

**WASCO COUNTY BOARD OF COMMISSIONERS**  
**REGULAR SESSION / AGENDA WEDNESDAY, December 19, 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 and at other times throughout the meeting; please wait for the current speaker to conclude and 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)  
[Treasurer's Report](#), [Fee Waiver Request](#), [Needs & Issues](#), [Production Tax Credit](#), [NCPHD Transition](#)
- [Consent Agenda](#) (Items of a routine nature: minutes, documents, items previously discussed.) [Minutes: 12.05.2012](#), [Budget Officer Re-Appointment](#), [Budget Committee Re-Appointment](#)

9:30 a.m.      [Fee Waiver Requests](#) – John Roberts

10:00 a.m.      [Smoking Policy](#) – Mary Gale & Teri Thalofer

10:15 a.m.      [Weed Council Appointments](#) – Marty Matherly

10:30 a.m.      [Homeless Persons Memorial Day](#) – Jim Slusher

10:45 a.m.      [Youth Services Merchant Cards Policy](#) – Molly Rogers

11:00 a.m.      [NORCOR Funding Formula](#) – Tyler Stone

11:45 a.m.      [Bomb Threat Response - After Action Report](#) – Lane Magill

[Executive Session](#) – Pursuant to ORS 192.660(2)(i) Performance Evaluation of Public Employee

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



WASCO COUNTY BOARD OF COMMISSIONERS  
REGULAR SESSION  
DECEMBER 19, 2012

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

At 9:00 a.m. Chair Runyon opened the Regular Session of the Board of Commissioners with the Pledge of Allegiance. The Public Health ODS Community Health Participating Clinic Agreement, previously emailed to the Board, was added to the Discussion List.

**Discussion List – Needs & Issues**

Mr. Stone presented the Needs & Issues request made by the Wasco County Economic Development District. He explained that the County has completed these forms for the past four years but due to the lack of funding, results have been disappointing. He went on to say that a considerable amount of time goes into preparing the forms and he wanted to be sure that any projects submitted were worth the effort.

Commissioner Hege clarified by saying that in past years this was a funded process but since the money has dried up, many counties do not even engage in the procedure. He added that any projects added to the list may go on MCEDD's list of requests for funding from the federal government, but that it is important to balance the time involved against the slim possibility of reward.

John Roberts, Planning Director, came forward to say that his department needs to find a way to sustain the GIS project. It is difficult because there is no clearly defined beginning and end. Mr. Stone added that the County has the 10<sup>th</sup> Street project which faces major obstacles and the armory.

After some discussion regarding the timing of submission, the Board concluded that if any projects are to be submitted, a title and brief description would be all that would be necessary until something came back with the possibility of

funding. Commissioner Hege advised that Mr. Stone's projects might benefit from submission, while it was unlikely that Mr. Robert's would be worth the effort to submit.

**Open to Departments – IS Back-up System**

Paul Ferguson, Information Systems Manager, came forward to propose that budgeted money not expended for the as yet unfilled Information Systems Analyst position be used to upgrade the software for the IS back-up system. The vendor has offered a \$9,000.00 discount which expires on December 21, 2012. He requested permission to green-light the work and return in January with a budget adjustment to move the funding to the appropriate account for payment. Mr. Stone added we also have an opportunity to initiate support for our video camera system at a deeply discounted rate if we want to use the same funds to initiate the support contract.

Commissioner Hege asked if there had been problems with the company providing the service. Mr. Ferguson replied that there had been some problems but the company had been sold and the new owners have been much more responsive.

Further discussion revealed that funds may be available through Court Security. Mr. Stone will contact Judge Wolf to explore the possibility.

{{{Commissioner Holliday moved to approve the request to designate unused personnel funds to pay for upgrades to the IS back-up system. Commissioner Hege seconded the motion which passed unanimously.}}}

**Consent Agenda – 12.5.2012 Regular Session Minutes, Budget Officer and Budget Committee Appointments**

{{{Commissioner Hege moved to approve the Consent Agenda. Commissioner Holliday seconded the motion which passed unanimously.}}}

**Discussion List – Fee Waiver Request Washington Surveying & Rating Bureau**

The Board discussed the letter submitted by Jami Donaldson requesting a fee waiver for Wasco County GIS data. Chair Runyon reported having a discussion with the County's insurance agent which revealed that although the Washington-based company is non-profit, they would still be competition. The information they seek is what they sell; he feels it is not appropriate to grant a waiver especially without consulting with affected partners.

