

WASCO COUNTY BOARD OF COMMISSIONERS
REGULAR SESSION / AGENDA WEDNESDAY, October 17, 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) [Plaque Presentation](#), [Pacific Source Contract](#), [VSO Report](#), [WCCCF Contract](#), [Public Health Contract](#), [Treasurer's Report](#)
- [Consent Agenda](#) (Items of a routine nature: minutes, documents, items previously discussed.) [Minutes: 2.15.2012](#), [10.3.2012](#)

9:30 a.m. [Main Street Program Mosier/The Dalles](#) – Kathy Fitzpatrick, Sheri Stuart

10:30 a.m. [Fair Board Report](#) – Kay Tenold

11:00 a.m. [Budget Adjustments](#) – Monica Morris

NEW / OLD BUSINESS
COMMISSION CALL / REPORTS
ADJOURN



WASCO COUNTY BOARD OF COMMISSIONERS
REGULAR SESSION
OCTOBER 17, 2012

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

At 9:00 a.m. Chair Runyon opened the Regular Session of the Board of Commissioners with the Pledge of Allegiance. Commissioner Holliday asked to add the employment of a Public Health Clinician to the Discussion List. Prior to the session, Ms. White had asked to add 1.11.2012 Regular Session Minutes to the Consent Agenda. No department heads came forward to be heard outside of the scheduled items.

Discussion Item – VSO Report

Russell Jones, Wasco County Veterans Service Officer, came forward to provide a report on the activities at the Veterans Service Office. He reviewed the data provided in the Board Packet. He reported that approximately 20% of the veterans seen at the VSO in September came from Klickitat County. In addition, a small percent come from Gilliam and Sherman Counties. They are also taking a lot of phone calls from Klickitat County but have not begun to track that activity.

Mr. Jones went on to say that the volunteer staff is indispensable. He is two weeks out for scheduling new appointments; without the volunteer staff, the delays would be much longer. He explained that some of the correspondence from the Veterans Administration is time sensitive; sometimes even the two week delay is pushing the deadline. Missing a deadline can result in claim denial.

In addition, he explained that the filing system at the Veterans Service Office has been neglected for quite some time. Some files must be kept for as long as 75 years. The volunteers have organized to revamp the filing not only to clean up the vast backlog, but also create systems that will keep the office in compliance with regulations. He added that the volunteers have raised enough money for a new flagpole which will be installed soon.

Commissioner Holliday commented that she was very pleased to hear that the City of The Dalles had decided to extend the lease for the VSO; they are offering a five-year lease.

Chair Runyon announced that the Board is seeking members to serve on the Veterans Services Advisory Committee. Ms. White explained that the posting for the positions will go up tomorrow.

Mary Merrill, former member of the Committee, interjected that it is rewarding committee on which to serve; they actually get things done. She encouraged people to consider participating.

Discussion Item – Plaque Presentation

John Roberts, Planning Director, came forward to present a plaque in appreciation of service given by Ron Archer who recently resigned his position on the Planning Commission, having served from 2004 until 2011. Mr. Roberts, along with the Board, commended Mr. Archer for his dedication to serving his community. Mr. Archer expressed his gratitude for the recognition and the opportunity, saying that he had learned a great deal from the experience.

Commissioner Hege asked Mr. Archer's opinion on the Board's recent decision to add two alternate positions to the Planning Commission. Mr. Archer responded that he thought it was a good idea for both the alternates coming on board and for the Planning Commission.

Open to Public – The Dalles - Wasco County Library Foundation

Corliss Marsh, member of the Library Foundation, provided some documents (attached) regarding the planned expansion of The Dalles – Wasco County Library. She explained the necessity of providing space where the children and

youth could be served without reducing access for the adult patrons. She asked the Board for a letter in support of the expansion. The Board agreed to provide such a letter.

Discussion Item – Pacific Source Contract

Teri Thalhofer came forward to answer any questions the Board had regarding the Pacific Source Contract. She explained that questions raised by County Counsel and the Insurance Agent had been resolved. In response to a question from Mr. Stone, Ms. Thalhofer explained that Wasco County's reimbursement rate would be the same as Hood River County's.

{{{Commissioner Hege moved to approve the Provider Services Agreement between PacificSource Community Solutions, Inc. and North Central Public Health District. Commissioner Holliday seconded the motion which passed unanimously.}}}

Discussion Item – CNN Subaward Contract Amendment

Ms. Thalhofer expressed disagreement with the figures for hourly costs as calculated by Wasco County Finance Manager, Monica Morris. She felt the calculation should not include on-call time; without that factor the hourly rate would be \$67.36 – \$15.36 more than is budgeted for the position. Public Health fills that gap with flexible funding. She added that they attempted to fill this need locally but were unable to reach an agreement with the local physician employer. No additional general fund monies are being requested.

{{{Commissioner Holliday moved to approve the CNN Subaward Contract Amendment between Oregon Health & Science University and North Central Public Health District. Commissioner Hege seconded the motion which passed unanimously.}}}

Agenda Item – Main Street Program

Sheri Stuart, Oregon Main Street Coordinator, led the audience through a Power Point presentation outlining some of the work being done around the State through the Main Street Program (see attached). Her overall message was that

by enhancing the downtown district, you can attract more commerce and more visitors who are willing to pay higher prices for an improved experience. She explained that the program addresses four points: physical elements, creating an economic base, creating an organizational base for future planning, and promotional activities. She concluded by saying that the work does not end with renovation; you must be vigilant in maintaining enthusiasm and keeping up with changes.

Kathleen Fitzpatrick, representing Main Street Mosier, came forward to explain their efforts to create and revitalize their main street. They are focusing on reinventing their school which is their largest employer. Their goal is to produce not only a school but a community center. They also want to leverage their close proximity to recreational areas to attract tourism. They are already working with other communities along the historic highway to develop a bike trail connected by community hubs. In the future they will return to the Board requesting support of their plan to purchase some Union Pacific Property in Mosier.

Mary Merrill and Steve Lawrence, representing Main Street The Dalles, were present to outline the work being done in The Dalles. Mr. Lawrence had recently attended the Main Street State Conference and learned that one of The Dalles central assets is their historical district. He also believes The Dalles is home to many creative entrepreneurs who can help revitalize the downtown area. The Port of The Dalles is becoming involved as they have realized their survival depends in part on a robust downtown area.

Ms. Merrill added that they are working to get the Elks building turned around for use and working with building owners as their buildings empty to find new businesses to occupy those spaces. In addition, the City of The Dalles is moving toward creation of a vertical housing district to develop residential housing in the unused upper floors of downtown buildings. Urban renewal funds are available to address ADA issues.

Commissioner Holliday asked Ms. Fitzpatrick about the timeline for funding of a hub. Ms. Fitzpatrick responded that they have had interest from funding entities and she is hopeful that as they partner with other like-minded communities they will be able to secure funding within the next year.

Kay Tenold, Fair Board Manager, and Zach Harvey, Fair Board member, came forward to provide a report on the 2012 Wasco County Fair. Ms. Tenold reviewed the documents provided to the Board in their packet. Commissioner Runyon inquired about tracking of the new RV spaces. Mr. Harvey responded that the hook-ups are not yet fully functional but that they can certainly track their use going forward.

Ms. Tenold explained the process of securing sponsors; while it is relatively easy to get sponsors for small items, it is much more challenging to obtain financial support for bigger ticket items. Part of that challenge is that there are two area events that immediately precede the fair and diminish the donation pool.

Chair Runyon commended the volunteer board for all their hard work. He also applauded Mr. Stone for the many hours of time he puts in at the fair.

Chair Holliday asked Ms. Tenold, in light of her recent move to the Oregon coast, how much longer she would be with the Fair Board. Ms. Tenold responded that she comes to The Dalles for other reasons and is able to bring her fifth wheel and stay at Hunt Park. The job has become much more paperwork intense since taking on the 4-H contracts in addition to invoicing. She is not sure how much longer she will stay. She has been with the fair board for 23 years and enjoys it.

Commissioner Hege asked if they track the number of people coming through the gate at the fair. Ms. Tenold said the number is really just estimated. Mr. Harvey explained that it is very difficult for gate workers to manage entry fees and also count.

Mr. Stone interjected that he sees the next real opportunity is to locate a volunteer who can do targeted marketing, especially for off-season use.

Discussion List – Public Health Clinician
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Ms. Thalhofer came forward seeking approval to hire a .8 FTE clinician at \$50.00 per hour with benefits to work two days per week at North Central Public Health and contracted to work 2 days per week at Hood River Public Health.

Mr. Stone asked for clarification regarding the funding for this position. Ms. Thalhofer responded that it does not impact the general fund in any way, but rather comes from family planning and other Public Health funding streams.

While the clinician will be a Wasco County employee, once Public Health separates from the County, North Central Public Health will become the employer.

Commissioner Hege asked if this had gone through the contracting process. Ms. Thalhofer said that it had, although it is a little different in light of the upcoming separation from the County. She explained the urgency, saying that the last time they posted for this position, they had no applicants; they have a viable candidate who may not be available if they wait until after the separation.

{{{Commissioner Holliday moved to accept the recommendation of the North Central Board of Health to hire a .8 FTE clinician. Commissioner Hege seconded the motion which passed unanimously.}}}

Agenda Item – Budget Adjustments

Monica Morris, Finance Manager, briefly reviewed the budget adjustments included in the Board packet. Commissioner Hege asked for further elaboration regarding the Public Works adjustment. Ms. Morris explained that Facilities will now be in charge of repair and maintenance for the Public Works facility. That work has previously been handled by Public Works; therefore, the funds have been budgeted to them. With the change in responsibilities, those funds need to be moved to a Facilities line item in order for them to do the work. Some funds will remain with Public Works for this fiscal year in order for them to complete the replacement of their automatic garage door – a project that is already in progress.

{{{Commissioner Hege moved to approve Order #12-045 Transferring \$21,029.00 from capital expenditure accounts to materials and services accounts during the fiscal year 2012-2013 to complete the second year of the Netsmart Contract. Commissioner Holliday seconded the motion which passed unanimously.}}}

{{{Commissioner Holliday moved to approve Resolution #12-017 accepting and appropriating unanticipated Bureau of Land Management grant funding during fiscal year 2012-2013. Commissioner Hege seconded the motion which passed unanimously.}}}

{{{Commissioner Hege moved to approve Resolution #12-018 accepting and appropriating unanticipated AD70 grant funding and City of The Dalles donations during fiscal year 2012-2013. Commissioner Holliday seconded the motion which passed unanimously.}}}

{{{Commissioner Hege moved to approve Order #12-046 transferring \$24,999.00 from Personal Services Account to Materials and Services Account during fiscal year 2012-2013. Commissioner Holliday seconded the motion which passed unanimously.}}}

{{{Commissioner Holliday moved to approve Order #12-047 transferring \$11,500.00 from General Fund Contingency to General Fund Building Repair and Maintenance – Public Works during fiscal year 2012-2013.}}}

Discussion List – WCCCF Contract

Chair Runyon, explaining that Molly Rogers, Youth Services Director, could not be in attendance, read her letter (attached) outlining the reasons for the contract into the record.

{{{Commissioner Holliday moved to accept the recommendation of the WCCCF Executive Committee and the Early Childhood Committee to approve the contract with Child Care Partners to provide services to the WCCCF as outlined in the contract. Commissioner Hege seconded the motion which passed unanimously.}}}

Consent Agenda – Minutes 1.11.2012, 2.15.2012, 10.3.2012

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

Chair Runyon noted the Treasurer's Report included in the Board Packet, asking if anyone had any questions or comments. There were none.

Discussion Item - Treasurer's Report

{{{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

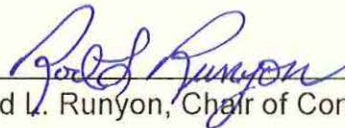
Commissioner Hege pointed out the new link on the Wasco County home page for the Citizen's Alert Notification Sign-up.

Open to the Public – Richard Murray

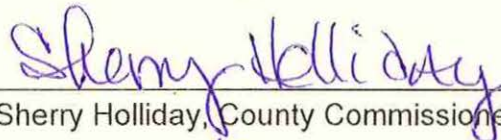
Richard Murray came forward to request a meeting with Chair Runyon, Mr. Stone and Chip Wood, candidate for Wasco County Commissioner. After brief discussion, it was determined that they would all meet in Mr. Stone's office once the Board session had adjourned.

Chair Runyon adjourned the session at 11:35 a.m.

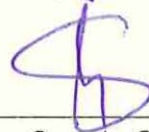
WASCO COUNTY BOARD
OF COMMISSIONERS



Rod L. Runyon, Chair of Commission



Sherry Holliday, County Commissioner



Scott Hege, County Commissioner

**WASCO COUNTY BOARD OF COMMISSIONERS
REGULAR SESSION
OCTOBER 17, 2012**

DISCUSSION LIST

ACTION AND DISCUSSION ITEMS:

1. [Plaque Presentation](#) – John Roberts
2. [Pacific Source Contract](#) – Molly Rogers, Tyler Stone, Teri Thalhofer
3. [VSO Report](#) – Jean Maxwell
4. [WCCCF Contract](#) – Molly Rogers
5. [CCN Subaward Amendment](#) – Teri Thalhofer
6. [Treasurer's Report](#)

ON HOLD:

1. Wasco County website improvement

Discussion List Item
Plaque Presentation

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

Discussion List Item
Pacific Source

- [Pacific Source Contract](#)



PROVIDER SERVICES AGREEMENT

BETWEEN

PACIFICSOURCE COMMUNITY SOLUTIONS, INC.

AND

NORTH CENTRAL PUBLIC HEALTH DISTRICT

Commencement Date: August 1, 2012

This Provider Services Agreement is made and entered into effective as of August 1, 2012 ("Commencement Date"), by and between PacificSource Community Health Solutions, Inc., an Oregon corporation ("Health Plan"), and **North Central Public Health District** ("Provider Entity").

WHEREAS, Health Plan is a company contracted with the State of Oregon, acting by and through the Oregon Health Authority ("OHA"), Division of Medical Assistance Programs ("DMAP"), to implement and administer services under the Oregon Health Plan in certain counties in Oregon;

WHEREAS, as indicated on the signature page of this Agreement, Provider is a Provider Entity, which provides services under this Agreement through its physician shareholders(s), partners, independent contractors(s), and/or employee(s);

WHEREAS, Health Plan desires to enter into this Agreement with Provider Entity in order to obligate Provider Entity to provide Covered Services to Health Plan Members; and

WHEREAS, the Parties intend that should any reasonable ambiguity arise in the interpretation of a provision of this Agreement, the provision shall be construed to be consistent with the legal requirements of the Oregon Health Plan (OHP) or other legal requirements, as applicable.

NOW, THEREFORE, in consideration of the mutual covenants and agreements, and subject to the conditions and limitations set forth in this Agreement, and for the mutual reliance of the parties in this Agreement, the Parties hereby agree as follows:

1.0 DEFINITIONS

1.1 Agreement.

"Agreement" means this Provider Services Agreement, including any and all amendments, exhibits, attachments, schedules, and addenda, now or hereafter entered into, between Provider Entity and Health Plan.

1.2 Clean Claim.

"Clean Claim," means a claim received by Health Plan for payment of Covered Services rendered to a Member which can be processed without obtaining additional information from Provider Entity or from a third party and has been received within the time limitations set forth herein. A Clean Claim does not include a claim from a Provider who is under investigation for fraud or abuse or a claim under review for Medical Necessity. A Clean Claim is a "clean claim" as defined in 42 CFR 447.45(b).

1.3 Copayments.

“Copayments” are defined as any and all copayments as may be provided for under the Oregon Health Plan.

1.4 Covered Services.

“Covered Services” are defined as Medically Necessary health services that are funded by the legislature of the State of Oregon and described in ORS 414.705 to 414.750; OAR 410-120-1210, Medical Assistance Benefit Packages and Delivery System; OAR 410-141-0120, Oregon Health Plan Prepaid Health Plan Provision of Health Care Services; OAR 410-141-0520, Prioritized List of Health Services; and OAR 410-141-0480, Oregon Health Plan Plus and Standard Benefit Package of Covered Services; except as excluded or limited under OAR 410-141-0500, Excluded Services and Limitations for OHP Clients. Covered Services shall not include independent clinical reference laboratory services, Durable Medical Equipment in excess of \$500 value and surgery centers, licensed physical therapy services, and optical devices and supplies. All such excepted services will be contracted for directly by Health Plan under separate contract.

1.5 Covering Physician.

“Covering Physician” means a Health Plan Provider or, with prior notice and subsequent approval, a licensed practitioner who is not a Health Plan Provider, who, pursuant to a formal arrangement with Provider Entity, provides Covered Services to Members for or on behalf of Provider Entity during an emergency or temporary unavailability such as a vacation or illness.

1.6 Emergency Services.

“Emergency Services” are defined as Covered Services furnished by a provider that is qualified to furnish these services and that are needed to evaluate or stabilize an Emergency Medical Condition. “Emergency Services” include all inpatient and outpatient treatment that may be necessary to assure within reasonable medical probability that no material deterioration of the patient’s condition is likely to result from, or occur during, discharge of the Member or transfer of the Member to another facility.

1.7 Emergency Medical Condition.

“Emergency Medical Condition” means a medical condition manifesting itself by acute symptoms of sufficient severity (including severe pain) such that a prudent layperson, who possesses an average knowledge of health and medicine, could reasonably expect the absence of immediate medical attention to result in placing the health of the individual (or with respect to a pregnant woman, the health of the woman or her unborn child) in serious jeopardy, serious impairment to bodily functions or serious dysfunction of any bodily organ or part. An Emergency Medical Condition is determined based on the presenting symptoms (not the final diagnosis) as perceived by a prudent layperson (rather than a health care

professional) and includes cases in which the absence of immediate medical attention would not in fact have had the adverse results described in the previous sentence. An emergency shall include, but not be limited to, suspected heart attack or stroke, poisoning, loss of consciousness, severe respiratory distress, hemorrhaging, or convulsion. Health Plan may determine that other similarly acute conditions require Emergency Medical Services. The decision of whether a condition requires Emergency Medical Services rests with Health Plan and is subject to its procedures for post-treatment utilization review consistent with the standards under federal or Oregon law, as applicable.

1.8 Health Benefit Plan.

“Health Benefit Plan” means the Oregon Health Plan Plus Benefit Package, which is a benefit package available to eligible Members as described in OAR 410-120-1210 Medical Assistance Benefits: Excluded Services and Limitations and in OAR 410-141-0520 Prioritized List of Health Services and OAR 410-120-1230.33, and/or the Oregon Health Plan Standard Benefit Package, which is a benefit package available to eligible OHP Clients (including families, adults, and couples) who are not otherwise eligible for the OHP Plus Benefit Package as described in OAR 410-120-1210, Medical Assistance Benefit Packages and Delivery System and in OAR 410-141-0520, Prioritized List of Health Services.

1.9 Health Plan Physicians.

“Health Plan Physicians” are defined as all physicians who are Health Plan Providers.

1.10 Health Plan Provider Manual.

“Health Plan Provider Manual” means a document developed and maintained by Health Plan, which provides instruction regarding standard policy and procedural requirements of the Health Plan and is provided on-line on Health Plan’s website in the provider section:

(<http://www.communitysolutions.pacificsource.com/Partners/Providers.aspx>)

1.11 Health Plan Providers.

“Health Plan Providers” means institutional or non-institutional health care entities or individuals that are under contract, directly or indirectly, with Health Plan to provide Covered Services to Members.

1.12 Medical Director.

“Medical Director” means a doctor of medicine or osteopathy duly licensed in the state of Oregon to practice medicine or osteopathy, as the case may be, employed by Health Plan to oversee quality management, case and disease management, and utilization management. The Medical Director(s) shall be responsible for all final medical and mental health decisions relating to coverage or payment made pursuant to the terms of this Agreement.

1.13 Medically Necessary.

“Medically Necessary” are services and medical supplies that are required for prevention, diagnosis, or treatment of a health condition that encompasses physical or mental conditions or injuries and which are as follows:

- (a) Consistent with the symptoms of a health condition or treatment of a health condition;
- (b) Appropriate with regard to standards of good health practice and generally recognized by the relevant scientific community and professional standards of care as effective;
- (c) Not solely for the convenience of a Member or a provider of the service or medical supplies; and
- (d) The most cost effective of the alternative levels of medical services or medical supplies that can be safely provided to a Member in Health Plan’s judgment.

For these purposes, “standards of good health practice and generally recognized by the relevant scientific community and professional standards of care” are standards that are based on credible scientific evidence published in peer-reviewed medical literature generally recognized by the relevant medical community or by national physician specialty society recommendations.

“National physician specialty society” means a United States medical specialty society that represents diplomats certified by a board recognized by the American Board of Medical Specialties.

