

**WASCO COUNTY BOARD OF COMMISSIONERS**  
**REGULAR SESSION / AGENDA WEDNESDAY, October 3, 2012**  
**LOCATION: Wasco County Courthouse, Room #302**  
**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) [Warm Springs Noxious Weeds Contract](#), [Surplus Equipment](#), [Public Health Contracts](#), [Plaque Presentation](#), [AOC Product Tasting](#), [Klickitat IGA](#)
- [Consent Agenda](#) (Items of a routine nature: minutes, documents, items previously discussed.) [Minutes: 9.19.2012](#), [Tax Refunds](#)

9:30 a.m.      [Morrow – Pacific Project](#) – State Representative Greg Smith

10:00 a.m.      [Tobacco Free County](#) – Mary Gale

10:15 a.m.      [Library Service District Meeting](#) – Consideration of Application for open position on Library Service District Advisory Board

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



WASCO COUNTY BOARD OF COMMISSIONERS  
REGULAR SESSION  
OCTOBER 3, 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. There were no additions or corrections to the agenda. No department heads came forward to be heard outside of the scheduled items.

**Discussion Item – AOC Conference Product Tasting Event**

Mr. Stone asked the Board if they had anything in mind for the Product Tasting Event. Past events have included wine, chocolate covered cherries and smoked salmon. Commissioner Runyon pointed out that better signage is needed, perhaps a banner or large sign that may or may not include the logo. Mr. Stone suggested exploring the new freeze dried flavoring company as an option. Chair Runyon suggested creating a committee to plan for the event – Chair Runyon, Linda Brown, Kathy White, Molly Rogers, and Tyler Stone.

**Discussion Item – Warm Springs Noxious Weeds Contract**

Marty Matherly, Public Works Director, came forward to explain that the Confederated Tribes are asking them to survey land where there had been a fire to determine what weeds were coming back and what can be done to suppress them. The completion deadline is in 2014; he has the staff to complete the job.

Commissioner Hege inquired if there had ever been a problem collecting payment from the Tribes. Mr. Matherly replied that there had not.

{{{Commissioner Holliday moved to approve the Survey Contract between the Confederated Tribes of the Warm Springs Reservation of Oregon and Wasco County Weed and Pest Control. Commissioner Hege seconded the motion which passed unanimously.}}}

**Discussion Item – Klickitat County Intergovernmental Agreement**

Mr. Matherly explained that about a month ago, Klickitat County Public Works contacted him for assistance; their chip spreader had broken down and they wanted to know if he had the equipment and operator to help them complete the work. Wasco County Public Works was able to provide that assistance, which is ongoing. This IGA formalizes that arrangement to ensure payment. The contract outlines per hour rates rather than a set price since the work has not yet been completed and they cannot accurately estimate the final cost. The contract is good through 2015.

{{{Commissioner Hege moved to approve IGA C20912 between Wasco County and Klickitat County. Commissioner Holliday seconded the motion which passed unanimously.}}}

Some discussion occurred regarding equipment recently acquired by Public Works from Lane County. Mr. Matherly reported that all the equipment is here and he is very pleased with the acquisition.

**Discussion Item – Public Health Contracts**

Teri Thalhofer, Public Health Director, explained that these are renewals of long-standing contracts.

Mr. Stone inquired if the OHSU contract covered our costs. Ms. Thalhofer responded that they only work until they have expended the available funds.

Commissioner Hege asked if the OHA contract reflected any dollar changes. Ms. Thalhofer replied that the financial differences were very small – approximately \$15,000.00 in a 1.15 million dollar contract.

{{{Commissioner Holliday moved to approve all three contracts – CCN, CaCoon and DHS/OHA #135575 10<sup>th</sup> Amendment. Commissioner Hege seconded the motion which passed unanimously.}}}



**Discussion Item – Surplus Equipment**

There was brief discussion regarding the surplussing of the Electronic Distance Meter; all Commissioners were familiar with the equipment and reasons for surplussing.

{{{Commissioner Hege moved to approve Order #12-039 surplussing the Lietz/Sokkisha Electronic Distance Meter Wasco County Inventory #3315. Commissioner Holliday seconded the motion which passed unanimously.}}}

**Consent Agenda– 9.15.2012 Regular Session Minutes, Tax Refunds**

Chair Runyon pointed out a correction to the minutes – Phil Swaim is the correct spelling of the name included in the minutes.

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

**Commission Call**

Chair Runyon reported attending the Lower John-Day meeting. There are a lot of projects planned, none of which will benefit us. However, he will continue to participate in anticipation of rewards down the road.

The Public Works bridge jobs are complete. Mr. Matherly is applying for a federal access grant as well as additional funds for the Wamic Grade – that is 1-2 years in the future.

Timelines for LaClinica vacating the space at Annex A, etc., are in limbo. Mr. Stone reported that LaClinica is projecting vacancy at the end of March, 2013. Commissioner Hege Center for Living may also be moving out. They may occupy some space in the LaClinica's new building and some either in Hood River or at their The Dalles 3<sup>rd</sup> Street building. Commissioner Hege added that the CFL is not certain, but he suggested that the County plan for that contingency. Mr. Stone is talking to other entities who may be interested in the site.

Chair Runyon asked if there are any other properties coming vacant. Mr. Stone replied that the WCCCF house will be vacant no later than June 30, 2013.



Further discussion ensued regarding the possible downsizing of MCCFL.

**Agenda Item – Morrow Pacific Project**

Greg Smith, appearing as a private business owner, shared a packet (attached) of documents with the Board regarding the Morrow Pacific Project. He has already met individually with members of the Board to explain the project. Ambre Energy contracted with him to help them with their plan to move coal through Oregon on its way to the Asian Pacific. The coal will move on covered rail cars from Wyoming through Spokane to the Port of Morrow. It will then be transferred to covered barges to move down the Columbia River. The final destinations are Korea, Taiwan, and Japan. Ambre has invested \$250,000,000.00 in the project to make sure they meet Oregon's high environmental standards. Coal will be moistened and covered and will be augured from one container to another to prevent dust.

They anticipate 2,000 temporary constructions jobs (18-36 months) to be created as well as 25-30 permanent family-wage jobs (\$50-90K per year). They are not asking for tax incentives and plan to donate 10¢ per ton to Morrow County School District which should result in approximately \$850,000.00 per year of additional revenue to the District. Columbia County will also see some revenue from the project.

Mr. Smith is asking for support from local governments as the project is being reviewed by the Army Corps of Engineers. All ports involved have already provided letters of support as well as many cities and counties. They are also talking to tribal neighbors.

Commissioner Hege asked if the new facility being built is the only thing under review. Mr. Smith replied affirmatively saying that coal should never touch the ground or water in Oregon. They have submitted an air permit as well as a building permit for additional dolphins at the building site.

Commissioner Holliday asked if the 30 permanent jobs was a combined total for the two sites or if it was 30 per site. Mr. Smith replied that it was for each site. She asked why they are shipping overseas. Mr. Smith explained that the tsunami damaged many of the regions nuclear power plants and they are in need of alternate energy sources.

Commissioner Hege pointed out that although none of the monies generated will come to Wasco County directly, Morrow County is a neighbor – some of the workers will live in Wasco, some of the tide water captains may come from Wasco, and the workers may shop here as well.

Chair Runyon observed that the planned system is so well designed that he expects they will face more environmental issues with the building of the facility than with the transportation of the coal.

Mr. Smith asked if the Board would be willing to provide a letter of support. The Board asked if he could provide an example letter to Ms. White that could be modified to express their support. Mr. Smith said that he could.

**{{{Chair Runyon moved to provide a letter of support for the Morrow Pacific Project. Commissioner Holliday seconded the motion which passed unanimously.}}}**

Chair Runyon called a recess at 10:06.  
The Session reconvened at 10:09

The Plaque presentation was removed from the Discussion List to be rescheduled for October 17, 2012.

<b>Agenda Item – Smoke Free/Tobacco Free County</b>
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Mary Gale, Community Health Promoter, was joined by Ms. Thalhofer to explain their findings from surveying neighbors and community partners regarding making the Public Health Annex tobacco free. While the vast majority of neighbors and partners were in support of the move, Corrections and Probation along with Emergency Services voiced some concerns (see letters in Board Packet). Public Health offered a compromise to Corrections and Probation, but they did not find the compromise acceptable. Ms. Gale pointed out that other counties already have tobacco-free policies with no special accommodations for Corrections and Probation.

While the vast majority of 9-1-1 workers are non-smokers, the supervisor is trying to protect the rights of the two smokers who work there. One of the non-smoking workers expressed resentment of the smokers who are allowed to take smoking breaks while the non-smokers get no breaks. The non-smokers must then pick up the slack for the absence of the smokers. One of the two smokers is



considering quitting and Ms. Gale pointed out that the policy would encourage that choice. Neighbors report that when 9-1-1 located in their neighborhood they began to be exposed to second-hand smoke. When Corrections located there, they had to begin cleaning up all the discarded cigarette butts.

Ms. Gale proposed a designated smoking area in the middle of the parking lot with no shelter provided. She pointed out that it is irresponsible to spend taxpayer dollars supporting employee's nicotine habit at the expense of co-workers and neighbors. She added that if they are really in need of nicotine, they can chew nicotine gum.

Mr. Stone asked what the impact of the policy might be on future prospective renters. Ms. Gale responded that smoke-free is a selling point – people are looking for that.

Commissioner Hege asked how the policy would be enforced. Ms. Thalhofer answered that they are not asking for enforcement. With clear signage supported by a clear policy, people generally self-enforce. Ms. Gale added that it will not be instant but will be a process of awareness.

Some discussion ensued regarding the closing of the alley way not only to prevent smoking but to enhance the safety of Public Health staff. Mr. Stone interjected that it may not be possible to close the alley way due to fire code restrictions.

Ms. Gale asked that the Board approve the creation of a policy to designate the Annexes as tobacco free except for one designated smoking area with a target date of May 1<sup>st</sup> for implementation.

Chair Runyon expressed his uncertainty regarding taking this step. He is willing to support it as a test of policy adding that the Board would be able to revoke the policy if it fails.

Commissioner Holliday stated that she can see the point being made by Robert Martin and Mike Davidson. She also understands the difficulties faced at 9-1-1.

Ms. Gale pointed out that tobacco use is bankrupting hospitals and the State.



Commissioner Holliday pointed out that the best tactic is prevention, but people who are already addicted need to be considered. She went on to say she is not completely in favor of the policy but understands it is in the best interest of the people; it will not be a popular decision.

Commissioner Hege added that it is not irreversible – issues that come up in the future can be dealt with at that time. He believes it is a reasonable request.

**{{{Commissioner Hege moved to support a tobacco free policy for the County Annexes at Public Health to be implemented in approximately 6 months. Commissioner Holliday seconded the motion which passed unanimously.}}}**

Further discussion took place regarding funding for signage and the designation of a smoking area. Public Health will work with Mr. Stone to determine where that area will be.

Chair Runyon recessed the Wasco County Board of County Commissioners session at 10:38 a.m. to hold a Wasco County Library Service District Meeting.

The session reconvened at 10:57 a.m.

<b>Commission Call/Reports</b>
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Chair Runyon asked for a final report on the Employee BBQ and Breakfast. Mr. Stone responded that he didn't think they had the attendance that they had last year but that it was well received. He feels that we need to keep working on it and putting it out there. He wanted to thank the Employee Recognition Team for their hard work.

Chair Runyon noted that the Pig Bowl was this past weekend and they raised \$22,000.00.

Chair Runyon thanked Commissioner Hege for his work on clearing a portion of the 10<sup>th</sup> Street property – he was able to clear the lot in under 2 hours; it would have taken the crew days to do it by hand.

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REGULAR SESSION  
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Commissioner Hege asked if the Fair Board would be here to report. Mr. Stone said that we are working on finding a date.

Ms. White explained that the Title III hearing would be moved to the 21<sup>st</sup> of November as the Board would be attending the AOC Conference during the previously scheduled date of the 14<sup>th</sup>. She asked the Board if they were comfortable with her working with the Hood River executive assistant for District planning of the Product Tasting. They responded affirmatively. Chair Runyon asked that she schedule a meeting of the Wasco County Product Tasting Committee for tomorrow.

Chair Runyon adjourned the session at 11:15 a.m.

WASCO COUNTY BOARD  
OF COMMISSIONERS

  
\_\_\_\_\_  
Rod L. Runyon, Chair of Commission

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

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

**WASCO COUNTY BOARD OF COMMISSIONERS  
REGULAR SESSION  
OCTOBER 3, 2012**

**DISCUSSION LIST**

**ACTION AND DISCUSSION ITEMS:**

1. [Warm Springs Noxious Weeds Contract](#) – Marty Matherly
2. [Surplus Equipment](#) – Dan Boldt
3. [Public Health Contracts](#) – Teri Thalhofer
  - a. [CaCoon Contract](#)
  - b. [CCN Contract](#)
  - c. [DHS/OHA #135575 – Tenth Amendment](#)
4. [Plaque Presentation](#) – John Roberts
5. [AOC Product Tasting](#) – Tyler Stone
6. [Klickitat IGA for Public Works](#) – Marty Matherly

**ON HOLD:**

1. Wasco County website improvement



**Discussion List Item**  
**Noxious Weeds Contract**

- [Warm Springs/Wasco County Contract](#)



THE CONFEDERATED TRIBES OF  
THE WARM SPRINGS RESERVATION OF OREGON

Contract Number \_\_\_\_\_

**Contract Description Form**

(Instruction On Next Page)

**Type I**

- ☐ Purchasing Contract  
☒ Professional Services  
☐ Maintenance Agreement  
☐ Licensing Agreement

**TYPE 11**

- ☐ Revenue  
☐ Grant Funding  
☐ Intergovernmental Agreement

Amendment to above, Number: \_\_\_\_\_  
(Original Contract Amount \_\_\_\_\_ )

Amendment to above, Number: \_\_\_\_\_  
(Original Contract Amount \_\_\_\_\_ )

Contact Person: Bill Reynolds Phone: 541-553-2001 Date: 9/5/12

Department: Natural Resources Program: Range & Ag BLDG: \_\_\_\_\_

Description of Contract: Provide assessment, monitoring and treatment of noxious weeds and non-native invasive species into  
susceptible burned areas per the attached "individual treatment specification."

RFP/Bid #: \_\_\_\_\_ Date of RFP/Bid: \_\_\_\_\_ Date of Exemption: \_\_\_\_\_

Reviewed For ☐ MBE ☐ FBE Participation  
☐ Indian ☒ Other

Contractor is ☐ MBE ☐ FBE  
☐ Indian ☐ Other

Contractor Name: Wasco County Weed

Fund Source: \_\_\_\_\_

Mailing Address: 2705 East 2<sup>nd</sup> Street  
The Dalles, OR 97058

General Ledger Code: 109-278-64002-72381

**Payment Terms:**

Phone: 5415062650

Lump Sum: \$ \_\_\_\_\_

Employer ID # or SS #\* \_\_\_\_\_

Monthly: \$ \_\_\_\_\_

Effective Date: October 1, 2011

Other: \$ \_\_\_\_\_

Termination Date: Sept 30, 2014

Total Amount of Agreement: \$7,200.00

Requirements contract-requisition required:  
Purchase Order #- \_\_\_\_\_

**Required Signatures:**

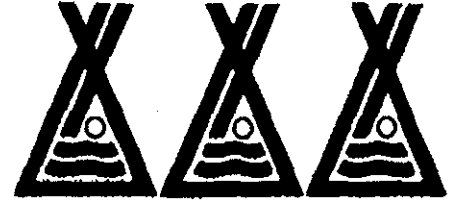
Signed: \_\_\_\_\_ Date: \_\_\_\_\_

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

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



THE CONFEDERATED TRIBES OF THE WARM SPRINGS  
RESERVATION OF OREGON



P.O. Box 1169, Warm Springs, OR 97761  
(541) 553-3254

CONTRACT AGREEMENT

CONTRACT # \_\_\_\_\_

The Confederated Tribes of the Warm Springs Reservation of Oregon (the TRIBES) and  
Wasco Co Weed & Pest Control (CONTRACTOR) agree as follows:

1. Term of Contract.

The Term of this contract shall be from October 1, 2011 to September 30, 2014.

2. Performance of Services.

During the term of this contract, the CONTRACTOR shall provide the service described in Appendix "A" attached hereto and incorporated by reference. Throughout the term of this contract and in the course of performing the services, the CONTRACTOR is and shall be an independent contractor, free from control and/or direction over the performance of such services by the TRIBES. Further, the CONTRACTOR shall in no sense be considered an employee or agency of the TRIBES, nor shall CONTRACTOR, its servants, agents, employees or subcontractors be entitled to, or eligible to participate in any benefit(s), privilege(s), or plan(s) given or extended by the TRIBES to its employees.

3. Project Coordinator.

The TRIBES will name a Project Coordinator in Appendix "A" who will serve as the TRIBES' contract administrator for this contract. During the term of this contract, the Project Coordinator will have the following responsibilities and/or authorities:

- (A) Approval of the CONTRACTOR'S invoice(s) for payment;
- (B) Monitor the CONTRACTOR'S compliance with the terms of the contract;
- (C) Notify the TRIBES immediately of any breach of contract on the part of the CONTRACTOR and/or the TRIBES;
- (D) Approval of minor contract modifications and changes which do not affect the contract price or substantially alter the scope of services.



4. Payment.

The TRIBES agrees to pay the CONTRACTOR for service(s) rendered in accordance with the terms and conditions specified in Appendix "A" attached to this instrument. This contract carries no additional cost or expenses reimbursement and payment(s) are based solely upon the rate(s) noted in Appendix "A".

5. Benefits and Taxes.

- (A) The CONTRACTOR is not eligible for any Federal Social Security, State Worker's Compensation, or Unemployment Insurance benefits from the TRIBES by virtue of payment(s) received from the TRIBES except as a self-employed individual.
- (B) The CONTRACTOR is engaged as an independent contractor and will be responsible for all Federal and State taxes related to payment(s) received from the TRIBES, if any, and all Employer taxes, charges and/or obligations on behalf of servants, agents or employees of the CONTRACTOR.

6. Reporting Requirements

The CONTRACTOR shall furnish reports to the TRIBES at the intervals designated in Appendix "A".

7. Contractor's Representation.

The intent of this contract is to secure for the TRIBES, the service(s) specified in Appendix "A" and to preclude the CONTRACTOR from engaging in similar service(s) during the term of this contract which would be adverse to the interest(s) of the Tribe. The CONTRACTOR therefore represents that he/she has no outstanding obligations to other organizations, and will not enter into any other obligations or agreements during the term of this contract, which, in the sole opinion of the TRIBES, would conflict with the interests of the TRIBES.

8. Privacy Act

The CONTRACTOR agrees to comply with the Privacy Act of 1974 as well as the rules and regulations issued pursuant to the Act in design, development, or operation of any system of records on individuals in order to accomplish a function when the agreement specifically identifies the system(s) of records and the work to be performed by the CONTRACTOR in terms of any one or a combination of the following:

Design, Development and/or Operations.

9. Modification Options.

This contract may be modified by concurrence of both parties; and all such modifications must be documented. This instrument, including any attached appendix(s) and/or modification(s) contains the entire and only agreement made between the TRIBES and the CONTRACTOR.

10. Termination.

- (A) The TRIBES shall have the right and the power to terminate the whole or any part of this contract upon the occurrence of any of the following:

(1) Failure of the CONTRACTOR to perform the services listed in Appendix "A" within the specified time period; and/or failure to correct such nonperformance within ten (10) calendar days of notification of "failure to perform".

(2) Failure of the CONTRACTOR to perform any of the other provisions of this contract, or failure to progress so as to endanger performance of the contract.

(3) Unauthorized disclosure of information.

(4) Failure of the CONTRACTOR to maintain insurance as required in Appendix "C".

(5) Without cause, upon thirty (30) calendar days written notice.

- (B) The CONTRACTOR shall have the right and power to terminate the whole or any part of this contract upon the occurrence of any of the following:

(1) Failure of the TRIBES to make payment for the CONTRACTOR'S services in accordance with the provisions specified in Appendix "A" under payment terms.

(2) Without cause, upon thirty (30) calendar days written notice.

- (C) The rights and remedies of the TRIBES provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law and under the terms of the contract.

11. Liquidated Damages

Liquidated damages for delay shall be assessed against the CONTRACTOR for failure to perform all of the services listed in Appendix "A", page 1, within the specified time period if the delay is caused by the CONTRACTOR, CONTRACTOR'S employees and agents, or any person or entity for whose acts the CONTRACTOR may be responsible. Liquidated damages will be charged at the rate of \$ 0 per day for every day the CONTRACTOR exceeds the specified date for the completion of the contract.

CONTRACTOR'S Acknowledgment \_\_\_\_\_

12. Disposition of Materials.

The CONTRACTOR will ensure that all information and materials provided by the TRIBES or developed and/or generated in the performance of the service(s) specified in this contract will be kept confidential at all times. CONTRACTOR shall not disclose any such information and materials to any unauthorized person. At termination of this contract for any reason, the CONTRACTOR shall prepare and ship f.o.b. destination or hand deliver to the TRIBES, all of the materials received from the TRIBES, as well as all residual materials produced in connection with the performance of the service(s) of this contract, unless otherwise directed by the Project Coordinator. All materials produced, or required to be delivered under this contract, become and remain the property of the TRIBES. (This does not include the normal records necessary to be maintained by the CONTRACTOR).

13. Compliance with Law.

CONTRACTOR, its subcontractors, servants, agents and employees shall comply with all applicable laws, rules and regulations in the performance of the contract.