Commissioner Holliday added that they can get the information by calling fire districts, etc.; they would just have to work for it. She stated she is not in favor of the waiver.

Commissioner Hege concurred, asking that partners be consulted before the Board makes a final decision.

**\*\*\*With consensus to not move on the request until consulting with partners, Tycho Granville, GIS Coordinator, was asked to work with Ms. White to generate a letter to the appropriate partners requesting their feedback\*\*\***

**Agenda Item – Fee Waiver Requests**

John Roberts, Planning Director, came forward to provide further information regarding fee waiver requests considered at the 12.5.2012 BOCC session: Delta Energy Club and Columbia Land Trust.

Dan Spatz, CGCC Chief Institutional Advancement Officer and Executive Director of Columbia Gorge Community College Foundation, joined Mr. Roberts to support the waiver request for the Delta Energy Club. He explained that the project has multiple goals: to reduce operating costs, increase visitor traffic and support student education. He acknowledged that Friends of the Gorge has expressed some reservations about the project, but assured the Board that the solar array will be angled so as not to reflect in the scenic area. He also explained that they have tentative funding commitments, but will need the permit in order to actually move forward for funding.

Mr. Stone asked if the college would be taking on the maintenance of the solar array for the duration of its lifespan. Mr. Spatz replied that it would be part of the student education piece. He explained they have a similar process with their hydro power project.

Commissioner Hege noted that the kilowatt caps are fairly low. Mr. Spatz responded that although he does not expect the project to exceed the cap, he his talks with the agencies have indicated the possibility of increasing the cap.

**{{{Commissioner Holliday moved to approve the Delta Energy Club request for a fee waiver for the Discovery Center Community Solar Project. Commissioner Hege seconded the motion which passed unanimously.}}}**



**\*\*\*Chair Runyon asked Mr. Spatz if a letter of support from the BOCC would be useful. Mr. Spatz welcomed the letter. The Board was in consensus to provide a letter of support for the Discovery Center Community Solar Project. Ms. White will draft a letter for signatures.\*\*\***

At 9:44 a.m. Chair Runyon called for a recess.

The session reconvened at 9:48 a.m.

Mr. Roberts then brought forward the fee waiver request from Columbia Land Trust, reviewing his memo (included in packet) for the Board. The first property in question is 122 acres where the Trust sees a potential for future trails. The appraiser concluded that one or two houses could go on that property. The second property, .97 acres, is the western bookend to properties the Trust would like to acquire and is mixed zoning with the possibility for one house. He explained that the Trust could apply for a direct exemption and pay no property taxes; by doing this, they will pay between \$100 and \$150 per year in property taxes.

Commissioner Hege asked what the taxes currently are on those properties. Mr. Roberts replied that they are probably between \$1,500 and \$2,000 per year. Commissioner Hege expressed concern that we are reducing our tax base, saying that we really do not need more public land. Furthermore, although the Trust says it will be open space with public access, they do not have to allow public access; in which case we have taken the land off the tax roll with no benefit to the County.

Chair Runyon added that it is unfortunate that the County has no ability to affect who buys the land and therefore cannot control that circumstance.

**{{{Commissioner Holliday moved to grant the fee waiver requested by Columbia Land Trust for the Four Sisters property and IN 12E 14 1600. Commissioner Hege seconded the motion which passed unanimously.}}}**

Mr. Roberts concluded with an explanation of the entities permanently exempted from fees. He stated that he would need to do more research, but as he understands it, in 2003 one entity was aggressive in petitioning for a permanent waiver; other like-entities tapped into the process and were also exempted from fees.

Commissioner Hege asked who is on the list. Mr. Roberts did not have the list available but Commissioner Holliday responded that it was all government entities and some non-profits.