1.14 Member.

“Member” means an individual who is found eligible by the Oregon Department of Human Services, including such divisions, programs, and offices as may be established therein, to receive services under the Oregon Health Plan, is enrolled with Health Plan and eligible to receive Covered Services, and to whom Provider Entity is required to provide Covered Services pursuant to this Agreement.

1.15 Non-Covered Services.

“Non-Covered Services” are defined as all health care services that are not Covered Services under the Member’s Health Benefit Plan.

1.16 Oregon Health Plan.

“Oregon Health Plan” (OHP) means the Oregon Medicaid Demonstration Project, which expands Medicaid eligibility to eligible OHP clients (individuals found eligible by DHS to receive services under the OHP), as established by chapter 815, Oregon Laws 1993, and the enacted during the 1987, 1989 and 1991 legislative sessions, the goal of which is to ensure that Oregonians have access to

health care coverage. OHP relies substantially upon prioritization of health services and managed care to achieve the public policy objectives of access, cost containment, efficacy, and cost effectiveness in the allocation of health resources.

1.17 Primary Care Physician.

“Primary Care Physician” means a Health Plan Physician selected by a Member or otherwise assigned or designated by Health Plan who is responsible for coordinating all aspects of a Member’s medical care, including referrals to other providers, according to the terms of the Member’s Health Benefit Plan and the Health Plan Provider Manual. Primary Care Physicians shall include general internists, general practitioners, family practitioners, pediatricians, and any other physician who has been approved by Health Plan to be designated as a Primary Care Physician, consistent with Oregon law.

1.18 Specialist Physician.

“Specialist Physician” means a Health Plan Physician who provides specialty medical services to Members upon referral by the Member’s Primary Care Physician and/or by Health Plan, according to the terms of the Member’s Health Benefit Plan and the Health Plan Provider Manual. Specialist Physicians shall include all Health Plan Physicians who are not Primary Care Physicians.

1.19 Urgent Care Services.

“Urgent Care Services” are defined as Covered Services that are Medically Necessary and immediately required in order to prevent a serious deterioration of a Member’s health that results from an unforeseen illness or an injury. Services that can be foreseen by the individual are not considered Urgent Services.

2.0 PROVIDER RESPONSIBILITIES.

2.1 Provider Entity Services.

Provider Entity shall provide the following:

- (a) Provider Entity shall ensure that Providers provide Covered Services on an as needed basis within the scope of Provider’s licensing, training, experience, and qualifications and consistent with accepted standards of medical practice and the terms and conditions of this Agreement. .
- (b) Provider Entity shall ensure that Providers devote sufficient time, attention, and energy necessary for the competent and effective performance of Provider Entity’s duties under this Agreement to Members who select Provider Entity or are otherwise designated, assigned, or referred to Provider Entity by Health Plan.

2.2 Non-Discrimination.

Provider Entity shall (a) not discriminate in the treatment of Members based upon physical or medical disability, medical condition, race, color, national origin, ancestry, religion, sex, marital status, veteran status, sexual orientation, or age, to the extent required by applicable federal, state, and local laws, regulations, and ordinances, and (b) provide services to Members in the same manner, in accordance with the same standards, and within the same availability as to non-Members.

2.3 Pre-authorization Program.

Except for Emergency Medical Services, Provider Entity will cooperate fully with Health Plan's pre-authorization program, including, but not limited to, obtaining approval for all hospital admissions. Health Plan will notify Provider Entity reasonably in advance when Covered Services are added to or removed from the pre-authorization program. Prior approval of all procedure listed on the pre-authorization grid (<http://www.clearonehp.com/Common/AuthorizationGrid/AuthorizationGrid.aspx>) is required, and any claims submitted for such procedures without prior approval will be denied.

2.4 Complex Medical Conditions.

Provider Entity shall notify Health Plan's Medical Director, or his or her designee, of any Member with a complex medical condition, in Provider's clinical judgment, and to cooperate with Health Plan so that Health Plan can arrange for the appropriate Health Plan Providers to assess such Member's condition, to diagnose and monitor the condition on an ongoing basis, and to establish and implement a case management treatment plan appropriate to the condition, with an adequate number of visits to Specialist Physicians to accommodate the treatment plan. Provider Entity shall acknowledge that Provider Entity must consider the Member's input in any proposed treatment plan.

2.5 Referrals.

Except (a) in the event of an emergency, (b) where otherwise approved or directed in advance by Health Plan, or (c) where a Member's medical needs otherwise require, Provider Entity shall ensure that Providers refer Members only to Health Plan Providers and shall refer Members for inpatient hospital services only to Health Plan Provider hospitals. Provider Entity shall ensure that Providers comply with Health Plan's referral authorization procedures as set forth in the Health Plan Provider Manual.

2.6 Emergency Coverage.

Provider Entity shall be responsible for responding to emergent needs of Members with respect to Covered Services during normal business hours. Provider Entity will have phone coverage that directs Members to appropriate

resource for emergent needs if Member seeks Covered Services outside of normal business hours..

2.7 Billing Procedure.

- 2.7.1 Covered Services.** For all Covered Services provided by Provider Entity under this Agreement, Provider Entity shall bill Health Plan in accordance with the Health Plan Provider Manual and Exhibit B of this Agreement. Provider Entity shall not, under any circumstances, bill, charge, seek compensation, remuneration or reimbursement from, or any recourse against, DHS or a Member for any Covered Services; provided, however, that Provider Entity may collect Copayments, if any, provided for under the Member's Health Benefit Plan and whenever possible, Provider Entity shall collect any such Member Copayments at the time Covered Services are rendered.
- 2.7.2 Non-Covered Services.** For all Non-Covered Services provided to any Member, Provider Entity may bill such Member directly for such Non-Covered Services if, prior to providing such Non-Covered Services, Provider Entity shall have advised such Member of non-coverage and shall obtain such Member's acknowledgment and acceptance of individual financial responsibility ("Patient Acknowledgment"). Such Patient Acknowledgment shall be obtained in writing (a sample form Acknowledgment of Disclosure and Acceptance of Patient Financial Responsibility is attached hereto as Exhibit E).
- 2.7.3 Actions to Collect Amounts Owed.** Provider Entity shall not maintain any action at law or equity against DHS or any Member to collect any sum owed to Provider Entity by Health Plan for Covered Services rendered pursuant to this Agreement. Provider Entity shall not pursue any available legal or other remedy against Health Plan for any Health Plan nonpayment or underpayment to Provider Entity for Covered Services provided to a Member unless and to the extent that Health Plan has failed to pay Provider Entity for such Covered Services as required by this Agreement or Health Plan becomes insolvent.
- 2.7.4 Claims Policies and Procedures.** Provider Entity agrees to comply with claims policies and procedures regarding the form of claims submission as identified in the Health Plan Provider Manual, which shall be consistent with industry standards for billing and coding practices. Provider Entity agrees that claims must be submitted within one hundred twenty (120) days of the provision of services, except as otherwise set forth in OAR 410-141-0400. Claims submitted after the 120 day period will be denied, and Provider Entity shall not seek reimbursement for such denied claims from Members.

2.8 Compliance with Health Plan Policies and Procedures.

Provider Entity shall participate in, cooperate with, and comply with all applicable Health Plan requirements, policies, and procedures, including, but not limited to, those set forth in the Health Plan Provider Manual and those relating to Member grievances, credentialing, utilization review, quality assurance, and medical management program. Health Plan agrees to make any such requirements, policies, and procedures available to Provider Entity upon request within 72 hours. Provider Entity acknowledges that such Health Plan requirements and procedures may be amended from time to time and that Provider Entity shall be given at least thirty (30) days prior written notice of any amendments to such requirements and procedures that may affect the performance of Health Plan or Providers under this Agreement.

2.9 Cooperation with UM and Quality Improvement Activities; Health Plan Committee.

Provider Entity agrees to cooperate with utilization management and quality management procedures specified in the Health Plan Provider Manual. If Health Plan's quality review activities involve post-payment record reviews or audits, such activities shall be limited to Member records, conducted at Health Plan's expense, which expense shall not include the cost of accessing and/or copying records up to ten (10) records per Provider per audit after which the Parties shall split the reasonable costs, and shall not unreasonably interfere with Provider Entity's business operations. Provider Entity shall cooperate with Health Plan, or its designee, in the performance of quality improvement and related activities pertaining to provision of services to Members. Failure to comply with Health Plan utilization review requirements or respond to post-payment record reviews or audits, may result in Health Plan asking for a return of amounts paid to Provider Entity. If such amounts are not refunded or a reasonable accommodation for repayment cannot be reached between Health Plan and Provider Entity, Health Plan may setoff such amounts against amounts owed to Provider Entity. The setoff right provided above only may be exercised upon prior written notice to Provider Entity. For any return requests or setoff notices, Provider Entity shall be given an opportunity to be heard by Health Plan or appropriate committee of Health Plan. Provider Entity shall agree to consider serving as a member of Health Plan's Utilization Review, Peer Review, Credentialing, or Quality Assurance Committees, if requested to do so by Health Plan.

2.10 Provider Practice.

Provider Entity shall determine the method, details, and means of performing services under this Agreement. Subject to the terms and conditions of this Agreement, Provider Entity shall be entitled to perform all usual and customary procedures relative to Provider Entity's practice. Nothing in this Agreement shall be interpreted to interfere with the physician-patient relationship. Without limiting the foregoing, this Agreement does not, and shall not be interpreted as,

prohibiting or otherwise restricting Provider Entity acting within the lawful scope of practice from advising or advocating on behalf of Members who are patients of such Provider Entity, for the following:

- (a) For Members' health status, medical care, or treatment options including any alternative treatment that may be self-administered, that is Medically Necessary even if such care or treatment is not covered under this Agreement or is subject to co-payment;
- (b) Any information Members need in order to decide among relevant treatment options;
- (c) The risks, benefits, and consequences of treatment or non-treatment; and
- (d) Members' right to participate in decisions regarding their health care, including the right to refuse treatment, and to express preferences about future treatment decisions.

2.11 Insurance.

2.11.1 Provider Insurance. Provider Entity and Health Plan, at each Party's sole cost and expense, shall procure and maintain such policies of general liability, professional liability, or a program of self insurance as shall be necessary to insure it and its practitioners, employees, contractors, agents, shareholders, directors, and officers against any claim or claims for damages arising by reason of personal injuries or death occasioned directly or indirectly in connection with the performance of or failure to perform any services required and provided by each Party hereunder. Provider Entity agrees that practitioners who are members of Provider Entity's staff shall be entitled to coverage under Provider entity's program of self insurance. Provider Entity shall provide Health Plan evidence of the self insurance certificate upon request and shall give Health Plan not less than fifteen (15) days' advance written notice of any cancellation, reduction, or other material change in the amount or scope of such coverage.

2.12 Professional Requirements.

Throughout the term of this Agreement, Provider Entity represents and warrants that either Provider Entity or Providers providing services for Provider Entity shall comply with all of the following:

- (a) Maintain an unrestricted current license to practice medicine or osteopathy in the state of Oregon and have in effect at all times all licenses required by law for the practice of Provider's profession;
- (b) Maintain credentialing according to Health Plan credentialing standards either by Health Plan or Health Plan's agent;

- (c) Obtain and maintain staff privileges at the hospital primarily used by Health Plan Providers, assuming privileges are available and appropriate to that class of provider;
- (d) Notify Health Plan promptly concerning any denial, modification, reduction, restriction, suspension, or termination (either voluntary or involuntary) of Provider Entity's privileges at the hospital primarily used by Health Plan Providers or any other hospital; and
- (e) Notify Health Plan promptly of any (i) modification, restriction, suspension, or revocation of Provider Entity's license; (ii) modification, restriction, suspension, or revocation of Provider Entity's authorization to prescribe or to administer controlled substances; (iii) imposition of sanctions against Provider Entity under Medicaid, Medicare, or any other governmental program; or (iv) other professional disciplinary action or criminal or professional liability ("malpractice") action of any kind against Provider Entity, which is either initiated, in progress, or completed as of the Commencement Date of this Agreement and at all times during the term of this Agreement.

2.13 License.

Provider Entity affirms that each Provider through whom services will be provided under this Agreement is licensed in good standing to provide Covered Services. Provider Entity agrees and warrants that licensure will be maintained always during the period of this Agreement.

2.14 Credentialing.

Provider Entity agrees to comply with credentialing requirements of Health Plan. Provider Entity shall not provide Covered Services to Members until Provider's individual eligibility, or if Provider is a Provider Entity, the eligibility of each individual Provider shareholder, partner, independent contractor and/or employee who is to provide services hereunder, is determined by the extent to which each such Provider meets defined requirements for education, licensure, professional standing, service availability, and accessibility, as well as for conformity to Health Plan's utilization and quality management requirements. Provider Entity shall cooperate and obtain waivers from appropriate persons or entities to the extent any credentialing files and other information is subject to privilege.

2.15 Provider Information.

Prior to providing covered services pursuant to the terms of this Agreement, Provider Entity shall have submitted a completed Oregon State Credentialing Application for each of its licensed Providers. No Provider shall provide services to Member(s) until Health Plan credentialing is complete and notification of credentialing satisfaction has been received from Health Plan by Provider Entity.

Provider Entity hereby warrants and represents to the best of its knowledge, that the information contained in the Oregon State Credentialing Application is correct and that Provider Entity shall promptly notify Health Plan of any change in such information. Provider Entity hereby authorizes any and all hospitals to which Provider entity maintains staff privileges and to notify Health Plan promptly following the initiation of any disciplinary or other action of any kind that could result in any denial, modification, reduction, restriction, suspension, or termination (either voluntary or involuntary) of Provider Entity's collective or individual Provider privileges; provided however, that any such hospital shall not notify Health Plan of any temporary disciplinary action (i.e., of fewer than ten (10) days duration) taken or threatened to be taken due to Provider's failure to complete medical records on a timely basis.

2.16 Coordination of Benefits.

Provider Entity agrees (a) to cooperate in providing for effective implementation of the provisions of all Health Benefit Plans and Health Plan policies relating to coordination of benefits and (b) to agree to comply with coordination of benefits policies described in the Health Plan Provider Manual.

2.17 Third Party Resources.

Provider Entity agrees that the procedures used for Coordination of Benefits shall be in conformity with the applicable provision of Covered Services and the terms of this Agreement.

2.18 Health Plan Provider Directory.

Provider Entity hereby authorizes Health Plan to list Provider Entity's name, specialty, address, and telephone number in Health Plan's provider directory, whether on-line or in print, and in any Health Plan marketing materials to help promote Health Plan or Health Benefit Plans to potential Members.

2.19 Provider Entities.

Provider Entity shall provide services under this Agreement solely through those individual providers, physician shareholders, partners, independent contractors, and/or employees.

2.20 Confidentiality.

During and after the term of this Agreement, Provider Entity shall, keep confidential any financial, operating, proprietary, or business information relating to Health Plan that is not otherwise public information or reasonably identified as confidential, including but not limited to, the terms of this Agreement. The obligations of this Section 2.20 shall survive the termination of this Agreement.

2.21 Non-Solicitation.

Throughout the term of this Agreement and for a period of one (1) year thereafter, Provider Entity shall not directly or indirectly engage in the Solicitation, as defined below, of any Member or employer of such Member without Health Plan's prior written consent. For the purposes of this Section 2.21, "Solicitation" shall mean any oral or written statement that is slanderous, defamatory, or intentionally inaccurate, regarding Health Plan that may be reasonably interpreted to be intended to persuade any Member or employer of such Member to disenroll from a Health Benefit Plan or to encourage any Member or employer of such Member to receive health care from Provider Entity other than pursuant to this Agreement. Nothing in this section is intended to interfere with Provider Entity's ability to communicate with a Member about the Member's medical condition, proposed treatment, or treatment alternatives whether covered by Health Benefit Plan or not and is consistent with state or federal laws. In addition to any other remedy available at law or in equity, Provider Entity's breach of this Section 2.21 shall be grounds for termination, pursuant to Section 4.4 (Termination for Cause with Notice) of this Agreement, from participation in Health Plan's panel of Health Plan Providers and from participation in providing Covered Services to Members in accordance with the terms and conditions of this Agreement. The obligations of this Section 2.21 shall survive the termination of this Agreement.

2.22 Eligibility Verification.

Provider Entity will use best efforts to verify the enrollment and assignment of a Member prior to the provision of Covered Services and acknowledge that failure to verify eligibility may result in denial of reimbursement. Health Plan will use best efforts to provide such enrollment verification information, and Health Plan acknowledges that its eligibility verification policies will be consistent with state and/or federal legal requirements.

2.23 Appointment Availability.

Provider Entity agrees to use best efforts based on scheduling availability to provide appointment availability to each Member as follows:

Emergency Services – immediately directed to 9-1-1

Urgent Care Services – 48 hours or refer patient to primary care provider or contracted Urgent Care

Well care services – within four (4) weeks

2.24 [RESERVED]

2.25 Emergency Room Referrals.

Subject to Section 2.5 (Referrals) of this Agreement, Provider Entity shall (a) not refer or direct Members to hospital emergency rooms for non-Emergency Medical Conditions and (b) make a concerted effort to educate and instruct Members in

the proper utilization of Provider Entity's office in lieu of the hospital emergency room.

2.26 Retention of Records by Provider.

Provider Entity and their subcontractors shall maintain financial, medical and other records in accordance with prevailing standards for Members to whom Provider Entity provides services pursuant to the terms and conditions of this Agreement.

2.26.1 Medical Records. Medical Records, including deceased patients' (adults and minors), shall be kept for a minimum of seven (7) years from the patient's last contact with Provider Entity or per state or federal law, whichever is greater.

2.26.2 Accounting Records. Accounting records pertinent to this Agreement shall be maintained pursuant to Generally Accepted Accounting Principles (GAAP) for ten (10) years, or per state or federal law, whichever is greater.

2.27 Confidentiality of Records.

As required under state and federal law and regulation, Provider Entity agrees that information from medical records of Members and information received by Health Plan pertaining to the provider-patient relationship is confidential and will only be shared as necessary under this Agreement to assure appropriate administration of Health Plan, peer review, quality assurance, and to improve the availability and coordination of Covered Services to Members. Provider Entity agrees to adhere to and follow all applicable state and federal privacy standards, including, but not limited to, the requirements under the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and regulations enacted by the Department of Health and Human Services at 45 CFR Parts 142, 160-164. The obligations of this Section 2.26 shall survive the termination of this Agreement.

2.28 Review of Books, Records and Papers.

2.28.1 Provider Entity shall comply with all reasonable requests by Health Plan or its designee for access to Member patient records reasonably necessary for the performance of Provider Entity's or Health Plan's duties under this Agreement.

2.28.2 Provider Entity acknowledges that subject to all applicable federal and state statutory and regulatory limitations, Health Plan shall have access at reasonable times upon reasonable demand to the books, records, and papers of Provider Entity relating to health care services provided to Members. Such access shall include, but is not limited to, allowing review

by Health Plan's Medical Director and/or his or her designee of a random selection of Provider Entity's office charts relating to Members for purposes of Health Plan's peer review, utilization review, and quality assurance programs.

3.0 HEALTH PLAN RESPONSIBILITIES

3.1 Payment.

3.1.1 Provider Entity Payment. Provider Entity shall be compensated for Covered Services provided by Provider Entity to Members in accordance with Exhibit B, "Oregon Health Plan Compensation," for Covered Services provided to Members. Unless a claim is disputed, Health Plan shall approve for payment Provider Entity's complete, accurate, and timely submitted Clean Claims for Covered Services rendered to a Member, within forty-five days (45) days of receipt of such Clean Claim. All payments shall be made in accordance with Health Plan policies.

3.2 Payment Methodology.

The timing and amount of payment to Provider Entity for Covered Services provided to Members, including Copayments, shall be according to Health Plan's payment methodology as set forth in this Agreement and Exhibits. Health Plan shall render checks by Provider Entity's Tax ID number, box 25 of Health Insurance claim Form #1500. Health Plan shall provide a separate check payment to the Provider Entity's Public Health Division and the Behavioral Health Division, as appropriate.

3.3 Refunds.

Health Plan may initiate refunds to Provider Entity for up to 1 year from the date of payment. Refund statements are generated on a monthly basis, and Health Plan will "Punch Credit" consistent with Section 2.9 (Cooperation with UM and Quality Improvement Activities; Health Plan Committee). In the event that Division of Medical Assistance Programs (DMAP) terms (retro-disenrolls) a member, Health Plan reserves the right to initiate provider refunds for any applicable time period, which may be longer than one year from the date of payment.

3.4 Member Eligibility.

Health Plan shall establish a method of determining Member eligibility and shall provide a policy and procedure for Member eligibility to Provider, which is consistent with applicable laws.

3.5 Subcontracts.

Health Plan may subcontract any or all of the services Health Plan agrees to provide under this Agreement. No subcontract shall terminate or limit Health Plan's legal responsibility for the timely and effective performance of its duties and responsibilities under this Agreement, nor for the quality and standard of care to be provided to Members.