14. Records Retention.

The CONTRACTOR agrees to provide access to any books, documents, papers and records of the CONTRACTOR which are directly pertinent to this contract for the purpose of making audit, examination, excerpts and transcriptions to the Federal Grantor Agency, the Comptroller General of the United States and of their duly authorized representatives and the TRIBES for a period of not less than three (3) years from the termination and/or completion of this contract.

15. Attorney Fees.

If suit or action is instituted in connection with any controversy arising out of this contract, the prevailing party shall be entitled to recover, in addition to costs, such sums as the court may adjudge reasonable as attorney fees in said suit or action or appeal there from.

16. Notices.

Any notice required or permitted under this contract shall be given when actually delivered or when deposited in the United States mail as certified mail addressed to the parties as indicated below their signatures, or to any such other address as may be specified from time to time by either of the parties to the other in writing.

17. Contract Terms and Conditions Applicable to Non-Tribal Funded Procured Services

Appendix "D" contract provisions are incorporated by reference into the contract, and will have full force and effect to applicable federal grant funded procurement activity.



18. Indemnity Agreement.

CONTRACTOR shall indemnify and defend The TRIBES from any claim, loss, or liability arising out of or related to any activity of the CONTRACTOR pursuant to this contract.

19. Documents.

Attached hereto and made a part of this contract are the following documents:  
(Appendix "A, B, C and D").

IN WITNESS whereof, the said parties have hereunto set their hands the day and year as follows.

Dated this 5 day of September, 2012.

TRIBES:

THE CONFEDERATED TRIBES  
OF THE WARM SPRINGS  
RESERVATION OF OREGON

CONTRACTOR:

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
Social Security number or Employer  
Identification number (for 1099).

Title: \_\_\_\_\_

By: \_\_\_\_\_

Address:

Title: Authorized Contracting Officer

\_\_\_\_\_  
\_\_\_\_\_

Appendix "A"

Project: Invasive Species Assessment/Monitoring

Term of Contract: From: October 1, 2011 To: September 30, 2014

Project Coordinator: Bill Reynolds

Payment Terms:

- (1) The basic CONTRACTOR'S fee to be paid by the TRIBES will be  
\$ 7,200.00 per contract.
- (2) Any indirect costs associated with the CONTRACTOR'S performance of the service(s) are included in the basic CONTRACTOR'S fee specified in part (1) above.
- (3) Additional financial reimbursement shall be made as follows: (list, or insert none).

None

The total amount of the money expended for all fees and expenses contained in this paragraph during the term of the contract shall not exceed \$ 7,200.00.

The TRIBES shall have no obligation or responsibility to the CONTRACTOR for fees and expenses incurred by the CONTRACTOR in excess of this amount.

- (4) The TRIBES will make payment(s) to the CONTRACTOR for services rendered which have been approved by the Project Coordinator. Such approved payments will be made within thirty (30) calendar days of receipt of the CONTRACTOR'S approved invoice(s).

Services to be provided: (List services to be performed).

Provide assessment, monitoring and treatment of noxious weeds and non-native invasive species into susceptible burned areas per the attached "individual treatment specification."

Appendix "A"

Reporting Schedule:

(Date, Time, etc.; or insert none)

Contractor is to provide a monthly report and invoice on the 10<sup>th</sup> of each month for the previous month's activities which include the spray reports and costs associated with the reports, reported by project.

Indemnity Requirements:

(Bonds, Liability insurance, etc.; or insert none)

None

Other Considerations:

(List if any, or insert none)

None

## Appendix "B"

Rules and Regulations Governing Performance: (List if any or insert none)

- (1) This contract incorporates the following clauses of the Federal Acquisition Regulations by reference, with the same force and effect as if they were given in full text. The full text is available on the internet at <http://www.acquisition.gov/far/current/html/FARTOCP52.html>
  1. Section 7(b) of the Indian Self-Determination and Education Assistance Act, PL 93-638, 88 Stat. 2205, 25 U.S.C. 450e(b)
  2. CFR 352.270-2 Indian Preference
  3. CFR 352.270.3 Indian Preference Program.
- (2) Appendix "D" is applicable and incorporated by reference when funding has been identified as being other than Tribal funds.



Appendix "C"

**INSURANCE COVERAGE REQUIREMENTS FOR PROFESSIONAL SERVICE CONTRACTS.**

Unless otherwise provided herein, the CONTRACTOR shall have a direct liability for the acts of his employees and agents for which he is legally responsible.

Prior to starting work the CONTRACTOR shall provide a certificate of insurance evidencing the appropriate insurance coverage.

**A copy of an Additional Insured Endorsement must be submitted with the Certificate of Insurance, Certificate shall be mailed to:**

The Confederated Tribes of Warm Springs  
PO Box 1169  
Warm Springs, Oregon 97761  
Attn: Contract Coordinator

**Liability Insurance Requirement:**

General Aggregate	at least \$200,000.00
Products & Completed Operations	at least \$200,000.00
Personal & Advertising Injury	at least \$100,000.00
Each Occurrence	at least \$100,000.00
Professional Liability	at least \$100,000.00
Fire Damage	at least \$50,000.00
Medical Payments	at least \$5,000.00

**Automobile Liability Insurance**

Owned, Non-Owned, Hired Automobiles	at least \$100,000.00 Combined Single Limit
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Worker's Compensation & Employer's Liability	\$500,000.00 Each Accident \$500,000.00 Disease \$500,000.00 Disease Each Employee
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**Additional Conditions**

1. The CONTRACTOR'S insurance shall be considered primary and the Tribal Insurance shall be considered excess.

## Appendix "D"

### **CONTRACT PROVISIONS FOR FEDERAL GRANT/CONTRACT FUNDED PROCUREMENT.**

The following OMB Circular A-110 contract provisions shall apply to this contract, as applicable:

1. **Equal Employment Opportunity** – All contracts shall contain a provision requiring compliance with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity, and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." Compliance with the requirements of this clause shall be to the maximum extent consistent with, but not in derogation of, compliance with section 7(b) of the Indian Self-Determination and Education Assistance Act and the Indian Preference clause of this contract.
2. **Copeland "Anti-Kickback" Act (18 U.S.C. 874 AND 40 U.S.C. 276C)** – All contracts and subgrants in excess of \$2000 for construction or repair awarded by recipients and subrecipients shall include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to the Federal awarding agency.
3. **Davis-Bacon Act, as amended (40 U.S.C. 276a TO a-7)** – When required by Federal program legislation, all construction contracts awarded by the recipients and subrecipients of more than \$2000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The current most current prevailing wage determination issued by the Department of Labor can be accessed at <http://www.wdol.gov/> and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to the Federal awarding agency.
4. **Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333)** – Where applicable, all contracts awarded by recipients in excess of \$2000 for construction contracts and in excess of \$2500 for other contracts that involve the employment of mechanics or laborers shall include a provision for compliance with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

5. **Rights to Inventions Made Under a Contract or Agreement** – Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
6. **Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.) as amended** – Contracts and subgrants of amounts in excess of \$100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
7. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)** – Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.
8. **Debarment and Suspension** (*\*This requirement is applicable regardless of funding source*) – Recipients shall comply with the requirements stipulated in Subpart C of 45 CFR 620, entitled “Responsibilities of Participants Regarding Transactions”. The recipient is responsible for ensuring that any lower tier covered transaction, as described in Subpart B of 45 CFR 620, entitled “Covered Transactions”, includes a term or condition requiring compliance with Subpart C. The recipient also is responsible for further requiring the inclusion of a similar term or condition in any subsequent tier covered transaction. The recipient acknowledges that failing to disclose the information required under 45 CFR 620.335 may result in the termination of the award, or pursuance of other available remedies, including suspension and debarment. Recipients may access the Excluded Parties List System at <http://epls.arnet.gov>.
9. **Performance and Payment Bonds FAR 28.102** – All construction projects over \$100,000 are subject to the Miller Act which requires performance and payment. Performance bonds represent a promise of surety to the government that once the contract is awarded, the contractor will perform its obligations under the contract. Payment bonds represent a promise of surety of payment to all persons supplying labor or materials in the work provided for in a contract. The penal amount for each performance bond is 100 percent of the original contract price plus 100 percent of any price increases. The penal amount for each payment bond is 100 percent of the original contract price plus 100 percent of any price increases. The amount of the payment bond must be no less than the amount of the performance bond.

## PART F - INDIVIDUAL TREATMENT SPECIFICATION

TREATMENT/ACTIVITY NAME	Invasive Species Assessment/Monitoring	PART E Spec #	ES3
NFPORS TREATMENT CATEGORY*	Monitoring	FISCAL YEAR(S) (list each year):	2012, 2013, 2014
NFPORS TREATMENT TYPE*	Ecosystem Recovery Monitoring	WUI? Y/N	No
IMPACTED COMMUNITIES AT RISK		IMPACTED T&E SPECIES	N/A

\* See NFPORS Restoration & Rehabilitation module - Edit Treatment screen for applicable entries.

## WORK TO BE DONE (describe or attach exact specifications of work to be done):

## A. General Description:

Assess known locations within the burned area and or adjacent to the fire area within 6-8 months after fire containment to determine if noxious weeds will disperse seed onto the burned/disturbed sites. After vegetation green-up in spring of 2012 assess known noxious weeds/non-native invasive plant species on Warm Springs lands within the burn. Assess for possible invasions on roads, hand lines, dozer lines, and other disturbed areas within the perimeter of the fires and access roads leading to the fire. Approximately 58,676 acres of Warm Springs lands were impacted by the fires. Sites for examination should include existing locations and in areas that have a high probability for invasion within the burned area.

Three occurrences of noxious weeds were located, Diffuse knapweed (*Centaurea diffusa*), Spotted knapweed (*Centaurea maculosa*), and Dalmatian toadflax (*Linaria genistifolia* ssp. *Dalmatica*). Patches of diffuse knapweed are located throughout the housing community of West Hills. Other patches can be found in disturbed areas associated with roads (Hwy 26, and BPA powerline ROWs), trails, gravel pits, and water stations. These species are very aggressive in invading any area where the soil has been disturbed and pose a direct threat to native species regeneration on disturbed sites.

## B. Location/(Suitable) Sites:

Warm Springs: Assess areas that have a high potential for weed/invasive species establishment—the burned area and areas disturbed by fire suppression forces. Critical areas include roads, drainages, access roads leading off the main Highway 26 system. Disturbed areas within and along the fire perimeter, such as dozer lines, hand lines, and safety zones will also be prioritized for monitoring. Specific assessment areas include the dozer and hand lines, safety zones along roads near drop points, burned areas treated with straw mulch and the fire camps at the Warm Springs Industrial site and the Simnasho rodeo grounds, including the weed washing stations.

## C. Design/Construction Specifications:

1. Conduct short-term monitoring (growing season of 2012, 2013 and spring 2014) using early detection and rapid response (EDRR) assessment/monitoring of noxious weed/non-native invasive plant species infestations within the burned area. Monitoring to determine the post-fire presence or spread of invasive species will be conducted first at and near the known occurrences of weeds then in areas disturbed by the fire and fire suppression activities.
2. Natural re-vegetation of the burned area will be assessed in the spring/early summer of 2012 to determine whether there is sufficient recovery to preclude noxious weeds/invasive species. Assessment locations will be in areas representative that are not transitional from one ecological site to another or inclusions, using local agency specified methods. Should there be insufficient recovery, re-vegetation of native species should be considered, and a supplemental funding request for further monitoring and treatments should be triggered.
3. Inventory/assess, photograph and map new noxious weed infestations within burned area using Global Positioning System (GPS) technology.

## D. Purpose of Treatment Specifications (relate to damage/change caused by fire):

This treatment is necessary to prevent the establishment and to monitoring the spread of existing noxious weeds and non-native invasive species into susceptible burned areas. Early Detection and Rapid Response (EDRR) will be used to prevent new noxious weed infestation from becoming established and to ensure the natural recovery of the native perennial grasses, forbs and shrubs. This treatment will also ensure the ecological indicators (Soil Stability, Hydrologic Function, and Biotic Integrity) are functioning properly during the natural recovery period on.

## E. Treatment consistent with Agency Land Management Plan (Identify which plan):

Warm Springs Integrated Resource Management Plan, 2011; Vegetation Management Plan and Environmental Assessment, 2004. These treatments will be compatible with the above plans.



## **Discussion List Item**

### **Surplus Equipment**

- [Explanatory Email](#)
- [Order #12-039 Surplusing Equipment](#)



Kathy White &lt;kathyw@co.wasco.or.us&gt;

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## Declaring old survey instrument surplus

1 message

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**Dan Boldt** <danb@co.wasco.or.us>

Tue, Sep 25, 2012 at 10:21 AM

To: Rod Runyon &lt;rodr@co.wasco.or.us&gt;

Cc: Kathy White &lt;kathyw@co.wasco.or.us&gt;, "Matherly, Marty" &lt;martym@co.wasco.or.us&gt;, Tyler Stone &lt;tylers@co.wasco.or.us&gt;

Hi Rod (and Kathy),

This is a note to follow up earlier discussions about declaring a 1984 survey instrument surplus and donating it to Sherzod Rakhmonov, the GIS intern doing work for Wasco County, before he returns to Uzbekistan in December.

As I understand the process, we first need to declare the thing surplus and then dispose of it appropriately.

Here are some details to help in writing the order to surplus...

- It is a Lietz/Sokkisha SDM3ER10 Electronic Distance Meter (EDM)
- Purchased in 1984, by the Road Department
- Wasco County Inventory Number 3315
- Original cost \$9475
- Retired in 1995, replaced by a much more technically advanced EDM costing \$5000
- Has been sitting in the attic since 1995
- Unit still works, but cannot be used with modern data collectors and computers. We will never use it again
- Current value is unknown, but less than \$1000 (2 similar units have remained unsold on eBay with a buy-it-now price of \$1000)

This analog EDM is obsolete for work in the US, but can be put to good use by Sherzod in Uzbekistan. Marty Matherly supports my recommendation to declare it surplus and donate it to Sherzod Rakhmonov to take back to his home country of Uzbekistan.

Rod, may we ask Kathy to put his into the format needed for Commission action?

Dan

Daniel P. Boldt, PLS  
Wasco County Surveyor  
2705 E 2nd Street  
The Dalles, OR 97058

Office 541-506-2656  
Cell 541-980-7296

[danb@co.wasco.or.us](mailto:danb@co.wasco.or.us)

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WASCO BOARD OF COMMISSIONERS OF THE STATE OF OREGON  
IN AND FOR THE COUNTY OF WASCO

IN THE MATTER OF SURPLUSING )  
LIETZ/SOKKISHA ELECTRONIC DISTANCE ) ORDER #12-039  
METER (EDM) WASCO COUNTY INVENTORY )  
NUMBER 3315 )

NOW ON THIS DAY, the above-entitled matter having come on  
regularly for consideration, said day being on duly set in term for the  
transaction of public business and a majority of the Board of County  
Commissioners being present; and

IT APPEARING TO THE COURT: That above said equipment is  
obsolete and cannot be used with modern data collectors and computers.

///  
///  
///

1 NOW, THEREFORE, IT IS HEREBY ORDERED: That above said  
2 equipment will be considered surplus and disposed of by the Wasco County  
3 Surveyor in accordance with state laws governing the disposition of  
4 property.  
5

6 DATED this 3<sup>rd</sup> day of October, 2012.

7  
8 WASCO COUNTY BOARD  
9 OF COMMISSIONERS  
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12 \_\_\_\_\_  
13 Rod L. Runyon, Chair of Commission  
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16 \_\_\_\_\_  
17 Sherry Holliday, County Commissioner  
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21 Scott C. Hege, County Commissioner  
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23 APPROVED AS TO FORM:

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



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

- [CNN Contract](#)
- [CaCoon Contract](#)
- [DHS/OHA #135575 – 10<sup>th</sup> Amendment](#)



## SUBAWARD AMENDMENT

UNIVERSITY:	SUBAWARDEE:
Oregon Health & Science University 3181 SW Sam Jackson Park Rd., L106RGC Portland OR 97239-3098	North Central Public Health District 419 E. 7th St. Room 100 The Dalles, OR 97058
PRIME AWARD AGENCY: State of Oregon	PRIME AWARD NUMBER: 126133
PROJECT TITLE: Maternal and Child Health Services Block Grant	OHSU PI: Marilyn Hartzell
CFDA Number: 93.994	SUBAWARD NUMBER: 4 B04MC06604-01-044
Period of Performance: 10/1/12-9/30/13	Amount Funded this Period: \$8,800.00
SUBAWARDEE PI: Teri Thalhofer	Amendment Number: 1

The UNIVERSITY and the SUBAWARDEE mutually agree to the following changes to Subaward Number 4 B04MC06604-01-044

### 1. Scope of Work

SUBAWARDEE shall utilize the funds to complete the Team Members' Roles and Responsibilities as identified in Attachment B and shall meet the Program Standards as identified in Attachment A and Attachment F. The role of the UNIVERSITY and OCCYSHN is identified in Attachment D.

### 2. Period of Performance

The period of performance of this Agreement shall be October 1, 2012 through September 30, 2013.

### 4. Compensation and Payment (the first paragraph is modified as follows:)

UNIVERSITY will issue payment to SUBAWARDEE in the amount of \$2,200.00 quarterly. Payment shall be based upon the reasonable, allowable and allocable costs incurred in providing services described in Attachments A, B, D and F. UNIVERSITY will reserve the right to verify data submission and withhold payment if requirements, per the attachments, and the reporting requirements described in Article 5 are not met.




All other terms and conditions remain the same.

OREGON HEALTH & SCIENCE UNIVERSITY

SUBAWARDEE

By: \_\_\_\_\_  
Timothy Rinner Date  
Manager, Research Grants & Contracts

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

APPROVED AS TO FORM  
  
Eric Nisley, County Counsel

## Community Connections Network

### Vision and Purpose

The Oregon Center for Children and Youth with Special Health Care Needs (OCCYSHN) promotes optimal health and development for Oregon's children and youth with special health care needs by assuring a family-centered, community based, comprehensive, coordinated and culturally appropriate system of care. OCCYSHN achieves this goal by working in partnership with families, service providers, public health and communities.

Community Connections Network (CCN) is OCCYSHN's partnership with community teams to serve families of children with unmet complex health needs effecting social, educational and community success. Local multidisciplinary teams commit to collaborating in ways which promote optimal health and development in individual children and youth with special health needs while expanding community capacity, confidence and coordination of local services for CYSHN. Oregon Center for Children and Youth with Special Health Needs supports the development and growth of local CCNs through education, consultation, technical assistance and direct financial support.

Community Connection Teams and Oregon Center for Children and Youth share commitment to the following guiding principles:

#### *Community Connection Network Guiding Principles*

*Services for Children with Special Health Needs are best when driven by confident, knowledgeable families and delivered as close to home as possible, in a coordinated fashion by a team of skilled professionals.*

*Professional and community knowledge, skill and motivation to serve CYSHN are best supported by family partnership, collaboration across agencies and specialized training and experiences related to working with children and youth with special needs.*

*Community Connections Network Teams are dedicated to the promotion of health enhancing activities for children and youth with special health needs which become self-sustaining and community owned and in partnership with families.*



## Community Connections Network

### Team Members' Roles and Responsibilities

The Oregon Center for Children and Youth with Special Health Needs (OCCYSHN) supports several positions necessary for a successful CCN and the multidisciplinary team process including:

1. A CCN Local Coordinator to schedule CCN meetings, obtain releases and records, and to coordinate communication between the CCN team, and between CCN and OCCYSHN.
2. A physician or nurse practitioner to review records, conduct evaluations as needed, provide a medical perspective and health information, and help with the planning process.
3. A professional adjunct to work in partnership with the CCN Local Coordinator to identify and plan consultations and in-service trainings, conduct community outreach on CCN services, and network with other entities including family organizations serving CYSHN.
4. A family liaison to support families of children seen during CCN team meetings.
5. CaCoon nurse participation is encouraged.

Local determination of how CCN team roles & responsibilities are assigned and provided at team meetings is encouraged. OCCYSHN supports CCN team service provision within the context of a community system of care. Services may vary depending on local need and may include evaluation of the child or youth's strengths, identification of care and service needs, establishing a plan of care, coordinating services between agencies, and identifying the primary case management provider, all in partnership with the family.

**The following are lists of functions by role on the CCN Team:**

<b>All Team Members</b>
-------------------------

- |  |
|--|
| <ul style="list-style-type: none"> <li>▪ Participate in referral, planning and CCN regularly scheduled team meetings to provide local, family-centered, coordinated care for Children and Youth with Special Health Needs (CYSHN).</li> <li>▪ Participate in identifying local, unmet needs of CYSHN and their families, and in identifying and accessing resources.</li> <li>▪ Assist with the coordination of OCCYSHN sponsored local consultations and in-service trainings.</li> <li>▪ Participate in networking/training opportunities such as: webcasts, regional conferences, and conference calls. Participate in local OCCYSHN trainings.</li> <li>▪ Participate in team evaluation activities including completion of team meeting day checklist, parent surveys and end of year team evaluation.</li> <li>▪ Network with other CCN teams as needed.</li> <li>▪ Communicate with OCCYSHN as needed.</li> <li>▪ Commit to the CCN vision and purpose as described in Attachment A.</li> </ul> |
|--|



## Community Connections Network

## Team Members' Roles and Responsibilities

**Local CCN Coordinator**Local Coordinator General Duties

- Work with team to develop and distribute annual CCN team meeting schedule (dates and times).
- Facilitate data collection onto Child Visit Data Form and Team Activity Data Forms.
- Facilitate completion of Year End Evaluation (required), Parent Evaluation of Team Meeting (optional), and share findings of evaluations with the team and OCCYSHN.
- Develop and distribute list of CCN team members and contact information to team members and community-based services consultant.
- Customize forms, letters, consents etc. with the local community's name, and the coordinator's name, telephone number and address.
- With CCN team members, contact and provide information to appropriate entities to increase awareness of the CCN team services. Groups may include the Local Interagency Coordinating Council (LICC), school districts/special education departments, parent groups, medical community, and the community at large.
- Obtain confidentiality signatures of all CCN team members participating in the team meeting on the Annual Confidentiality Statement (yearly) and have providers sign the Confidentiality Agreement and Attendance Roster (each meeting day).
- With the help of the team, identify your local agency's HIPAA-compliant Release of Information and Notice of Privacy Practice forms to be signed by each family attending the team meeting. OHSU forms should no longer be used.
- Create and maintain locally medical files for children seen in the CCN. OCCYSHN no longer retains a copy of the child's CCN medical record.