Commissioner Hege asked if the fee waiver was reciprocal – do the entities on the list waive their fees for the County. Mr. Roberts responded that he would have to look into it further, but he does not think the County has been reciprocally exempted from any fees. He added that the Planning Department fee schedule is in need of updating and he expects bring something to the Board in April.

Mr. Stone asked if there is the ability and/or desire to change the code to prevent the encumbering of land with restrictive easements or zoning and then flipping the land once it is encumbered saying he did not expect an answer now, but

**Discussion Item – ODS Participating Clinic Agreement**

hoped all would consider the question and respond after thoughtful reflection. Teri Thalhofer, Public Health Director, came forward to support of the ODS Participating Clinic Agreement, explaining that this is similar to the contract previously signed with Pacific Source; this contract is with the newly established Eastern Oregon CCO. She went on to say that the contract had been reworked twice to conform to statutes. In addition, it has been approved by CIS. It has a one-year term so that it may be reviewed for improvements.

Commissioner Hege asked if Sherman & Gilliam Counties are in support of the contract since the services will be provided to their counties. Ms. Thalhofer replied that they are in support of the contract.

**{{{Commissioner Hege moved to approve the ODS Community Health, Inc. Participating Clinic Agreement Oregon Health Plan & North Central Public Health District Wasco-Sherman-Gilliam Counties. Commissioner Holliday seconded the motion which passed unanimously.}}}**

**Agenda Item – Tobacco Policy**

Mary Gale, Community Health Promoter/Educator, joined Ms. Thalhofer to present the Wasco County Tobacco Policy included in the Board packet. Ms. Gale said that since the policy is being piloted where criminal offenders are present, it would be especially important to have Board support for the policy. She also stated that they would need the support of the tenants of Annexes A and B, which they have only in-part. She went on to say that the policy extends to the sidewalk, as neighbors do not want smokers outside their door.

Mr. Stone pointed out that the County does not have jurisdiction over public sidewalks and could only enforce such a policy with employees, not with the public. Chair Runyon asked that the language be changed from "prohibited" to "discouraged." Commissioner Holliday agreed, saying that extending the policy to a public sidewalk is problematic. Ms. Thalhofer replied that she does not want to push the problem off to neighboring properties. Commissioner Holliday pointed out that the designated smoking area was closer than going to the sidewalk making it unlikely that smokers would walk farther to use the sidewalk area. Mr. Stone suggested that language be added as to why smokers are being discouraged from using the sidewalk.

Chair Runyon stated that Molly Rogers, Youth Services Director, had expressed some concern regarding work crew smoking while waiting to be picked up. Commissioner Holliday suggested that perhaps cessation materials could be provided to them. Ms. Gale responded that care kits are being assembled for them as well as other smokers wishing to quit.

Chair Runyon interjected that he believed they had previously discussed a timeline for reviewing the policy. Commissioner Holliday agreed saying that she thought it was a year. Ms. Gale resisted the idea of a review saying she wanted to plan for success rather than setting a time to pull the policy. Further discussion resulted in an agreement that the Health Department would report on the policy in one year.

Discussion around the approach to implementation produced an agreement that it would be done in a positive way with kindness and respect rather than approaching it from an enforcement perspective. Mr. Stone expressed reservations about the lack of shelter and seating in the designated smoking area. Ms. Thalhofer explained that she could not spend their dollars to provide those items and that the goal would be to make it less attractive for smokers to smoke; Commissioner Holliday added that when she smoked, none of those things mattered to her – she would have gone out in a blizzard to smoke.

Agreed-upon changes to the policy were to:

- Change "prohibited" to "discouraged" in item #2 on page 1
- Correct the spelling of "tobacco" in the title of the policy
- Add "respectfully" in item #7 on page 2
- Make it clear that the policy applies only to the Annex properties.