3.6 Marketing.

Health Plan may advertise the participation of Provider Entity with Health Plan in print, voice, and video advertising media. Health Plan may list the name, address, telephone number, and other identifying information of Provider Entity in Health Plan's publications furnished to providers and Members and may identify Provider Entity as a Health Plan Provider in advertising and marketing materials.

4.0 TERM AND TERMINATION.

4.1 Term and Renewal.

The term of this Agreement shall begin on the Commencement Date and shall continue for an initial term of one (1) year. Thereafter, this Agreement shall automatically renew for additional one (1) year periods until terminated in accordance with this Section 4. Termination by Health Plan of a Provider from continued participation with Health Plan shall be in accordance with Sections 4.3 and 4.4 below, and consistent with federal and state legal requirements.

4.2 Termination without Cause.

Either Party may terminate this Agreement at any time upon at least sixty (120) days prior written notice to the other Party.

4.3 Immediate Termination.

Health Plan shall have the right to terminate this Agreement immediately by written notice to Provider Entity upon the occurrence of any of the following events:

- (a) Provider Entity or Provider of Provider Entity's license to provide medical services in the State of Oregon, or authorization to administer controlled substances is terminated, suspended, or restricted in any material way, which would affect the ability of Provider or Provider Entity to furnish Covered Services to Members pursuant to the terms of this Agreement;
- (b) Provider Entity's medical staff privileges at any licensed general acute care hospital is suspended, terminated, or restricted in any material way, which would affect the ability of Provider to provide Covered Services to Members;

- (c) Provider Entity is suspended from participation in OHP Medicaid or Medicare programs.
- (d) Provider Entity's insurance coverage or program of self insurance no longer meets the requirements of this Agreement;
- (e) Provider's death or incapacity. Health Plan shall determine whether Provider is incapacitated for the purposes of this Section 4.3;
- (f) Provider Entity fails to comply with the notification requirements set forth in Section 2.12 (Professional Requirements) of this Agreement;
- (g) Health Plan makes a reasonable and good faith determination that such termination is necessary in order to protect the health or welfare of Members; or
- (h) Provider Entity, (i) ceases to be a professional corporation, medical group partnership, community health center, safety net clinic, non profit medical clinic, behavioral health organization or other physician organization in good standing under the laws of the State of Oregon or (ii) there is a change in the majority ownership or control of Provider Entity; or
- (i) Provider Entity violates the drug-free workplace provisions on Section 6.2.9 (Drug Free Workplace) of this Agreement.

Health Plan shall provide Provider Entity an opportunity to respond to Health Plan's termination decision if the basis for Health Plan's termination decision is based upon mistaken or otherwise erroneous information.

4.4 Termination with Cause upon Notice.

Health Plan may terminate a Provider Entity for cause, including, without limitation, quality of care concerns, from participation in Health Plan's panel of Health Plan Providers and in the provision of Covered Services to Members pursuant to the terms and conditions of this Agreement. For cause shall not include a Provider Entity advocating a decision, policy, or practice solely for reason of such advocacy. In the event of a termination for cause, the following procedures shall apply:

4.4.1 Health Plan shall give Provider Entity no less than thirty (30) days' prior written notice of intent to terminate for cause. The notice shall inform Provider Entity of intent to terminate, the reason for the termination, and Provider's right to request a hearing within thirty (30) days of the notice. The notice shall additionally provide a summary of Provider Entity's rights at a hearing as set forth below.

4.4.2 Termination shall be effective upon the date stated in Health Plan's written notice of termination for cause, unless within thirty (30) days of

mailing of the notice a written request to appeal the termination for cause is received by Health Plan at the following address:

PacificSource Community Solutions
Network Development
P.O. Box 7469
Bend, OR 97708-7469

- 4.4.3 Within fifteen (15) days of a request for appeal, Health Plan will send Provider Entity an acknowledgement letter setting forth the date, time, and location of a hearing on Provider Entity's appeal. The date of the hearing shall be no fewer than thirty (30) days from the date of the acknowledgment letter. If Provider Entity wishes to change the date of hearing, Provider Entity must contact Health Plan and make arrangements for a mutually agreeable substitute date within five (5) business days of Health Plan's acknowledgment letter.

At least thirty (30) days prior to a hearing, Health Plan will provide Provider Entity with:

- (a) the names of the members of the hearing panel;
 - (c) an explanation of the basis for the termination;
 - (d) the names of the witnesses who will testify on the Health Plan's behalf; and
 - (e) copies of any documents to be relied upon by the Health Plan.
- 4.4.4 At least fourteen (14) days prior to the hearing, Provider Entity must submit to the Health Plan:
- (a) any additional documents which Provider Entity wishes to rely on at the hearing not previously identified by the Health Plan; and
 - (b) a list of witnesses whom Provider Entity intends to call at the hearing.
- 4.4.5 The hearing shall be held before a panel of three physicians, one of whom may be Health Plan's Medical Director. No panel member shall be an individual who is in direct economic competition with Provider Entity or a current or former partner or member of Provider Entity. The panel shall appoint one of its members as chair. The panel chair shall have power to determine relevancy of evidence and to make necessary rulings on hearing procedure. The panel shall decide the appeal by majority vote. Neither Health Plan nor Provider Entity shall have ex parte contact with any panel member regarding the subject matter of the hearing.

- 4.4.6 Hearings shall normally be limited to four (4) hours unless at least twenty-one (21) days prior to hearing the Health Plan or Provider Entity request a longer time and the panel chair finds that there is good cause for scheduling an extended hearing. The panel chair may at the conclusion of the time scheduled for hearing for good cause extend the time allowed if the panel chair believes that additional time not reasonably anticipated by the Parties is needed.

At the hearing, Provider Entity shall have the right:

- (a) to representation by an attorney or other person of Provider Entity's choice;
 - (b) to have a court reporter make a record of the proceedings, a copy of which may be obtained by Provider Entity upon payment of any reasonable charges associated with preparation;
 - (c) to call, examine, and cross-examine witnesses;
 - (d) to present documentary and other evidence deemed relevant by the panel chair regardless of admissibility in a court of law; and
 - (e) to submit a written statement at the close of the hearing.
- 4.4.7 The panel shall provide written notice of its decision and the basis for its decision within fifteen (15) days of the closure of the hearing unless the panel determines that additional time or evidence is necessary to provide a decision.
- 4.4.8 A termination for cause shall be held in abeyance pending a decision on an appeal unless the Medical Director determines that the health and safety of Members would be jeopardized by continued participation, in which case the Provider Entity may be immediately suspended but will be reinstated in the event the Provider Entity prevails on appeal.

4.5 Rights and Obligations upon Termination.

- 4.5.1 Continuation of Obligations. Upon termination, all rights and obligations of the Parties under this Agreement shall immediately cease, except those rights and obligations that are provided in Section 2.11 (Insurance), Section 2.20 (Confidentiality), Section 4.5 (Rights and Obligations Upon Termination), Section 5.3 (Regulatory Compliance), Section 6.4 (Access to Records), Section 6.3 (Accountability), Section 6.7 (OHP Confidentiality Requirements), Section 6.8 (Member Hold Harmless), Section 6.13 (Regulatory Compliance), and Section 7.12 (Waiver of Breach) of this Agreement, or as otherwise provided in this Agreement; provided, however, that termination of this Agreement shall not relieve either Party of any obligation to the other Party in accordance with the

terms of this Agreement, and with respect to services furnished prior to such termination, that termination of this Agreement shall not relieve Provider Entity's obligation to cooperate with Health Plan in arranging for the transfer of care of Members then receiving treatment from Provider Entity.

4.5.2 Continuation of Services. If required by a Health Benefit Plan, and unless Health Plan makes provision for the assumption of such services by another provider, following termination of this Agreement, Provider Entity shall continue to furnish, and Health Plan shall continue to pay for, in accordance with the terms of this Agreement, Covered Services rendered to Members under the care of Provider Entity at the time of termination until the services being rendered are completed. Health Plan shall use its best efforts to arrange for any Members under the care of Provider Entity at the time of termination of the Agreement to be transferred to another Health Plan Provider at the earliest possible date. In the event of termination of this Agreement, Provider Entity shall cooperate with and not interfere in the transfer of Members under the care of Provider Entity at the time of termination until the services being rendered are completed.

4.5.3 Access to Records upon Termination. Notwithstanding any termination of this Agreement, Provider Entity shall continue to provide Health Plan access to Provider Entity's records, in accordance with Section 2.29 (Review of Books, Records, Papers of Provider), Section 6.13 (Regulatory Compliance), and Section 6.4 (Access to Records) of this Agreement, for at least seven (7) years from the date on which Provider Entity provided the Covered Services referred to in such records or for such longer period as required by law; provided, however, that for financial records, such period shall be ten (10) years.

5.0 [RESERVED]

6.0 OREGON HEALTH PLAN PROVISIONS

6.1 **Fraud and Abuse.**

6.1.1 Compliance with Fraud and Abuse Policies. Provider Entity shall comply with Health Plan's fraud and abuse policies and procedures and cooperate with all processes and procedures of fraud and abuse investigations, reporting requirements, and related activities by Health Plan, DHS, or the Department of Justice Medicaid Fraud Control Unit ("MFCU"). Provider Entity shall warrant that all claims submissions and/or information provided to Health Plan are true, accurate, and complete. The payment of the claims by the Health Plans will be from Federal and State funds, and therefore any falsification, or concealment of material fact by Provider

Entity when submitting claims may be prosecuted under federal and state laws.

6.1.2 Referral of Suspected Fraud and Abuse. Health Plan is required to, and shall, promptly refer, without notice to Provider Entity, all suspected cases of fraud and abuse to the MFCU or to the DHS Audit Unit.

6.1.3 Cooperation. Provider Entity shall permit the MFCU or DHS, or both, to inspect, evaluate, or audit books, records, documents, files, accounts, and facilities maintained by or on behalf of Provider Entity, as required to investigate an incident of fraud and abuse. Provider Entity shall cooperate with the MFCU and DHS investigator during any investigation of fraud or abuse.

6.2 Compliance with Laws.

6.2.1 Compliance with State Laws. Notwithstanding any other provision of this Agreement, Provider Entity shall comply with all applicable state and local laws, regulations, and DHS instructions, as they may be adopted or amended from time to time, including, but not limited to, those applicable to the Oregon Health Plan, ORS Chapter 659A.142; all other applicable requirements of State civil rights and rehabilitation statutes, rules, and regulations; DHS rules pertaining to the provision of prepaid capitated health care and services, OAR Chapter 410, Division 141; and all other DHS Rules in OAR Chapter 410. These laws, rules, and regulations, are incorporated by reference herein to the extent that they are applicable to this Agreement and required by law to be so incorporated.

6.2.2 Compliance with Federal Laws. Provider Entity shall comply with all federal laws, regulations, and executive orders applicable to this Agreement or the provision of services under this Agreement. Without limiting the generality of the foregoing, Provider Entity shall expressly agree to comply with the following laws, regulations, and executive orders to the extent they are applicable to this Contract: (a) Title VI and VII of the Civil Rights Act of 1964, (b) 45 CFR Part 84 which implements Title V, Sections 503 and 504 of the Rehabilitation Act of 1973, (c) the Americans with Disabilities Act of 1990, (d) Executive Order 11246, (e) the Health Insurance Portability and Accountability Act of 1996, (f) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, (g) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, (h) Title IX of the Education Amendments of 1972 (regarding education programs and activities) (i) all regulations and administrative rules established pursuant to the foregoing laws, (j) all other applicable requirements of federal civil rights and rehabilitation statutes, rules, and regulations, (j) all federal law governing operation of

Community Mental Health Programs, including without limitation, all federal laws requiring reporting of client abuse. These laws, regulations, and executive orders are incorporated by reference herein to the extent that they are applicable to this Agreement and required by law to be so incorporated. No federal funds may be used to provide services in violation of 42 USC 14402.

- 6.2.3 Exclusion from Federal Programs. Provider Entity shall not be, and shall not permit, any person or entity to provide Covered Services under this Agreement who is, listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal Procurement or Nonprocurement Programs" in accordance with Executive Orders No. 12,549 and No. 12,689, "Debarment and Suspension" (See 45 CFR Part 76). This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory authority other than Executive Order No. 12549. Providers with awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award.
- 6.2.4 Equal Employment Opportunity. If this Agreement, including amendments, is for more than \$10,000, then Provider Entity will comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60).
- 6.2.5 Energy Efficiency. Provider Entity shall comply with applicable mandatory standards and policies relating to energy efficiency that are contained in the Oregon energy conservation plan issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. 6201 et seq. (Pub. L. 94-163).
- 6.2.6 Resource Conservation and Recovery. Provider Entity shall comply with all mandatory standards and policies that relate to resource conservation and recovery pursuant to the Resource Conservation and Recovery Act (codified at 42 USC 6901 et. seq.). Section 6002 of that Act (codified at 42 USC 6962) requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by the Environmental Protection Agency. Current guidelines are set forth in 40 CFR Parts 247.
- 6.2.7 Use of Recycled Products. Provider Entity shall, to the maximum extent economically feasible in the performance of this Agreement, use recycled paper (as defined in ORS 279A.010(1)(ee)), recycled PETE products (as

defined in ORS 279A.010(1)(ff)), and other recycled products (as "recycled product" is defined in ORS 279A.010(1)(gg)).

6.2.8 Truth in Lobbying. Provider Entity shall certify, that to the best of Provider Entity's knowledge and belief as follows:

- (a) No federal appropriated funds have been paid or will be paid, by or on behalf of Provider Entity, to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (b) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan or cooperative agreement, Provider Entity shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

6.2.9 Drug-Free Workplace. Provider Entity shall comply with the following provisions to maintain a drug-free workplace:

- (a) Certify that it will provide a drug-free workplace by publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, except as may be present in lawfully prescribed or over-the-counter medications, is prohibited in the workplace or while providing services to Members. Such notice shall specify the actions that will be taken by Provider Entity, as the case may be, against its employees for violation of such prohibitions;
- (b) Establish a drug-free awareness program to inform its employees about the dangers of drug abuse in the workplace, its policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations;
- (c) Provide each employee to be engaged in the performance of services under this Agreement a copy of the statement mentioned in Section 6.2.9(a);

- (d) Notify each employee in the statement required by Section 6.2.9(a) that, as a condition of employment to provide services under this Agreement, the employee will abide by the terms of the statement and notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- (e) Notify DHS within ten (10) days after receiving notice under Section 6.2.9(d) from an employee or otherwise receiving actual notice of such conviction;
- (f) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted as required by Section 5154 of the Drug-Free Workplace Act of 1988;
- (g) Make a good-faith effort to continue a drug-free workplace through implementation of Sections 6.2.9(a) through 6.2.9(f);
- (h) Neither Provider Entity, nor any of Provider Entity's employees, officers, agents, or subcontractors, may provide any service required under this contract while under the influence of drugs. For purposes of this provision, "under the influence" means: observed abnormal behavior or impairments in mental or physical performance leading a reasonable person to believe that such person has used a controlled substance, prescription or non-prescription medication that impairs such person's performance of essential job function or creates a direct threat to Members or others. Examples of abnormal behavior include, but are not limited to, hallucinations, paranoia, or violent outbursts. Examples of impairments in physical or mental performance include, but are not limited to, slurred speech, difficulty walking, or performing job activities;
- (i) Violation of any provision of this Section 6.2.9 may result in termination of this Agreement or termination of Provider Entity from Health Plan's panel.

6.2.10 Pro-Children Act. Provider Entity shall comply with the Pro-Children Act of 1994 (codified at 20 USC Section 6081 et. seq.).

6.3 Accountability.

Provider Entity acknowledges that Health Plan oversees and is ultimately accountable to DHS for the timely and effective performance of Health Plan's duties and responsibilities under Health Plan's contract with the State of Oregon, acting by and through DHS, Division of Medical Assistance Program. The obligations of this Section 6.3 shall survive the termination of this Agreement.

6.4 Access to Records.

6.4.1 Entity Access. Provider Entity shall provide timely and unrestricted right of access to its facilities and to its books, documents, papers, plans, writings, financial and clinical records and all accompanying billing records that are directly pertinent to this Agreement in order to make audits, examinations, excerpts, transcripts and copies of such documents to the following:

- (a) DMAP;
- (b) The Oregon Department of Human Services (DHS);
- (c) The U. S. Centers for Medicare and Medicaid Services;
- (d) The Comptroller General of the United States;
- (e) The Oregon Secretary of State;
- (f) The Oregon Department of Justice Medicaid Fraud Control Unit; and
- (g) All their duly authorized representatives.

6.4.2 Records Access. Provider Entity shall make records available for the purposes of research, data collections, evaluations, monitoring, auditing activities, examination, excerpts, and transcriptions. Provider Entity shall, upon request and without charge, provide a suitable work area and copying capabilities to facilitate such a review or audit. This right also includes timely and reasonable access to Provider Entity's personnel for the purpose of interview and discussion related to such documents. The rights of access in this subsection are not limited to the required retention period, but shall last as long as the records are retained.

6.4.3 Member Access. Provider Entity shall upon request, provide Members access to their own clinical records, allow for the record to be amended or corrected and provide copies within ten (10) working days of the request, except as may be otherwise provided in ORS 179.505(9). Provider Entity may charge Members for reasonable duplication costs.

6.4.4 Survival. The obligations of this Section 6.4 shall survive the termination of this Agreement.

6.5 Record Keeping.

6.5.1 Clinical Records Retention. Provider Entity shall maintain a medical record keeping system adequate to fully disclose and document the medical condition of the Member. Clinical records shall be retained for seven (7) years after the date of services for which claims are made. If an

audit, litigation, research, and evaluation, or other action involving the records is started before the end of the seven-year period, the clinical records must be retained until all issues arising out of the action are resolved.

- 6.5.2 Financial Records. Provider Entity shall maintain sound financial management and generate periodic financial reports and make them available to DMAP. Financial records, supporting documents, statistical records, and all other records pertinent to this Agreement shall be retained by Provider Entity for a period of three (3) years from the date of submission of the final claims for payment. If any litigation, claim, financial management review or audit is started before the expiration of the three-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved and final action taken.
- 6.5.3 HIPAA Security, Data Transactions Systems and Privacy Compliance. Provider Entity shall develop and implement such policies and procedures for maintaining the privacy and security of records and authorizing the use and disclosure of records required to comply with this Agreement and with HIPAA, including, but not limited to, the following:
- (a) Provider Entity shall comply with the HIPAA standards for electronic transactions published in 45 CFR Part 162 and the DHS EDI Rules, OAR 410-001-000 through 410-001-0200.
 - (b) Provider Entity, their agents, employees, and subcontractors shall ensure that Individually Identifiable Health Information of Members is protected from unauthorized use or disclosure consistent with the requirements of the HIPAA Privacy Rules in 45 CFR Parts 160 and 164 and as defined in Exhibit D, Section 13, Access to Records and Facilities, Subsections a. and b.
 - (c) Provider Entity shall adopt and employ reasonable administrative and physical safeguards consistent with the Security Rules in 45 CFR Part 164 to ensure that Member Information (defined below) shall be used by or disclosed only to the extent necessary for the permitted use or disclosure and consistent with applicable State and federal laws and the terms and conditions of this Agreement. Member Information includes all information in any format about a Member obtained by Provider Entity or their officers, employees, subcontractors, or agents in the performance of this Agreement, including information obtained in the course of providing services. Security incidents involving Member Information must be immediately reported to DHS' Privacy Officer.

- (d) Provider Entity shall have a unique provider identification number in accordance with 42 USC 1320d-2(b).

6.6 External Quality Review and Improvement.

Provider Entity shall cooperate with the External Quality Review Organization (EQRO) contracted with by DMAP or the Centers for Medicare and Medicaid to implement and arrange for an External Quality Review (EQR) of the services provided by Health Plan, including the services provided by Provider Entity pursuant to the terms of this Agreement, as set forth in 42 CFR 438.204 (d) and 42 CFR 438.310-438.370. Provider Entity shall provide whatever records and information is requested by the EQRO for purposes of the EQR. If the EQRO identifies an adverse health situation, Provider Entity shall cooperate with Health Plan and the EQRO to implement any necessary changes to assure that necessary care is provided, and report on the results to DMAP and the EQRO.