Pre-Meeting

- With the help of the team identify if a referred child/youth should be seen by the CCN team or referred elsewhere. If additional testing or information is needed, identify which disciplines need to see the child (triage).
- Contact family to provide information about CCN and determine interest in participation. Secure a signed copy of your agency's Release of Information and Notice of Privacy Practices acknowledgement form in order to gather health, school, social service and other related information.
- Create an organized file for each child and make it available to team medical provider in a timely manner.
- If additional assessments are needed on the day of the team meeting, contact the responsible provider at least 2 weeks prior to the team meeting date to schedule a time for the assessment.
- Contact parents, health, school personnel, social services and other critical providers involved in the care of the child to schedule a meeting time and to tell them what information they need to bring for the team meeting.
- Send a reminder note to appropriate people one week prior to established team meeting day giving the time for planning and referral meeting. If any changes must

## Community Connections Network

## Team Members' Roles and Responsibilities

be made, the coordinator will contact anyone not present as soon as possible to cancel and reset new meeting time.

- Contact designated local family liaisons at least two weeks prior to meeting regarding information on meeting dates and family contact information.

Team Meeting Day

- Facilitate meeting, or assign facilitator, to lead the team and family in sharing information and developing recommendations allowing each participant time to share concerns while staying within time scheduled. Assignment of a facilitator for each team meeting is encouraged.
- Complete or assign someone to complete the Assessment Summary (or summary and recommendations) for plan of care that was agreed on by the team and family.
- Distribute the Assessment Summary (or summary and recommendations) to professionals upon completion of the meeting, or if preferred, soon after the meeting.
- Distribute the Assessment Summary (or summary and recommendations) to the child's family to be included in their child's Care Notebook.
- Maintain a list of all CCN team meeting participants for local team and OCCYSHN outreach purposes.
- If time allows review referrals for upcoming team meetings and schedule children.
- Encourage and reinforce family involvement in team meetings; promote family participation in decision-making.
- Give the family a Parent Evaluation of Team Meeting (optional) to complete and return.

Post Meeting

- Complete Child Visit Data Form and Team Activity Data Form and FAX it to the Oregon Center for Children and Youth with Special Health Needs at (503) 494-2755. Physician payment is triggered upon receipt of the checklist.
- Ensure reports are completed and distributed in a timely fashion to the appropriate professionals involved with the child and family.
- Ensure reports are completed and distributed to the family for inclusion in their child's Care Notebook.
- As appropriate, in 3-4 months, contact the family and/or referral source regarding implementation and success of the recommendations, report to the team, and determine the need for subsequent visit.



## Community Connections Network

### Team Members' Roles and Responsibilities

#### End of Year

Distribute the necessary evaluation materials to determine strengths and needs of the CCN team process:

1. Year End Evaluation (required). Please return to your OCCYSHN Community Consultant.
2. Parent Evaluation of Team Meeting (optional). Share with team and OCCYSHN consultant.
3. Referral Source Evaluation (optional).

#### **Local CCN Physician/Nurse Practitioners**

- Participate as a team member in scheduled CCN meeting.
- Assist in the selection of children for evaluation or provide feedback on children selected, participate in triage of children.
- Evaluate children and develop recommendations for care to be shared with the team and family with a focus on family-centered care and coordinated care.
- Write reports in a timely fashion. Follow up with child's PCP.
- Assist in the planning and evaluation of the CCN team process.
- Enlist support from, and assist in the education of local physicians as to the services available through CCN.
- Participate in trainings to increase knowledge base and skills to care for CYSHN.
- Invite local providers to CCN training events.

#### **Professional Adjunct to the Local CCN Coordinator**

In many CCN sites the CCN Local Coordinator role of the program is provided by administrative or support staff personnel. The professional adjunct role is intended to assist in those aspects of coordination that benefit from professional input and from infrastructure building activities including:

- Engaging other community professionals in CCN meetings.
- Facilitation of CCN data collection onto the Child Visit Data Form and the Team Activity Data Form, sharing of parent survey findings and Year End Evaluation.
- Follow-up with the family, family liaison, and/or referral source regarding plan implementation and success of team recommendations as appropriate.
- Identify with other CCN team members local training needs and assist with CCN sponsored in-services and consultations.
- Contact and provide information to appropriate entities to increase awareness of the CCN team services. Groups may include the Local Interagency Coordinating Council (LICC), school districts/special education departments, parent groups, medical community, and the community at large.

## Community Connections Network

## Team Members' Roles and Responsibilities

Professional adjunct assistance to the local coordinator may also include the following duties:

- Assist coordinator in gathering signatures on HIPAA documents (Release of Information Notice of Privacy Practices).
- Assist coordinator with contacting parents and providers to notify them of team meeting schedule and what information they need to bring for the staffing meeting.
- Assist physician or other team member in facilitating team meetings for each child to allow each professional to have time to share their test results and recommendations and staying within time scheduled.
- Write or review the Assessment Summary (or summary and recommendations) of the team.

**Family Liaison**

The role of the Family Liaison is to support the family being seen by the team before the team meets, during the team meeting, and after the team meeting with a follow-up phone call. The Family Liaison will:

- Call or meet with the family before the team meeting to explain the team process and assist the family with their questions and goals for the team.
- Support the family during the team meeting. Support may include asking questions of the team that the family is uncomfortable asking (with the family's permission), taking notes for the family, refocusing discussion on family questions and goals, being aware of the needs of the family and asking for a break if needed, etc.
- Represent a family perspective during the team meetings when the family being seen is not present.
- Follow up with the family to see if their questions were answered and if plan met family's needs. Provide further follow-up or assistance if needed.
- Refer unanswered questions to appropriate team member(s).
- Assist team in identifying local resources for families.
- Participate in planning and evaluation of meetings and team process.



## Community Connections Network

◆-----◆  
Role of Oregon Center for Children and Youth with Special Health Needs  
(OCCYSHN)**TRAINING AND CONTINUING EDUCATION  
FOR COMMUNITY CONNECTIONS NETWORK (CCN) TEAMS**

Training and continuing education is an important part of the support OCCYSHN provides to the communities. This role takes several forms:

Annual Training

An annual training in a central location accessible to all teams may be offered. The training agenda is developed through feedback from community team members on topics of special interest. The training is multidisciplinary in presentation and breadth. All team members from all communities are invited to participate and a limited number are funded to attend.

Community In-service Training

As part of the ongoing support to communities, OCCYSHN will pay the expenses for a specialty consultant to visit each CCN community to provide in-service training and/or consultation to the CCN team and the larger community up to two times each year. Each team may decide what consultant would be most helpful (i.e.: developmental pediatrician, educator, speech pathologist, psychologist, or other clinician/professional serving children with special needs). Evaluation of the training event or consult service (including feedback on the learning experience and how practice has been impacted by new ideas and information) is part of the continuous quality assurance that is included in the community trainings.

Other Continuing Education

Networking with other CCN teams and additional education may be available through OCCYSHN using methods such as Webcasting, regional conferences and conference calls. Team members are encouraged to seek other experiences which increase knowledge, skills and motivation to serve CYSHN.



## Community Connections Network

◆-----◆  
Role of Oregon Center for Children and Youth with Special Health Needs  
(OCCYSHN)**CONSULTATION TO LOCAL CCN TEAMS**Community Consultant

OCCYSHN provides each CCN site an assigned Community Consultant who will make periodic site visits and stay in regular contact with the communities. The Community Consultant will also provide training to CCN Local and Adjunct Coordinators, arrange the specialty consultation and in-service training, and facilitate problem-solving and team member replacement as necessary.

Mentoring

Mentoring of CCN members is available to all community teams, especially in communities with new members. In addition to the local consultant, mentoring relationships with discipline specific professionals can be arranged. We offer nutrition, special education, nursing and other specialties as requested.

Physician or nurse practitioner mentoring is available through CDRC at Oregon Health and Sciences University (OHSU) which maintains the Developmental Pediatrician Consult line for physicians. If CCN doctors or nurse practitioners have questions about the development or behavior of a child in practice or through CCN, they may call the OHSU consult service and ask for the developmental pediatrician on call. One of the OHSU Developmental Pediatricians will be available Monday - Friday, 7:00 am to 6:00 pm. The toll free number of the consult service is 1-800-245-6478; and if you are local, the number is, 503-494-4567. The goal of the consult service is to return a call within 2 hours if someone is not readily available.

Family Consultant

Family consultants are available to all CCN teams to provide input on Family Professional Partnerships and Family Centered Care. Family Consultants provide support and training for Family Liaisons that participate on the CCN teams.

Financial Supports

Yearly contracts are sent to CCN communities specifying dollar supports and terms of service to local communities and families. OCCYSHN distributes federal Title V dollars to support activities which improve the health and outcomes for children and youth with special health needs. Teams receiving dollars for Community Connections Network activities abide by the contract terms. Team and OCCYSHN evaluations seek to assure CCN activities are effective for local communities and OCCYSHN.

## Community Connections Network

## Minimum Standards for Program Performance

**TEAM: Wasco Sherman Gilliam CCN**

**1. MEETINGS**

CCN team will hold a minimum of 8 team meetings and will accomplish the following:

- Discuss new child referrals and determine next steps.
- Follow-up discussion on children previously seen at CCN.
- Meet with children/families and create (or follow-up on) a care plan to address unmet needs.
- Plan and/or review trainings to address building community capacity to care for CYSHN.
- Plan marketing and outreach efforts.
- Discuss and address team make-up. (Invite new members as appropriate.)
- Discuss community system of care, including identifying and addressing barriers for CYSHN.
- Identify and plan activities to meet annual goal. (See 2d below.)

If there is no child visit scheduled, a CCN team meeting will still be held. An agenda will be developed using the bullet points above, or other topics pertinent to local CYSHN.

**2. PROCEDURAL STANDARDS**

- a. Team will follow CCN Meeting Facilitation Guidelines.
- b. Team will utilize CCN Care Plan, Care Plan Tracking Tool, and CCN Child Roster.
- c. Team will complete and return Child Visit and Team Meeting Data forms within two weeks of each meeting. Other data collections tools will be submitted as directed.
- d. Teams will identify and document at least one goal for next year at the end of each CCN year.

**3. SITE-SPECIFIC REQUIREMENTS**

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Subaward No. 4 B04MC06604-01-04  
CFDA No. 93.994  
OREGON HEALTH & SCIENCE UNIVERSITY

This Agreement is by and between the Oregon Health & Science University at 3181 SW Sam Jackson Park Road, Portland, Oregon (hereinafter referred to as the UNIVERSITY) and the North Central Public Health District. (hereinafter referred to as SUBAWARDEE)

Witnesseth:

Whereas, UNIVERSITY has been awarded DHHS, Health Resources and Services Administration (HRSA), grant number prime contract ~~107743~~ <sup>126133</sup>, through the State of Oregon, for support of the project entitled "Maternal and Child Health Services Block Grant".

Whereas, the SUBAWARDEE has proposed to receive a fixed funding amount to support the completion of a specific Scope of Work, as detailed in the grant application referenced above;

Whereas, the UNIVERSITY and SUBAWARDEE are subject to the terms and conditions of the State of Oregon, contract number ~~107743~~ <sup>126133</sup> and the Maternal and Child Health Service Block Grants to the States Terms and Conditions in Attachment C.

Now therefore, the parties agree to the following conditions:

#### 1. Scope of Work

SUBAWARDEE shall utilize the funds to complete the Team Members' Roles and Responsibilities as identified in Attachment B and shall meet the Program Standards as identified in Attachment A. The role of the UNIVERSITY and OCCYSHN is identified in Attachment D. All attachments referenced are hereby made a part of this Agreement.

#### 2. Period of Performance

The period of performance of this Agreement shall be October 1, 2011 through September 30, 2012.

#### 3. Personnel

Marilyn Sue Hartzell, M.Ed., shall be responsible for the conduct of all activities under this project for UNIVERSITY. Teri Thalhofer shall be responsible for the conduct of all activities under this project for SUBAWARDEE. SUBAWARDEE shall notify UNIVERSITY and OCCYSHN in writing in advance of any change in Personnel. Notification shall be given to the contact as listed in Article 14, Notices.

#### 4. Compensation and Payment

UNIVERSITY will issue payment to SUBAWARDEE in the amount of \$2,200.00 quarterly. Payment shall be based upon the reasonable, allowable and allocable costs incurred in providing services described in Attachments A, B and D. UNIVERSITY will reserve the right to verify data submission and withhold payment if requirements, per the attachments, and the reporting requirement described in Article 5 are not met.

**COPY**  
- of original contract -  
CCN

Subaward No. 4 B04MC06604-01-04

CFDA No. 93.994

Quarterly payment may be increased or decreased at the discretion of the UNIVERSITY, dependent on levels of funding provided by the State of Oregon and the Maternal and Child Health Service Block Grants to the States.

Quarterly payment adjustments will be implemented by way of an amendment executed by both parties.

Prior to submission of the final payment, SUBAWARDEE agrees to provide UNIVERSITY with a copy of SUBAWARDEE's most current audit report. Failure to submit the report in a timely manner will result in a delay of final payment.

The SUBAWARDEE agrees to maintain financial records, in accordance with generally accepted accounting practices and OMB policies and regulations, which clearly identify and describe the nature and type of all costs of the project and establish the SUBAWARDEE's right to reimbursement. All costs will be subject to audit by the UNIVERSITY's Financial Officer or the Secretary of State Division of Audits and the cognizant Federal Audit Agency.

From time to time, UNIVERSITY will conduct desk audits. SUBAWARDEE agrees to comply with requests for information in a timely manner when selected for audit.

#### **5 Financial Reporting Requirement**

SUBAWARDEE shall submit a financial report for the project year, October 1, 2009 through September 30, 2010, and annually thereafter, no later than November 15 each year. This reporting requirement shall be made a part of all future agreements for future project years. Failure to submit the report in a timely manner will result in the withholding of the second quarterly payment until SUBAWARDEE complies. Report shall be in the format provided in Attachment E.

#### **6. Independent Contractor**

The SUBAWARDEE is an independent contractor. No provision of this Agreement shall be deemed to constitute the SUBAWARDEE or any agent or employee of the SUBAWARDEE as an agent or employee of the UNIVERSITY. The SUBAWARDEE agrees that it has entered into this Agreement and will discharge its obligations, duties, and undertakings and the work pursuant thereto whether requiring professional judgment or otherwise as an independent SUBAWARDEE and without liability on the part of the UNIVERSITY.

#### **7. Indemnity**

OHSU and SUBAWARDEE each shall be responsible, to the other, to the extent permitted by the Oregon Constitution (including but not limited to Article XI, Section 7 thereof), subject to the limitations of the Oregon Tort Claims Act (ORS 30.260-30.300), only for the acts, omissions, or negligence of its officers, employees or agents. Either party may, at its election and expense, assume its own defense and settlement of any claim, action or suit if it determines that the other party is prohibited from defending it, or is not adequately defending its interests, or that an important government principle is at issue and the party desires to assume its own defense.



Subaward No. 4 B04MC06604-01-04

CFDA No. 93.994

#### **8. Attribution**

Neither party may produce any book, article or paper based upon or arising from the activities conducted under this Agreement without 1) providing a copy of the book, article or paper to the other party and 2) attributing, in the book, article or paper, the contributions of the other party to the activities conducted under this Agreement or obtaining written permission from the other party to forego such attribution.

#### **9. Publications**

Any research reports and publications relating to the work under this Agreement shall bear proper acknowledgment of the support provided by grant # i4 B04MC06604-01-04 in accordance with Sponsor requirements.

#### **10. Use of Name**

Neither party shall use the name of the other party or that party's employees, agents or assigns in any form of advertisement or publicity without first obtaining the other party's written approval for such use.

#### **11. Ownership of Deliverables**

SUBAWARDEE and UNIVERSITY shall jointly own all materials produced or required to be delivered under this Agreement. UNIVERSITY and SUBAWARDEE hereby grant to the Federal Government Funding Source an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform, and display the materials produced, and to authorize others to do the same.

#### **12. Modifications**

The parties agree that the terms and provisions of this Agreement shall be modified in writing and executed by the parties hereto, to reflect any additional requirements or changes mandated by the Sponsor.

#### **13. Termination**

This Agreement may be terminated by either party upon thirty (30) days notice. This termination must be in writing and delivered by certified mail or in person. Any such termination of this Agreement shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

#### **14. Notices**

All notices required to be given under this Agreement shall be in writing and sent to the party as indicated below:

TO UNIVERSITY

Danny Stockdale, Grants & Contracts Administrator  
Oregon Health & Science University  
3181 SW Sam Jackson Park Road, L106  
Portland, Oregon 97239

Subaward No. 4 B04MC06604-01-04  
CFDA No. 93.994  
TO SUBAWARDEE

North Central Public Health District  
Teri Thalhofer  
419 E. 7<sup>th</sup> St., Room 100  
The Dalles, OR 97058

#### 15. Certifications

By signing this Agreement, the authorized official of the SUBAWARDEE certifies compliance with the following rules and regulations.

**A. Discrimination/Affirmative Action:** The SUBAWARDEE will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, handicap or national origin. SUBAWARDEE certifies compliance with:

Title VI and VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d et seq.  
and

Executive Order 11246

Section 504 of the Rehabilitation Act of 1973, as amended: 29 U.S.C. 794

Title IX of the Education Amendments of 1972, as amended: 20 U.S.C. 1681 et seq.

Age Discrimination Act of 1975, as amended: 42 U.S.C. 6101 et seq.

The Americans with Disabilities Act of 1990

Non-Discrimination Action: 41 CFR Part 60

Affirmative Action Compliance: 41 CFR Part 60-1 and 60-2

**B. Lobbying:** No Federal appropriated funds have been paid or will be paid, by or on behalf of the SUBAWAREE, 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 a Federal loan, the entering into of any cooperating agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or intending to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the SUBAWARDEE shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," to the UNIVERSITY.

**C. Debarment, Suspension:** SUBAWARDEE certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency (45 CFR Part 76).



Subaward No. 4 B04MC06604-01-04

CFDA No. 93.994

**D. Drug Free Workplace:** SUBAWARDEE certifies compliance with the requirements of the Drug Free Workplace Act of 1988.

**E. Pro-Children Act of 1994:** SUBAWARDEE certifies compliance with the requirements of PL 103-227, Title X, Part C Environmental Tobacco Smoke.

**F. Clean Air Act of 1970:** In compliance with 42 USC 7401 et seq., SUBAWARDEE certifies that it is not listed on the Environmental Protection Agency List of Violating Facilities. In addition, SUBAWARDEE will immediately notify UNIVERSITY of the receipt of any communication from the Environmental Protection Agency indicating that any facility that SUBAWARDEE proposes to use for the performance of this Agreement is under consideration to be listed on the EPA List of Violating Facilities.

**G. Medicare and Medicaid Anti-Kickback:** SUBAWARDEE certifies compliance with 42 USC 1320a-7b (b).


**THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN UNIVERSITY AND SUBAWARDEE. NO WAIVER, CONSENT, MODIFICATION OR CHANGE OF TERMS OF THIS AGREEMENT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY A DULY AUTHORIZED REPRESENTATIVE OF BOTH ORGANIZATIONS.**

Approved and Agreed:

OREGON HEALTH & SCIENCE UNIVERSITY

SUBAWARDEE

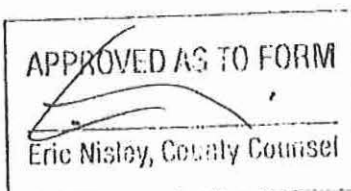
By:

  
Jesse Null  
Manager, Research Grants & Contracts

  
(Authorized Official)

Date: 9.19.11

Date: 9/16/2011



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## Community Connections Network – Vision and Purpose

The Oregon Center for Children and Youth with Special Health Care Needs (OCCYSHN) promotes optimal health and development for Oregon's children and youth with special health care needs by assuring a family-centered, community based, comprehensive, coordinated and culturally appropriate system of care. OCCYSHN achieves this goal by working in partnership with families, service providers, public health and communities.

Community Connections Network (CCN) is OCCYSHN's partnership with community teams to serve families of children with unmet complex health needs effecting social, educational and community success. Local multidisciplinary teams commit to collaborating in ways which promote optimal health and development in individual children and youth with special health needs while expanding community capacity, confidence and coordination of local services for CYSHN. Oregon Center for Children and Youth with Special Health Needs supports the development and growth of local CCNs through education, consultation, technical assistance and direct financial support.