{{{Commissioner Hege moved to approve the Tobacco Policy with the above noted changes. Commissioner Holliday seconded the motion which passed unanimously.}}}

**Agenda Item – Weed Council Appointments**

Marty Matherly, Public Works Director, came forward to make recommendations regarding appointments/re-appointments to the Weed Council. Three members were up for re-appointment:

- John Clausen
- Carolyn Wright
- Keith Smith

In addition, he explained that the Weed Council can have up to ten members and currently has only eight. He recommended the appointment of Sherry Holliday to the Council.

{{{Chair Runyon moved to approve the appointment of Sherry Holliday and the reappointments of John Clausen, Carolyn Wright and Keith Smith to the Weed Council. Commissioner Hege seconded the motion which passed unanimously.}}}

**Agenda Item – Homeless Persons Memorial Day Proclamation**

Jim Slusher, Mid-Columbia Community Action Council Executive Director, came forward and explained that he is requesting the proclamation to designate the longest night of the year, December 21, 2012, as Homeless Persons Memorial Day. They will be having a service on the Court House steps that evening to raise awareness of the plight of homeless persons in Wasco County.

{{{Commissioner Holliday moved to approve the Proclamation declaring December 21, 2012 to be Homeless Persons Memorial Day. Commissioner Hege seconded the motion which passed unanimously.}}}

**Agenda Item – Youth Services Merchant Cards Policy**

Molly Rogers, Youth Services Director, came forward and reviewed the documents submitted in the Board Packet. She said that her department already had the capacity to accept credit cards but needs a policy to protect the County. She explained that she had worked with Mr. Stone and Ms. Morris, Finance Manager, to develop the policy and believes that it will meet the needs of the County. She added that Youth Services will not be taking card information over the phone as she feels it would not be wise to do so when dealing with youth

offenders. Chad Krause, County Treasurer, interjected that transactions cannot be denied based on the user's inability or refusal to produce identification.

Ms. Rogers went on to say that she understands the difficulty for those who live further away and she will be watching to see how many clients experience problems due to the no-phone transactions policy. She said she might consider accepting payment online rather than allowing phone transactions.

Commissioner Hege asked if there is already a County-wide merchant card policy. Mr. Krause replied that there is not; each department has their own formal or informal policy. He said it could be challenging to create a County-wide policy as each department has a unique situation. Commissioner Hege suggested it would be worth exploring having a basic policy that could be modified to adjust to department needs.

Brief discussion ensued regarding which departments currently accept credit/debit cards and what policies they may have in place. Commissioner Hege stated he would like to see some work done on the Youth Services policy to make it suitable for County-wide use.

**\*\*\*The Board's consensus was for Ms. Rogers to move forward with implementation of the policy.\*\*\***

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

After a brief review of the Treasurer's Report, the Board asked Mr. Krause to return at a future session to review the County Investment Policy saying they would appreciate his input. Mr. Krause agreed to do so.

Chair Runyon called a recess at 11:03 a.m.

The Session reconvened at 11:07 a.m.

#### **Department Head Item – NORCOR Eden Request**

Ms. Morris came forward to present a request she had received from Jim Weed, NORCOR Administrator, to become a sub-agent of Wasco County in using Eden as their financial software system. It will cost them considerably less to be our sub-agent than it would to sign on as a stand-alone entity. Ms. Morris stated that she had no issues with the idea; Eden has security controls that would not allow either entity to see the other's data. Mr. Weed will be presenting the idea to his board this week and has agreed to pay any direct costs for the set-up.

Chair Runyon stated that he would like for the payment to be worked out in detail. Mr. Stone supported the idea.

**\*\*\*The Board's consensus is to go forward with the plan to allow NORCOR to be a sub-agent of Wasco County in the Eden system.\*\*\***

**Discussion Item – Production Tax Credit**

Commissioner Hege reminded the Board that they had sent in letters of support last year for this tax credit. The credit is due to expire in a couple of weeks. Although the industry wants the credit extended, many others would like to see it expire – Commissioner Hege advocated for the phasing out of the credit. He explained that there are three projects in the County that will be affected; he believes support for the extension as outlined in the letter is reasonable.