6.7 OHP Confidentiality Requirements.

Provider Entity shall maintain all Member information and records, whether hard copy or computerized, as confidential, in accordance with OAR 410-141-0180, Oregon Health Plan Prepaid Health Plan Record Keeping, and in accordance with the following:

- (a) For the protection of Members and consistent with the requirements of 42 CFR Part 431, Subpart F and ORS 411.320, Provider Entity shall not disclose or use the contents of any records, files, papers, or communications for purposes other than those directly connected with the administration of this Agreement, except with the written consent or authorization of the Member, his or her attorney, representative, or except as permitted by ORS 179.505 or by 2007 Senate Bill 163 and the DHS rules thereunder.
- (b) To the extent that information about Members includes confidential protected health information or records about alcohol and drug abuse treatment, mental health treatment, HIV/AIDS, and/or genetics, Provider Entity shall comply with the specific confidentiality requirements applicable to such information or records under federal and state law.
- (c) Provider Entity shall ensure that confidential records are secure from unauthorized disclosure. Electronic storage and transmission of confidential Member information and records shall assure accuracy, backup for retention, and safeguards against tampering, backdating, or alteration.

The obligations of this Section 6.7 shall survive termination of this Agreement.

6.8 Member Hold Harmless.

Notwithstanding any other provision of this Agreement, Provider Entity shall agree that never, under any circumstances, including, but not limited to, non-payment by Health Plan, insolvency of Health Plan, or the breach, expiration or termination of this Agreement, will Provider Entity bill, charge, collect a deposit

from, seek compensation, remuneration or reimbursement from, or have any recourse against DHS, Members, or persons acting on Members' behalf, for Covered Services and shall regard payment by Health Plan as payment in full for all benefits covered by this Agreement, with the exception of Copayments specifically authorized in a Member's Health Benefit Plan. The obligations of this Section 6.8 shall survive the termination of this Agreement regardless of the cause giving rise to termination, shall be construed to be for the benefit of the Members, and shall supersede any oral or written contrary agreement now existing or hereafter entered into between Provider Entity and Members or persons acting on their behalf.

6.9 Member Rights.

Provider Entity shall comply with any applicable federal and state laws that pertain to Member rights and shall take those rights into account when furnishing services to Members. Provider Entity shall (a) acknowledge that each Member is free to exercise his or her rights, and that the exercise of those rights shall not adversely affect the way Provider Entity treats Members and (b) advise Members about the health status of such Members, or any service, treatment, or test that is Medically Necessary but is not a Covered Service or is subject to Copayments, if acting within the lawful scope of practice and an ordinarily careful practitioner in the same or similar community would do so under the same or similar circumstances. Provider Entity shall cooperate with the DHS ombudsman and DHS's hearing representatives in all of DHS's activities related to Member complaints, appeals, and administrative hearings.

6.10 Provider Cooperation.

Provider Entity shall cooperate with all processes and procedures of child, elder, nursing home, developmentally disabled or mentally ill abuse reporting, investigations, and protective services.

6.11 Continuation of Services.

In the event of insolvency or cessation of operations of Health Plan, Provider Entity shall continue to provide Covered Services to Members for the period in which Health Plan continues to receive compensation for administering services under the Oregon Health Plan.

6.12 Federal Funds/Non-Discrimination.

Payments from Health Plan to Provider Entity pursuant to this Agreement related to providing Covered Services to Members are made in whole or in part from federal funds. Accordingly, Health Plan and Provider Entity are subject to laws applicable to individuals and entities receiving federal funds, including but not limited to, Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975, and the Americans with Disabilities Act. Provider shall comply with any and all such applicable laws, rules, and regulations.

6.13 Regulatory Compliance.

Provider Entity shall maintain and provide to Health Plan, and/or the Oregon Department of Consumer and Business Services, DHS, or their designees all necessary records and information that may be required for compliance with applicable state law, including, without limitation, the Oregon Insurance Laws and the regulations promulgated thereunder, and to the Centers for Medicare and Medicaid, Department of Health and Human Services, the Comptroller General, or their designees as may be required for compliance with applicable federal law including, with limitation, 42 U.S.C. 300e, et seq., Section 1876 of the Social Security Act, as amended, and 42 CFR Part 417. The obligations of this Section 6.13 shall survive termination of this Agreement.

6.14 Conflict of Interest Safeguards.

Provider Entity shall have in effect safeguards, including but not limited to policies and procedures against conflict of interest with any DHS employees or other agents of the State of Oregon who have responsibility for matters relating to Health Plan's contract with the State of Oregon for implementing and administering services under the Oregon Health Plan. These safeguards must be at least as effective as the safeguards specified in Section 27 of the Office of Federal Procurement Policy Act (41 U.S.C. 423) and must include safeguards to avoid conflicts that could be prohibited under 18 U.S.C. 207 or 208 if the DHS employee or agent was an officer or employee of the United States Government.

6.15 Incorporation of Provisions.

To the extent that any provision of Health Plan's contract with the State of Oregon to implement and administer services under the Oregon Health Plan applies to Provider Entity with respect to the services contemplated hereunder, such provision shall be incorporated by this reference into this Agreement and shall apply equally to Provider Entity.

7.0 GENERAL PROVISIONS.

7.1 Independent Contractor.

Provider Entity understands and agrees that, in providing services under this Agreement, Provider Entity acts as an independent contractor and not as a partner, employee, or agent of Health Plan, and that Provider Entity shall be solely responsible for all tax withholding, Social Security, Worker's Compensation Insurance, and other obligations with respect to Provider Entity's employees. Provider Entity understands and agrees that, in providing Covered Services pursuant to the terms and conditions in this Agreement, Provider Entity acts as an independent contractor and not as partners, employees, or agent of Health Plan, and that Provider Entity shall be solely responsible for all tax withholding, Social Security, Worker's Compensation Insurance, and other obligations with respect to Provider Entity's employees.

7.2 Liability for Obligations.

Notwithstanding any other section or provision of this Agreement, nothing contained herein shall cause either Party to be liable or responsible for any debt, liability, or obligation of the other Party or any third party, unless such liability or responsibility is expressly assumed by the party sought to be charged therewith.

7.3 Provider Record Confidentiality.

Except as otherwise required by applicable law or this Agreement, (a) Health Plan and Provider Entity shall keep confidential and shall take the necessary precautions to prevent the unauthorized disclosure of any and all records required to be prepared or maintained by Provider Entity under this Agreement and (b) Provider Entity shall keep confidential and take the necessary precautions to prevent the unauthorized disclosure of any and all records required to be prepared or maintained by Provider Entity pursuant to the terms of this Agreement

7.4 Non-Exclusivity.

Nothing in this Agreement shall be construed to restrict Provider Entity from providing, or entering into other contracts or agreements to provide, health care services outside of this Agreement, provided that (a) such activities do not hinder or conflict with Provider Entity's ability to perform their duties and obligations under this Agreement; (b) in rendering such services, Provider Entity shall neither represent nor imply in any way to the recipient that such services are being rendered by or on behalf of Health Plan; and (c) any professional services rendered by Provider Entity outside the scope of this Agreement shall not be billed by, to, or through Health Plan. Provider Entity, as a matter of policy and general professional ethics, shall avoid business and financial arrangements that may influence Provider Entity's judgment in the care of patients and/or significantly compromise Provider Entity's relationship with Health Plan. Additionally, if a Provider Entity serves as a director, officer, or committee member of Health Plan, such Provider Entity shall disclose to Health Plan, at the earliest practical time, any financial, business, personal, or competitive interest that is reasonably likely to affect his or her judgment or actions as a director, officer, or committee member of Health Plan.

7.5 No Third Party Beneficiaries.

Neither Members nor any other third parties are intended by the parties to this Agreement to be third party beneficiaries under this Agreement, and no action may be brought to enforce the terms of this Agreement against either party by any person who is not a party to this Agreement.

7.6 Indemnification.

At all times during the term of this Agreement, Provider Entity shall indemnify, defend, and hold Health Plan and Health Plan's employees and agents harmless from and against any and all claims, damages, causes of action, costs, or

expenses, including reasonable attorneys' fees, to the extent proximately caused by the gross negligence or willful misconduct of Provider Entity or any employee or agent of Provider Entity arising out of this Agreement; provided, however, that Provider Entity shall not be liable to Health Plan hereunder for any claim covered by Health Plan's insurance, except to the extent that the liability of Health Plan exceeds the amount of such insurance coverage. At all times during the term of this Agreement, Health Plan shall indemnify, defend, and hold Provider Entity and Provider Entity's employees and agents harmless from and against any and all claims, damages, causes of action, costs or expenses, including reasonable attorneys' fees, to the extent proximately caused by the gross negligence or willful misconduct of Health Plan or any Health Plan employee or agent arising from this Agreement; provided, however, that Health Plan shall not be liable to Provider Entity hereunder for any claim covered Provider Entity's insurance, except to the extent that the liability of Provider Entity exceeds the amount of such insurance coverage. Notwithstanding the foregoing, this Section 7.6 shall be null and void to the extent that it is interpreted to reduce insurance coverage to which either party is otherwise entitled, by way of any exclusion for contractually assumed liability or otherwise.

7.7 Assignment.

Neither Party may assign or transfer its rights or obligations under this Agreement without the prior written consent of the other; provided, however, that Health Plan may assign this Agreement, upon thirty (30) days prior written notice, to any entity that controls, is controlled by, or that is under common control with Health Plan now or in the future, or which succeeds to its business through a sale, merger, or other corporate transaction without the prior consent of Provider Entity. Any purported assignment or transfer in violation of this section shall be null and void.

7.8 Amendments.

Any amendment to this Agreement or Exhibits necessary for compliance with state or federal law or regulation shall become effective upon notice from Health Plan to Provider entity. All other amendments to this Agreement or its Exhibits shall be signed by both parties and fully executed before the Amendment shall take effect.

7.9 Headings.

The headings of the various sections of this Agreement are merely for convenience and do not, expressly or by implication, limit, define, or extend the terms of the sections to which they apply.

7.10 Notices.

Any notice required to be given pursuant to the terms of this Agreement shall be in writing and shall be either hand delivered, sent via facsimile, sent via overnight

mail (such as Federal Express), or sent postage prepaid, by certified mail, return receipt requested, to Health Plan or Provider Entity at the address set forth on the signature page of this Agreement. Such address may be changed by giving notice of such change in the manner provided in this Section 7.10 for giving of such notice. The notice shall be effective on the date of delivery if delivered by hand or sent via facsimile, the date of delivery as indicated on the receipt if sent via overnight mail, or the earlier of the date indicated on the return receipt or four (4) business days after mailing if sent by certified mail.

7.11 Severability.

Subject to 7.12 (Effect of Severable Provision) below, the invalidity or unenforceability of any term or provision of this Agreement shall not affect the validity or enforceability of any other term(s) or provision(s).

7.12 Effect of Severable Provision.

In the event that a provision of this Agreement is rendered invalid or unenforceable as provided in Section 7.11 (Severability) of this Agreement and its removal has the effect of materially altering (a) the obligations of Health Plan in such manner as, in the sole judgment of Health Plan, will cause Health Plan to act in violation of its Articles of Incorporation or Bylaws or (b) the obligations of either Health Plan or Provider Entity in such manner as, in the sole judgment of the affected party, will cause serious financial hardship to such party, the party so affected shall have the right to terminate this Agreement upon thirty (30) days prior written notice to the other party. In the event of termination pursuant to this Section 7.12, the provisions of Section 4 (Term and Termination) shall govern such termination.

7.13 Waiver of Breach.

The waiver of any breach of this Agreement by either Party shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or any other provision of this Agreement.

7.14 Modification of Health Benefit Plan.

Health Plan may change, revise, modify, or alter the form or content of any Health Benefit Plan or Member written materials without prior approval or notice to Provider Entity.

7.15 Governing Law.

This Agreement shall be construed and enforced in accordance with the laws of Oregon.

7.16 Entire Agreement.

This Agreement and any and all amendments, exhibits, attachments, schedules, and addenda in addition to the Health Plan's Policies and procedures contained in the Health Plan Provider Manual contain the entire Agreement of the parties.



PACIFICSOURCE COMMUNITY SOLUTIONS, INC.
PROVIDER SERVICES AGREEMENT

IN WITNESS WHEREOF, the Parties hereto have entered into this Agreement as of the date first set forth above.

HEALTH PLAN:

PacificSource Community Solutions, Inc

Signature: _____

Name: _____

Title: _____

Date: _____

Address:

PacificSource Community Solutions, Inc.

P.O. Box 7469

Bend, OR 97708

Attn: Provider Network

Fax: (541) 322-6434

PROVIDER ENTITY:

North Central Public Health District

Signature: _____

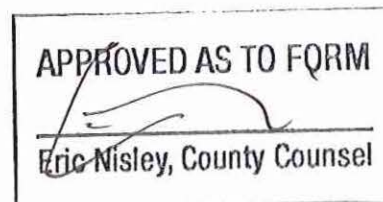
Name: _____

Title: _____

Date: _____

Tax ID No. _____

Address:





PACIFICSOURCE COMMUNITY SOLUTIONS, INC.
PROVIDER SERVICES AGREEMENT

EXHIBITS:

Exhibit A – *[Reserved]*

Exhibit B – Oregon Health Plan Compensation

Exhibit C – Patient Acknowledgement

[RESERVED]

EXHIBIT B
OHP COMPENSATION

Effective Date: August 1, 2012

1.0 COMPENSATION.

Provider will be reimbursed 100% of DMAP allowable for all covered services provided by credentialed providers. Allowed services without a DMAP allowable will be allowed at 60% of billed charges.

Provider will be reimbursed at 100% of current DMAP allowable without retroactivity. Services shall include but not be limited to:

- Immunizations (Children and Adults)
- Diagnosis and treatment of communicable diseases (Children and Adults)
- Diagnosis and treatment of sexually transmitted diseases
- HIV preventive services
- Prenatal care
- EPSDT (well child screening exams)

Although these services do not require a direct referral, they should be documented in the PCM member's medical record when the PCM makes a direct referral or when reported by the specialty care provider or PCM member.

HIV/AIDS, Family Planning and Maternity Case Management shall remain a carve-out with direct billing to DMAP.

Allowed services without a DMAP allowable will be reimbursed at 60% of billed charges.

ACKNOWLEDGMENT OF DISCLOSURE AND ACCEPTANCE OF
PATIENT FINANCIAL RESPONSIBILITY

Name of Patient _____

The Patient or the Patient's legal representative hereby acknowledges that he or she has been informed that the following health care services to be provided to the Patient have not been approved for payment under the Patient's health benefit program. Accordingly the undersigned agrees that the Patient or Patient's legal representative, and not the applicable health benefit program, will bear full financial responsibility for payment of all charges for these services.

Date: _____

Patient or Patient's Legal Representative

Witness: _____

Discussion List Item

VSO Report

- [Activity by Month](#)
- [Volunteer Hours – Monthly Tally](#)

Wasco County Veterans' Services Office
201 Federal Street, The Dalles, OR 97058

ACTIVITY by MONTH - 2012
(September)

Month	Appointments and Walk-Ins	Percent from Washington	Phone Calls (In and Out)	Volunteers Who Served	Total Volunteer Hours
January	224	16.5%	266	19	739
February	252	19.4%	300	19	412
March	285	15.8%	406	19	383
April	230	10.4%	157	20	385
May	247	20.6%	206	19	373
June	203	15.3%	244	20	375
July	206	20.9%	312	24	481
August	288	18%	209	19	400
September	240	10.4%	258	19	402
October					
November					
December					
TOTALS					

- *Volunteer Staff Meeting:* Meets the 2nd Friday of each month at 1:00 p.m. at the VSO.
- *Home Fires Burning:*
 - Focus Group: Meeting scheduled for October 1, 2012, 5:00 p.m. at the VSO.
 - Widows' Support Group: Meets the 2nd Tuesday of each month at 11:00 a.m. at the VSO.
- *We Won't Forget: Little Gray Elephants Campaign:*
 - Elephant Release to Veterans at Cherry Heights Retirement Community rescheduled for October.
- Created 50 packets of Veterans' information to be carried in County patrol cars as a resource for officers coming into contact with Veterans.
- Published and distributed the first issue of the VSO newsletter.
- Folded and began distribution of the *Community Resource Guide* created by the County Commission on Children & Families.

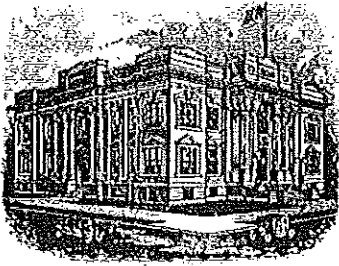
Wasco County Veterans' Services
RECORD OF VOLUNTEER HOURS – 2012

NAME	J A N	F E B	M A R	A P R	M A Y	J U N	J U L	A U G	S E P	O C T	N O V	D E C	Total Individual Hours
ANDERSON, Bobbe	0	0	0	0	0	0	6	0	0	0	0	0	Got a job. 6
BLOCK, Janet	30	14	14	14	18	18	10	10	23				
BLOCK, JJ	0	0	0	6	19	22	28	6	20				
BURRIS, Jim	160	160	120	140	120	120	160	100	80				
CHAPMAN, Dixie	38	36	42	8	0	0	0	0	0	0	0	0	Moved 124
CLARK, Loren	26	14	16	10	16	16	14	12	0				Leave of Absence
COMBS, Patricia	42	24	32	22	30	36	28	42	34				
DAVIS, Victoria	0	0	0	0	0	13	0	0	0				Inactive 13
EGGERS, Karen	0	2	0	0	0	0	0	0	0				
GLANDEN, Linda	0	0	1	0	0	0	0	0	0				
GUSTAFSON, LaVern	9	13	18	20	14	13	16	18	14				
HEATH, Linda	162	20	18	3	0	21	62	42	56				
JEWELL, Marvin	0	0	0	0	0	0	0	0	34				
JONES, Russell	61	0	0	0	0	0	0	0	0	0	0	0	Resigned 61
LAWRENCE, Donna	0	0	2	4	18	8	14	16	16				
LAWRENCE, Stephen	24	14	10	12	18	8	14	16	8				
LEE, Kathy	18	0	0	0	0	0	0	0	0	0	0	0	Inactive 18
MANEY, Catherine	0	4	0	0	6	2	2	2	2				
MARTIN, Kathleen	0	0	0	0	3	0	10	12	10				
MARTIN, Shirley	1	0	0	0	2	0	2	0	0				
MAXWELL, N. Jean	72	75	74	84	76	73	64	72	69				
MAXWELL, Robert	13	3	4	4	6	6	6	5	2				
OTTO, Ruth	16	2	2	4	2	2	3	19	16				
PERKINS, Anne	21	0	4	11	4	1	6	10	4				
POWELL-MORIN, Joyce	0	0	2	2	2	2	3	2	3				
RAMEY, Amanda	18	5	1	3	0	1	4	3	0				
RUNYON, Rod	9	8	11	16	12	0	4	0	0				
SCHATZ, Gwen	0	2	2	4	3	0	0	0	3				
THOMAS, Barbara	14	1	2	2	4	2	2	0	0				
TISSOT, Shannon	0	0	0	0	0	6	4	6	4				
TUTTLE, Beverly	5	4	0	14	0	3	4	0	0				
WHITE, Kathy	0	11	8	2	0	2	15	7	4				
TOTALS HOURS	739	412	383	385	373	375	481	400	402				

Submitted by: Jean Maxwell, VSO Volunteer Coordinator

Discussion List Item
WCCCF Contract

- [Coalition Coordinator Contract](#)



WASCO COUNTY

DEPARTMENT OF YOUTH SERVICES

Juvenile Justice Division
202 East Fifth Street
The Dalles, Oregon 97058-2220
(541) 506-2660
Fax: (541) 506-2661

Molly Rogers
Director

Date: October 16, 2012

To: Wasco County Board of Commissioners
Tyler Stone, Administrator, Wasco County

From: Molly Rogers, Director, Wasco County Youth Services

Re: Contract Presentation

The contract presented to you today for the coordination of services through the Wasco County Commission on Children and Families. The contract is recommended for approval following a vote of the Wasco County Commission on Children and Families, Monday October 8, 2012. Three proposals were received from three entities and the one presented by Child Care Partners through the Columbia Gorge Community Colleges most closely meets the current and pressing needs of the Commission work.

Members of the Executive Committee and the Early Childhood Committee all reviewed the proposals prior to the vote of the Commission, and agreed that Child Care Partners would be successful and completing the scope of work.

I respectfully request approval. I have followed the county procurement policies based on the amount awarded. All documentation is available for review if requested. Later in the agenda there will be a request to transfer funds from the personnel portion of the Commission budget to materials and supplies to accommodate the contract request.

It is our hope to have a fully executed contract by the first of November.

Respectfully submitted,

Molly Rogers, *MJM*



FUNDING AGREEMENT

A. DESCRIPTION

This Agreement is entered into on behalf of Wasco County (designated in this document as "Grantor") and the entity below (designated in this document as "grantee"). Wasco County is represented in the negotiation of this agreement through the Wasco County Commission on Children & Families. The contact person regarding this agreement is the WCCCF Administrator OR Coalition Coordinator.