Community Connection Teams and Oregon Center for Children and Youth share commitment to the following guiding principles:

### *Community Connection Network Guiding Principles*

*Services for Children with Special Health Needs are best when driven by confident, knowledgeable families and delivered as close to home as possible, in a coordinated fashion by a team of skilled professionals.*

*Professional and community knowledge, skill and motivation to serve CYSHN are best supported by family partnership, collaboration across agencies and specialized training and experiences related to working with children and youth with special needs.*

*Community Connections Network Teams are dedicated to the promotion of health enhancing activities for children and youth with special health needs which become self-sustaining and community owned and in partnership with families.*

## Community Connections Network – Team Members' Roles and Responsibilities

The Oregon Center for Children and Youth with Special Health Needs (OCCYSHN) supports several positions necessary for a successful CCN and the multidisciplinary team process including:

- (1) A CCN Local Coordinator to schedule CCN meetings, obtain releases and records, and to coordinate communication between the CCN team, and between CCN and OCCYSHN
- (2) A physician or nurse practitioner to review records, conduct evaluations as needed, provide a medical perspective and health information, and help with the planning process
- (3) A professional adjunct to work in partnership with the CCN Local Coordinator to identify and plan consultations and in-service trainings, conduct community outreach on CCN services, and network with other entities including family organizations serving CYSHN
- (4) A family liaison to support families of children seen during CCN team meetings
- (5) CaCoon nurse participation is encouraged

Local determination of how CCN team roles & responsibilities are assigned and provided at team meetings is encouraged. OCCYSHN supports CCN team service provision within the context of a community system of care. Services may vary depending on local need and may include evaluation of the child or youth's strengths, identification of care and service needs, establishing a plan of care, coordinating services between agencies, and identifying the primary case management provider, all in partnership with the family.

The following are lists of functions by role on the CCN Team.

<b>All Team Members</b>
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- o Participate in referral, planning and CCN regularly scheduled team meetings to provide local, family-centered, coordinated care for Children and Youth with Special Health Needs (CYSHN).
- o Participate in identifying local, unmet needs of CYSHN and their families, and in identifying and accessing resources.
- o Assist with the coordination of OCCYSHN sponsored local consultations and in-service trainings.
- o Participate in networking/training opportunities such as: webcasts, regional conferences, and conference calls. Participate in local OCCYSHN trainings
- o Participate in team evaluation activities including completion of team meeting day checklist, parent surveys and end of year team evaluation.
- o Network with other CCN teams as needed
- o Communicate with OCCYSHN as needed
- o Commit to the CCN vision and purpose as described in Attachment A.



## Community Connections Network – Team Members' Roles and Responsibilities

### Local CCN Coordinator

#### Local Coordinator General Duties

- Work with team to develop and distribute annual CCN team meeting schedule (dates and times).
- Facilitate data collection onto Child Visit Data Form and Team Activity Data Forms.
- Facilitate completion of Year End Evaluation (required), Parent Evaluation of Team Meeting (optional), and share findings of evaluations with the team and OCCYSHN
- Develop and distribute list of CCN team members and contact information to team members and community-based services consultant.
- Customize forms, letters, consents etc. with the local community's name, and the coordinator's name, telephone number and address.
- With CCN team members, contact and provide information to appropriate entities to increase awareness of the CCN team services. Groups may include the Local Interagency Coordinating Council (LICC), school districts/special education departments, parent groups, medical community, and the community at large.
- Obtain confidentiality signatures of all CCN team members participating in the team meeting on the Annual Confidentiality Statement (yearly) and have providers sign the Confidentiality Agreement and Attendance Roster (each meeting day).
- With the help of the team, identify your local agency's HIPAA-compliant Release of Information and Notice of Privacy Practice forms to be signed by each family attending the team meeting. OHSU forms should no longer be used.
- Create and maintain locally medical files for children seen in the CCN. OCCYSHN no longer retains a copy of the child's CCN medical record.

#### Pre-Meeting

- With the help of the team identify if a referred child/youth should be seen by the CCN team or referred elsewhere. If additional testing or information is needed, identify which disciplines need to see the child. (triage)
- Contact family to provide information about CCN and determine interest in participation. Secure a signed copy of your agency's Release of Information and Notice of Privacy Practices acknowledgement form in order to gather health, school, social service and other related information.
- Create an organized file for each child and make it available to team medical provider in a timely manner.
- If additional assessments are needed on the day of the team meeting, contact the responsible provider at least 2 weeks prior to the team meeting date to schedule a time for the assessment.
- Contact parents, health, school personnel, social services and other critical providers involved in the care of the child to schedule a meeting time and to tell them what information they need to bring for the team meeting.

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## Community Connections Network – Team Members' Roles and Responsibilities

- Send a reminder note to appropriate people one week prior to established team meeting day giving the time for planning and referral meeting. If any changes must be made, the coordinator will contact anyone not present as soon as possible to cancel and reset new meeting time.
- Contact designated local family liaisons at least two weeks prior to meeting regarding information on meeting dates and family contact information.

### Team Meeting Day

- Facilitate meeting, or assign facilitator, to lead the team and family in sharing information and developing recommendations allowing each participant time to share concerns while staying within time scheduled. Assignment of a facilitator for each team meeting is encouraged.
- Complete or assign someone to complete the Assessment Summary (or summary and recommendations) for plan of care that was agreed on by the team and family.
- Distribute the Assessment Summary (or summary and recommendations) to professionals upon completion of the meeting, or if preferred, soon after the meeting.
- Distribute the Assessment Summary (or summary and recommendations) to the child's family to be included in their child's Care Notebook.
- Maintain a list of all CCN team meeting participants for local team and OCCYSHN outreach purposes.
- If time allows review referrals for upcoming team meetings and schedule children.
- Encourage and reinforce family involvement in team meetings; promote family participation in decision-making.
- Give the family a Parent Evaluation of Team Meeting (optional) to complete and return.

### Post Meeting

- Complete Child Visit Data Form and Team Activity Data Form and FAX it to the Oregon Center for Children and Youth with Special Health Needs at (503) 494-2755. Physician payment is triggered upon receipt of the checklist.
- Ensure reports are completed and distributed in a timely fashion to the appropriate professionals involved with the child and family.
- Ensure reports are completed and distributed to the family for inclusion in their child's Care Notebook.
- As appropriate, in 3-4 months, contact the family and/or referral source regarding implementation and success of the recommendations, report to the team, and determine the need for subsequent visit.

## Community Connections Network – Team Members' Roles and Responsibilities

### End of Year

- Distribute the necessary evaluation materials to determine strengths and needs of the CCN team process:
  - Year End Evaluation (required). Please return to your OCCYSHN Community Consultant.
  - Parent Evaluation of Team Meeting (optional). Share with team and OCCYSHN consultant
  - Referral Source Evaluation (optional).

### Local CCN Physician/Nurse Practitioners

- Participate as a team member in scheduled CCN meeting
- Assist in the selection of children for evaluation or provide feedback on children selected, participate in triage of children.
- Evaluate children and develop recommendations for care to be shared with the team and family with a focus on family-centered care and coordinated care.
- Write reports in a timely fashion. Follow up with child's PCP.
- Assist in the planning and evaluation of the CCN team process.
- Enlist support from, and assist in the education of local physicians as to the services available through CCN.
- Participate in trainings to increase knowledge base and skills to care for CYSHN.
- Invite local providers to CCN training events.

### Professional Adjunct to the Local CCN Coordinator

In many CCN sites the CCN Local Coordinator role of the program is provided by administrative or support staff personnel. The professional adjunct role is intended to assist in those aspects of coordination that benefit from professional input and from infrastructure building activities including:

- Engaging other community professionals in CCN meetings.
- Facilitation of CCN data collection onto the Child Visit Data Form and the Team Activity Data Form, sharing of parent survey findings and Year End Evaluation.
- Follow-up with the family, family liaison, and/or referral source regarding plan implementation and success of team recommendations as appropriate.
- Identify with other CCN team members local training needs and assist with CCN sponsored in-services and consultations.
- Contact and provide information to appropriate entities to increase awareness of the CCN team services. Groups may include the Local Interagency Coordinating Council (LICC), school districts/special education departments, parent groups, medical community, and the community at large.



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## Community Connections Network – Team Members' Roles and Responsibilities

Professional adjunct assistance to the local coordinator may also include the following duties:

- Assist coordinator in gathering signatures on HIPAA documents (Release of Information Notice of Privacy Practices).
- Assist coordinator with contacting parents and providers to notify them of team meeting schedule and what information they need to bring for the staffing meeting.
- Assist physician or other team member in facilitating team meetings for each child to allow each professional to have time to share their test results and recommendations and staying within time scheduled.
- Write or review the Assessment Summary (or summary and recommendations) of the team.

<b>Family Liaison</b>
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The role of the Family Liaison is to support the family being seen by the team before the team meets, during the team meeting, and after the team meeting with a follow-up phone call. The Family Liaison will:

- Call or meet with the family before the team meeting to explain the team process and assist the family with their questions and goals for the team.
- Support the family during the team meeting. Support may include asking questions of the team that the family is uncomfortable asking (with the family's permission), taking notes for the family, refocusing discussion on family questions and goals, being aware of the needs of the family and asking for a break if needed, etc.
- Represent a family perspective during the team meetings when the family being seen is not present.
- Follow up with the family to see if their questions were answered and if plan met family's needs. Provide further follow-up or assistance if needed.
- Refer unanswered questions to appropriate team member(s).
- Assist team in identifying local resources for families.
- Participate in planning and evaluation of meetings and team process.

## **Attachment C**

### **Use of Allotment Funds [Section 504]**

The SUBAWARDEE may use funds paid to it for the provision of health services and related activities (including planning, administration, education, and evaluation) consistent with its application. It may also purchase technical assistance if the assistance is required in implementing programs funded by Title V.

Funds may be used to purchase technical assistance from public or private entities if required to develop, implement, or administer the MCH Block Grant

Funds may be used for salaries and other related expenses of National Health Services Corps personnel assigned to the State

Funds may not be used for cash payments to intended recipients of health services or for purchase of land, buildings, or major medical equipment. Other restrictions apply.

Funds may not be used to make cash payments to intended recipients of services.

Funds may not be provided for research or training to any entity other than a public or non-profit private entity.

Funds may not be used for inpatient services, other than for children with special health care needs or high-risk pregnant women and infants or other inpatient services approved by the Associate Administrator for Maternal and Child Health. Infants are defined as persons less than one year of age.

Funds may not be used to make payments for any item or service) other than an emergency item or service) furnished by an individual or entity excluded under Titles V, XVIII (Medicare), XIX (Medicaid), or XX (Social Services Block Grant) of the Social Security Act.

MCH Block Grant funds may not be transferred to other block grant programs.



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## Community Connections Network – Role of Oregon Center for Children and Youth with Special Health Needs (OCCYSHN)

### TRAINING AND CONTINUING EDUCATION for Community Connections Network (CCN) TEAMS

Training and continuing education is an important part of the support OCCYSHN provides to the communities. This role takes several forms:

#### Annual Training

An annual training in a central location accessible to all teams may be offered. The training agenda is developed through feedback from community team members on topics of special interest. The training is multidisciplinary in presentation and breadth. All team members from all communities are invited to participate and a limited number are funded to attend.

#### Community In-service Training

As part of the ongoing support to communities, OCCYSHN will pay the expenses for a specialty consultant to visit each CCN community to provide in-service training and/or consultation to the CCN team and the larger community up to two times each year. Each team may decide what consultant would be most helpful (i.e.: developmental pediatrician, educator, speech pathologist, psychologist, or other clinician/professional serving children with special needs). Evaluation of the training event or consult service (including feedback on the learning experience and how practice has been impacted by new ideas and information) is part of the continuous quality assurance that is included in the community trainings.

#### Other Continuing Education

Networking with other CCN teams and additional education may be available through OCCYSHN using methods such as Webcasting, regional conferences and conference calls. Team members are encouraged to seek other experiences which increase knowledge, skills and motivation to serve CYSHN.

### Consultation to Local CCN Teams

#### Community Consultant

OCCYSHN provides each CCN site an assigned Community Consultant who will make periodic site visits and stay in regular contact with the communities. The Community Consultant will also provide training to CCN Local and Adjunct Coordinators, arrange the specialty consultation and in-service training, and facilitate problem-solving and team member replacement as necessary.

#### Mentoring

Mentoring of CCN members is available to all community teams, especially in communities with new members. In addition to the local consultant, mentoring relationships with discipline specific professionals can be arranged. We offer nutrition, special education, nursing and other specialties as requested.

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## Community Connections Network – Role of Oregon Center for Children and Youth with Special Health Needs (OCCYSHN)

Physician or nurse practitioner mentoring is available through CDRC at Oregon Health and Sciences University (OHSU) which maintains the Developmental Pediatrician Consult line for physicians. If CCN doctors or nurse practitioners have questions about the development or behavior of a child in practice or through CCN, they may call the OHSU consult service and ask for the developmental pediatrician on call. One of the OHSU Developmental Pediatricians will be available Monday - Friday, 7:00 am to 6:00 pm. The toll free number of the consult service is 1-800-245-6478; and if you are local, the number is, 503-494-4567. The goal of the consult service is to return a call within 2 hours if someone is not readily available.

### Family Consultant

Family consultants are available to all CCN teams to provide input on Family Professional Partnerships and Family Centered Care. Family Consultants provide support and training for Family Liaisons that participate on the CCN teams.

### Financial Supports

Yearly contracts are sent to CCN communities specifying dollar supports and terms of service to local communities and families. OCCYSHN distributes federal Title V dollars to support activities which improve the health and outcomes for children and youth with special health needs. Teams receiving dollars for Community Connections Network activities abide by the contract terms. Team and OCCYSHN evaluations seek to assure CCN activities are effective for local communities and OCCYSHN.





## Research Grants & Contracts

Mail code: L106 • 3181 S.W. Sam Jackson Park Road • Portland, Oregon 97239-3098  
TEL 503 494-7784 • Fax 503 494-7787  
[www.ohsu.edu/research](http://www.ohsu.edu/research)

# Subaward Request Form

*Please remember to provide the necessary documentation:*

- *First Year Subaward Request - Submit completed form, attach budget and scope of work.*
- *Continuing Subaward Request - Submit completed form, attach budget and scope of work if different than prior year.*
- *No Cost Extension Only - Submit completed form.*

### OHSU Information

PPQ # 9004076 OHSU Investigator Marilyn Hartzell

OHSU Administrative Contact **Brittany Kirkendall**

Phone 4-2708

Mail Code CDRC

Project Title (as shown on application/award notice) Maternal and Child Health Services Block Grant

OHSU Fund Number/OGA Project Number 42419

Agency Award Number 4 B04MC06604-01-044

B04MC06604-01-04

### Subawardee Information (the organization to which the subaward will be issued)

Organization Name North Central Public Health Department

Organization Address 419 E. 7th St., Room 100 The Dalles, OR 97058

Contact Person (subawardee's contract officer) Teri Thalhofer

Email [terit@co.wasco.or.us](mailto:terit@co.wasco.or.us)

Phone (541) 506-2614

Fax (541) 506-2601

Subaward Principal Investigator Marilyn Hartzell

Email [hartzell@ohsu.edu](mailto:hartzell@ohsu.edu)

### Subaward Information

☒ First Year/New Subaward ☐ Continuing Subaward ☐ No Cost Extension Only - Proposed End Date

Requested Subaward Period (must be within current budget period) Start Date 10/01/11 End Date 09/30/12

Carry-forward of funds from one budget period to the next will be **Restricted**. If agreement should be written to allow subawardee to automatically carry-forward funds from one budget period to the next, you acknowledge your project and/or department may incur higher financial risk. To override **Restricted** carry-forward, check this box ☐.

Direct Costs \$8,800.00

F&A

Email required documents to [orserv@ohsu.edu](mailto:orserv@ohsu.edu) or mail to RGC @ mail code L106

Last Updated April 22, 2010





**Research Grants & Contracts**

Mail code: L106 • 3181 S.W. Sam Jackson Park Road • Portland, Oregon 97239-3098  
TEL 503 494-7784 • Fax 503 494-7787  
[www.ohsu.edu/research](http://www.ohsu.edu/research)

**Subaward Request Form**

**Marilyn Sue Hartzell**

Digitally signed by Marilyn Sue Hartzell  
DN: cn=Marilyn Sue Hartzell, o=OHSU, ou=OCCYSHN,  
email=hartzell@ohsu.edu, c=US  
Date: 2011.09.14 10:51:20 -0700

OHSU Investigator Signature

Date



# **SUBAWARD AMENDMENT**

<b>UNIVERSITY:</b>	<b>SUBAWARDEE:</b>
Oregon Health & Science University 3181 SW Sam Jackson Park Rd., L106RGC Portland OR 97239-3098	North Central Public Health District 419 E 7th St. Room 100 The Dalles, OR 97058-2676
<b>PRIME AWARD AGENCY:</b> State of Oregon	<b>PRIME AWARD NUMBER:</b> 126133
<b>PROJECT TITLE:</b> Maternal and Child Health Services Block Grant	<b>OHSU PI:</b> Marilyn Hartzell
<b>CFDA Number:</b> 93.994	<b>SUBAWARD NUMBER:</b> 4 B04MC06604-01-044
<b>Period of Performance:</b> 10/1/11-9/30/13	<b>Amount Funded this Period:</b> \$10,958.12
<b>SUBAWARDEE PI:</b> Teri Thalhofer	<b>Amendment Number:</b> 1

The UNIVERSITY and the SUBAWARDEE mutually agree to the following changes to Subaward Number 4 B04MC06604-01-044

## 2. Period of Performance

The period of performance of this Agreement shall be October 1, 2011 through September 30, 2013.

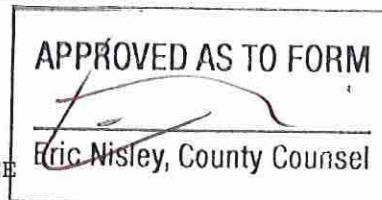
## 4. Compensation and Payment (first paragraph is amended to read)

UNIVERSITY will issue payment to SUBAWARDEE in the amount of \$2,739.53 quarterly. Payment shall be based upon the reasonable, allowable and allocable costs incurred in providing services described in Attachments A, B and D. UNIVERSITY will reserve the right to verify data submission and withhold payment if requirements, per the attachments, and the reporting requirements described in Article 5 are not met.

All other terms and conditions remain the same.

OREGON HEALTH & SCIENCE UNIVERSITY

SUBAWARDEE



By: \_\_\_\_\_  
Timothy Rinner  
Manager, Research Grants & Contracts

Date

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

Subaward No. 4 B04MC06604-01-044 B04MC06604-01-04  
CFDA No. 93.994  
OREGON HEALTH & SCIENCE UNIVERSITY

This Agreement is by and between the Oregon Health & Science University at 3181 SW Sam Jackson Park Road, Portland, Oregon (hereinafter referred to as the UNIVERSITY) and North Central Public Health District (referred to as SUBAWARDEE)

Witnesseth:

126133



Whereas, UNIVERSITY has been awarded DHHS, Health Resources and Services Administration (HRSA), grant number prime contract ~~107743~~, through the State of Oregon, for support of the project entitled "Maternal and Child Health Services Block Grant".

Whereas, the SUBAWARDEE has proposed to receive a fixed funding amount to support the completion of a specific Scope of Work, as detailed in the grant application referenced above;

126133

Whereas, the UNIVERSITY and SUBAWARDEE are subject to the terms and conditions of the State of Oregon contract number ~~107743~~ and the Maternal and Child Health Service Block Grants to the States Terms and Conditions in Attachment C.



Now therefore, the parties agree to the following conditions:

### 1. Scope of Work

SUBAWARDEE shall utilize the funds to complete the CaCoon Program Goals as identified in Attachments A and D, and in Attachment B as applicable. SUBAWARDEE shall meet the Minimum Standards of Program performance as identified in Attachment D. The conditions of Attachment A, Eligibility Criteria shall also be met by the SUBAWARDEE when admitting clients into the Project. All attachments referenced are hereby made a part of this Agreement.

### 2. Period of Performance

The period of performance of this Agreement shall be October 1, 2011 through September 30, 2012.

### 3. Personnel

Marilyn Sue Hartzell, M.Ed., shall be responsible for the conduct of all activities under this project for UNIVERSITY. Terri Thalhofer shall be responsible for the conduct of all activities under this project for SUBAWARDEE. SUBAWARDEE shall notify UNIVERSITY and OCCYSHN in writing in advance of any change in Personnel. Notification shall be given to the contact as listed in Article 16, Notices.

### 4. Compensation and Payment

UNIVERSITY will issue payment to SUBAWARDEE in the amount of \$2,739.53 quarterly. Payment shall be based upon the reasonable, allowable and allocable costs incurred in providing services described in Attachments A, B and D. UNIVERSITY will reserve the right to verify data submission and withhold payment if requirements, per the attachments, and the reporting requirement described in Article 5 are not met.

**COPY**  
CaCoon  
-of original contract-



Subaward No. 4 B04MC06604-01-044 B04MC06604-01-04  
CFDA No. 93.994

Quarterly payment may be increased or decreased at the discretion of the UNIVERSITY, dependent on levels of funding provided the State of Oregon and the Maternal and Child Health Service Block Grants to the States.

Quarterly payment adjustments will be implemented by way of an amendment executed by both parties.

Prior to submission of the final payment, SUBAWARDEE agrees to provide UNIVERSITY with a copy of SUBAWARDEE's most current audit report. Failure to submit the report in a timely manner will result in a delay of final payment.