**\*\*\*The consensus of the Board was to move forward with sending the letters to Senator Wyden and Congressman Walden.\*\*\***

**Discussion Item – Public Health Transition**

Mr. Stone stated that Public Health has requested the transfer of the Hazardous Waste Buildings from Wasco County to Public Health as part of the transition process. There are two buildings – one in Wasco County and one in Hood River County. The land for both is leased, but the buildings are owned by Wasco County and were built with funds from all counties involved. Mr. Stone said that although there are some legal details to work through, he is in support of the transfer.

Mr. Stone went on to outline the questions being asked regarding Public Health's post-transition participation in the County Vehicle Plan. While it is generally accepted that Public Health will participate in the roll-down program where they would benefit from saving and the County would be credited for the in-kind, it is not clear whether or not they should participate in the new vehicle purchasing.

Commissioner Hege asked Mr. Stone to clarify the consequences of allowing Public Health to continue to participate in the new vehicle purchasing. Mr. Stone explained that the Vehicle Committee has to prioritize vehicle purchases. Purchasing a new Public Health vehicle could have an impact on the vehicle plan mileage, age and roll down thresholds.

Chair Runyon asked that the Vehicle Committee meet and return to the Board with their recommendations.

**Commission Call – Deschutes River Management Plan**

Commissioner Holliday, who has served as the Wasco County representative on the Deschutes River Management Plan, reported that the City of Maupin had said they would like another member of the BOCC to take her place on the Committee. She had asked them to select, but they had responded that either Commissioner Hege or Commissioner-Elect Kramer would be fine and left it to the BOCC to make the selection. Commissioner Holliday reminded the Board that they had no obligation to sit on the Committee and could chose to not appoint anyone to serve.

**\*\*\*The Board's consensus was to make that selection following Commissioner-Elect Kramer's installation as a County Commissioner.\*\*\***

Commissioner Holliday went on to say that there had been a discussion about the collection of fees – should the BLM collect fees and transfer them to the tribes? There was some question about the legality of collecting fees for a private entity; if they were to designate the funds for site maintenance it might be doable, but the Tribe plans to place the money in general funds. Commissioner Holliday requested to be included on the conference call since she can provide historical knowledge.

**Agenda Item – NORCOR Funding Formula**

Mr. Stone displayed an explanatory presentation along with a spread sheet (attached) to clarify the proposed funding formula for NORCOR. He stated that the recommendation from Mr. Weed is to go forward. The formula includes a 10% credit for Wasco County in the first year and a 7.5% credit the following years; the credit is compensation for the costs borne by Wasco County due to the location of the facility within Wasco County. The credit is divided among the other participating Counties for payment within the formula. The formula encompasses both adult and juvenile beds and is based on a rolling five year average. He pointed out that the numbers used in the presentation are similar to what would have happened in this fiscal year and are just for the purpose of demonstrating how the formula works. Although there is no way to accurately predict usage, Mr. Stone expects costs to remain static for the next year. However, if other counties usage drops it will increase the Wasco County percent of use and will negatively impact Wasco County's rolling average – it is a race to the bottom.

Commissioner Holliday added that all Hood River and Sherman Counties have signed and have agreed to move forward in good faith; Gilliam County is set to meet today and she expects they will approve the formula at their session. She said that if they don't understand the impact, then we will be in the same position again and have to renegotiate.

Mr. Stone recommended that the Board approve the formula and go forward in good faith.

**{{{Commissioner Hege moved to approve the Joint Resolution Establishing the Allocation of Costs for the Counties Subsidies of NORCOR Corrections and Adopting the Formula for Funding. Commissioner Holliday seconded the motion which passed unanimously.}}}**

Chair Runyon recessed the session at 12:05 p.m. to open an Executive Session.

"The Wasco County Board of Commissioners will now meet in executive session for the purpose of discussing Security Programs.

The Executive Session is held pursuant to ORS 192.660(2)(m) which allows the Commission to meet in executive session to discuss security programs.

Representatives of the news media and designated staff shall be allowed to attend the executive session. All other members of the audience are asked to leave the room. Representatives of the news media are specifically directed not to report on any of the deliberations during the executive session, except to state the general subject of the session as previously announced. No decision may be made in executive session. At the end of the executive session, we will return to open session and welcome the audience back in to the room."