Grantor Contact: Molly Rogers, Director of Youth Services (541) 506-2667

Grantee: Columbia Gorge Community College
Nancey Patton, Manager, Child Care Partners
400 East Scenic Drive
The Dalles, OR 97058
(541) 506-6000

Title: 2011-2013 Biennium Funding

Total Amount: Not to exceed 24,999.00

Funding Period: November 1, 2012 through June 30, 2013

Amount	Funding Stream	OUTCOME	Approved Program Description
24,999.00	Basic Capacity	<ul style="list-style-type: none"> Creating a report based on the interviews to be presented to the Executive Committee, Early Childhood Committee and full Commission on Children and Families meetings. Assist Wasco County Commission in recommending potential HUB's for early learning services in Wasco County. 	<ul style="list-style-type: none"> Complete interviews and community readiness discussions with stakeholders of the early learning services. Preparing and hosting three facilitated community meetings with providers, community members, and anyone else interested in becoming the Accountability HUB within the Wasco County region.

		<ul style="list-style-type: none"> • Hosting the 2013 Wasco County Children's Fair. <ul style="list-style-type: none"> ○ Increase Readiness to Learn as Core Outcome • Regular updates and reports with the Wasco County Department of Youth Services. 	<ul style="list-style-type: none"> • Providing staff support to the Early Childhood Committee, which includes setting up meetings, taking minutes, and assisting with the planning of the 2013 Children's Fair. • Liaison between the Early Learning Council and the Director of the Department of Youth Services to keep Wasco County informed as the Early Learning Council moves forward with the transitions at the State. • Attending and providing regular updates and recommendations to the Wasco County Commission on Children and Families.
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B. REQUIREMENTS

1. This funding is made subject to the condition that the entire amount will be expended for the purposes of providing services as identified:
 - Under the approved program description
 - Designated funding stream
 - In accordance with state statute and administrative code.
2. The Grantor must be promptly notified about any of the following during the funding period:
 - Change in program contact personnel of the organization
 - Change in address or phone number
 - Change in name of the organization
 - Change in IRS tax exempt status for the purposes of receiving these funds
 - Any development that significantly affects the operation of the program or organization.
3. The Grantee shall provide the Grantor with reporting documents as outlined in Section E of this agreement.
4. The Grantee shall abide by all provisions of this agreement and shall keep adequate supporting records to document expenditure of funds and the activities supported by these funds.
5. If the Grantee fails or becomes unable to perform the specific functions of program implementation, or if conditions arise that make the program untenable, then Grantee may terminate the agreement with thirty (30) day written notice.

6. Grantee is solely responsible for the ethical, moral, and legal nature of its programs, including those segments purchased through these funds. All persons employed by the Grantee shall be employees of the Grantee and not the Grantor. Except for claims arising solely from the negligence of the Grantor, its officers, employees or agents, the Grantee agrees to indemnify and hold the Grantor harmless from and against all actions, suits, claims and demands for loss of damage, including property damage, personal injury, and wrongful death, arising out of or in connection with Grantees performance of this agreement.
7. The Grantee will perform services as an equal opportunity employer. Grantee shall not deny services or discriminate on the basis of race, color, creed, national origin or duration of residence, and there shall be no discrimination in selection, compensation, or other employment practices with respect to personnel coming under the auspices of the Grantee, and the Grantee will otherwise comply with the provision and requirements of Title IV of the Civil Rights Act of 1974, and all requirements issued by the Department of Justice.
8. Grantee acknowledges and agrees to comply with applicable provisions of the Americans with Disability Act 42 USC 12101 et seq.
9. Grantee acknowledges and agrees to comply with the provision of the Oregon Equal Access Law, ORS 417.270.
10. Grantee acknowledges and agrees to be culturally competent. Culturally competency means the development of behaviors, attitudes and policies that enable providers to deliver services in ways that meet the needs of a variety of diverse cultures.
11. Grantee acknowledges that any and all products provided by the Grantor for use or implementation of the approved program description are the sole property of the Grantor and must be returned upon completion of the program and/or funding period.

C. PAYMENT

1. Payments are contingent upon the Grantee satisfactorily conducting the program substantially as reflected in timely reports required herein.

a. Period 1: November 1 to December 31, 2012	\$6,250.00
b. Period 2: January 1 to March 31, 2013	\$9,374.00
c. Period 3: April 1 to June 30, 2013	<u>\$9,375.00</u>
TOTAL:	\$ 24,999.00
2. **Payments are subject to the availability of funds.** In the event that sufficient funds shall not be appropriated for the payment of consideration required under this agreement, then Grantor may terminate the agreement with written thirty (30) days notice.
3. If the Grantee fails or becomes unable to perform the specific functions of program implementation, or if conditions arise that make the program untenable, or if Grantee materially breaches this agreement, all funds that may be deemed unearned, unjustified, or inappropriately expended must be returned to the Grantor.

D. UNEXPENDED FUNDS

If the funds have not been completely expended at the end of the funding period, June 30, 2011 then Grantee agrees to immediately notify the Grantor's designated contact person. All funds determined to be under-expended, unexpended, or unencumbered for authorized expenditures shall be returned to the Grantor or deducted by the Grantor from payment.

E. REPORTS AND EVALUATIONS

1. The following reports and timelines will be milestones for measuring the outcomes listed in the body of this agreement.
 - a. Period Reports outlining fund expenditures as reflected in the budget submitted with the Request for Qualifications and attached to this Agreement. Reports for expenditures are due on:
 - i. January 15, 2013
 - ii. April 15, 2013
 - iii. August 15, 2013
 - b. January 15, 2013 – Preliminary report culminating the stakeholder survey results.
 - c. March 15, 2013 – Final report to the Commission on Children and Families from interviews and community meetings with initial recommendations.
 - d. April 9, 2013 – Presentation to the Commission on Children and Families with recommendations.
 - e. May 2013 – Hosting the 2013 Children's Fair.
2. At any time, the Grantor may request a representative of the program to appear at a regularly scheduled meeting to provide updates.
3. At any time, the contact person or their designee may conduct site visits of the program.
4. A final report and/or presentation may be requested by the Grantor. This report/presentation may include program challenges and successes, a detailed summary of progress on the approved programs, as well as a dialog with the Commission regarding future program goals and targets.

F. IRS STATUS

It is the understanding of the Grantor that the Grantee organization has obtained a determination from the Internal Revenue Service that qualifies it as an governmental entity that is tax exempt for the purposes of this agreement.

If there is any change in the Grantee's status or classification, the Grantee must promptly notify the Grantor's designated contact person.

G. SIGNATURES

Grantee:

Date

Grantor:

Rod Runyon, Wasco County Commissioner, Chair

Date

Scott Hege, Wasco County Commissioner

Date

Sherry Holliday, Wasco County Commissioner

Date

Molly Rogers, Director
Wasco County Commission on Children & Families

Date

☐ Approved to Form

Eric Nisley, Wasco County District Attorney

Date

Discussion List Item
Public Health Contract

- [Notes from Finance](#)
- [CCN Subaward Contract Amendment](#)
- [Original Contract](#)



Monica Morris< monicam@co.wasco.or.us>

contract

3 messages

Monica Morris< monicam@co.wasco.or.us>

Tue, Oct 9, 2012 at 9:56 AM

To: Tanya Wray <tanyaw@co.wasco.or.us>, Kathi Hall <kathih@co.wasco.or.us>, Tyler Stone <tylers@co.wasco.or.us>

Good Morning Tanya-

Yesterday I received a contract for finance review and to pass on to Kathy White. I have a few questions, the same as always. What program, division, line items? Is this already budgeted (as I have found most are). The contract is from OHSU for Maternal and Child Health, we are a vendor. Also, the agreement is for 60 hours at \$57.68 per hour - curious as to how that hourly amount is figured, please.

Thank you,
Monica

Kathi Hall< kathih@co.wasco.or.us>

Tue, Oct 9, 2012 at 10:28 AM

To: Monica Morris <monicam@co.wasco.or.us>

Cc: Tanya Wray <tanyaw@co.wasco.or.us>

This is the CCN-Physician contract. The division is 7154 Cacoon/CCN, revenue line item is 201.23.7154.412.671. It is for Verne's time with Community Connection clients. The amount has already been budgeted. The hourly rate is for Verne.

Thanks,

Kathi Hall
Business Manager
North Central Public Health Dist.
541-506-2628

[Quoted text hidden]

Monica Morris< monicam@co.wasco.or.us>

Tue, Oct 9, 2012 at 10:44 AM

To: Kathi Hall <kathih@co.wasco.or.us>

Cc: Tanya Wray <tanyaw@co.wasco.or.us>

Thank you.
Monica

[Quoted text hidden]

Budget Cost of Dpt HO (Vern)

total	%	div	
14330.84		10	7141
4299.28		3	7144
4299.28		3	7149
5732.32		4	7154
28661.72		20	

.20 fte is 390 hours

73.49 hr cost

this is a contract, wasco as the
vendor. Not State or Grant #



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 Street 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: \$3,460.80
SUBAWARDEE PI: Marilyn Hartzell	Amendment Number: 1

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

-The period of performance shall be extended through September 30, 2012.

-The not to exceed amount for compensation shall be amended to read \$6,921.60. This amount reflects an additional 60 hours of Contractor participation on the CCN team.

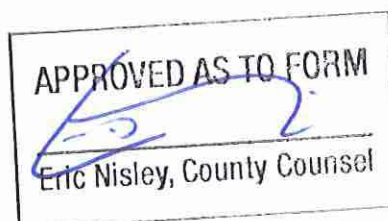
All other terms and conditions remain the same.

OREGON HEALTH & SCIENCE UNIVERSITY

NORTH CENTRAL PUBLIC HEALTH DISTRICT

By: _____
Timothy Rinner Date
Manager, Research Grants & Contracts

By: _____
Date



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

COPY of
original contract

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~~ ¹²⁶¹³³ 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~~ ¹²⁶¹³³ and the Maternal and Child Health Service Block Grants to the States Terms and Conditions in Attachment A.

Now therefore, the parties agree to the following conditions:

1. Scope of Work

SUBAWARDEE will participate on the local Community Connections Network ("CCN") multidisciplinary team. As a member of the team, the contractor will work with and involve family as well as health, social service and/or education providers and other providers as needed in the development of a service coordination and/or treatment plan appropriate for the child. Activities may include:

- consultation in the selection of children to be seen by the CCN team;
- evaluation of the child and completion of a written report that includes the contractor's findings from the evaluation ("Report"). Upon completion of an evaluation, a copy of the Report will be sent, in a timely manner, to the child's primary care provider, as well as directly to the child's family;
- Assist in the enlistment and education of local physicians around primary care of children and youth with special health needs;
- Assist in CCN community processes to identify needs and resources for children with special needs and participate in developing services to address gaps or deficient services.
- The Contractor will be paid for Contractor's participation on the CCN team which cannot exceed 60 hours for the contract period.

2. Period of Performance

The period of performance of this Agreement shall be October, 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

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

CFDA No. 93.994

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 \$57.68 hourly, not to exceed \$3,460.80. Payment shall be based upon the reasonable, allowable and allocable costs incurred in providing services. 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.

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.

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.

5. Reporting Requirement

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.

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

Shellye Dant, 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
Teri Thalhofer, Manager
419 E. 7th Street Room 100
The Dalles, OR 97058

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 SUBAWARDEE, 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

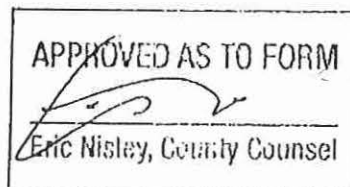
(Authorized Official)

Date: _____

9.19.11

Date: _____

9/6/2011





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 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

Phone (541) 506-2614

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 \$3,460.80

F&A

Email required documents to 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

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: 2011.09.14 10:48:29 -0700

OHSU Investigator Signature

Date

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.

<h3>All Team Members</h3>

- 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).
- Participate in identifying local, unmet needs of CYSHN and their families, and in identifying and accessing resources.
- Assist with the coordination of OCCYSHN sponsored local consultations and in-service trainings.
- Participate in networking/training opportunities such as: webcasts, regional conferences, and conference calls. Participate in local OCCYSHN trainings
- Participate in team evaluation activities including completion of team meeting day checklist, parent surveys and end of year team evaluation.
- Network with other CCN teams as needed
- Communicate with OCCYSHN as needed
- 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.

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.

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.

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.

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

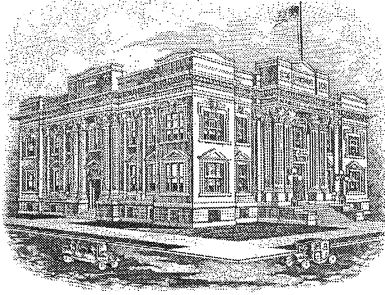
Family consultants are available to all CCN teams to provide input on Family Professional Partnerships and Family Centered Care. Family Consultants provide support and training for Family Liaisons that participate on the CCN teams.

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.

Discussion List Item
Treasurer's Report

- [10.10.2012 Treasurer's Report](#)



WASCO COUNTY

Finance Department

Treasury
Chad Krause
Treasurer

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

October 10, 2012

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

As of October 1, 2012, Wasco County had cash on hand of **\$15,268,932.36**

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

\$ 436,434.55

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

Funds on deposit in the Local Government Investment Pool:

\$ 14,832,497.81

Funds available to earn interest do so at the annualized rate of 0.600%

Total outstanding warrant indebtedness of Wasco County: \$249,624.52

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

CONSENT AGENDA

1. [Minutes](#)

a. [2.15.2012](#)

b. [10.3.2012](#)



WASCO COUNTY BOARD OF COUNTY COMMISSIONERS
REGULAR SESSION
FEBRUARY 15, 2012

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

At 9 a.m. Chairman Rod Runyon called the meeting to order.

OPEN TO DEPARTMENTS

COUNTY CLERK'S OFFICE REMODEL

Linda Brown, County Clerk, reminded the Board that they had recently signed a proposal for the remodeling of the County Clerk's office counter and work stations. She explained that upon reflection of the costs, she would like to reduce the scope of the work to include only the counter; going through the budget process for work stations. The new proposal would include the counter with printer stations and cabinets, but no work stations. The adjustment will allow more room in the budget for carpeting, paint and incidentals.

Fred Davis, Facilities Manager, stated that they will soon reach a point in the process for obtaining formal bids. It would not be appropriate to separate the process for flooring and carpeting.

{{{Commissioner Hege moved to rescind the February 1, 2012, approval of the proposal for the counter for clerk's office. Commissioner Holliday seconded the motion which passed unanimously.}}}

{{{Commissioner Hege moved to approve the revised proposal from OM Workspace for the additional printer tables in the amount of \$14,789.72. Commissioner Holliday seconded the motion which passed unanimously.}}}

Mr. Davis reported that work is progressing at the 10th Street shop site; they have cleaned up a massive amount of weeds and debris at the site. They have reestablished a fire cutting area to a designated a space that is blocked from public view. They have removed growth from the fence line and purchased plastic privacy slats but are finding installation to be challenging – the fence has been stretched and pulled throughout its life. They hope to complete the project in the next two weeks and then will begin to move the Clerk's office to accomodate the remodel.

Commissioner Holliday noted that there are vehicles at that site that are owned by other entities. Mr. Davis responded that those vehicles are still there; there is no written policy for the use of that site. He would be grateful if the Board would address that gap.

WASCO COUNTY COMMISSION ON CHILDREN AND FAMILIES

Scott McKay, Chairman of the Wasco County Commission on Children and Families invited the Board to a joint meeting with them in March to discuss the future role of the WCCCF in light of the legislative changes on the horizon. Mr. McKay expressed the desire of the Commission to open a dialogue to explore what role the Commission might play in the community once the State dismantles their Commission system. He suggested that March 12th or 19th would be good dates for the proposed meeting.

Further discussion occurred regarding the upcoming legislative changes. Ms. McBride is to make the arrangements regarding the date for the meeting.

Agenda Modifications – Consent Agenda

Teri Thalhofer, Public Health Director, will be speaking to the Board regarding the Netsmart contracts; therefore, the Board elected to move it from the Consent agenda to the Discussion List. In addition, Chair Runyon had questions regarding IGA #4659 and asked that it be moved to the Discussion List.

Discussion List – Netsmart

Ms. Thalhofer explained that she was originally advised by legal counsel that the IGA only needed the director's approval. The auditor disagreed. To meet the auditor's requirement she is now bringing it to the Board for approval.

{{Commissioner Holliday moved to approve the License and Service Agreement as well as the Amendment to the License and Service Agreement with Netsmart. Commissioner Hege seconded the motion.}}

Commissioner Hege asked if the County IS Department had reviewed the agreement and amendment. Ms. Thalhofer replied that they have been involved throughout the process and she believes Paul Ferguson, Information Systems Manager, has reviewed the documents.

Commissioner Hege asked if the total cost of the contract is \$100,000.00. Ms. Thalhofer answered that with recurring fees, the total cost would be \$130,000.00 paid out over a number of years.

Commissioner Hege asked if the County can withdraw from the contract. Ms. Thalhofer responded affirmatively, adding that it seems to be meeting their needs. She said that there has been more work required on the part of her staff than had been anticipated.

{{{After further discussion, the Board passed the motion unanimously.}}}

Ms. Thalhofer asked the Board if they were prepared to offer some direction regarding a stand-alone Health Department.

*****It was the consensus of the Board to move forward with planning for a stand-alone Public Health Department. Ms. Thalhofer and Mr. Stone will meet to facilitate that. *****

Agenda Item – Regional Solutions Team Update

Annette Liebe, Regional Solutions Coordinator, reported that their current initiatives, which include the Community Solutions Teams, focusing on collaboration with State agencies have been progressing with minor changes.

Ms. Liebe will be located in Bend along with staff for 5 core agencies – Oregon Department of Environmental Quality, Oregon Department of Land Conservation and Development, Oregon Department of Transportation, Oregon Housing and Community Services, and Oregon Economic Development Districts. Another positive change is the establishment of local advisory committees.

She went on to say that there is a good mix of public and private parties at the table along with Higher Education. They are already working on the availability of industrial lands, work force housing & training, regulatory streamlining and infrastructure with a focus on wastewater and fiber optics. In addition they will look at business clusters (ie., arts, wine, high tech and agriculture.) At an upcoming meeting the local advisory committee will hear from housing organizations to address work force housing issues.

Chair Runyon asked if any efforts had been made to bring Columbia Gorge Community College and Mid-Columbia Council of Governments together around work force training. Ms. Liebe explained that she feels it would be premature, however, that is direction that can come from the Advisory Committee. She anticipates setting up meetings with both entities to avoid duplication of effort and identify common issues.

Further discussion occurred regarding moving forward with the Gorge Commission. Ms. Liebe will be meeting with their new director; he has a good background and she is very hopeful.

Discussion List – Wasco County Solid Waste Advisory Committee

Letters were received from Jim Winterbottom and Frank Kay. Commissioner Hege questioned if there are any conflicts of interest. His concern was around one of the applicants being an employee at the landfill/transfer station.

{{{Following further discussion, Commissioner Holliday moved to appoint Frank Kay to the Solid Waste Advisory Committee. Commissioner Hege seconded the motion which passed unanimously.}}}

Ms. McBride will create an appointment order for Mr. Kay and letters to both candidates.

Commissioner Hege asked that when placing items on the Consent Agenda, more thought be given as to whether or not there would be questions that would make it more appropriate to place the item on the discussion list.

Both Commissioner Hege and Chair Runyon had questions regarding the minutes. Approval of the minutes was tabled until adjustments can be made.

Chair Runyon recessed the session at 9:52 a.m.

The Board reconvened at 10:00 a.m.

PUBLIC HEARING on the appeal of the Planning Commission's decision to uphold the decision of the Planning Director to deny a Conditional Use Permit and a Subject to Standards Review for the conversion of an existing unlawfully placed 2-story dwelling into a hunting cabin/lodge and approval of a wood storage building on property owned by Thomas Delzell and Julia Rouzie.

At 10:00 a.m. Chair Runyon called the hearing to order and explained the format. There were eight people present. He called on Planning Department staff to give an opinion regarding the type of hearing to be conducted.

Associate Planner Dawn Baird stated that the staff is in support of a de novo hearing to allow new evidence as they feel there was a procedural error at the previous hearing.

Thomas Delzell came forward, stating he lives in Mc Minnville. In terms of the de novo hearing, he stated he was confused by the Planning Commission appeal. It threw his presentation off. There were two hearings, the initial one and one held over for the Planning Commission to visit the property. It was his understanding that they would all go up together. One or two commissioners visited the property without him; he

assumes they went with Planning Department staff. He thought prior to the second hearing they were all going up to the remote property together. Usually, he guides people in. It was at the hearing he learned that the Commissioners had viewed the property. He has no way of knowing who was there or what their comments were. He would like to have that information.

Mr. Delzell went on to say he had requested the de novo hearing so he could do a brief introduction and share notes that he wrote regarding inconsistent conditions. There are conditions he is having difficulty meeting. He also wanted to share his plan to relocate out of state for 13 months.