The SUBAWARDEE agrees to maintain financial records, in accordance with generally accepted accounting practices and OMB policies and regulations, which clearly identify and describe the nature and type of all costs of the project and establish the SUBAWARDEE's right to reimbursement. All costs will be subject to audit by the UNIVERSITY's Financial Officer or the Secretary of State Division of Audits and the cognizant Federal Audit Agency.

From time to time, UNIVERSITY will conduct desk audits. SUBAWARDEE agrees to comply with requests for information in a timely manner when selected for audit.

#### **5. Financial Reporting Requirement**

SUBAWARDEE shall submit a financial report for the project year, October 1, 2010 through September 30, 2011, and annually thereafter, no later than November 15 each year. This reporting requirement shall be made a part of all future agreements for future project years. Failure to submit the report in a timely manner will result in the withholding of the second quarterly payment until SUBAWARDEE complies. Report shall be in the format provided in Attachment E.

#### **6. Independent Contractor**

The SUBAWARDEE is an independent contractor. No provision of this Agreement shall be deemed to constitute the SUBAWARDEE or any agent or employee of the SUBAWARDEE as an agent or employee of the UNIVERSITY. The SUBAWARDEE agrees that it has entered into this Agreement and will discharge its obligations, duties, and undertakings and the work pursuant thereto whether requiring professional judgment or otherwise as an independent SUBAWARDEE and without liability on the part of the UNIVERSITY.

#### **7. Indemnity**

OHSU and SUBAWARDEE each shall be responsible, to the other, to the extent permitted by the Oregon Constitution (including but not limited to Article XI, Section 7 thereof), subject to the limitations of the Oregon Tort Claims Act (ORS 30.260-30.300), only for the acts, omissions, or negligence of its officers, employees or agents. Either party may, at its election and expense, assume its own defense and settlement of any claim, action or suit if it determines that the other party is prohibited from defending it, or is not adequately defending its interests, or that an important government principle is at issue and the party desires to assume its own defense.

Subaward No. 4 B04MC06604-01-044 B04MC06604-01-04

CFDA No. 93.994

#### **8. Attribution**

Neither party may produce any book, article or paper based upon or arising from the activities conducted under this Agreement without 1) providing a copy of the book, article or paper to the other party and 2) attributing, in the book, article or paper, the contributions of the other party to the activities conducted under this Agreement or obtaining written permission from the other party to forego such attribution.

#### **9. Publications**

Any research reports and publications relating to the work under this Agreement shall bear proper acknowledgment of the support provided by grant # 4 B04MC06604-01-04 in accordance with Sponsor requirements.

#### **10. Use of Name**

Neither party shall use the name of the other party or that party's employees, agents or assigns in any form of advertisement or publicity without first obtaining the other party's written approval for such use.

#### **11. Ownership of Deliverables**

SUBAWARDEE and UNIVERSITY shall jointly own all materials produced or required to be delivered under this Agreement. UNIVERSITY and SUBAWARDEE hereby grant to the Federal Government Funding Source an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform, and display the materials produced, and to authorize others to do the same.

#### **12. Modifications**

The parties agree that the terms and provisions of this Agreement shall be modified in writing and executed by the parties hereto, to reflect any additional requirements or changes mandated by the Sponsor.

#### **13. Termination**

This Agreement may be terminated by either party upon thirty (30) days notice. This termination must be in writing and delivered by certified mail or in person. Any such termination of this Agreement shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

#### **14. Notices**

All notices required to be given under this Agreement shall be in writing and sent to the party as indicated below:

TO UNIVERSITY

Danny Stockdale, Grants & Contracts Administrator  
Oregon Health & Science University  
3181 SW Sam Jackson Park Road, L106  
Portland, Oregon 97239

TO SUBAWARDEE



Subaward No. 4 B04MC06604-01-044 B04MC06604-01-04  
CFDA No. 93.994

North Central Public Health District  
419 E. 7th St. Room 100  
The Dalles, OR 97058-2676

#### **16. Certifications**

By signing this Agreement, the authorized official of the SUBAWARDEE certifies compliance with the following rules and regulations.

**A. Discrimination/Affirmative Action:** The SUBAWARDEE will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, handicap or national origin. SUBAWARDEE certifies compliance with:

Title VI and VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d et seq.  
and

Executive Order 11246

Section 504 of the Rehabilitation Act of 1973, as amended: 29 U.S.C. 794

Title IX of the Education Amendments of 1972, as amended: 20 U.S.C. 1681 et seq.

Age Discrimination Act of 1975, as amended: 42 U.S.C. 6101 et seq.

The Americans with Disabilities Act of 1990

Non-Discrimination Action: 41 CFR Part 60

Affirmative Action Compliance: 41 CFR Part 60-1 and 60-2

**B. Lobbying:** No Federal appropriated funds have been paid or will be paid, by or on behalf of the SUBAWAREE, 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 a Federal loan, the entering into of any cooperating agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or intending to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the SUBAWARDEE shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," to the UNIVERSITY.

**C. Debarment, Suspension:** SUBAWARDEE certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency (45 CFR Part 76).

**D. Drug Free Workplace:** SUBAWARDEE certifies compliance with the requirements of the Drug Free Workplace Act of 1988.

**E. Pro-Children Act of 1994:** SUBAWARDEE certifies compliance with the requirements of PL 103-227, Title X, Part C Environmental Tobacco Smoke.

Subaward No. 4 B04MC06604-01-044 B04MC06604-01-04

CFDA No. 93.994

**F. Clean Air Act of 1970:** In compliance with 42 USC 7401 et seq., SUBAWARDEE certifies that it is not listed on the Environmental Protection Agency List of Violating Facilities. In addition, SUBAWARDEE will immediately notify UNIVERSITY of the receipt of any communication from the Environmental Protection Agency indicating that any facility that SUBAWARDEE proposes to use for the performance of this Agreement is under consideration to be listed on the EPA List of Violating Facilities.

**G. Medicare and Medicaid Anti-Kickback:** SUBAWARDEE certifies compliance with 42 USC 1320a-7b (b).

**THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN UNIVERSITY AND SUBAWARDEE. NO WAIVER, CONSENT, MODIFICATION OR CHANGE OF TERMS OF THIS AGREEMENT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY A DULY AUTHORIZED REPRESENTATIVE OF BOTH ORGANIZATIONS.**

Approved and Agreed:

OREGON HEALTH & SCIENCE UNIVERSITY

SUBAWARDEE

By:

  
Jesse Null  
Manager, Research Grants & Contracts

  
(Authorized Official)


Date:

10.2.11

Date:

9/19/2011

APPROVED AS TO FORM

  
Eric Nisley, County Counsel



## Oregon Care Coordination Program: CaCoon

### A. Specifications of the program

This section provides specifics of the CaCoon program that define its population, eligibility, program purpose and goals.

*The CaCoon program assists children with special health needs by providing care coordination through specially trained Public Health Nurses in local health departments.*

1. The definition of the program population to be served is:

*"Children with special health needs are those who have or are at risk for a chronic physical, developmental, behavioral or emotional condition and who also require health and related services of a type or amount beyond that required by children generally. (McPherson, et al., 1998, p. 138)."*

2. CaCoon Program Eligibility

- a. Age Eligibility: The CaCoon program serves children birth through 20 years of age.
- b. Diagnostic/Condition eligibility is outlined in the "B" column of the A and B Code Eligibility List (**See attached**). Public health nurses are encouraged to use their professional judgment. If the nurse identifies a child who has a chronic health condition or disability that is not specifically included in the B list, the child can be served by assigning a risk code of "B90-other conditions."

3. Financial Eligibility

- a. The CaCoon program is open to all children regardless of child or family insurance status or income.

4. CaCoon Program Purpose

- a. Ensure PHN care coordination services are available to qualifying Oregon children with special health care needs and their families.
- b. Provide specialized training, resources and consultation to PHNs providing CaCoon care so they will be knowledgeable and confident resources for families and community.

5. CaCoon Program Goals

- a. Identify children and youth birth to 21 with special health needs meeting CaCoon eligibility guidelines who are in need of care coordination.
- b. Provide accurate information for families, providers and other community partners.
- c. Assist families with skills needed to become independent as possible in caring for their child(ren).

## ATTACHMENT A

- d. Promote effective and efficient use of the health care system.
- e. Ensure access to health care and services.
- f. Promote well-being of CYSHN and their families.

### **B. Responsibilities of CaCoon Coordinator and other PHNs providing CaCoon services**

- 1. Practice expectations:
  - a. Receive orientation, training and periodic updates to CaCoon.
  - b. Conduct accurate assessments of child health and family strengths (refer to the CaCoon Program Manual delivered to your county or contact OCCYSHN).
  - c. Develop effective plans of care, monitor and adjust as needed.
  - d. Enter data according to the CaCoon program guidelines into the ORCHIDS data system.
  - e. Learn about and access comprehensive resources locally.
  - f. Coordinate health care and other services as needed.
  - g. Utilize expert consultation and resources as needed to improve practice.
  - h. Assure that program standards are met for each family served.
- 2. To families:
  - a. Provide accurate information.
  - b. Ensure CYSHN access to care and services.
  - c. Promote effective, efficient use of health care and services.
  - d. Promote the well-being of CYSHN and their families.
  - e. Ensure culturally appropriate interactions with families.
  - f. Develop plan of care in collaboration with family; monitor plan.
  - g. Assist with coordination and communication with child health care team.
  - h. Advocate for the child and family with providers and agencies.

### **C. Local Health Department and other entities' Responsibilities implementing CaCoon**

- 1. Assure standards are met in nurse practice of CaCoon program.
- 2. Provide supports for work space and access to community.
- 3. Enter CaCoon encounter data into the ORCHIDS Database.
- 4. Participate in State and local efforts to leverage funds to provide service to this population (e.g. Targeted Case Management and Medicaid Administrative Match).



**D. Promotora Program**

1. Perform CaCoon nurse responsibilities as outlined in the CaCoon Promotora Guidelines (See Attachment B).
2. Collect, report and maintain data for OCCYSHN as directed.

**E. Responsibilities of the CaCoon Coordinator in relation to:**

1. OCCYSHN/CaCoon Program:
  - a. Participate in OCCYSHN special initiatives, program planning and coordination of these services for children residing in their county.
  - b. Receive and disseminate all communication from OCCYSHN.
  - c. Attend OCCYSHN sponsored in-service training or designate a PHN replacement.
  - d. Share and disseminate OCCYSHN resources (e.g. new library books).
2. Local Health Department/Other contracting entities' staff:
  - a. Be available as a resource to other health, education and community service providers regarding children with special health needs.
  - b. Share OCCYSHN resources, tools and special training.
3. Local community (service area):
  - a. Assure the needs of the population are represented in community planning as available.
  - b. Be a resource regarding children with special health needs.
  - c. Assure CaCoon is represented on the Local Interagency Coordinating Council (LICC), Early Childhood Team (ECT), or combined LICC/ECT within local county for the purposes of representing the needs of children with special health needs and their families.
  - d. Assist in community process to identify needs and resources for CYSHN.
  - e. Participate in multidiscipline team processes for CYSHN as either a member or a resource to the team. (e.g. Community Connections, other service coordination teams for CYSHN or PHN clients).

## **ATTACHMENT B**

### **Oregon CaCoon (Care Coordination) Program: Promotora Services**

#### **Responsibilities of the public health nurse in counties where Promotora services are funded: Marion, Jackson, Hood River and Malheur counties**

The CaCoon Program sponsors a **Health Promotora** in selected counties to address some of the health care resource disparities, as well as provide more culturally appropriate care coordination for the Hispanic population.

#### **Responsibilities of the public health nurse working with the Health Promotora:**

The CaCoon Nurse will provide direction and oversight to the **Health Promotora** when carrying out the plan of care for a child/family.

The nurse is responsible for:

- Orientating the Health Promotora to the CaCoon Program and to state and community services for children with special health needs;
- Conducting all child and family health assessments;
- Implementing the home visit protocol;
- Assuring CaCoon program standards are met. (See Protocol for the CaCoon Nurse and Health Promotora).

The CaCoon Nurse directs the work of the Promotora and initiates weekly meetings to monitor the plan of care.

The CaCoon Nurse will meet face-to-face with the family at least every three months and document her assessments/evaluation of the progress or redevelopment of the plan to meet the client's needs.

#### **Responsibilities of the Health Promotora:**

The CaCoon Health Promotora will work under the direction of the CaCoon Nurse to provide services to the target population (Attachment D). The Health Promotora is not intended to provide health services but to promote health behaviors and help families access and coordinate health and related services.

#### **Health Promotora Interventions include (but may not be limited to):**

- Participates as a member of the health team;
- Conducts outreach activities to identify families needing services;
- Visits families in their homes;
- Assists the CaCoon Nurse to identify individual and family needs;
- Monitors, evaluates, and modifies care coordination plan with the family and under the direction of the CaCoon Nurse Links families with appropriate services;
- Assists families to arrange for supports to access health and related services, e.g., transportation and interpretation services;
- Advocates for the child's and family's needs;
- Acts as a liaison and source of information between the family and service providers by translating and interpreting if necessary;

## ATTACHMENT B

- Collaborates with other community agencies and service providers;
- Participates in CaCoon orientation and continuing education opportunities;
- Assists in the development of educational materials;
- Participates on community coalitions, committees and other appropriate groups;
- Collects data and reports activity.

### Protocol for the CaCoon Nurse and Health Promotora

1. The CaCoon Nurse makes the initial home visit on all new referrals to do a child health and family assessment, OR this visit may occur jointly with the CaCoon Nurse and the Health Promotora.
2. A care plan is developed by the CaCoon Nurse in collaboration with the family in which:
  - a. Strengths and needs are identified,
  - b. Level of service is determined, and
  - c. Involvement/role of the Health Promotora is defined, including frequency of visits.
3. The Health Promotora carries out the activities of the care plan that are not within the exclusive domain of nursing practice as indicated by the CaCoon Nurse.
4. The CaCoon Nurse and Health Promotora review cases on a weekly basis to:
  - a. Conduct chart reviews and review the plan of care.
  - b. Review interventions performed by the Health Promotora.
  - c. Identify additional training needs for the Promotora and develop a plan for meeting them.
5. The CaCoon Nurse should be available by phone at all times for consultation. If the child's health or family circumstances change, the Promotora will consult with the PHN who will decide if additional assessment is necessary.
6. A joint home visit with the CaCoon Nurse and Health Promotora is completed at least quarterly for evaluation and reassessment of the plan.



## **Attachment C**

### **Use of Allotment Funds [Section 504]**

The SUBAWARDEE may use funds paid to it for the provision of health services and related activities (including planning, administration, education, and evaluation) consistent with its application. It may also purchase technical assistance if the assistance is required in implementing programs funded by Title V.

Funds may be used to purchase technical assistance from public or private entities if required to develop, implement, or administer the MCH Block Grant.

Funds may be used for salaries and other related expenses of National Health Services Corps personnel assigned to the State.

Funds may not be used for cash payments to intended recipients of health services or for purchase of land, buildings, or major medical equipment.  
Other restrictions apply.

Funds may not be used to make cash payments to intended recipients of services.

Funds may not be provided for research or training to any entity other than a public or non-profit private entity.

Funds may not be used for inpatient services, other than for children with special health care needs or high-risk pregnant women and infants or other inpatient services approved by the Associate Administrator for Maternal and Child Health. Infants are defined as persons less than one year of age.

Funds may not be used to make payments for any item or service) other than an emergency item or service) furnished by an individual or entity excluded under Titles V, XVIII (Medicare), XIX (Medicaid), or XX (Social Services Block Grant) of the Social Security Act.

MCH Block Grant funds may not be transferred to other block grant programs.



## Oregon Care Coordination Program: CaCoon

### Minimum Standards of Program Performance

1. The local health department (LHD) will establish and maintain a triage system that acknowledges the most vulnerable children with special health needs. Priority will be given to families with:
  - a. A newborn with a disability.
  - b. A newly diagnosed infant/child with a disability.
  - c. Children with increased nutrition risk (e.g., children with congenital cardiac defects, cleft lip and palate, and cystic fibrosis).
  - d. Families having difficulty accessing or coordinating their child's care and services.

*This standard will be assessed during the annual site reviews by reviewing the LHD policies around triage of referrals.*

2. The LHD CaCoon program meets a minimum number of contacts per year. Each LHD is given the target number of annual contacts expected: 96.

*This standard will be assessed through a review of the ORCHIDS data reports for the LHD and the annual contacts report.*

3. Families considered part of the CaCoon Nurse's active caseload receive no less than one face-to-face every three months.

*This standard will be assessed through chart review and data contained within the ORCHIDS data system.*

4. The CaCoon Nurse performs or assures that children and their families receive the following minimum assessments:
  - a. Family assessment.
  - b. Developmental assessment (use of developmental tool for this population would be selective and for the purpose of monitoring, teaching or documenting progress).
  - c. Child health assessment, to include monitoring of vision and hearing (includes follow-up of hearing results from the newborn screening including hearing and vision screening).
  - d. Nutrition assessment using CYSHN screening tool or equivalent.
  - e. Safety assessment.
  - f. Tier assessment.

*This standard will be monitored through chart review.*

5. The client data record reflects evidence of care coordination, cultural competency and family partnership, and use of Tier level data to develop a plan of care which is periodically, reevaluated with the family and changed according to objective criteria or demonstrated and documented need.

## ATTACHMENT D

*This standard will be measured through chart review.*

6. Encounter data will be entered in the ORCHIDS database according to OFH standards.

*This standard will be measured through ORCHIDS data with results shared with the LHD on a quarterly basis.*

7. The LHD supervisor assures that CaCoon is represented at the county Local Interagency Coordinating Council (LICC) or planning group that assumes the mandate of LICC.

*This will be assessed through the annual site review.*

8. A CaCoon Nurse Coordinator is designated by the Nursing Supervisor as delineated in CaCoon manual.

*This will be assessed through OCCYSHN training participation records and annual site review.*

9. Other CaCoon nurses will meet requirements of the role as delineated in CaCoon Manual.

*This will be assessed through the annual site review.*

10. Counties will report child find activities which ensure families and community organizations are aware of services available through the local CaCoon program.

*This will be assessed through discussion of county policy and procedure, CaCoon PHN orientation at the county level and LHD expectation of the CaCoon Coordinator roles and responsibilities.*

11. Counties not meeting one or more of these standards will write a plan of improvement which they and OCCYSHN will monitor monthly. Inability to reach and maintain standards may result in changes or loss of annual contract at OCCYSHN's discretion.



## Babies First and CaCoon Risk Factors (A Codes and B Codes)

Babies First! (Birth through 4 years of age)	CaCoon (Birth through 20 years of age)
<p style="text-align: center;"><b>Medical Risk Factors</b></p> <p>A1. Drug exposed infant (See A29)</p> <p>A2. Infant HIV positive</p> <p>A3. Maternal PKU or HIV positive</p> <p>A4. Intracranial hemorrhage (excludes Very High Risk Factor B16)</p> <p>A5. Seizures (excludes VHR Factor B18) or maternal history of seizures</p> <p>A6. Perinatal asphyxia</p> <p>A7. Small for gestational age</p> <p>A8. Very low birth weight (1500 grams or less)</p> <p>A9. Mechanical ventilation for 72 hours or more prior to discharge</p> <p>A10. Neonatal hyperbilirubinemia</p> <p>A11. Congenital infection (TORCH)</p> <p>A12. Central nervous system infection (e.g., meningitis)</p> <p>A13. Head trauma or near drowning: monitoring change</p> <p>A14. Failure to grow</p> <p>A16. Suspect vision impairment: monitoring change</p> <p>A18. Family history of childhood onset hearing loss</p> <p>A24. Prematurity</p> <p>A25. Lead exposure</p> <p>A26. Suspect hearing impairment: newborn hearing screen REFER</p> <p>A29. Alcohol exposed infant</p>	<p style="text-align: center;"><b>Diagnoses</b></p> <p>B1. Heart disease</p> <p>B2. Chronic orthopedic disorders</p> <p>B3. Neuromotor disorders including cerebral palsy &amp; brachial nerve palsy</p> <p>B4. Cleft lip and palate &amp; other congenital defects of the head and face</p> <p>B5. Genetic disorders (i.e., cystic fibrosis)</p> <p>B6. Multiple minor physical anomalies</p> <p>B7. Metabolic disorders</p> <p>B8. Spina bifida</p> <p>B9. Hydrocephalus or persistent ventriculomegaly</p> <p>B10. Microcephaly &amp; other congenital or acquired defects of the CNS including craniosynostosis</p> <p>B12. Organic speech disorders (dysarthria/dyspraxia)</p> <p>B13. Hearing loss</p> <p>B23. Traumatic brain injury</p> <p>B24. Fetal Alcohol Spectrum Disorder</p> <p>B25. Autism, Autism Spectrum Disorder</p> <p>B26. Behavioral or mental health disorder with developmental delay</p> <p>B28. Chromosome disorders (e.g., Down syndrome)</p> <p>B29. Positive newborn blood screen</p> <p>B30. HIV, seropositive conversion</p> <p>B31. Visual impairment</p>
<p style="text-align: center;"><b>Social Risk Factors</b></p> <p>A19. Maternal age 16 years or less</p> <p>A21. Parental alcohol or substance abuse</p> <p>A22. At-risk caregiver</p> <p>A23. Concern of parent/provider</p> <p>A28. Parent with history of mental illness</p> <p>A30. Parent with developmental disability</p> <p>A31. Parent with Child Welfare history</p> <p>A32. Parent with domestic violence history</p> <p>A33. Parent with limited financial resources</p> <p>A34. Parent with sensory impairment or physical disability</p> <p>A35. Parent with inadequate knowledge and supports</p> <p>A36. Other evidence-based social risk factor</p>	<p style="text-align: center;"><b>Very High Risk Medical Factors</b></p> <p>B16. Intraventricular hemorrhage (grade III, IV) or cystic periventricular leukomalacia (PVL) or chronic subdurals</p> <p>B17. Perinatal asphyxia <u>accompanied by</u> seizures</p> <p>B18. Seizure disorder</p> <p>B19. Oral-motor dysfunction requiring specialized feeding program (gastrostomies and/or failure to grow, both organic and non-organic)</p> <p>B20. Chronic lung disease (e.g., on oxygen, infants with tracheostomies)</p> <p>B21. Suspect neuromuscular disorder including abnormal neuromotor exam at NICU discharge</p>
<p style="text-align: center;"><b>Other</b></p> <p>X99. Child is not being enrolled in High Risk Infant Tracking protocol</p> <p>X00. Change in X99 status to enrollment in High Risk Infant Screening Protocol</p>	<p style="text-align: center;"><b>Developmental Risk Factors</b></p> <p>B22. Developmental delay</p> <p style="text-align: center;"><b>Other</b></p> <p>B90. Other chronic conditions not listed</p>



**Research Grants & Contracts**

Mail code: L106 • 3181 S.W. Sam Jackson Park Road • Portland, Oregon 97239-3098  
TEL 503 494-7784 • Fax 503 494-7787  
www.ohsu.edu/research

**Subaward Request Form**

**Please remember to provide the necessary documentation:**

- **First Year Subaward Request** - Submit completed form, attach budget and scope of work.
- **Continuing Subaward Request** - Submit completed form, attach budget and scope of work if different than prior year.
- **No Cost Extension Only** - Submit completed form.