Executive Session was adjourned at 12:32 p.m.

Regular session reconvened at 12:32 at which time Chair Runyon called a brief recess.

At 12:42 Chair Runyon reconvened the regular session and immediately recessed to open an Executive Session.

"The Wasco County Board of Commissioners will now meet in executive session for the purpose of discussing Performance Evaluation of a Public Employee.

The Executive Session is held pursuant to ORS 192.660(2)(i) which allows the Commission to meet in executive session to discuss security programs.



Representatives of the news media and designated staff shall be allowed to attend the executive session. All other members of the audience are asked to leave the room. Representatives of the news media are specifically directed not to report on any of the deliberations during the executive session, except to state the general subject of the session as previously announced. No decision may be made in executive session. At the end of the executive session, we will return to open session and welcome the audience back in to the room."

Executive Session was adjourned at 1:23 p.m.

Regular Session was reconvened at 1:23 p.m.

Chair Runyon adjourned the session at 1:24 p.m.

<b>Summary of Actions</b>
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Consensus:

- Postpone decision on Washington Surveying and Rating Bureau fee waiver request to consult with community partners.
- Provide letter of support for Discovery Center Community Solar Project.
- Approve Youth Services Merchant Card Policy.
- Move forward with plan to allow NORCOR to be a sub-agent of Wasco County in the Eden System.
- Send letters regarding the Production Tax Credit to Senator Wyden and Congressmen Walden.
- Postpone selection of a Commissioner to serve on the Deschutes River Management Plan until the January 9, 2013, session.

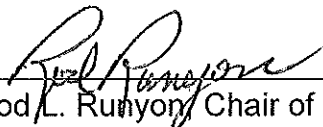
Motions:

- Approve the request to designate unused personnel funds to pay for upgrades to the IS back-up system.
- Approve the Consent Agenda
  - 12.5.2012 Regular Session Minutes - Signed
  - Order #12-060 Reappointing Monica Morris Budget Officer for 2013 - Signed
  - Order #12-061 Reappointing John Carter to the Budget Committee - Signed
- Approve Fee Waiver for Delta Energy Club
- Approve Fee Waiver for Columbia Land Trust


WASCO COUNTY COURT  
REGULAR SESSION  
DECEMBER 19, 2012  
PAGE 13

- Approve ODS Community Health, Inc. Participating Agreement Oregon Health Plan and North Central Public Health District Wasco-Sherman-Gilliam Counties – Signed
- Approve Wasco County Tobacco Policy – Signed
- Approve Weed Council Appointments
  - Order #12-062 Reappointing John Clausen - Signed
  - Order #12-063 Reappointing Carolyn Wright - Signed
  - Order #12-064 Reappointing Keith Smith - Signed
  - Order #12-065 Appointing Sherry Holliday – Signed
- Homeless Persons Memorial Day Proclamation – Signed
- Joint Resolution Establishing the Allocation of Costs for the Counties Subsidies of NORCOR Corrections and Adopting the Formula for Funding - Signed

WASCO COUNTY BOARD  
OF COMMISSIONERS

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

  
\_\_\_\_\_  
Steve Kramer, County Commissioner

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

**WASCO COUNTY BOARD OF COMMISSIONERS  
REGULAR SESSION  
DECEMBER 19, 2012**

**DISCUSSION LIST**

**ACTION AND DISCUSSION ITEMS:**

1.     [Treasurer's Report - Review](#)
2.     [Fee Waiver Request](#) – Tycho Granville and John Roberts
3.     [Needs & Issues](#) – Discussion
4.     [Production Tax Credit](#) – Discussion
5.     [NCPHD Transition](#) - Discussion

**ON HOLD:**

1.     Wasco County website improvement

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

- [Introductory Email](#)
- [Report](#)



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

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## treasurer report attached

2 messages

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**Chad Krause** <chadk@co.wasco.or.us>

Fri, Dec 7, 2012 at 12:57 PM

To: Tyler Stone <tylers@co.wasco.or.us>, Kathy White <kathyw@co.wasco.or.us>, Sherry Holliday <sherryh@co.wasco.or.us>, Scott Hege <scotth@co.wasco.or.us>, Rod Runyon <rodr@co.wasco.or.us>

December 1 Treasurer report is attached. Like last month, the USB balance is larger than normal due to Unsegregated tax receipts held in trust awaiting turnover. (I distributed another \$2.36M in tax funds this morning.)