{{{Commissioner Hege moved to conduct a de novo hearing, Commissioner Holliday seconded the motion which passed unanimously.}}}

Chair Runyon opened the hearing by saying, "This is the time and place of the Public Hearing in the matter of the appeal of the Planning Commission's decision to uphold the decision of the Planning Director to deny a Conditional Use Permit and a Subject to Standards Review for the conversion of an existing unlawfully placed 2-story dwelling into a hunting cabin/lodge and approval of a wood storage building on property owned by Thomas Delzell and Julia Rouzie." Chair Runyon called on the staff to present their report.

Ms. Baird noted that the property is located on a private easement road - Lucky road. The Planning Commission made a decision on Dec. 6, 2011. Pursuant to 2.180 of the Wasco County Land Use and Development Ordinance, appeals must be heard by the Board of County Commissioners.

The Nov. 1, 2011 hearing was continued to Dec. 6 at which time the Directors decision was upheld. This began as an enforcement issue and is now an appeal of an issue. If the appeal is denied, the issue will go back on track with the codes enforcement department. She offered that Code Compliance Officer Keith Cleveland is in attendance if there are any questions.

Discussion ensued regarding the criteria to evaluate the application. Findings of fact were provided in the Planning Commission report. The Board upheld the Director's decision. The primary issues were noted on pages 2 & 3. One issue was wildfire concerns. Testimony was given by Dave Jacobs, Department of Forestry. In his opinion, more structures present a bigger risk of fire and an increased danger to fire suppression personnel. They have found the request inconsistent with the wildfire concerns. Wildlife concerns were also cited; the buildings intrude in to wildlife habitat.

The Planning Commission outlined five options for the Board to consider – found on pages 4&5 of the report.

Chair Runyon brought Mr. Delzell forward. Mr. Delzell provided the Board with a memo and photos (attached) and reviewed them with the Board. After providing a brief family history, he stated that he had never received a copy of the complaint. He also said that he is seeking bids to move the dwelling to accommodate the 300 foot winter game issue. His preliminary findings are that it will cost approximately \$10,000.00 to get the equipment on site and another \$10,000.00 to relocate the building. The cabin would have to be cut in half to make the move. It is currently set on concrete pads with no permanent foundation.

His two options, he said, are to apply for a reforestation permit or submit a hunting lodge application. The soil staff person walked the property and reported that only a small portion of the acreage would sustain any trees due to the lack of water. He did request to replant trees in that zone. Although he offered to replant trees in the spring, he is retracting the offer since he will be out of state in the spring.

He went on to say that this is a sizeable investment to attempt to save the resource and investment. He has a long history of being in outdoors in Oregon and does not plan to further develop the property. Prior to purchase, he did title search. He also contacted the Planning Department but did not document that phone call. He was given general answers about the area and did not pursue it further. He has learned that title searches do not guarantee permits. He believed that everything was legal up there. They moved forward with an offer and purchased the property not knowing that the cabin was put there illegally. They put the lean-to shed in to keep the wood covered. They could relocate the shed easily.

Mr. Delzell went on to explain that the structure was built very professionally by a former contractor. He has attempted to contact his neighbor to the north but has been unable to locate him. He suspects there is someone squatting on that property. He learned this morning that the property to the west has been sold; he will have to contact them for permission.

The access road was developed by S&D Lumber; an agreement was made with former owners to build that access as well as a seasonal pond. There is another road grade that forks off to the right and attaches to the driveway that leads to the structure; it is still beyond the 300 feet. Although Fish and Wildlife find 300 feet from the gate to be ideal, it would be very expensive to move it. The old road grade is blocked by boulders; he would be willing to reopen that with little to no impact but is not sure it would meet the conditions and feels it would cause more impact to sensitive wildlife. He would like to try to work with what is there with the least impact to the area.

Mr. Delzell then informed the Board that he is scheduled to begin graduate school out of state and plans to shut the property down, allowing no one to use it in his absence. He restated that he bought the property with the assumption that the structure was legal.

They did not set out to place a structure illegally and are trying to cooperate to be good stewards of the land.

Commissioner Hege noted that the taxes assessed and paid in 2009 were three to four times the normal payment. Mr. Delzell replied that the taxes had not been paid for a couple of cycles and he had caught them up.

Commissioner Hege asked Mr. Delzell to describe the process he went through to purchase the property. Mr. Delzell said most communications had been by phone with only one face to face meeting. The brokers did verbally disclose that the property could not be developed. There was no detailed discussion regarding the legality of the existing structure; they had told him that he could not further develop or newly develop a permanent structure with a foundation. They did mention that requirements can change. He does not have a disclosure document and nothing was disclosed in the advertisement.

Commissioner Hege asked Mr. Cleveland about the complaint. Mr. Cleveland responded that he had received a complaint about an illegal cabin in the woods with concerns about its impact to the surrounding area. He had redacted sensitive information and sent the complaint to Mr. Delzell via email.

Commissioner Hege asked if the cabin had been burned in the Sheldon Ridge fire. Mr. Delzell replied that it had not. He believes that the Department of Forestry foamed the structure as there are charred trees less than 100 feet away.

Commissioner Hege asked Mr. Delzell to outline his plan for a hunting lodge. Mr. Delzell explained that the cabin sleeps up to six and not including the loft. There is no electricity and no wiring should electricity become available. They do not plan to allow more than six guests at one time. It is not his intention to have a large hunting company. There is a lot of game in the area. He also is not planning any retail sales; guests will have to bring in their own equipment. They plan to only have guests during hunting seasons. They only intend to visit the property to perform maintenance although they may add a guide service to the business. They have removed trees and brush from around the structure. When Fish and Wildlife advised that the acreage was too small for hunting, they began to explore the possibility of gaining approval of the neighbors to retrieve game from their lots. Likely there will be only two or three hunters accessing it at any one time, therefore the impact would be minimal.

Commissioner Hege asked how Mr. Delzell would market the lodge. Mr. Delzell replied that his partner is a marketing researcher. They plan to market only locally, feeling that locals would have more knowledge of the area. They have experienced some problems with poachers.

Commissioner Holliday expressed some concern regarding the disconnect between the Assessor's office and the Planning Department and would like to explore remedies. She also pointed out the need to keep water tanks from freezing in winter with a concern about fire.

Mr. Delzell has consulted with neighbors regarding the water issue and has found that by leaving some space on the opening of the tanks he was able to avoid freezing. He is also talking with a company that specializes in this issue and is optimistic about a permanent solution. The water would be potable, but they intend to provide water for guests with smaller vessels in the cabin. Guests can also bring potable water when they come in and take it with them when they leave.

Commissioner Holliday said that while she appreciates that Mr. Delzell is being careful, she is not confident that his guests will exercise the same level of care.

Mr. Delzell responded that they plan to develop a guide with rules for fire suppression and require an orientation for guests. They are also considering offering guided hunting trips.

Commissioner Holliday pointed out that the parcels start out small and then sometimes grow and are sold to families creating a school bus issue. Access to these remote areas is difficult.

Chair Runyon reminded the group that this hearing was complaint driven. He asked about the lack of water for trees and if that was mitigated at all by the pond that had been mentioned earlier. Mr. Delzell said that the pond was only seasonal and too far from the cabin to be of use. S&D built the pond and never properly sealed the bottom, so water is quickly absorbed; while it doesn't completely dry up, it gets very low.

Jeremy Thompson, District Wildlife Biologist for Fish and Wildlife, described the area as migratory for deer. Deer within the area generally spend summers at the watershed; by mid-October they are moving on to other areas. The original minimum lot size was 160 acres. They agreed that 40 acres would be acceptable if they clustered development, staying within 300 feet can condense where the human footprint is and still provide protection for wildlife. The most important habitat is the oak which is important to wintering wildlife. It is important to protect the wildlife.

Commissioner Hege asked Mr. Thompson to describe how a road impacts wildlife in a negative sense. Mr. Thompson replied that there is always a disturbance event when a road is traveled; just the presence of humans can move the deer away.

Commissioner Hege stated that it seems to him the moving of the structure is more disruptive than dealing with the 300 feet rule.

Mr. Thompson responded that the move would be a one-time event. If the structure were to be left where it currently stands, the larger circle of human activity would be permanent and ongoing.

Chair Runyon asked Keith Cleveland, Codes Compliance Officer, to address what would happen were the appeal to be denied. Mr. Cleveland stated that it would revert to being a code compliance issue. If the Board continues the hearing, then the compliance issue will remain on-hold. If it is denied and there is no request for more time, he will send out a notice of violation for which Mr. Delzell will have 15 days to respond. At the end of 15 days, another letter will be generated. With each notice, Mr. Delzell will have the opportunity to file an appeal. If Mr. Delzell leaves the structure in place he would then receive a notice of failure to comply and be fined \$2,000 per day up to \$20,000.00 or the value of the structure. In addition a lien would be placed against the parcel.

If Mr. Delzell then removes the structure and clears the property, he would receive a notice of compliance and the lien would be removed. The county has the option to remove the structure at the owner's expense.

Commissioner Holliday asked what actions would be taken were they to approve the appeal with conditions. For example, who would monitor use as a hunting lodge. Mr. Cleveland explained that he already monitors properties that are operating on temporary and conditional use permits; this would be similar.

Ms. Baird interjected that it would be difficult to assess what the structure was being used for; there would not be much available in the way of verification.

Mr. Delzell stated that he has made good faith efforts to address many of the cited violations. He asked that the Board grant him more time due to his unavoidable departure; it would be difficult to address the issues from Minnesota.

Chair Runyon closed the public comment portion of the hearing at 11:27 a.m.

Chair Runyon read aloud the Board options:

- A. Uphold the decision of the Planning Commission to uphold the denial of the Planning Director for the conversion of the unlawfully placed dwelling into a huntin cabin/lodge, and 14'x8'x8' tall wood storage structure, with the findings and conclusions in the Board of Commissioners Report; or
- B. Uphold the decision of the Planning Commission to uphold the denial of the Planning Director for the conversion of the cabin/lodge and wood storage structure with amended findings and conclusions; or

- C. Overturn the decision of the Planning Commission to uphold the denial of the Director and approve the conversion of the unlawfully placed dwelling into a hunting cabin/lodge, with amended findings and conclusions; or
- D. Overturn the decision of the Planning Commission to uphold the denial of the Director and approve the conversion of the unlawfully placed dwelling into a hunting cabin/lodge, with amended findings and conclusions, and conditions in Attachment C; or
- E. If additional information is needed, continue the hearing to a date and time certain to allow the submittal of additional information.

Commissioner Hege stated that after reviewing the options he prefers continuing the hearing until they can see the property and review what changes have been made to resolve some of the issues.

Commissioner Holliday agreed saying that there may be other solutions that have not yet been explored; more information would be helpful.

Ms. Baird advised the Board that if they continue with a certain date and time, the hearing would not need to be re-noticed. If they continue without setting a certain date and time, a re-notice would be required. She also reminded the Board that the property owner wants to be present for the final decision.

Further discussion found the Board in agreement to continue the hearing to an undetermined date to allow staff to work through some of the issues. Mr. Delzell offered that he would be available during a semester break in August.

{{The Board was unanimous in their decision to continue the hearing to a future as yet undetermined date.}}

Consent Agenda

1. Intergovernmental Agreement #4659 between the State of Oregon and Wasco County
2. License and Service Agreement with Netsmart Technologies, Inc.
3. Amendment to License and Service Agreement with Netsmart Technologies, Inc.
4. Order in the matter of the reappointment of Rod Runyon to the Mid-Columbia Economic Development District Board of Directors
5. Order in the matter of the reappointment of Ken Farner to the Mid-Columbia Housing Authority
6. Special Session Minutes of February 7, 2012

{{{Commissioner Hege moved to approve the Consent Agenda with the exception of Items 4 & 5. Commissioner Holliday seconded the motion which passed unanimously.}}}

Public – Rodger Nichols

Rodger Nichols, Wasco County Appointee to the Columbia River Gorge Commission, came forward to report the CRGC's plan to formally change some of their rules. They will begin the work on February 14th and continue the meeting until April. He also announced that the Chinese delegation would be coming again this year.

Further discussion occurred around local support for the CRGC and an upcoming Intergovernmental Agreement.

Chair Runyon recessed the session at 11:52 a.m. calling for the session to reconvene at 4:30 p.m.

PUBLIC HEARING to consider the adoption of amendments to the Wasco County Land Use and Development Ordinance.

At 4:30 p.m. Chair Runyon called the session back to order explaining that those who wished to testify should enter their information on the sign-in sheet; anyone testifying would be automatically notified of any future hearings. He then convened the LUDO Hearing.

Chair Runyon reviewed the format for the hearing and explained that due to the large number of people wishing to testify, he would be limiting each person to three minutes. He encouraged people to listen carefully to those testifying before them; if someone has already made your point, a statement of support for that person would be adequate. The hearing will be continued until March 20th at 9:00 a.m.

Jeanette Montour, Senior Planner, reviewed the planned changes. Todd Cornett, Planning Director, explained that Wasco County has an agreement with the State of Oregon. Chapter 19 is primarily the section being modified although other chapters are being updated. He went on to review the significant changes to the Wasco County Land Use and Development Ordinance for both commercial and non commercial uses, answering questions from the Board throughout.

Following the presentations from the Planning Department, Chair Runyon opened the hearing for public comment, taking people in the order in which they had signed the sheet.

John Silvertooth testified he will come back on March 20th after he has had an opportunity to read more.

Gary Nychyk, resident of The Dalles, asked for clarification as to whether or not a vote was taken to include template dwellings. The response was that the plan had not yet been adopted; no votes have been taken. Mr. Nychyk thinks delaying the hearing did not serve anyone and should not have been delayed.

Rob Miles, resident of Southern Wasco County, operates a business in Maupin and lives outside of town with his family. He wanted to know how much land can be tied up for a set back and expressed his opinion that the proposed setbacks are much larger than necessary. The non-resource setbacks are particularly excessive. He pointed out that houses in Southern Wasco County are separated by significant distances. Wind energy is important to the businesses and residents as it will bring people and money into the area. It should be done with an eye to proper usage.

Dan Carver has been involved with land use planning since 1972 through Imperial Stock Ranch. He has watched the trends and seen it grow from 5 outright uses to 50. He does not take land management lightly, including how the wind is harvested. Six years ago he was opposed to wind energy in his "backyard." Now he is onboard - three years ago he signed a wind lease. He sees it as a way for farmers to remain sustainable.

Jeannie Carver lives 20 miles out of Maupin and 12 miles out of Shaniko. Her first concern is the health of the land. She works with others to preserve heritage which includes buildings and facilities. They have turned down offers from wind energy producers before. They are aware that decisions they make could also affect others in their community.

John Hilderbrand, a resident of Wasco, Oregon has wind mills on 3 sides of his house. He testified that fears about noise are unfounded; when it is windy the trees make more noise. He took a meter out and could not get it to register any noise. He has 17 turbines on his farm. He acknowledged that the aesthetic leaves something to be desired and cannot be camouflaged.

Gary Nap said he does not understand why people are trying to throw monkey wrenches in the works; he sees this as a huge economic boon to the area. Remote areas such as Shaniko, Antelope, Grass Valley, Maupin and Kent will all benefit from the wind industry. Not only will it be good for the communities but additional tax revenues will come into the County. He added that there will also be additional employment opportunities as a result of the installation of wind turbines.

Frances Connelly, South Wasco County resident, owns property that is subject to lease. The changes to the ordinance will restrict wind energy development on her land. She asked that the Board reconsider the setbacks. She believes that 3250 feet would be appropriate and in some cases as little as 1350 feet. Wasco County can benefit greatly

from wind energy and residents of the County can benefit also. She cautioned the Board not to miss opportunities with excessive regulation.

Steve Ashley, third generation landowner in South Wasco County, and has seen the seasonal tourism. He believes the wind energy is an economic opportunity that cannot be passed up. They have an aging population and this could benefit all residents. The preceding speakers have already expressed most of what he wanted to say. He added that on a larger scale, this helps the nation in its efforts towards energy independence. He urged the Planning Commission to maintain the State regulations and fully support wind development and clean energy.

Bob Krien, a resident of the Maupin/Bakeoven area, supported the last three speakers. He supports the ¼ mile safety setback pointing out that it is possible to obtain a waiver with the support of neighbors. He pointed out that a review of the maps reveals that the good wind speed areas are not at risk of controversy.

Dave Thiese, representative of the Columbia Gorge Audobon Society, cautioned that Klickitat County PUD has invested in wind power and taken a 61% loss. Should that happen here, who will clean up all the towers – Is there a decommissioning plan in place? There are 600 towers in Klickitat County with no decommissioning plan. While landowners and power employees support the rules, there are others who will be negatively impacted. When people move to a rural area, they have an expectation that it will remain rural. Zoning looks out for present use. He encouraged everyone to keep that in mind when making decisions.

Phil Swaim, resident of resource zone F2 behind Mosier, testified that his mother was born in the Antelope area; his family is invested in the area. He pointed out that the sound travel is different in forested areas than it is in barren flat lands. He has a log skidder across the way from his property that sounds like it is at the end of his driveway when it is in operation.

Fred Justesen testified that his family has lived in Wasco and Sherman Counties for five generations. He asked for clarification on the difference between State required setbacks and the proposed Wasco County requirements – why is there a difference?

Mr. Cornett responded that the adjustments were made in response to concerns raised by citizens. The Planning Commission evaluated a significant amount of public testimony to arrive at their decisions.

Mr. Justesen indicated that those decisions should be left to those who will live among the turbines. The regulations should be as unrestrictive as possible – it will mean more revenue for the County. We should have as many turbines as we can.

An unidentified man seconded the comments. Leo Kelp also supported Mr. Justesen's remarks.

Art Decker, Sherman County resident, testified that he owns land in Shaniko and Antelope. He cannot add much to what has been said but is in support of Mr. Justesen's remarks. He is opposed to the 1.5 mile setback as being too restrictive and reducing his ability to use his property. He is in support of a site specific regulation that would help to determine the appropriate set back based on the noise.

Elaine Albrich would like to reserve her comments for the next hearing.

Chair Runyon thanked the public for their comments and reminded them that written comments are still being accepted.

{{{Commissioner Holliday moved to continue the Land Use and Development Codes hearing with a focus on Chapter 19 until March 20th at 9:00 a.m. at the Circuit Courtroom on the 3rd floor. Commissioner Hege seconded the motion which passed unanimously.}}}

The meeting was adjourned at 6:45 p.m.

WASCO COUNTY BOARD OF
COUNTY COMMISSIONERS

Rod L. Runyon, Chair of Commission

Sherry Holliday, County Commissioner

Scott C. Hege, County Commissioner



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 10th 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 3rd 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.

Agenda Item – Smoke Free/Tobacco Free County

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 1st 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.

Commission Call/Reports

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 10th 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.

WASCO COUNTY COURT
REGULAR SESSION
OCTOBER 3, 2012
PAGE 8

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 21st of November as the Board would be attending the AOC Conference during the previously scheduled date of the 14th. 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

Agenda Item

Main Street Program

- [Overview Power Point](#)
- [Tier List](#)
- [Flyer](#)



where Place and Time meet...

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Oregon Main Street

- "Tier System"
- Downtown Revitalization Conference
- Workshops and Trainings
- Technical Assistance
- Historic Surveys
- Community Assessments
- Resource Center



Mission: "to assist Oregon communities in the revitalization of their unique downtown places using the Main Street Approach®."

Why Is a Vibrant Downtown Important to You?

- Nurtures small business development
- Helps attract and retain quality employees
- Maintains and expands the tax base & uses infrastructure wisely
- Provides atmosphere and services important to visitors
- Indicative of a healthy community with a good quality of life



Oregon Main Street

Revitalization Statistics

2010-2011 Stats*:

- \$8.18 million in private sector improvements**
- \$18.67 million in public sector improvements**
- 151 net new businesses**
- 435 net new jobs**
- 216 building rehab projects**

*2010-2011 Performing Main Street & 2011 Transforming Downtown level statistics



Oregon Main Street

What's Happening on Main Street in Oregon?



Sparkling Private Sector Investment




Sandy




Dayton

Façade Improvement Project





Before



Today

The Historic Harris Building, 1912
Owner received grants from the City's CLG funds and from the State Historic Preservation office "Diamonds in the Rough" program, to assist in restoration





proposed storefront



Built in 1910 as the Oregon Mutual Merchant Fire Insurance office. It was the Dayton Post office from about 1915-1985. The owner used a grant from the City's CLG funds to assist in restoration.







This historic "McNamar Building" was built in 1912. The owners received funds from the City's CLG money to assist in their renovation. Above is an example of the design ideas provided by the SHPO design team.