**OHSU Information**

PPQ # 9004076

OHSU Investigator Marilyn Hartzell

OHSU Administrative Contact **Brittany Kirkendall**

Phone 4-2708

Mail Code CDRC

Project Title *(as shown on application/award notice)* Maternal and Child Health Services Block Grant

OHSU Fund Number/OGA Project Number 42419

Agency Award Number 4 B04MC06604-01-044

B04MC06604-01-04

**Subawardee Information** *(the organization to which the subaward will be issued)*

Organization Name North Central Public Health District

Organization Address 419 E 7th St. Room 100 The Dalles, OR 97058-2676

Contact Person *(subawardee's contract officer)* Terri Thalhofer

Email terit@co.wasco.or.us

Phone (541) 506-2628

Fax (541) 506-2601

Subaward Principal Investigator Marilyn Hartzell

Email hartzell@ohsu.edu

**Subaward Information**

☒ First Year/New Subaward ☐ Continuing Subaward ☐ No Cost Extension Only - Proposed End Date

Requested Subaward Period *(must be within current budget period)* Start Date 10/01/11 End Date 09/30/12

*Carry-forward of funds from one budget period to the next will be **Restricted**. If agreement should be written to allow subawardee to automatically carry-forward funds from one budget period to the next, you acknowledge your project and/or department may incur higher financial risk. To override **Restricted** carry-forward, check this box ☐.*

Direct Costs \$10,958.12

F&A

Email required documents to [orserv@ohsu.edu](mailto:orserv@ohsu.edu) or mail to RGC @ mail code L106

Lost Updated April 22, 2010



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TEL 503 494-7784 • Fax 503 494-7787

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## Subaward Request Form

Digitally signed by Marilyn Sue Hartzell  
DN: cn=Marilyn Sue Hartzell, o=OHSU,  
ou=OCCYSHN, email=hartzell@ohsu.edu, c=US  
Date: 2011.09.21 08:59:18 -07'00'

OHSU Investigator Signature

Date

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](mailto:dhsalt@state.or.us) or contact the Office of Document Management at 503-378-3486, and TTY at 503-378-3523

Agreement #135575

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

This Tenth Amendment (this "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 set of Program Element Descriptions located in Exhibit B of the Agreement, 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. The Agreement is amended as follows:

- a. Program Element #43 "Family Health Services ("FHS") – Immunization Services" is hereby superseded and replaced by Program Element #43 "Family Health Services ("FHS") – Immunization Services" as set forth in Attachment 1 "Program Element Descriptions" to this Amendment and hereby incorporated into the Agreement by this reference.
- b. Exhibit A. "Definitions", Section 8. "Financial Assistance Award" or "FAA" is amended as follows: (deleted text is indicated by ~~strike through~~, added text is **bold and underlined.**)
  - "8. "Financial Assistance Award" or "FAA" means the description of financial assistance set forth in Exhibit C, as such Financial Assistance Award may be amended from time to time. **References throughout this Agreement to "the**



**Financial Assistance Award” means any and all descriptions of financial assistance currently set forth or as may be added to Exhibit C. to reflect increases or decreases in award amounts as they may occur during the entire period of the Agreement.”**

- c. Exhibit C. “Financial Assistance Award and Revenue and Expenditure Reporting Forms”, Exhibit face-page and Section titled “Financial Assistance Award” only is hereby superseded and replaced in its entirety by Attachment 2 attached hereto and incorporated by this reference.
2. The current total award amount as of this Amendment is: **\$1,353,183.00.**
3. LPHA represents and warrants to OHA that the representations and warranties of LPHA set forth in Section 2 of Exhibit E of the Agreement are true and correct on the date hereof with the same effect as if made on the date hereof.
4. Capitalized words and phrases used but not defined herein shall have the meanings ascribed thereto in the Agreement.
5. Except as amended hereby, all terms and conditions of the Agreement remain in full force and effect. The parties expressly agree to and ratify the Agreement as herein amended.
6. 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.
7. 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 September 10, 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 #10 to Agreement #135575**

### **Program Element #43: Public Health Practice ("PHP") – Immunization Services**

The funds awarded under this Agreement for Public Health Practice services may only be used in accordance with and subject to the restrictions and limitations set forth to provide immunization services ("Immunization Services") as described in more detail below. All changes to Program Element 43 are effective upon receipt of grant award.

1. **General Procedural and Operational Requirements.** Use of any fees collected for purpose of Immunization Services shall be dedicated to and only used for payment of such Services.
2. **General Description.** Immunization Services are provided in the community to prevent and mitigate vaccine-preventable diseases for all people by reaching and maintaining high lifetime immunization rates. The services include direct services such as education about and administration of vaccines to vulnerable populations, as well as population-based services including public education, enforcement of school immunization requirements, and technical assistance for healthcare providers who are providing vaccines to their client populations.
3. **Definitions Specific to Immunization Services.**
  - a. **317 Program:** A program that provides free vaccine to children and adults who meet eligibility requirements based on insurance status, age, school immunization requirements, risk factors, and disease exposure.
  - b. **ALERT IIS:** Oregon Health Authority's state-wide immunization information system.
  - c. **Assessment, Feedback, Incentives, & eXchange or AFIX:** A continuous quality improvement process developed by CDC to improve clinic immunization rates and practices. Information about AFIX can be found at [www.healthoregon.org/vfc](http://www.healthoregon.org/vfc)
  - d. **Billable Doses:** Vaccine doses given to individuals who are insured for vaccines and can afford their insurer's co-pay or deductible.
  - e. **Centers for Disease Control and Prevention or CDC:** Federal Centers for Disease Control and Prevention.
  - f. **Delegate Agency:** Immunization Provider providing Immunization Services pursuant to a subcontract of the LPHA for the purposes of providing immunization services to targeted populations.
  - g. **Enhanced Ordering Cycle (EOC):** A CDC process for ordering vaccines, where ordering frequency is linked to provider size, vaccine usage, and storage capacity.
  - h. **Exclusion Orders:** Orders notifying a parent or guardian of non-compliance with the School/Facility Immunization Law, available for review at <http://l.usa.gov/OregonSchool>



- i. **[Reserved]**
- j. **Forecasting:** Determining vaccine doses that are due for an individual, based on the individual's immunization history and age.
- k. **Monthly Vaccine Report or MVR:** Monthly vaccine inventory report for vaccine accountability filled out by LPHA and submitted to Oregon Health Authority.
- l. **Public Provider Agreement/Public Provider Profile:** Signed agreement, required by CDC, between Oregon Health Authority and any LPHA that receives State-Supplied Vaccine/IG. LPHA shall comply with the terms and conditions of the Public Provider Agreement, including submitting an annual Public Provider Profile that enumerates the population seen by the LPHA. The Oregon Health Authority will maintain and have available for review the signed Public Provider Agreement and Public Provider Profile for Immunization Services at the Oregon Health Authority's office located at 800 NE Oregon St, Ste 370, Portland, OR 97232.
- m. **Service Areas:** Geographic areas in Oregon served by Oregon immunization providers.
- n. **State-Supplied Vaccine/IG:** Vaccine or Immune Globulin provided by the Oregon Health Authority including, but not limited to, vaccine procured with federal and state funds. Federal funds support vaccines for the Vaccine for Children Program, an entitlement program that provides free vaccine to children 0 through 18 years who are American Indian/Alaskan Native, uninsured, underinsured and served in a public clinic or on Medicaid; and the 317 Program, a program that provides free vaccine to children and adults who meet eligibility requirements based on insurance status, age, school immunization requirements, risk factors, and disease exposure.
- o. **Surveillance:** The investigation, confirmation and reporting of communicable diseases and conditions.
- p. **Vaccine Administration Record or VAR:** An Oregon Health Authority-approved record documenting immunization screening questions asked of an individual receiving a vaccine and the data of the vaccines administered to the individual.
- q. **Vaccine Adverse Events Reporting System or VAERS:** Federal system for reporting adverse events to administered immunizations, available at <http://vaers.hhs.gov/index>
- r. **Vaccine Eligibility:** An individual's eligibility for state-supplied vaccine. Information about vaccine eligibility is available at the Oregon Health Authority website: [www.healthoregon.org/vfc](http://www.healthoregon.org/vfc)
- s. **Vaccines for Children Program:** A Federal entitlement program that provides no-cost vaccines to children 0 through 18 years who satisfy one of the following criteria:
  - i. They are American Indian/Alaskan Native;
  - ii. They are uninsured;

- iii. They are on Medicaid;
  - iv. They are underinsured and are served in Federally Qualified Health Centers (FQHC) or Rural Health Centers (RHC); or
  - v. They are served by LPHAs that have sub-designation agreements with FQHCs/RHCs.
- t. **Vaccine Information Statement or VIS:** Information statement about each vaccine that is produced by CDC.
- u. **Vaccine Stewardship:** State law requiring all entities that administer vaccines to: 1) report all vaccine administration data to ALERT IIS; and 2) biannually confirm that at least two employees are trained and certified in vaccine storage, handling and administration (unless exempt under statute).
4. **Procedural and Operational Requirements.** All Immunization Services supported in whole or in part with funds provided under this Agreement or delivered with State-Supplied Vaccine/IG must be delivered in accordance with the following procedural and operational requirements:
- a. **State-Supplied Vaccine/IG.**
    - i. LPHA shall appropriately document in the Oregon Health Authority developed or approved VAR and report to the Oregon Health Authority the appropriate eligibility of the client for State-Supplied Vaccine/IG, using the list of codes and the Vaccine Eligibility charts provided by the Oregon Health Authority, Immunization Program, to the LPHA and posted on the website: <http://1.usa.gov/ImmunizationProviderResources>
    - ii. LPHA will be billed quarterly by the Oregon Health Authority for Billable Doses provided to those clients who are insured for vaccines and can afford their insurer's co-pay or deductible.
  - b. **Vaccine Management & Accountability.**

LPHA will comply with Vaccine Stewardship statute and rules, including: biennially certifying that at least 2 immunization staff are presently trained in vaccine storage, handling and administration training(s).

LPHA shall track, store, and manage the supply and distribution of vaccine, according to OHA and CDC guidelines set forth in the Public Provider Agreement and the OHA's Standard Operating Procedures (SOP) posted on the website: <http://1.usa.gov/ImmunizationProviderResources> Procedures include but are not limited to the following:

    - i. LPHA will designate one staff member as primary vaccine coordinator and at least one back-up vaccine coordinator to be responsible for all key vaccine management and accountability requirements per the Public Provider Agreement and SOP.

- ii. OHA-approved SOPs for routine and emergency vaccine routines shall be reviewed and updated annually by LPHA, or when there is a change in staff who have responsibilities specified in the plans.
  - iii. Routine and Emergency SOPs must include storage and handling plans that include guidance regarding: ordering vaccines; controlling inventory; storing vaccines & monitoring conditions (i.e., twice-daily temperature logging); minimization of vaccine wastage; proper vaccine stock rotation; vaccine receiving, packing and transporting; emergency contact information & event plans; and documentation of all routine and emergency events.
  - iv. LPHA will have appropriate refrigeration units and temperature tracking equipment to store vaccine and maintain proper conditions. Certified 24-hour temperature tracking devices that meet NIST or ASTM standards are required to track temperatures in any refrigerator or freezers used to store vaccine. Whenever a refrigerator or freezer is found to be outside the acceptable temperature range, LPHA must call their State Immunization Health Educator at: (971) 673-0300, for resolution.
  - v. LPHA will follow all CDC and OHA cold chain requirements. This includes (but is not limited to): following all vaccine off-site transporting protocols and procedures; reporting and responding to vaccine expiration, wastage and compromised cold-chain events; returning all spoiled or expired state-supplied vaccines; prohibition of pre-drawing vaccines into syringes; and safeguarding of vaccines by providing facility security.
- c. **Delegate Agencies.** All Delegate Agencies to which the LPHA supplies State-Supplied Vaccine/IG must agree to the requirements as spelled out in the County Delegate Agency Vaccine Certification "D", a copy of which is available from the OHA's Immunization Program at (971) 673-0300.
- i. LPHA shall complete a County Delegate Agency Vaccine Certification "D" for every Delegate Agency biennially. This Certification "D", when executed by the LPHA and acknowledged and agreed to by a Delegate Agency, serves as the agreement between the LPHA and that Delegate Agency.
  - ii. LPHA shall review each Delegate Agency on-site biennially using the Delegate Agency Review Tool, which OHA will provide to LPHA.
- d. **Vaccine Administration.**
- i. Annually in accordance with a schedule determined by OHA in consultation with LPHA or as requested by OHA, LPHA shall submit a duly executed Immunization Program Public Provider Agreement and Public Provider Profile, both of which are requirements of CDC for any LPHA that receives State-Supplied Vaccine/IG. LPHA shall comply with the terms and conditions of the Public Provider Agreement.

OHA will maintain and have available for review the signed Immunization Program Public Provider Agreement and Public Provider Profile at the OHA's office located at 800 NE Oregon St, Suite 370, Portland, OR 97232.

- ii. All State-Supplied Vaccine/IG must be offered to appropriate clients and may only be administered in accordance with the current recommendations of the Department of Health and Human Services' Advisory Committee on Immunization Practices (ACIP) and OHA's Communicable Disease Summaries, as summarized in OHA's Model Standing Orders for Vaccines, and in accordance with the Standards for Child and Adolescent Immunization Practices and the Standards for Adult Immunization Practices. These documents and standards are available for review at: <http://1.usa.gov/ImmunizationProviderResources>
- iii. In connection with the administration of a vaccine, LPHA must:
  - (A.) Provide to the recipient, parent or legal representative, documentation of vaccines received at visit. LPHA may provide a new immunization record or update the recipient's existing handheld record.
  - (B.) Document administration of the immunization in a permanent file, including: vaccine name, date of administration, vaccine eligibility code, manufacturer and lot number, signature and title of the person administering the dose, address of clinic, date printed on the VIS, date the VIS was given, contraindication questions, and HIPAA/ALERT signature requirement. At a minimum, must retain OHA's "Vaccine Administration Record" or an OHA approved equivalent as documentation.
  - (C.) LPHA shall comply with state and federal statutory and regulatory retention schedules, available for review at OHA's office located at 800 NE Oregon St, Suite 370, Portland, OR 97232. In cases of claim or lawsuit arising out of the administration of vaccine to any individual, vaccine administration records must be retained until final disposition of the claim, including completion of any appeals.
  - (D.) LPHA shall not impose a charge for the cost of State-Supplied Vaccine/IG, except for Billable Doses. Vaccine charges for Billable doses must not exceed the Oregon Health Authority published price list.
  - (E.) LPHA shall not impose a charge for the administration of State-Supplied Vaccine/IG, except for Billable doses, in any amount higher than \$15.19 (per shot), the maximum fee established by Medicaid for the State of Oregon.
  - (F.) LPHA shall not deny administration of a VFC or 317 vaccines to a child seeking such vaccine due to the inability of the child's parent/guardian/individual of record to pay an administration fee. VFC and 317 administration fees must be waived if the client is unable to pay.
- e. **Immunization Rates and Assessments.** OHA shall provide annually to LPHA their AFIX rates and their population-based rates for the entire county. LPHA shall participate in annual AFIX quality improvement activities, and use these rate data to direct immunization activities.



**f. Perinatal Hepatitis B Prevention.**

- i. LPHA must provide case-management services to all confirmed or suspect HBsAg-positive mother-infant pairs identified by LPHA or OHA in LPHA's Service Area. Case management, in accordance with the Perinatal Hepatitis B Prevention Program Guidelines posted on the OHA website at: <http://1.usa.gov/PerinatalHepB> shall include, at a minimum:
  - (A.) Notification of the appropriate hospital infection control unit of any pending delivery by an HBsAg-positive pregnant woman who has been reported to the LPHA.
  - (B.) Enrollment of newborn into case management program and initial education and referral of HBsAg-positive mother and her susceptible household and sexual contacts for follow-up care including offering vaccination to all susceptibles.
  - (C.) If LPHA's service area is anywhere in Oregon excluding Washington and Clackamas counties, the LPHA is responsible for documentation of the infant's completion or status of the 3-dose hepatitis B vaccine series by 15 months of age and post-serological testing by 18 months of age. LPHA shall submit such documentation, as applicable, to the OHA at the time that each dose is administered to the infant and/or susceptible household or sexual contact and at the time that the testing is conducted.
  - (D.) If LPHA's service area is Multnomah County, the award of funds under this Agreement to LPHA for this Program Element will include funds to implement centralized case management work for the tri-county area, to included Clackamas, Multnomah and Washington counties. The funds awarded for centralized case management work will be identified by footnote in the award. LPHA shall use this portion of the award to fund a position responsible for tracking clients and reporting doses administered and testing completed.
- ii. LPHA shall work with hospitals to promote the administration of Hepatitis B birth doses to all infants and Hepatitis B immune globulin (HBIG) and hepatitis B vaccines to infants born to HBsAg-positive women, and women whose HBsAg status is unknown.

**g. Tracking and Recall.**

- i. LPHA shall forecast shots due for a child eligible for Immunization Services using the ALERT IIS electronic forecasting system.
- ii. LPHA must cooperate with OHA to recall a client if a dose administered by LPHA to such client is found by LPHA or OHA to have been mishandled and/or administered incorrectly, thus rendering such dose invalid.

- h. **WIC/Immunization Integration.** LPHA must assist and support the efforts of OHA to provide WIC Services in compliance with the intent of the USDA Policy Memorandum #2001-7: Immunization Screening and Referral in WIC, available for review at OHA 's office located at 800 NE Oregon St, Suite 370, Portland, OR 97232.

- i. **Vaccine Information.** In connection with LPHA's administration of each vaccine, LPHA must:
  - i. Provide to the vaccine recipient (or the recipient's parent or legal representative if the recipient is a minor) a copy of CDC's current VIS.
  - ii. Confirm that a recipient, parent, or legal representative has read, or has had read to them, the VIS and has had their questions answered prior to the administration of the vaccine.
  - iii. Make the VIS available in another language (for example, Spanish), if there are significant numbers of individuals seeking vaccines for whom English is not their first language.
- j. **Outreach and Education.** LPHA must, during the state fiscal year, design and implement two educational or outreach activities in LPHA's Service Area (either singly or in collaboration with other community and service provider organizations) for parents and/or private vaccine providers designed to raise childhood and/or adult immunization rates. These educational and outreach activities may include activities intended to reduce barriers to immunization, but may not include special immunization clinics that provide vaccine for school children or flu prevention.
- k. **Surveillance of Vaccine-Preventable Diseases.** LPHA must conduct disease surveillance within its Service Area in accordance with the Communicable Disease Administrative Rules, the Investigation Guidelines for Notifiable Diseases, the Public Health Laboratory User's Manual, and the Model Standing Orders for Vaccine, available for review at:
  - <http://public.health.oregon.gov/DiseasesConditions/CommunicableDisease>
  - <http://public.health.oregon.gov/LaboratoryServices>
  - <http://1.usa.gov/immunizationproviderresources>
- l. **Adverse Events Following Immunizations.** LPHA must complete and return a VAERS form to OHA if:
  - i. An adverse event immunization administration occurs, as listed in "Reportable Events Following Immunization", available for review at <http://vaers.hhs.gov/professionals/index#Guidance1>
  - ii. OHA requests a 60-day and/or one year follow-up report to an earlier reported adverse event; or
  - iii. Any other event LPHA believes to be related directly or indirectly to the receipt of any vaccine administered by LPHA or others occurs within 30 days of vaccine administration, and results in either the death of the person or the need for the person to visit a licensed health care provider or hospital.

**m. Hepatitis B Screening and Documentation**

- i. LPHA shall screen for HBsAg status, or refer to a health care provider for screening of HBsAg status, all pregnant women receiving prenatal care from public prenatal programs.
- ii. LPHA shall work with hospitals within LPHA's Service Area selected by OHA to strengthen hospital-based screening and documentation of every delivering woman's hepatitis B serostatus.
- iii. LPHA shall, in accordance with a schedule determined by OHA in consultation with LPHA, develop and implement an action plan to work with hospitals identified by OHA or LPHA to improve HBsAg screening for pregnant women.
- iv. LPHA shall cause laboratories and health care providers to promptly report HBsAg-positive pregnant women to LPHA.