Also, the Charter Tax Appeal account (also unsegregated funds) has grown to \$417K and will continue to be reflected in our monthly USBank balance.

Chad.

Chad Krause  
Wasco County Treasurer  
541-506-2772  
[ChadK@co.wasco.or.us](mailto:ChadK@co.wasco.or.us)



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**20121207125455048.pdf**  
222K

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

Tue, Dec 11, 2012 at 11:11 AM

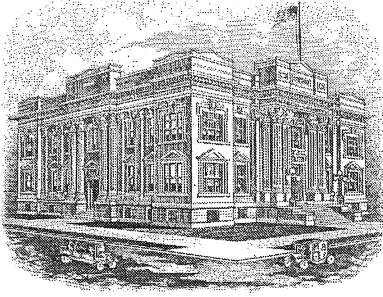
To: Chad Krause <chadk@co.wasco.or.us>

Thank you, Chad. I appreciate the expanded explanation in your message. 😊

Thank you,

Kathy White  
Executive Assistant  
Wasco County  
Board of County Commissioners  
511 Washington Street  
The Dalles, OR 97058  
work 541.506.2520  
fax 541.506.2551

[Quoted text hidden]



# 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

December 7, 2012

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

As of December 1, 2012, Wasco County had cash on hand of **\$24,813,864.61**

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

\$ 3,485,925.87

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

Funds on deposit in the Local Government Investment Pool:

\$ 21,328,038.74

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

Total outstanding warrant indebtedness of Wasco County: \$825,831.06

**Discussion Item**  
**Fee Waiver Request**

- [Letter of Request](#)
- [WSRB Flyer](#)

Jami Donaldson  
2101 4<sup>th</sup> Ave Ste 300  
Seattle, WA 98121  
206-273-7186  
jami.donaldson@wsrb.com

December 6, 2012

To whom it may concern,

I am contacting you from the Washington Surveying & Rating Bureau (WSRB) to request a fee waiver for Wasco County GIS data. We are a not-for-profit insurance rating bureau that has been operating in Washington State for over 100 years. We are currently collecting data in Oregon so we can provide the same service we provide in Washington.

"Rating" refers to the score of 1-10 (1 being the best) assigned to all fire districts based on a variety of factors, such as water supply, fire protection equipment, and fire department training. It is commonly called a Public Protection Class (PPC). Every fire district in the country has a PPC, and these play a major part in determining insurance rates.

We are an independent company that rates all of the fire districts in Washington and then makes that information available to insurance companies/agents that subscribe to us, as well as fire departments. Insurance carriers use their own rules to apply that information in developing rates.

In other terms, an insurance agent who wishes to write a policy for a homeowner logs into our system, enters the address, and is able to see what the fire protection capabilities are at that specific location: what fire district the property is in, what county the property is in, how far it is to the nearest fire station, if a neighboring district will provide automatic aid, whether or not there is a hydrant within 1000 feet, and if the department has a tender truck to deliver water to a fire. An insurance carrier may give discounts based on these different elements, and therefore our system is beneficial to homeowners.

In order to provide that service, we need to maintain good data. We must know the exact boundaries of the fire districts, the locations of fire stations and hydrants, the parcels and addresses so the map points to the correct location, etc. If the data is inaccurate, a homeowner could be placed in the wrong fire district, or not get credit for a nearby hydrant. That could result in an incorrect rating.

As a local entity, we are able to give our mapping system a lot of attention to detail. We have close communications with the fire districts in Washington and are currently contacting all of the fire districts in Oregon to ensure the same working relationship. We want to make sure that all of the fire protection capabilities that districts work so hard for are being recognized.