The Seufert Winery building built prior to 1940 and heavily remodeled over the years is not on the National register of Historic Places. The owner was able to use grant funds received from The Oregon Main Street Program to assist with his renovation.

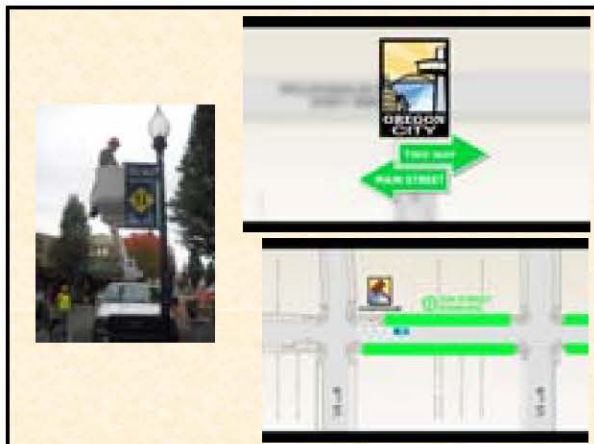
Enhancing the Pedestrian Feel

Albany







Astoria



Identifying Market Niche

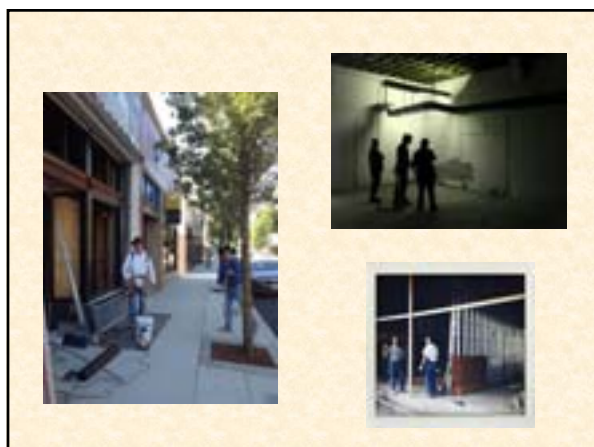
- SWOT analysis workshops
- Positioning Statement workshops
- Branding Workshops
- Dayton Means Business Meeting
- Strategic Planning



Dayton

BLUE
COLLAR
creative

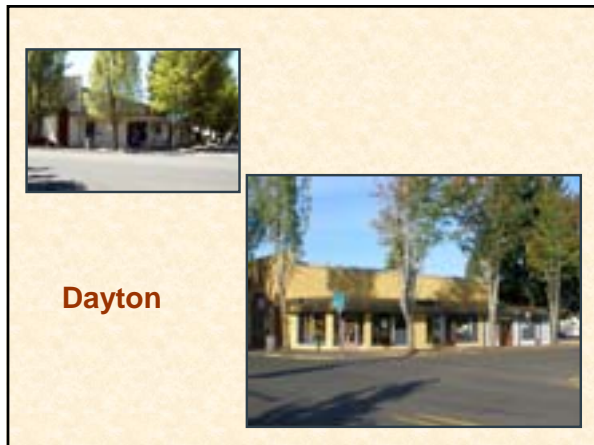




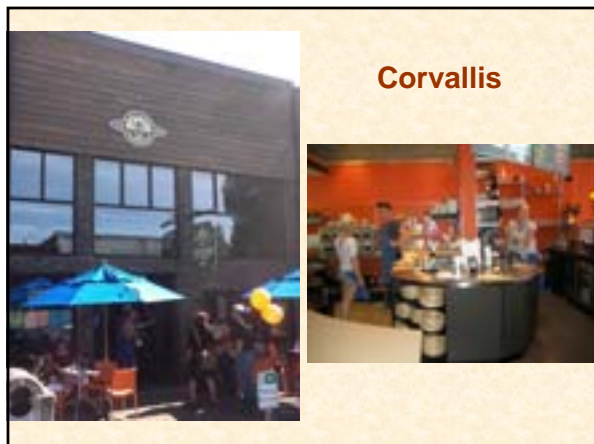




Springfield



Dayton



Corvallis









Providing Business Assistance




Albany



Toledo



Building Partnerships



Astoria

CHALLENGES

Natural Lighting
To provide natural lighting to the areas east of windows we decided to utilize sky lights.

Egress
The issue of Egress from the additional bedrooms was resolved by providing a second exit from the rooms through the adjoining bathroom.

Fake Ceiling
For the purpose of an apartment we decided to replace the existing drop down ceiling with a permanent ceiling (i.e. drywall, studs, etc.).

Fire Escape
Provide escape to meet codes per industry standard.


THE CODES

Type of Construction: Type I & II

Occupancy Classification: Residential R-4

Max Occupancy Load: 1,000 sq ft / 200 + 1

Redeemer's Church
753 SE Main
2nd Story Renovation



Roseburg Community Development
Downtown Revitalization


Roseburg

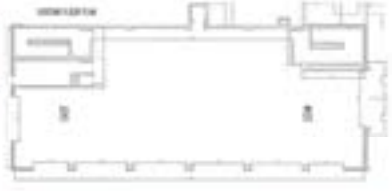
753 SE MAIN ST
"REDEEMER'S"

THE EAST VIEW



THE WEST VIEW





STORIES: THREE

HISTORIC USE: CHURCH

CURRENT USE: VACANT

PROPOSED USE: TWO 2-BEDROOM APARTMENTS

EXITS: THREE TO PARKING LOT

WINDOWS: 6 FRONT & 1 EACH SIDE

SQ. FOOTAGE: APPROX. 3,700 SQ. FT.



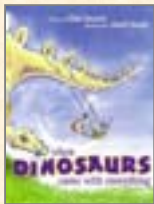



Oregon City

Enhancing Vitality



Corvallis





Physical Improvements are not Enough

- Downtown revitalization is about *economics*...
...not just attractive buildings and streetscapes.
- Downtown revitalization efforts must be *ongoing*...
...the job is never done.
- Downtown revitalization must be *comprehensive*...
...dealing with all downtown issues simultaneously.
- Downtown revitalization is *more than just retailers*...
...it is a community-wide issue.

Thank You!



"Smart cities are those that value their local culture, that preserve their historic buildings, that revitalize their districts..."

---John Eger, CEO, World Foundation for Smart Cities



OREGON MAIN STREET

2011-2012 Cities and Communities

Date: Oct 2012

Performing Main Street	Transforming Downtown	Exploring Downtown	Affiliate Community
Albany Baker City Corvallis McMinnville Oregon City Roseburg	Astoria Bandon Canby Carlton Coos Bay Cottage Grove Dayton Estacada Hillsboro Klamath Falls La Grande Medford Molalla Oakridge Philomath Port Orford Sandy Sherwood Springfield The Dalles Toledo	Amity Beaverton Burns Condon Enterprise Eugene/Whitaker Gresham Independence Jacksonville John Day Junction City Lake Oswego Milton-Freewater Mosier Myrtle Creek Newberg Nyssa Salem St. Helens Stayton W. Linn/ Willamette Woodburn	Aumsville Bend Bonanza Canyonville Creswell Damascus Detroit Grass Valley Irrigon Jefferson Lakeview Lebanon Lowell Madras Milwaukie Mitchell Monmouth North Bend Pendleton Pilot Rock Reedsport Riddle Shady Cove Silverton Sutherlin Tigard Tillamook Turner Vernonia Weston Yoncalla



Where Place and Time meet

CONTACT INFORMATION

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www.oregonheritage.org

Main Street 's Economic Success

*Historic Preservation =
Economic Development*

Since 2010, Oregon Main Street's "Performing Main Street" and "Transforming Downtown" level communities saw:

- \$17.96 million total private investment in physical improvements
- \$24.09 million total public sector investment in physical improvements
- 316 building improvement projects
- 216 net new businesses
- 653 net new jobs
- 24,500 total volunteer hours (Performing Main Street level)

Oregon Main Street

Oregon Main Street provides assistance, training, and technical services to communities who want to strengthen, preserve, and revitalize their historic downtown commercial districts. The program is a locally driven process following the proven Main Street Approach® which is a practical and comprehensive model capitalizing on downtown's unique assets. The goal is to build high quality, livable, and sustainable communities that will grow Oregon's economy while maintaining a sense of place. Oregon Main Street is administered by the State Historic Preservation Office (Oregon Parks and Recreation Department).

Main Street
NATIONAL TRUST FOR
HISTORIC PRESERVATION

The Main Street Approach®

The Main Street Approach is a proven comprehensive approach to historic commercial district revitalization. This approach has been implemented in over 2,200 cities and towns in 40 states across the nation with the help of the National Main Street Center and statewide downtown revitalization programs. The success of the Main Street Approach® is based on its comprehensive nature. By fully integrating four points into a practical downtown management strategy, a local program will produce fundamental changes in a community's economic base:

Organization involves building a Main Street® framework to support successful revitalization efforts by ensuring adequate people and financial resources are available to implement projects and activities..

Promotion creates excitement downtown. Street festivals, parades, retail events, and image development campaigns are some of the ways Main Street® encourages customer traffic. Promotion involves marketing an enticing image to shoppers, investors, and visitors.

Design enhances the attractiveness of the business district. Historic building rehabilitation, street and alley clean-up, colorful banners, landscaping, and lighting all improve the physical image of the downtown as a quality place to shop, work, walk, invest in, and live.

Economic Restructuring involves analyzing current market forces to develop long-term solutions. Recruiting new businesses, creatively converting unused space for new uses, and sharpening the competitiveness of Main Street's traditional merchants are examples of economic restructuring activities.

Meeting the Needs of Oregon Communities

Oregon Main Street provides assistance to all communities whether they are just beginning to explore options for their downtown or seeking national recognition as an accredited Main Street® town. Currently, there are 79 communities participating in one of the three levels of Oregon Main Street:

Affiliate: is for communities who wish to be connected to Oregon Main Street or want to apply the Main Street Approach® in a non-traditional setting. Communities at this level are invited to attend workshops and conferences sponsored by Oregon Main Street.

Exploring Downtown is for those communities that demonstrate an interest in revitalizing their downtowns and want to learn more about the Main Street Approach®. Interested communities may join at anytime by submitting a letter of intent and completing a brief community assessment survey.

Transforming Downtown is for communities who are committed to downtown revitalization using the Main Street Approach® but need technical assistance to take them to the next level. Application rounds are held as resources permit.

Performing Main Street is for those communities who were previously certified National Main Street cities and those communities with advanced downtown programs following the Main Street Approach®. Application rounds are held as resources permit.



Where Place and Time meet

Why Downtown is Important

1. Historic core of community.
2. Includes unique shopping and service activities.
3. Represents vast amount of public and private investment.
4. Provides a sense of community and place.
5. Reflection of how the community views itself and is a critical factor in business retention and recruitment efforts.
6. Most of the downtown businesses are locally owned.
7. Represents a significant portion of the community's tax base.
8. Serves as an incubator for new businesses.
9. Typically a government center.
10. Often the largest employer in town.

Principles of Main Street

The National Trust Main Street Center's experience in helping communities bring their commercial corridors back to life has shown time and time again that the Main Street Four-Point Approach succeeds. That success is guided by the following eight principles which set the Main Street methodology apart from other redevelopment strategies:

1. **Comprehensive:** A single project cannot revitalize a downtown. An ongoing series of initiatives is vital to build community support and create lasting progress.
2. **Incremental:** Small projects make a big difference. They demonstrate that "things are happening" on Main Street and hone the skills and confidence the program will need to tackle more complex problems.
3. **Self-help:** Although Oregon Main Street can provide valuable direction and technical assistance, only local leadership can initiate long-term success through community involvement and commitment to the revitalization effort.
4. **Public/private partnership:** Successful downtown revitalization organizations must have the support and expertise of both the public and private sectors.
5. **Identifying and capitalizing on existing assets:** local assets provide the solid foundation for a successful, unique downtown revitalization initiative.
6. **Quality:** From storefront design and promotional campaigns to special events, quality must be the main goal.
7. **Change:** Changing community attitudes and habits is essential. A carefully planned downtown program will help shift public perceptions and practices to support and sustain the revitalization process.
8. **Action-oriented:** Successful downtown revitalization programs are pro-active. They plan for the future.

Partners and the Main Street Approach®

Local Main Street Programs must involve groups throughout the community to be successful. Different groups have different interests in the downtown. And, while each may have a particular focus, all groups ultimately share the common goal of revitalizing the commercial district. By involving a broad range of constituents in the process, the downtown program can help each group realize that this common goal exists and that cooperation is essential for successful revitalization. By identifying each group's strengths, the downtown program can help focus that group's energy in the areas where it will be most effective. Groups typically involved in successful local downtown revitalization programs include:

- Retail and Service Sector Businesses
- Property Owners
- Chambers of Commerce
- Financial Institutions
- Consumers
- City and County Government
- Economic Development Officials
- Industries
- Hospitals
- Media
- Utilities
- Historic Societies and Historic Preservation Groups
- Civic Organizations
- Schools

"all of us, if we are reasonably comfortable, healthy and safe, owe immense debts to the past. There is no way of course, to repay the past. We can only repay those debts by making gifts to the future." Jane Jacobs

Agenda Item
Fair Board

- [Primary Sponsors](#)
- [Advertising Revenue](#)
- [Group Reservations and Camping Total](#)

2012 PRIMARY SPONSORS

TENNESON ENG. \$1,500 – FAMILY STAGE

FLAGSTONE - \$350 – SENIOR LUNCHEON

MCCOG - \$350 – SENIOR LUNCHEON

CENTURY TEL – FREE INTERNET ON GROUNDS

COASTAL FARM & RANCH - \$700 – OPEN CLASS HORSE SHOW

COASTAL FARM & RANCH - \$2,000 – 4-H PREMIUM MONEY

CASCADE PROPANE - \$2,000 – FRI & SAT NIGHT BANDS

MEL'S SANITATION - \$2,000 – FREE THURSDAY ADMISSION

US BANK - \$350 – BEST OF WASCO COUNTY CONTESTS

AIRCO HEATING - \$1,000 – GENERAL SPONSORSHIP

CHUTE GATE & BILLBOARD ADVERTISING

CHUTE GATES – \$250.00 EA.

GRIFFITH MOTORS

RV MOBILE DR.

M.D. HUNT CONSTRUCTION

COLUMBIA STATE BANK

NORTHWEST WINDSHIELDS

THE DALLES CONCRETE

2 DOGS PLUMBING

URNESS MOTORS

TOTAL - \$2,000.00

BILLBOARDS ON THE BACK OF THE GRANDSTAND - \$300.00 EA.

COLUMBIA RIVER PROPERTIES

WE 3 COFFEE & DELI

OSU WASCO COUNTY EXTENSION

AG. TEQ INC.

NORTHWEST NATURAL GAS CO.

COUGAR EXCAVATION

IMPERIAL RIVER CO.

TWO DOGS PLUMBING

MD HUNT CONSTRUCTION

AUSTIN WELL DRILLING

MEL'S SANITATION

CASCADE PROPANE

BRYANT PIPE

MAUPIN AREA CHAMBER

KRAMER'S MARKET

BARNETT SERVICE

TUM- A- LUM – LUMBER CO.

TOTAL - \$5,100.00

GROUP RESERVATIONS 2012

April 12-15 Sundowners R. V. Club 4-6 R.V.'s
May 24-27 Apostolic Lutheran Church 800-900 people
June 3 Maupin High School Reunion 20-30 people
June 6-10 Mid-Columbia Livestock Show 400-500 people
June 16-24 Rodeo Bible Camp 200-300 people
June 25-July 1 Summit View Church 200-250 people
July 2-8 UMCi Motorcycle Club 50-80 people
July 7-14 Gateway Community Church 250-300 people
July 13-15 Jim Jerome Group 40-50 people
July 20-27 Tim Clever Group 5 R.V.'s
July 21-26 Morning Star Church 200-250 people
July 27-29 Good Shepard Church 100-150 people
July 29-August 4 Boy Scouts 150-200 people
August 2-5 Hanson Family Reunion 15-20 R.V.'s
August 6-8 Grace Chapel Church 40-50 people
August 10-19 Fair Week
Sept. 6-9 Universal Tracking Training 15-20 people
Sept. 20-23 Blue Grass Jamboree 400-600 people
Oct. 11-14 The Honorable Order Of Ancient Motor Homes 20-30 people
Oct. 19-21 Rainbow Campers 5-7 R.V.'s

*Total - 3,786 Campers
Not Counting Fair Week*

Agenda Item

Budget Adjustments

- [Netsmart](#)
- [Bureau of Land Management Grant](#)
- [AD70/City of The Dalles Funds](#)
- [WCCCF](#)
- [Public Works Maintenance](#)

Budget Adjustment Netsmart

- [Budget Adjustment Form](#)
- [Netsmart Invoice](#)
- [Order #12-045](#)

Date	10/09/12	Department	Public Health
Amount Requested	\$21,029	Requested By	Monica Morris
Description of Need	Netsmart maintenance fees were budgeted as a capital expense. The correct place for this expense is in materials & services. This budget adjustment moves the second year of the contract amount out of capital and into materials & services.		
Exp Appropriations	Line Item In: 201.23.7143.52526 Computer Software – Maintenance \$2,000		
	Line Item In: 201.23.7144.52526 Computer Software – Maintenance \$6,150		
	Line Item In: 201.23.7148.52526 Computer Software – Maintenance \$12,879		
	Line Item Out: 201.23.7143.53111 Capital Expenditures \$2,000		
	Line Item Out: 201.23.7144.53111 Capital Expenditures \$6,150		
	Line Item Out: 201.23.7148.53111 Capital Expenditures \$12,879		
Grant Appropriations	Rev Line Item:		
	Exp Line Item:		
Signature	M Morris		

order



Connecting Health and Human Services

Invoice Number: PAPH003049
Invoice Date: 7/31/2012
Customer: 0007102

North Central Public Health District
Attn: Tanya Wray
419 E 7th St
The Dalles, OR 97058-2676
US

Payment Terms: PMT DUE UPON RECEIPT

Page 1 of 1

Netsmart Products and Services

21,028.56

Insight Subscription Year 2

Make check payable to: Netsmart Technologies, Inc.

Please note our new Remittance Address:

Netsmart Technologies, Inc.

P.O. Box 823519

Philadelphia, PA 19182-3519

Subtotal: 21,028.56

Sales Tax: 0.00

Total Due: 21,028.56

3500 Sunrise Highway, Suite D122 Great River, New York 11739

Tel 631-968-2000 Fax 631-969-7400

ar@ntst.com

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IN THE BOARD OF COUNTY COMMISSIONERS
OF THE STATE OF OREGON

IN AND FOR THE COUNTY OF WASCO

IN THE MATTER OF TRANSFERRING \$21,029.00)	
FROM CAPITAL EXPENDITURE ACCOUNTS)	O R D E R
TO MATERIALS AND SERVICES ACCOUNTS)	#12-045
DURING FISCAL YEAR 2012-2013)	

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

IT APPEARING TO THE BOARD: That when the Wasco County Budget for Fiscal Year 2012-2013 was adopted Netsmart Maintenance Fees were budgeted as a capital expense; and

IT FURTHER APPEARING TO THE BOARD: that the correct place for this expense is in materials and services; and

1 IT FURTHER APPEARIN TO THE BOARD: that a budget adjustment is
2 necessary to move the second year of the contract amount out of capital and into
3 materials and services.

4 NOW, THEREFORE, IT IS HEARBY ORDERED: That transfers be made as
5 follows:

6 From Capital Expenditures Account # 201.23.7143.53111	\$ 2,000
7 From Capital Expenditures Account # 201.23.7144.53111	\$ 6,150
8 From Capital Expenditures Account # 201.23.7148.53111	\$12,879
9 To Computer Software – Maintenance Account #201.23.7143.52526	\$ 2,000
10 To Computer Software – Maintenance Account #201.23.7144.52526	\$ 6,150
11 To Computer Software – Maintenance Account #201.23.7148.52526	\$12,879

12 to move the second year of the Netsmart contracted amount out of capital and into
13 materials and services.