**n. School/Facility Immunization Law**

- i. LPHA must comply with the Oregon School Immunization Law, Oregon Revised Statutes 433.235 — 433.284, available for review at <http://1.usa.gov/OregonSchool>
- ii. LPHA shall complete an annual Immunization Status Report that contains the immunization levels for attendees of: certified childcare facilities; preschools; Head Start facilities; and all schools (K through 7th grade) within LPHA's Service Area. LPHA shall submit this report to OHA no later than 23 days after the third Wednesday of February of each year in which LPHA receives funding for Immunization Services under this Agreement.

**o. Affordable Care Act Adult Immunization Grant**

- i. One time only funding.
- ii. All Oregon LPHAs will opt in by submitting an application outlining activities which needs to be approved by the Oregon Immunization Program.
- iii. All work for subsections (A) through (G) below is to be completed by June 30, 2013.
- iv. Funds cannot be expended on vaccine.
  - (A.) LPHA shall establish partnerships with at least (number based on county population) pharmacies to initiate or increase influenza and/or Tdap adult immunization by 10% or more.
  - (B.) LPHA shall develop or improve relationships with at least (number based on county population) non-healthcare employers with at least 50 employees with the goal of each employer offering at least one employee influenza and/or Tdap adult vaccination program.
  - (C.) LPHA shall work with community health centers in their county (e.g. Federally Qualified Health Center or Rural Health Clinic) to expand adult influenza and/or

Tdap immunization services. The work with each center will include a baseline assessment of patient population (by racial/ethnic group) and immunization coverage, followed by a measurement of change in vaccine uptake.

- (D.) LPHA shall work with at least (number based on county population) healthcare institutions to improve healthcare worker influenza vaccination rates. The work with each institution will include a baseline assessment of healthcare worker immunization coverage, followed by an annual measurement of change in vaccine uptake with a goal of increasing coverage by 10%.
- (E.) LPHA shall work with long term care facilities (number based on county population) to increase employee influenza vaccinations by 10%, based on OHPR baseline data.
- (F.) LPHA shall submit project activities summary and grant-related expenditures to the Oregon Immunization Program Grant Coordinator on a monthly basis, dates to be determined by OHA.
- (G.) LPHA shall submit a final project report by June 30, 2013.

**5. Performance Measures.** LPHA shall meet the following performance measures:

- a. LPHA shall improve the 4<sup>th</sup> DTaP immunization coverage rate by one (1) percentage point each year and/or maintain a rate greater than or equal to 90%. [Compliance suspended for 2012/2013.]
- b. LPHA shall reduce their Missed Shot rate by one (1) percentage point each year and/or maintain the rate of  $\leq 10\%$ . [Compliance suspended for 2012/2013.]
- c. 95% of all state-supplied vaccines shall be coded correctly per age-eligibility guidelines.
- d. 80% of infants living in LPHA's Service Area exposed to perinatal hepatitis B shall be immunized with the 3-dose hepatitis B series by 15 months of age.
- e. 80% of all vaccine administration data shall be data entered within 14 days of administration.

**6. Terms and Conditions Particular to LPHA's Performance of the Immunization Services.**

- a. LPHA shall reimburse OHA for the cost of wasted State-Supplied Vaccine/IG and/or Billables due to inadequate handling, including, but not limited to:
  - i. expiration
  - ii. theft/vandalism
  - iii. lack of thermometers
  - iv. power failure
  - v. faulty equipment used in the storage and shipment of State-Supplied Vaccine/IG from LPHA to OHA



- vi. Delegate Agency which does not maintain the vaccine according to manufacturer standards.
  - b. OHA will issue one initial bill and up to two (2) follow-up bills for the cost of wasted State-Supplied Vaccine/IG and/or Billables for any one quarterly billing period. OHA will not fill future vaccine orders following the third bill until payment is received for the delinquent billing period.
  - c. LPHA must return to OHA, at LPHA's expense, all Styrofoam vaccine shipping containers received by LPHA from OHA.
  - d. LPHA shall cover the cost of mailing/shipping to parents all Exclusion Orders and to schools, school-facility packets which are materials for completing the annual school/facility exclusion process as required by the Oregon School Immunization Law, Oregon Revised Statutes 433.235 — 433.284 and the administrative rules promulgated pursuant thereto, which can be found at: <http://1.usa.gov/OregonImmunizationLaw>
  - e. LPHA shall participate in State-sponsored immunization conference(s) and other training(s). LPHA shall receive dedicated funds for one person from LPHA to attend required conference(s) and training(s). If one staff person's travel expenses exceed the dedicated award (based on State of Oregon per diem rates), the State shall amend the LPHA's annual award to cover the additional costs. LPHA may use any balance on the dedicated award (after all State-required trainings are attended) to attend immunization-related conference(s) and training(s) of their choice.
7. **Reporting Obligations and Periodic Reporting Requirements.** In addition to the reporting requirements set forth in section 8 of Exhibit E of this Agreement, LPHA shall submit the following reports to OHA's Immunization Program:
- a. **Monthly Vaccine Report:** This report must be submitted with every order.
  - b. **Vaccine Orders:** These orders must be submitted according to the Enhanced Ordering Cycle (EOC) assigned by OHA.
  - c. A copy of the completed Delegate Review Tool and Certificate "D" for each Delegate Agency must be sent to OHA by the date determined by OHA in consultation with LPHA, but in any event within two calendar months of the date that LPHA receives the request from OHA for the completed Delegate Agency Review Tool and Certification "D".
  - d. LPHA shall submit vaccine administration data within 14 days of vaccine administration to ALERT IIS via electronic data transfer or user interface. If LPHA is submitting vaccine administration data electronically to ALERT, LPHA shall electronically flag clients who are deceased or have moved out of the Oregon Service Area or the LPHA jurisdiction.
  - e. LPHA shall use the inventory module in ALERT IIS when available.
  - f. LPHA shall complete and return a VAERS form to OHA if any of the conditions precedent set forth at Section 4.1. of this Program Element occur.

- g. LPHA shall complete and submit an Immunization Status Report as required in Section 4.n. of this Program Element.
- h. LPHA shall complete and submit an annual immunization plan checklist. The annual checklist—and any required explanation—shall be due on May 1<sup>st</sup>, except in years for which an alternative due date is required by the Office of Community Liaison. Report format and county schedule is available for review at OHA's office located at 800 NE Oregon St, Suite 370, Portland, OR 97232.
- i. LPHA shall submit a written corrective action plan for any unsatisfactory responses to high-priority questions stemming from the triennial review site visit.

**Attachment 2 to Amendment #10 to Agreement #135575**

*[[face-page]]*

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

**EXHIBIT C**

**FINANCIAL ASSISTANCE AWARD AND  
REVENUE AND EXPENDITURE REPORTING FORMS**

This Exhibit C of the Agreement consists of and contains the following Exhibit sections:

1. **Financial Assistance Awards.**
  - Attachment 1 FAA for the period July 1, 2011 through June 30, 2012
  - Attachment 2 FAA for the period July 1, 2012 through June 30, 2013
2. **Oregon Health Authority Public Health Division Expenditure and Revenue Report (for all Programs Except Family Planning.)**
3. **Oregon Health Authority Public Health Services Expenditure and Revenue Report (for FAMILY PLANNING ONLY.)**
4. **Explanation of the Financial Assistance Award.**

# FINANCIAL ASSISTANCE AWARDS

## Attachment 1

FAA for the period July 1, 2011 through June 30, 2012

State of Oregon Oregon Health Authority Public Health Division			Page 1 of 3
<b>1) Grantee</b> Name: North Central Public Health District		<b>2) Issue Date</b> July 25, 2012	<b>This Action</b> AMENDMENT FY2012
Street: 419 E. 7th Street, Room 100 City: The Dalles State: OR Zip Code: 97058-2676		<b>3) Award Period</b> From July 1, 2011 Through June 30, 2012	
<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	32,389	0	32,389
PE 01 Offer to Restructure -- Mini Grant	37,000	0	37,000 ( g,m,n,q )
PE 03 TB Case Management	574	0	574
Ryan White Title II HIV / AIDS Services			
PE 08 Ryan White--Case Management	0	0	0
PE 08 Ryan White--Support Services	0	0	0
PE 11 Climate Change and Public Health	20,000	0	20,000
PE 12 Pub. Health Emergency Preparedness/(July-Aug. 9)	18,718	0	18,718 ( b )
PE 12 Pub. Health Emergency Preparedness/(Aug 10-June30)	128,802	0	128,802 ( k )
PE 13 Tobacco Prevention & Education	93,606	0	93,606
PE 40 Women, Infants and Children FAMILY HEALTH SERVICES	169,918	0	169,918 cdfhi
PE 40 WIC -- Breast Feeding Performance Bonus Grant FAMILY HEALTH SERVICES	5,000	0	5,000 ( j )
<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) July 1 - August 9th awards must be spent by 8/9/11 and a report submitted for that period.			
c) July-September grant is \$44,800 and includes \$8,360 of minimum Nutritional Education and \$1,906 for Breastfeeding Promotion.			
d) October through June grant is \$125,401 and includes \$25,080 of minimum Nutritional Education and \$5,719 for Breastfeeding Promotion.			
e) \$63,661 is the total Family Planning grant; \$49,545 is Title X and \$14,116 is Title V.			
f) \$1,207 represents the adjustment to the initial SFY2012 grant contract so that the total base rate per participant increases by three percent compared to SFY2011.			
g) Funding is to be used to complete the activities described in counties approved mini grant for Offer to Restructure Expenditures must be tracked and reported separately.			
<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 3
<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> July 25, 2012	<b>This Action</b> AMENDMENT FY2012	
		<b>3) Award Period</b> From July 1, 2011 Through June 30, 2012	
<b>4) DHS Public Health Funds Approved</b>			
<b>Program</b>	<b>Previous Award</b>	<b>Increase/ (Decrease)</b>	<b>Grant Award</b>
PE 41 Family Planning Agency Grant FAMILY HEALTH SERVICES	65,107	0	65,107 ( e, l, o, p )
PE 42 MCH/Child & Adolescent Health -- General Fund FAMILY HEALTH SERVICES	8,796	0	8,796 ( a )
PE 42 MCH-TitleV -- Child & Adolescent Health FAMILY HEALTH SERVICES	12,985	0	12,985 ( a )
PE 42 MCH-TitleV -- Flexible Funds FAMILY HEALTH SERVICES	30,298	0	30,298 ( a )
PE 42 MCH/Perinatal Health -- General Fund FAMILY HEALTH SERVICES	4,687	0	4,687 ( a )
PE 42 Babies First FAMILY HEALTH SERVICES	14,841	0	14,841
PE 42 Oregon MothersCare FAMILY HEALTH SERVICES	7,556	0	7,556
PE 43 Immunization Special Payments FAMILY HEALTH SERVICES	17,760	0	17,760
<b>5) FOOTNOTES:</b> h) \$2,204 represents one-time year-end funding to local agencies to be spent by 9/30/2011. The rate of the funding is \$2.00 / assigned caseload. i) \$513 represents travel expense reimbursement to local agencies for Advance Breastfeeding Training in Portland on July 25th to 27th, 2011. j) \$5,000 is one-time funding to local agencies from the Breastfeeding Performance Bonus Grant. k) \$3,801 in additional funding to support base work described in PE 12. l) Base Grant Increase is \$3,227 ; High Cost Contraceptives increase is \$1,362 ; Chlamydia increase is \$641. m) \$24,500 additional funding per updated Accreditation & Restructure work plans and budgets. n) The Project period is extended from June 30th, 2012 to July 30th, 2012. o) \$390 is for the Reproductive Health Conference, IUD and LARC training scholarships.			
<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 3 of 3
<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> July 25, 2012	<b>This Action</b> AMENDMENT FY2012	
		<b>3) Award Period</b> From July 1, 2011 Through June 30, 2012	
<b>4) DHS Public Health Funds Approved</b>			
Program	Previous Award	Increase/ (Decrease)	Grant Award
TOTAL	668,037	0	668,037
<b>5) FOOTNOTES:</b> p) \$1,056 of additional end-of-year Title X funds must be spent within the Family Planning Program, and it is strongly encouraged that these funds be used to purchase higher cost family planning supplies, or supplies that may otherwise be cost prohibitive to your agency. q) Project period is extended from July, 30, 2012 to September 15, 2012			
<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.			
PROGRAM	ITEM DESCRIPTION	COST	PROG. APPROV

**Attachment 2**  
**FAA for the period July 1, 2012 through June 30, 2013**

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> July 23, 2012	<b>This Action</b> AMENDMENT 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	0	32,273
PE 03 TB Case Management	2,349	0	2,349
PE 11 Climate Change and Public Health	0	15,000	15,000 ( h )
PE 12 Pub. Health Emergency Preparedness/(July-Aug. 9)	18,300	0	18,300 ( g )
PE 12 Pub. Health Emergency Preparedness/(Aug 10-June30)	159,945	0	159,945
PE 13 Tobacco Prevention & Education	93,606	0	93,606
PE 40 Women, Infants and Children FAMILY HEALTH SERVICES	169,201	0	169,201 ( c,d )
PE 40 WIC-Breastfeeding Performance Bonus Grant FAMILY HEALTH SERVICES	0	12,365	12,365 ( i,j )
PE 41 Family Planning Agency Grant FAMILY HEALTH SERVICES	58,430	0	58,430 ( b )
PE 42 MCH/Child & Adolescent Health -- General Fund FAMILY HEALTH SERVICES	8,848	0	8,848 ( a )
PE 42 MCH-TitleV -- Child & Adolescent Health FAMILY HEALTH SERVICES	12,842	0	12,842 ( a )
PE 42 MCH-TitleV -- Flexible Funds FAMILY HEALTH SERVICES	29,951	0	29,951 ( a )
<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> July 23, 2012	<b>This Action</b> AMENDMENT 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>	Previous Award	Increase/ (Decrease)	Grant Award
PE 42 MCH/Perinatal Health -- General Fund FAMILY HEALTH SERVICES	4,716	0	4,716 ( a )
PE 42 Babies First FAMILY HEALTH SERVICES	14,929	0	14,929
PE 42 Oregon MothersCare FAMILY HEALTH SERVICES	8,186	(52)	8,134
PE 43 Immunization Special Payments FAMILY HEALTH SERVICES	17,818	0	17,818
PE 43 Immunization - ACA Adult Grant FAMILY HEALTH SERVICES	25,839	0	25,839 ( f )
PE 43 Immunization - Conference Travel FAMILY HEALTH SERVICES	600	0	600 ( e )
<b>TOTAL</b>	657,833	27,313	685,146
<b>5) FOOTNOTES:</b> g) July-August 9th awards must be spent by August 9th and a report submitted for that period. h) Funds must be spent by August 30, 2012 i) \$2,365 shows the funding to local agencies for the WIC Farmers Market Fresh Fruits and Vegetable Support Program Support funds. . j) \$10,000 shows the funding to local agencies for their Special Breastfeeding Projects.			
<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>



**Discussion List Item**  
**Plaque Presentation**

- [NO DOCUMENTS HAVE BEEN SUBMITTED FOR THIS ITEM —  
RETURN TO AGENDA](#)

**Discussion Item**  
**AOC Product Tasting**

- [NO DOCUMENTS HAVE BEEN SUBMITTED FOR THIS ITEM —  
RETURN TO AGENDA](#)

**Discussion Item**  
**Klickitat IGA**

- [Letter from Klickitat Public Works](#)
- [IGA for Service Rendered](#)



KLICKITAT COUNTY  
PUBLIC WORKS DEPARTMENT



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228 W. MAIN ST., MS-CH 19, GOLDENDALE WASHINGTON 98620 • FAX 509 773-5713 • VOICE 509 773-4616  
GORDON J. KELSEY; PE: PUBLIC WORKS DIRECTOR

September 26, 2012

Wasco County Public Works Dept.  
Marty Matherly  
Public Works Director  
2705 East 2<sup>nd</sup> Street  
The Dalles, OR 97058

RE: Inter-Local Agreement

Enclosed are two (2) original Inter-Local Agreements which have been approved by our Prosecuting Attorney and executed by the Board of County Commissioners for providing Klickitat County with a chip spreader and operator.

Please sign the attached documents and return one original to our department. If you have any questions, please call me at the number listed above.

Sincerely,

A handwritten signature in blue ink, reading "Gordon J. Kelsey".

Gordon Kelsey, P.E.  
Public Works Director

Enclosures (2)



## INTER-LOCAL AGREEMENT

This agreement, made and entered into this 25<sup>th</sup> day of September, 2012 by and between Wasco County, Oregon, a political subdivision of the State of Oregon, hereinafter referred to as the "County" and Klickitat County a political subdivision of the State of Washington; hereinafter referred to as the "Agency".

**Witness:** It is Hereby covenanted and agreed as follows:

1. The Agency requests that the County perform public works or provide services for the Agency according to the reimbursement structure found in Schedule A of this agreement.
2. The Agency hereby agrees to reimburse the County for the cost of the work performed by the County, based on the actual cost of labor as described in Schedule A, equipment, rental, engineering, materials used in completing the requested work, plus all costs for fringe benefits to labor, including, but not limited to, Social Security, retirement, industrial, and medical aid costs, prorated sick leave, holidays, and vacation time and group medical insurance. In addition thereto, ten percent (10%) of the total costs shall be added for overhead costs for accounting and billing and administrative services; provided that the County shall submit to the Agency a certificate statement of the costs and within sixty (60) days thereafter the Agency shall pay to the County the amount of said statement.
3. It is understood and agreed between the parties hereto that if either party is alleged to be negligent in its performance of this agreement, and those allegations result in a claim, loss, demand, action, or cause of action of any nature whatsoever, that party will defend and hold the other harmless from those allegations and any damages that may result. The parties further agree to hold the other harmless and to waive their respective immunities under the State Industrial Insurance Act (RCW Title 51) to the extent that an employee brings a claim or suit against the other non-employer agency for injuries occurring in the workplace while performing this act.
4. The Agency agrees to procure and maintain in full force and effect that the County to be named as a named insure, public liability insurance in the sum of not less than \$1 million public liability and \$3 million property damage for each public works project.
5. It is understood and agreed between the parties that this contract cannot be assigned, transferred or any portion subcontracted hereunder by the County without the prior written permission of the Agency.
6. The County, in the performance of work under this contract shall abide by the provisions of RCW 39.34, Interlocal Cooperation Act. It is the purpose of this chapter to permit local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and development of local communities.

7. The term of this agreement shall be from September 10, 2012 to September 10, 2015, not exceeding three (3) years, except that thirty (30) days written notice may be given to terminate the agreement by either party.

In Witness Whereof, the parties hereto have hereunto set their hands and seals the day and year first above written.

WASCO COUNTY  
BOARD OF COUNTY COMMISSIONERS

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Commissioner

Attest:

\_\_\_\_\_  
Clerk of the Board

Approved As To Form Only

\_\_\_\_\_  
Wasco County Prosecutor

Klickitat County  
BOARD OF COUNTY COMMISSIONERS

*Ray Grayson*  
\_\_\_\_\_  
Chairman

*Ray J. Smith*  
\_\_\_\_\_  
Commissioner

*Wm. L. Latta*  
\_\_\_\_\_  
Commissioner

Attest:

*[Signature]*  
\_\_\_\_\_  
Clerk of the Board

Approved As To Form Only

*Lori Lynn Hooton*  
\_\_\_\_\_  
Lori Lynn Hooton  
Klickitat County Prosecutor

## SCHEDULE A

To provide Klickitat County with a Chip Spreader and operator.

Position	Rate
*Chip Spreader	\$50.00 per hour
Operator for Chip Spreader	\$41.18 per hour (includes benefits)
Lowboy for Transport	\$65.00 per hour
Lowboy Operator	\$49.41 per hour
Pickup for Operator	\$25.00 per hour
Administration Overhead	10% of total cost

\*Klickitat County to provide fuel for the Chip Spreader.

**WASCO COUNTY BOARD OF COMMISSIONERS  
REGULAR SESSION  
OCTOBER 3, 2012**

**CONSENT AGENDA**

1. [Minutes](#)

a. [9.19.2012](#)

2. [Tax Refunds](#)



**Consent Agenda Item  
Minutes**

- [9.19.2012 Regular Session Minutes](#)



WASCO COUNTY BOARD OF COMMISSIONERS  
REGULAR SESSION  
SEPTEMBER 19, 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. There were no additions or corrections to the agenda. No department heads came forward to be heard outside of the scheduled items.

**Open to the Public – Home at Last**

Dennis Morgan, 7447 7 Mile Hill Road, The Dalles, OR, asked to be heard as a representative for a group of citizens concerned about recent changes made to management at the local animal shelter, Home at Last (HAL). He explained that while they understand the County does not have jurisdiction over the non-profit shelter, it is renting a County building and has received public funds. The HAL board recently terminated the business manager, Steve Drynan. Their biggest concern is how the decision was made. In the first year of Mr. Drynan's tenure, HAL revenue doubled and saw another increase in the second year. They assert that performance should be rewarded; he should not have been summarily dismissed.

Commissioner Hege asked what the response has been when concerns have been shared with the HAL board. Mr. Morgan responded that the only explanation they have received is that the board wanted to appoint an executive director; they did not explain why Mr. Drynan was not considered for that position. He went on to report that the tenor of the HAL meeting held last night was oppressive with only about 1/3 of the people wishing to be heard able to

speaking. He felt like the decision to terminate Mr. Drynan was a personal one; there are two couples serving on the board who he believes vote in blocks. He added that Dr. Brown, a local veterinarian who has done a lot of pro bono work for the shelter, has written a letter of protest.

The Board, along with Mr. Stone, explained that most of the public funds directed to HAL came from the City of The Dalles and that this was the last year of that funding. The County only functions as a landlord for HAL. Commissioner Holliday pointed out the County had also relinquished animal control responsibilities to the City of The Dalles.

Steve Bennett, 1810 Liberty Way, The Dalles, OR, joined the discussion to ask if the lease would be available for review. Mr. Stone replied affirmatively. Mr. Bennett pointed out that like any other business, HAL must be responsive to their customers to succeed; if they fail, then responsibility for animal control will revert back to the City and/or the County.

Phil Seim, 916 E. 13<sup>th</sup> Street, The Dalles, OR, came forward to say that last night's meeting was moved to a different day and time with only one day's notice. The meeting was closed in 15 minutes.

The Board thanked the members of the public for bringing this to their attention. They also applauded the progress made by HAL over the last few years; it has been a great addition to the County. They assured them that although they have no authority over HAL, they would continue to watch its progress keeping in mind that the County will bear some responsibility for animal control should HAL fail.

#### **Discussion Item – Girls Helping Girls**

Molly Rogers, Director of Youth Services, brought forward the Girls Helping Girls funding agreement with South Wasco County School District #1 for \$9,435.00 which is part of the approved budget through the Commission on Children and Families. Ms. Rogers met with the Superintendent of Schools and he is excited about the project. They are already working on a curriculum with Elaine Castles, Phd., who has been working with the schools in South Wasco County. Commissioner Hege asked if other schools were using this program. Ms. Rogers said that other districts in the County are using other programs; this is a pilot program being developed in a contained environment. It may be that other

districts will use it in the future. Funding for this program comes through the State Children & Youth and Families & Youth Investment.

**{{{Commissioner Hege moved to approve the funding agreement for Girls Helping Girls. Commissioner Holliday seconded the motion which passed unanimously.}}}**

**Discussion Item – Oregon Days of Culture Proclamation**

Corliss Marsh from the Wasco Cultural Trust Coalition provided the Board with a fact sheet outlining their role in the community and how the funds they administer have been spent. They give priority to programs that focus on children and/or have a county-wide scope. They are hoping to more widely advertise the grant availability this year. Chair Runyon offered that we could place a link on the County website.

Further discussion occurred around the variety of grants that have been awarded. Commissioner Hege asked that she explain the tax credit. She explained that if a taxpayer makes a donation to an eligible organization and matches that donation with a donation to the Oregon Cultural Trust, the donation to the Trust is deducted from their tax obligation – up to \$500.00 for an individual or \$1,000.00 for a couple. A list of eligible organizations is available on the State website.

**{{{Commissioner Holliday moved to proclaim October 1<sup>st</sup> through October 8<sup>th</sup> Oregon Days of Culture Week. Commissioner Hege seconded the motion which passed unanimously.}}}**

**Discussion Item – Road Specialist Position**

Marty Matherly, Public Works Director, explained that they have a road department employee who currently holds a Road Tech II position. He is due for an increase from step 4 to step 5. His performance review is good and Mr. Matherly plans to approve the step increase. This individual has considerable experience in road maintenance work and equipment operation and is occasionally being asked to perform jobs that are outside of his job description. His experience and abilities qualify him for a Road Specialist position; however, starting him as a step one Road Specialist would mean a decrease in pay. Mr. Matherly proposes starting him at step three which would pay the same as a step 5 for Road Tech. This move would have no budget impact but would recognize



this employee's skills and allow the Road Department to use him to full advantage.

**{{{Commissioner Hege moved to accept Mr. Matherly's recommendation to move said employee from Road Tech 4 to Road Specialist 3. Commissioner Holliday seconded the motion which passed unanimously.}}}**

#### **Discussion Item – Road Vacation**

Mr. Matherly is in receipt of a valid petition to vacate a portion of the public right of way of St. Charles Avenue in Tygh Valley, OR – T4S, R13E, Section 3. The petitioners have paid the initiation fee. He is asking the Board to direct him to prepare a written report on the proposed vacation which will then come before the Board for consideration.

Some discussion followed around where the road is located and how residents might keep traffic off of the road if vacated.

**{{{Commissioner Hege moved to approve Order 12-038 directing the public works director to prepare his report on the proposed vacation of a portion of St. Charles Avenue, a public road located in Wasco County, Oregon. Commissioner Holliday seconded the motion which passed unanimously.}}}**

Chair Runyon called a recess at 9:46 a.m.  
Session reconvened at 9:50 a.m.

#### **Agenda Item – Proposed Amendments to Planning Commission By-laws**

John Roberts, Planning Department Director, reminded the Board that revising the Planning Commission By-laws had been made a work program priority and that there had been two sessions with the BOCC to discuss changes. There are two significant changes being recommended:

1. The addition of two alternate commissioners by appointment – the alternates would participate in meetings without a vote and act as representatives for absent members. This system would also serve to educate possible future commissioners.
2. Modify the appointment process – rather than the process being conducted entirely by the Board an advisory committee would be formed

to bring recommendations to the Board for consideration. The committee would consist of the Planning Director, Chair and Vice Chair of the Planning Commission, a County Commissioner and the Planning Director from the City of The Dalles.

The rest of the proposed changes are more along the lines of housekeeping corrections to language.

Commissioner Holliday pointed out that there are other cities within the county that may want a voice. The Board agreed that the city position on the advisory committee should be opened to all cities within the County.

Chair Runyon expressed some interest in serving on the advisory committee as did Commissioner Hege. It was decided that Chair Runyon would serve as the BOCC representative to the Planning Commission Advisory Committee.

Commissioner Holliday voiced some concern about the language stating that if a Planning Commissioner misses more than 3 meetings in a year will be dismissed from the Commission. Chip Wood, Planning Commission member, offered that the Commission was trying to avoid having a Commissioner go out of town on vacation for months and not attending.

Looking at the by-laws the Board concluded that the language offered the Commission flexibility in deciding what would be considered legitimate absences.

**{{{Commissioner Hege moved to adopt Ordinance 12-015 with the changes to Section 2(c) to eliminate a specific city's planning director and allow for any County city's planning director to serve on the advisory committee. Commissioner Holliday seconded the motion which passed unanimously.}}}**

The Board was in consensus for Mr. Roberts to go forward in advertising for the alternate commissioners.

**Discussion Item – Medicaid Agreement Amendment**

Ms. Rogers returned to explain that the amendment is an adjustment to reconcile with Federal funding. It is not a large increase, but it is necessary to document the change.

Some discussion followed to explore the logistics of the funding and the match.

**{{{Commissioner Hege moved to approve Amendment 2 to Oregon Commission on Children and Families 2011-2013 County Healthy Start – Medicaid Administrative Activities Intergovernmental Agreement WAS1113-MAC. Commissioner Holliday seconded the motion which passed unanimously.}}}**

**Agenda Item – Emergency Notification Policy**

Mike Davidson, Wasco County Emergency Manager, brought forward the Wasco County Emergency Notification System Policy and Procedure Manual which he explained is related to the reverse 9-1-1 system being implemented by the County.

Commissioner Hege asked as to the status of the system. Mr. Davidson replied that the system has been uploaded for land lines. The registration process for other methods of notification is at the ready; they are engaging in staff training prior the release. Once the training is complete, they will post a link on the County website and heavily advertise the service. Citizens requesting notifications will be entering their information directly into the system. Setting up the system is work intensive, but maintenance is not.

Mr. Stone commended Mr. Davidson and the entire emergency response team for the work they have done to bring this to the county.

**{{{Commissioner Holliday moved to approve the Wasco County Emergency Notification System Policy and Procedure Manual. Commissioner Hege seconded the motion which passed unanimously.}}}**

**Consent Agenda – Minutes: 8.15.2012, 9.5.2012, 1.4.2012, 1.25.2012,  
Dismissing Delinquent Property Taxes, NORCOR Inspection  
Resolution #12 - 016**

**{{{Commissioner Hege moved to approve the Consent Agenda. Commissioner Holliday seconded the motion. Some discussion followed regarding one taxpayer who has several accounts on the dismissal list. A member of the audience explained that this person makes it well known that he does not pay his taxes until 60 days past due. The Board agreed that Sylvia Lowen, Chief Tax Deputy, would be the person to answer that question. The motion passed unanimously.}}}**

#### **Discussion Item – NORCOR Resolution**

Commissioner Holliday reported that she, along with Chief Deputy Sheriff Lane Magill, Mr. Stone, DA Nisley and Ms. Rogers reviewed the resolution and made some changes to the language. Those changes have been submitted to the larger group for approval. Gilliam County has accepted the changes but may make some additional adjustments to the document.

Mr. Stone, explained that the numbers being used in the formula were fictitious numbers so that no one could get locked into specific numbers. The resolution will come back before the Board once it has been finalized. Today he is asking that the Board consider the current changes for approval.

Commissioner Hege asked what the timeline is for the resolution. Commissioner Holliday replied that the goal is to have it all completed by October 19<sup>th</sup>.

Commissioner Hege asked for an explanation of the language changes. Commissioner Holliday responded that they had removed the word “consensus” because in the mediation process that word had been a good deal of difficulty with that particular word. They had added the “good faith” language to encourage all parties to work toward the good of the whole.

**\*\*\*It was the consensus of the Board to accept the language and move the process forward.\*\*\***

#### **Department Head – Hosting Hope Event**

Ms. Rogers announced that in response to tragic events that have occurred over the last few weeks in The Dalles, they will be hosting an event called Hope in The Dalles which will help to refocus the community on the positive aspects of living in The Gorge. The event is scheduled for September 22<sup>nd</sup> from 6:30-8:30 p.m. at The Dalles City Park on Union Street. She invited the Board to attend.



Chair Runyon asked what will happen to monies currently managed by WCCCF. Ms. Rogers suggested that she could return to present that information at a future session.

#### **Agenda Item – Wetlands Report**

Annette Liebe, Regional Solutions Coordinator, reviewed a document (attached) entitled *Addressing Wetland Constraints for Industrial Lands Preparedness*. She and others have been talking with the Port of The Dalles about options for addressing issues to make sites more shovel-ready. All the options will require the creation of a local wetlands inventory. They have a meeting later today with the Port, the City of The Dalles, MCCED and others to talk about regional permitting and how to raise the necessary funds to make that happen.

In regard to Walmart, the biological opinion had presented some challenges due to anticipated copper in run-off from the parking lot. Walmart was able to obtain clarification regarding the testing that will be required and has now reinitiated their permitting process.

Some discussion occurred regarding the benefits of regional permitting and the multiple uses of an inventory. Mr. Roberts stated that even without regional permitting, a wetlands inventory would be useful. The majority of industrial zoned land in the County is in The Dalles.

Karen Swirsky with the Department of Land Use commended Mr. Roberts on the work he has done to help streamline the permitting process.

#### **Discussion Item – VSO Intake Coordinator**

Mr. Stone reviewed his recommendation for a salary for the part-time VSO Intake Coordinator. He looked at the job description as compared to the current salary structure. He included both class I and K for consideration. Budget hearing discussions had indicated a starting wage of \$15.00 per hour. Class I begins at \$15.56 while class K begins at more than \$17.00 per hour.

Discussion ensued regarding the factors going into this decision: training costs, investing in a part-time position which may be seen by an employee as an opportunity to gain skills for a position elsewhere, whether the position will be

represented or not, what the intent of the budget committee was, what an appropriate title would be, and how sustainable the position will be.

**{{{Chair Runyon moved to place this position in Class I at Step 1 with the title Veterans Service Assistant. Commissioner Holliday seconded the motion which passed unanimously.}}}**

#### **Agenda Item – Title III Obligation**

Ms. White reviewed her memo to the Board outlining their options and responsibilities regarding the obligation of Title III funds. Mr. Roberts reported to the Board that after discussions with the local Fire Chief, the Emergency Manager and others, he has concluded that the current Community Fire Plan was not in need of updating and that such an undertaking would be unnecessarily time consuming and expensive.

**{{{Commissioner Holliday moved to announce the Board's intent obligate all 2012 Wasco County Title III funds to Reimbursement for Search and Rescue or Other Emergency Services performed on National Park Service or Bureau of Land Management Lands. Commissioner Hege seconded the motion which passed unanimously.}}}**

#### **Discussion Item – Treasurer's Report**

No discussion. Chair Runyon expressed his hope that in the future the Treasurer would agree to meet with the Board to discuss the Wasco County Investment Policy and how it compares with other Oregon Counties.

Chair Runyon recessed the BOCC session to open the Library Service District meeting at 11:32 a.m.

Session reconvened at 11:33 a.m.

#### **Commission Call**

Dan Erickson, newly appointed to the Gorge Commission, presented the Board with tickets to a fund raising event to be held at the Discovery Center on behalf of the Gorge Commission. The tickets are for the County Administrator and one or more Board members.

Ms. White asked the Board to judge an employee contest for National Knock Knock Joke Day, October 31<sup>st</sup>; they all agreed. She also explained that she is working to get the minutes up-to-date before the audit begins. She will be turning her attention to Board appointments once the minutes are up-to-date for the year. Board positions currently vacant include the Fair Board, the VSO Advisory Committee, the Selective Service Board and the Library Board.

Further discussion occurred regarding Mr. Erickson's appointment. The Board invited him to appear any time to report on Gorge Commission activities.

Commissioner Holliday will be on vacation from Friday, September 20<sup>th</sup> until Monday, October 1<sup>st</sup>. She will have her cell phone.

Mr. Stone will be out of the office for the remainder of the week.

Chair Runyon announced that Friday, September 21<sup>st</sup> is National POW/MIA Day. There will be an event at 6:00 p.m. at Kelly View Point.

The meeting was adjourned at 11:56 a.m.

At 11:28 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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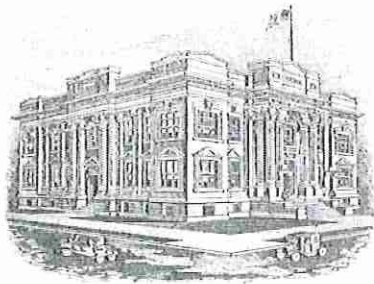
Sherry Holliday, County Commissioner

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Scott Hege, County Commissioner

**Consent Agenda Item**  
**Tax Refunds**

- [Request for Approval](#)
- [Credit Balance Report](#)



# WASCO COUNTY

Dept. of Assessment & Tax

511 WASHINGTON ST # 208  
THE DALLES, OREGON 97058-2237

Assessment (541) 506-2510

Tax (541) 506-2540


Fax (541) 506-2511

TIM R. LYNN  
ASSESSOR / TAX COLLECTOR

DONNA MOLLET  
CHIEF DEPUTY ASSESSOR

DARLENE LUFKIN  
CHIEF APPRAISER

SYLVIA LOEWEN  
CHIEF TAX DEPUTY

TO: WASCO COUNTY BOARD OF COUNTY COMMISSIONERS  
FROM:  WASCO COUNTY TAX COLLECTOR  
RE: TAX REFUNDS

The Wasco County Tax Office requests the approval of the Wasco County Board of County Commissioners to make refunds for the attached accounts. This is a result of overpayments due to estimates on advance collections. There is no interest paid on these types of refunds.

Approved this \_\_\_\_\_ day of \_\_\_\_\_ 2012.

\_\_\_\_\_  
Wasco County Board of County Commissioners



10/02/12  
8:03:10

SYLVIA

Wasco County  
CREDIT BALANCE REPORT - ALPHA ORDER

TCOWPFR2  
Page 1

ALL TAX ROLLS

REF #	YEAR	ACCOUNT NAME	TAX DUE
62585	2012	BARRY RENTS	618.96-
71702	2012	WALLACE RENTALS LLC	87.37-
9997	2012	WELP JEROME P & HELEN M	105.17-
10322	2012	WELP JEROME P & HELEN M	23.97-
10325	2012	WELP JEROME P & HELEN M	18.57-

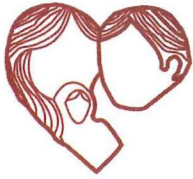
REPORT TOTAL: 854.04-  
NUMBER OF ACCOUNTS: 5

**Agenda Item**  
**Morrow – Pacific Project**

- [NO DOCUMENTS HAVE BEEN SUBMITTED FOR THIS ITEM –  
RETURN TO AGENDA](#)

**Agenda Item**  
**Tobacco Free County**

- [Letter from LaClinica](#)
- [Letter from Mid-Columbia Center for Living](#)
- [Letter from Community Corrections](#)
- [Letter from Emergency Manager](#)



**La Clínica del Cariño Family Health Care Center, Inc.**  
849 Pacific Avenue  
Hood River, OR 97031  
(541) 386-6380  
Fax: (541) 308-8396

425 E 7<sup>th</sup> Street  
The Dalles, OR 97058  
(541) 296-4610  
Fax: (541) 296-5813  
[www.LaClinicaDelCarino.org](http://www.LaClinicaDelCarino.org)

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September 7, 2012

Wasco County Commissioners  
c/o Mary Gale, Health Promoter  
North Central Public Health District  
419 East Seventh Street  
The Dalles, Or. 97058

To Wasco County Commissioners Rod Runyon, Sherry Holiday, and Scott Hege;

As a tenant of Wasco County, La Clínica is supportive of Wasco County adopting a 100% tobacco free policy at the property where we presently reside in The Dalles. As healthcare providers, we want to provide services in a healthy and clean environment.

We recognize a tobacco free policy supports people who want to quit. When we protect all people from secondhand smoke, it makes use of tobacco less attractive and changes the norm to smoke or tobacco free.

Sincerely,

Jim Ferguson, Interim Executive Director  
La Clínica del Cariño



## Mid-Columbia Center For Living

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

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**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

September 17, 2012

Wasco County Commissioners  
c/o Mary Gale, Health Promoter  
North Central Public Health District  
419 East Seventh Street  
The Dalles, Oregon 97058

To: Wasco County Commissioners Rod Runyon,  
Sherry Holiday, and Scott Hege:

As a tenant of Wasco County, Mid-Columbia Center for Living is supportive of Wasco County adopting a 100% tobacco free policy at the property where we presently reside in The Dalles. As healthcare providers, we want to provide services in a healthy and clean environment.

We recognize a tobacco free policy supports people who want to quit. When we protect all people from secondhand smoke, it makes use of tobacco less attractive and changes the norm to smoke or tobacco free.

Sincerely,

Barbara J. Seatter, M.S., Executive Director  
Mid-Columbia Center for Living

BJS/aj



Martin Robert V      Sep 17

to me, miked, Jeanne, Eiesland

Mary-

Responding to your request for my opinion on the smoke free zone:

As a Community Corrections program we deal with clients that for the most part are struggling with severe addictions to methamphetamines, heroin, marijuana, alcohol, prescription pain killers, etc. Their behaviors associated with illegal drugs has cost many of them everything they have, their jobs, their homes, their spouses and their children. Those consequences have not been enough to make them quit using drugs. We are working with them continuously to help them overcome these addictions. We enroll them in several different local outpatient treatment programs that they are involved in several times per week (some go to inpatient programs as well). We also have a cognitive restructuring program where we deal with thinking errors and cause and effect, and taking personal responsibilities for their actions and outcomes.

Our clients are often nervous when coming to see their supervising officers, some smoke and this activity seems to calm them down and relieve some of the pressure they are feeling at the time.

As they deal with the pressures of coming off drugs, tobacco fills the gap for them as they experience withdrawals (physical and psychological) and helps them cope with the pressures they are feeling (therapeutic effect). We believe that prohibiting them from being able to smoke outside where it is legal and safe to do so only puts more pressure on them and makes the interface with Community Corrections more problematic, which is counterproductive to our goals of helping them abstain from illegal drug use.

There are already state laws in effect that more than adequately protect the public from second hand tobacco smoke. I don't believe that we should be in the business of moving beyond the law to prohibit a legal activity. Although I understand and appreciate the motivation I believe there is fundamentally something wrong with the concept.

In moving beyond the current law and policies one could possibly see that instead of "elevating the atmosphere" in the area, that it could possibly have the opposite effect...that it could create conflicts and problems with clients and the public where none now exists.

We want our clients to be able to smoke near our building where the receptacle is currently located so they can be in plain view to staff when doing so. We don't want them going to their cars and rolling up the windows and smoking as an alternative (that is what would happen).

Thanks for requesting my opinion.

Sincerely,

*Robert V. Martin, Director*

*Community Corrections*

*WascoCounty*

Mike Davidson

Sep 14

to **Rick**, me, Martin, Jeanne, Teri

Mary Gale,

I understand what you are trying to accomplish however I am generally not supportive of government regulations being imposed on citizens to prevent them from engaging in an otherwise legal activity. There is currently state law, and a more restrictive county policy, in place that already address this issue. I would suggest consideration of a more moderated approach to an all out prohibition and designate an area away from the buildings, like a space in the lower east parking lot, as a tobacco use area.

Another concern I have against an outright prohibition of tobacco use is the accommodation of employees that are tobacco users. I know you have spoken to Jeanne about this issue already but some consideration needs to be given to employees at 911 who are not allowed to leave the workplace and are not provided with the normal breaks and lunch periods that persons not employed in emergency services enjoy.

Mike

**Agenda Item**  
**Library Service District Meeting**

- [PLEASE SEE LIBRARY SERVICE DISTRICT BOARD PACKET](#)  
[RETURN TO AGENDA](#)