14 DATED this 17th day of October, 2012.

15
16 WASCO COUNTY BOARD OF
17 COUNTY COMMISSIONERS

18
19 _____
Rod L. Runyon, Chair of Commission

20
21 APPROVED AS TO FORM:

22 _____
Sherry Holliday, County Commissioner

23 _____
Eric J. Nisley
24 Wasco County District Attorney

25 _____
Scott C. Hege, County Commissioner

2- ORDER

Budget Adjustment
Bureau of Land Management Grant

- [Budget Adjustment Form](#)
- [Purchase Order](#)
- [Resolution #12-017](#)

Date	10/09/12	Department	Sheriff
Amount Requested	\$10,000	Requested By	Lane Magill
Description of Need	BLM Prineville Dist Office has additional money for Wasco County to patrol the BLM forest. This money was not anticipated during the budget process because the state, which provides this money, had not acknowledged any future funds would be available. These funds were decided on and made available on 09/10/2012.		
Exp Appropriations	Line Item In:		
	Line Item Out:		
Grant Appropriations	Rev Line Item: 101.16.5131.412.695 – BLM Patrol		
	Exp Line Item: 101.16.5131.51125 – BLM Contract Patrol		
Signature	M Morris		

need resolution

ORDER FOR SUPPLIES OR SERVICES

PAGE OF PAGES

1

2

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

1. DATE OF ORDER 09/10/2012		2. CONTRACT NO. (If any)		6. SHIP TO:	
ORDER NO. L12PX01947		4. REQUISITION/REFERENCE NO. 0040056470		a. NAME OF CONSIGNEE BLM-OR PRINEVILLE DISTRICT OFFICE*	
5. ISSUING OFFICE (Address correspondence to) BLM OR-PRINEVILLE DIST OFC(ORP00) 3050 NE 3RD STREET PRINEVILLE OR 97754				b. STREET ADDRESS 3050 NE THIRD ST	
				c. CITY PRINEVILLE	e. ZIP CODE 97754
7. TO:				f. SHIP VIA	
a. NAME OF CONTRACTOR COUNTY OF WASCO				8. TYPE OF ORDER	
b. COMPANY NAME				<input checked="" type="checkbox"/> a. PURCHASE <input type="checkbox"/> b. DELIVERY	
c. STREET ADDRESS 2705 E 2ND ST				REFERENCE YOUR: Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated.	
d. CITY THE DALLES		e. STATE OR	f. ZIP CODE 97058-2237		
9. ACCOUNTING AND APPROPRIATION DATA See Schedule				10. REQUISITIONING OFFICE BLM-OR PRINEVILLE DISTRICT OFFICE*	
11. BUSINESS CLASSIFICATION (Check appropriate box(es))					
<input type="checkbox"/> a. SMALL <input checked="" type="checkbox"/> b. OTHER THAN SMALL <input type="checkbox"/> c. DISADVANTAGED <input type="checkbox"/> d. WOMEN-OWNED <input type="checkbox"/> e. HUBZone <input type="checkbox"/> f. SERVICE-DISABLED VETERAN-OWNED <input type="checkbox"/> g. WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOSB PROGRAM <input type="checkbox"/> h. EDWOSB					
13. PLACE OF				12. F.O.B. POINT	
a. INSPECTION Destination		b. ACCEPTANCE Destination		Destination	
14. GOVERNMENT B/L NO.		15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date) 09/30/2013		16. DISCOUNT TERMS	

17. SCHEDULE (See reverse for Rejections)

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	Law Enforcement Services from Wasco County Sheriff's Office Admin Office: BLM OR PRINEVILLE DIST OFC(ORP00) 3050 NE 3RD STREET PRINEVILLE OR 97754 Continued ...					
18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		17(h) TOTAL (Cont. pages)
21. MAIL INVOICE TO:						
a. NAME		Invoice Processing Platform System				\$10,000.00
b. STREET ADDRESS (or P.O. Box)		US Department of Treasury http://www.ipp.gov				
c. CITY		d. STATE	e. ZIP CODE		\$10,000.00	17(i) GRAND TOTAL
22. UNITED STATES OF AMERICA BY (Signature)				23. NAME (Typed) Sandra K Chandler TITLE: CONTRACTING/ORDERING OFFICER		

ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION

PAGE NO

2

NOTE: Mark all packages and papers with contract end/or order numbers.

ORDER CONTRACT NO.

ORDER NO.

10/2012

L12PX01947

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
00010	<p>LE Patrol Services</p> <p>Accounting Info: 01 Account Assignment: K G/L Account: 6100.252R0 Business Area: L000 Commitment Item: 252R00 Cost Center: LLOR980000 Functional Area: L19900000.NU0000 Fund: XXXL1109HF Fund Center: LLOR980000 PR Acct Assign Line: 01 Funded: \$5,000.00</p> <p>Accounting Info: 02 Account Assignment: K G/L Account: 6100.252R0 Business Area: L000 Commitment Item: 252R00 Cost Center: LLOR980000 Functional Area: L16510000.IA0000 Fund: XXXL1109AF Fund Center: LLOR980000 PR Acct Assign Line: 02 Funded: \$5,000.00 Period of Performance: 09/10/2012 to 09/30/2013</p> <p>The total amount of award: \$10,000.00. The obligation for this award is shown in box 17(i).</p> <p>now 101.165131.412.695 - 8776 increase to 101.16.5131.51125 - 18776</p>				10,000.00	

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))

\$10,000.00

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

IN THE MATTER OF ACCEPTING AND)
APPROPRIATING UNANTICIPATED) R E S O L U T I O N
BUREAU OF LAND MANAGEMENT) #12-017
GRANT FUNDING DURING FISCAL)
YEAR 2012-2013.)

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

IT APPEARING TO THE BOARD: That at the time of the adoption of the 2012-2013 Budget Document the Wasco County Sheriff's Office did not anticipate that the Bureau of Land Management would have additional money for Wasco County to patrol the BLM forest; and

IT FURTHER APPEARING TO THE BOARD: That this money was not anticipated during the budget process because the state, which provides this money, had not acknowledged any future funds would be available, and;

IT FURTHER APPEARING TO THE BOARD: That these funds were decided on and made available on September 10, 2012, and;

IT FURTHER APPEARING TO THE BOARD: That ORS 294.326 (2) exempts Grant funds from the budget process if they are received and expended in the same Fiscal Year.

NOW, THEREFORE, IT IS HEREBY RESOLVED: That \$10,000.00 in unanticipated Bureau of Land Management Grant Funding are accepted to the Sheriff Department Law Enforcement Division Account #101.16.5131.412.695 entitled "BLM Patrol" and are appropriated to the Sheriff Department Law Enforcement Division Account #101.16.5131.51125 entitled "BLM Contract Patrol" for expenditure during Fiscal Year 2012-2013.

DATED this 17th day of October, 2012.

WASCO COUNTY BOARD
OF COMMISSIONERS

Rod L. Runyon, Chair of Commission

APPROVED AS TO FORM:

Sherry Holliday, County Commissioner

Eric J. Nisley
Wasco County District Attorney

Scott C. Hege, County Commissioner

Budget Adjustment
AD70 Grant/City of the Dalles Donation

- [Budget Adjustment Form](#)
- [Resolution #12-018](#)

IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON

IN AND FOR THE COUNTY OF WASCO

IN THE MATTER OF ACCEPTING AND)	
APPROPRIATING UNANTICIPATED)	
AD70 GRANT FUNDING AND CITY OF)	R E S O L U T I O N #12-018
THE DALLES DONATIONS DURING)	
FISCAL YEAR 2012-2013)	

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

IT APPEARING TO THE BOARD: That at the time of the adoption of the 2012-2013 Budget Document the Wasco County Commission on Children and Families was not aware of two contracts: 1) AD70 Grant Contract from the State of Oregon in the amount of \$37,500.00, 2) City of the Dalles Donation Contract for Youth Think activities in the amount of \$16,000; and

IT FURTHER APPEARING TO THE BOARD: That ORS 294.326 (3) allows appropriation by resolution of awarded money to be expended in the current Fiscal Year.

NOW, THEREFORE, IT IS HEREBY RESOLVED: That \$37,500.00 in unanticipated AD70 Grant Funding and \$16,000.00 in City of The Dalles Youth Think Grant Funding are accepted and appropriated as follows:

Revenue Line Item: 232.24.5232.416.608 State AD70 Grant	\$37,500
Expenditure Line Item: 232.24.5232.52423 Contract Services AD70	\$37,500
Revenue Line Item: 232.24.5232.419.434 Donations Drug Free Comm.	\$16,000
Expenditure Line Item: 232.24.5232.52409 Contract Services Other	\$16,000

for expenditure during Fiscal Year 2012-2013.

DATED this 17th day of October, 2012.

WASCO COUNTY BOARD
OF COMMISSIONERS

Rod L. Runyon, Chair of Commission

APPROVED AS TO FORM:

Sherry Holliday, County Commissioner

Eric J. Nisley
Wasco County District Attorney

Scott C. Hege, County Commissioner

Budget Adjustment WCCCF

- [Budget Adjustment Form](#)
- [Order #12-046](#)

Date	10/09/12	Department	CC&F
Amount Requested	\$24,999	Requested By	Molly Rogers
Description of Need	This is a budget request to move \$24,999 out of personal services and into materials and services. This is a result of the Staff Director leaving and contracting with an outside source to complete our contract/grant obligations as this fund transitions.		
Requirement Appropriations	Line Item In:		
	Line Item In: 232.24.5232.52409 – Contract Services - Other		
	Line Item Out: 232.24.5232.51510 – CC&F Staff Director		
	Line Item Out:		
Grant Appropriations			
Signature	M Morris need order please		

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IN THE BOARD OF COUNTY COMMISSIONERS
OF THE STATE OF OREGON

IN AND FOR THE COUNTY OF WASCO

IN THE MATTER OF TRANSFERRING \$24,999.00)	
FROM PERSONAL SERVICES ACCOUNT)	O R D E R
TO MATERIALS AND SERVICES ACCOUNT)	#12-046
DURING FISCAL YEAR 2012-2013)	

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

IT APPEARING TO THE BOARD: That when the Wasco County Budget for Fiscal Year 2012-2013 was adopted the Wasco County Commission on Children and Families was staffed with an Administrator who was a paid employee of Wasco County; and

IT FURTHER APPEARING TO THE BOARD: that the Administrator resigned in July, 2012; and

1 IT FURTHER APPEARING TO THE BOARD: that the WCCCF will not
2 exist beyond June 30, 2013 and that it is more cost effective to contract someone
3 to complete WCCCF contract/grant obligations as the Commission sunsets; and

4 IT FURTHER APPEARING TO THE BOARD: that a budget adjustment is
5 necessary to move funds in order to fulfill said contract, and;

6 NOW, THEREFORE, IT IS HEARBY ORDERED: That \$24,999.00 be
7 transferred from CC&F Staff Director Account #232.24.5232.51510 to Contract
8 Services – Other Account #232.24.5232.52409 to allow for payment of contracted
9 services.
10

11 DATED this 17th day of October, 2012.

12 WASCO COUNTY BOARD OF
13 COUNTY COMMISSIONERS

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15 _____
Rod L. Runyon, Chair of Commission

16
17 APPROVED AS TO FORM:

18 _____
Sherry Holliday, County Commissioner

19 _____
Eric J. Nisley
20 Wasco County District Attorney

21 _____
Scott C. Hege, County Commissioner

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25
2- ORDER

Budget Adjustment Public Works Maintenance

- [Budget Adjustment Form](#)
- [Order #12-047](#)

Date	10/11/12	Department	Facilities
Amount Requested	\$11,500	Requested By	Fred Davis
Description of Need	As part of the structure change within Wasco County, facilities dept is now responsible for the maintenance of the County building, rather than the department that is housed in that building. This is a new process this fiscal year and the budget was not appropriated to accommodate this structure change.		
Exp Appropriations	Line Item In: 101.17.5121.52834-BLDG REPAIR & MAINT - PUBLIC WORKS		
	Line Item Out: 101.99.9101.57101-CONTINGENCY		
Grant Appropriations	Rev Line Item:		
	Exp Line Item:		
Signature	M Morris order please		

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

IN THE MATTER OF TRANSFERRING \$11,500.00)	
FROM GENERAL FUND CONTINGENCY)	O R D E R
TO GENERAL FUND BUILDING REPAIR AND)	#12-047
MAINTENANCE - PUBLIC WORKS DURING)	
FISCAL YEAR 2012-2013)	

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

IT APPEARING TO THE BOARD: That when the Wasco County Budget for
Fiscal Year 2012-2013 was adopted the Wasco County Public Works Department
was responsible for their own building maintenance; and

1 IT FURTHER APPEARING TO THE BOARD: That as part of the structure
2 change within Wasco County, the Wasco County Facilities Department is now
3 responsible for the maintenance of the Wasco County Public Works building; and

4 IT FURTHER APPEARING TO THE BOARD: That this is a new process
5 this fiscal year and the budget was not appropriated to accommodate this structure
6 change.

7 NOW, THEREFORE, IT IS HEREBY ORDERED: That \$11,500.00 be
8 transferred from Contingency Account #101.99.9101.57101 to the newly created
9 Building Repair and Maintenance – Public Works Account #101.17.5121.52834 to
10 allow the Wasco County Facilities Department access to funds designated to
11 cover the cost of building maintenance and repair for the Wasco County Public
12 Works building.
13

14 DATED this 17th day of October, 2012.

15 WASCO COUNTY BOARD OF
16 COUNTY COMMISSIONERS

17
18 _____
Rod L. Runyon, Chair of Commission

19
20 APPROVED AS TO FORM:

21 _____
Sherry Holliday, County Commissioner

22 _____
Eric J. Nisley
23 Wasco County District Attorney

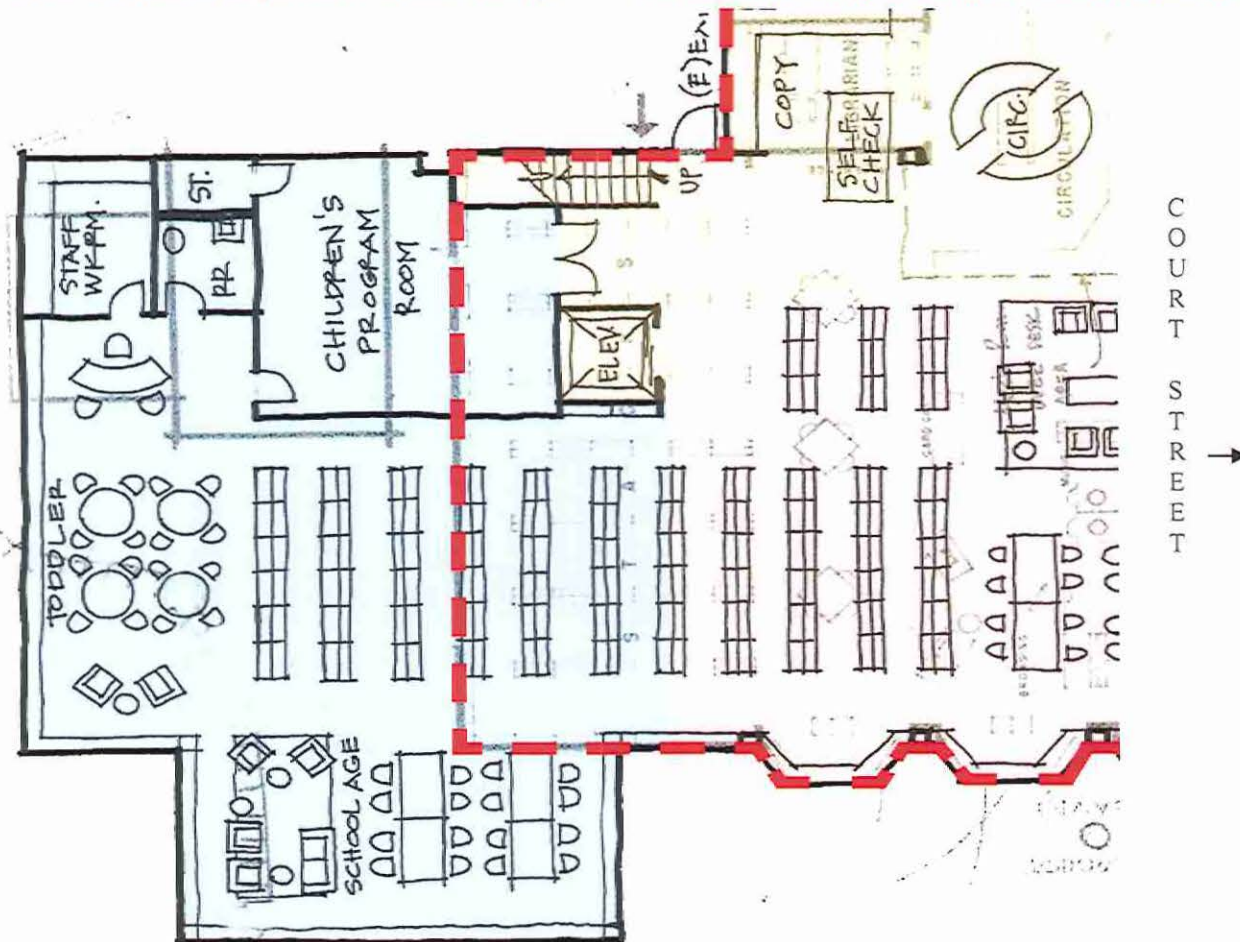
24 _____
Scott C. Hege, County Commissioner

25
2- ORDER

Below is part of a sketch of the ground floor
by Architectural Schematics: Fletcher Farr Ayotte Inc.

Blue: Proposed expansion of the library

Red Outline: A part of the existing building



With your help

We're ready to raise construction funds to make more room for our children and youth—A beautiful addition to our library building, our town and our community.

Please make your tax-deductible contributions payable to:

The Dalles-Wasco County Library Foundation
722 Court Street, The Dalles Oregon 97058
541-296-2815

Our kids need more



Room to Read

We're

- Bursting at the Seams!
- Spilling over into the book shelves!
- Filling up the main Library room with children!
- We're **crowded!**

The Dalles-Wasco County Library Foundation goal is to raise funds for a new space at our library devoted to our children and youth.

We must show that our community supports our plan. We need to raise \$200,000 of the estimated \$1.2 million cost from local contributions in order to make successful grant applications for the remaining dollars.

A Room to Read—Where our children and youth open worlds of knowledge and imagination.



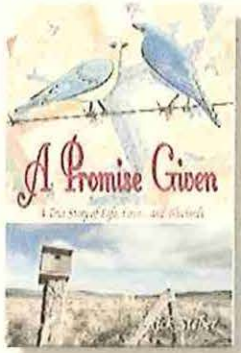
We're proposing a two story, 4,352 square foot expansion of the library for serving our young people from toddlers to teenagers. The expansion frees up space in the main library room for all our patrons.

The expansion will include:

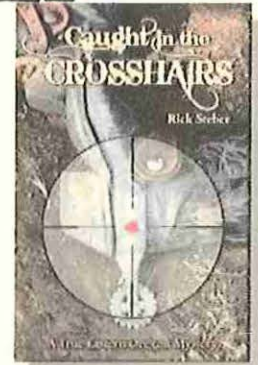
- a Technology center
- Study rooms
- The children's book and media collections
- Child-size comfortable seating for reading and Story Hours
- Activity Areas
- Storage space for supplies for programs and activities
- Space for looking at bugs, reptiles and other marvelous things, enjoying children's programs, reading with grandpa and grandma, and more . . .

**Spend an evening with
Western author**

RICK STEBER



**Sunday, October 21
5 p.m.
Discovery Center**



Cost \$10/person or \$25/family

**Includes membership in
The Dalles-Wasco County Friends of the Library
Hors d'oeuvres
Program
All ages Welcome**

Tickets available at Klindt's, Waucoma, the Library and at the door

This program is the kick-off event for the Library Expansion project

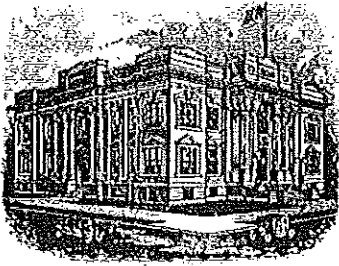
"Room to Read"

**Which will focus on expanding The Dalles Wasco County Public Library with a new
section for children and youth. We're running out of room!**



Sponsored by The Dalles-Wasco County Library Foundation and the Libraries of Eastern Oregon (LEO)





WASCO COUNTY

DEPARTMENT OF YOUTH SERVICES

Juvenile Justice Division
202 East Fifth Street
The Dalles, Oregon 97058-2220
(541) 506-2660
Fax: (541) 506-2661

Molly Rogers
Director

Date: October 16, 2012

To: Wasco County Board of Commissioners
Tyler Stone, Administrator, Wasco County

From: Molly Rogers, Director, Wasco County Youth Services

Re: Contract Presentation

The contract presented to you today for the coordination of services through the Wasco County Commission on Children and Families. The contract is recommended for approval following a vote of the Wasco County Commission on Children and Families, Monday October 8, 2012. Three proposals were received from three entities and the one presented by Child Care Partners through the Columbia Gorge Community Colleges most closely meets the current and pressing needs of the Commission work.

Members of the Executive Committee and the Early Childhood Committee all reviewed the proposals prior to the vote of the Commission, and agreed that Child Care Partners would be successful and completing the scope of work.

I respectfully request approval. I have followed the county procurement policies based on the amount awarded. All documentation is available for review if requested. Later in the agenda there will be a request to transfer funds from the personnel portion of the Commission budget to materials and supplies to accommodate the contract request.

It is our hope to have a fully executed contract by the first of November.

Respectfully submitted,

Molly Rogers, *MJM*