We believe homeowners will see a benefit in WSRB expanding into Oregon, as we are carefully compiling all of these factors in our GIS database. We have already mapped almost every station in the state, plus most boundaries and about 30% of the hydrants. Unfortunately, we haven't been able to gather much data in Wasco County, so the County GIS data would be very helpful to us.



As a not-for-profit company, we simply cannot afford to pay \$1,685, which is the total cost of the five GIS layers we need:

- Hydrants - \$45
- Streets - \$50
- Address points - \$45
- City boundaries and fire districts - \$45
- Parcels/taxlots - \$1500

If there is any way for us to get this information for free or at a discounted rate, it would be helpful for us as well as Wasco County constituents.

Please see below for some links to explain who we are and what we do, and the included flyer that we created for the recent Oregon Fire Chiefs Association meeting. Although it is geared toward fire chiefs, it explains a lot of the benefits of our service.

Thank you for your consideration,



Jami Donaldson

Oregon Fire District Project Assistant

Washington Surveying & Rating Bureau

Who we are:

<http://www.wsrb.com/wsrbweb/company/wsrbwho.aspx>

Rating process overview:

<http://www.wsrb.com/wsrbweb/deptdocs/pdfs/protectionclassevaluationoverview.pdf>

Our mapping tools:

<http://www.wsrb.com/wsrbweb/products/wsrbproducts.aspx#one>

# OREGON FIRE DISTRICTS & WSRB's Oregon Fire District Project



2101 4th Avenue, Suite 300,  
Seattle WA 98121 | 206.217.9772

David Bruell, Vice President | 206-273-7196 | david.bruell@wsrb.com  
Jami Donaldson, Oregon Fire District Project Assistant | 206-273-7186 | jami.donaldson@wsrb.com

## WHAT IS WSRB?

The Washington Surveying & Rating Bureau is a 100-year young insurance rating organization. We began evaluating fire departments in Washington State about 60 years before the creation of Insurance Services Office (ISO). (ISO does not perform fire department evaluations for Public Protection Classifications in Washington and Idaho.)

Insurance companies have told us they'd like to obtain Oregon fire protection information from WSRB.

Although ISO develops the PPC grading of Oregon communities, our goal is to provide insurance companies with the best information possible about

Oregon fire suppression capabilities, including your valuable efforts that may not be recognized by traditional ISO grading.

As a local organization, evaluating community fire

defenses, WSRB currently provides many benefits to the citizens of Washington. These include:

- We're more knowledgeable about the communities we evaluate, and more responsive to the local challenges and needs of our fire departments.
- Working directly with the Washington Fire Chiefs Association, we have successfully addressed issues such as the 5-mile rule, credit for fire hydrants, Tender operations, Automatic and Mutual Aid, Training, and more.
- In Washington, this process has resulted in real progress on some of the contentious issues involving insurers, property owners, regulators and the fire service.

In 2011, WSRB obtained a license to operate as an insurance rating organization in the State of Oregon.

We think Oregon

citizens and Fire Departments deserve these same benefits. You can help by completing our questionnaire. It's quick and easy and gives you access to our valuable web tool, PropertyEDGE. Ask us about it!

## OREGON POSSIBILITIES:

Your assistance will help us fulfill our goal in providing the best Oregon information available. Meanwhile, you'll be helping your community with more insurance options. When your information is saved to our system, we can provide you with maps and on-line access to valuable tools for analyzing your service area.

In states with a local Rating Bureau, communities typically have more influence over the evaluation system and are partners in a cooperative process for resolving issues fairly and reasonably.

Through our Fire District Project, our staff will contact all Oregon fire departments. We ask that you complete: a brief questionnaire AND send us boundary, station & hydrant location data.



## **Discussion Item**

### **Needs & Issues**

- [Explanatory Email](#)
- [2013 Needs & Issues Form – Short Term](#)
- [2013 Needs & Issues Form – Long Term](#)



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

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## Fwd: Needs & Issues Forms 2013

2 messages

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**Tyler Stone** <tylers@co.wasco.or.us>

Tue, Dec 4, 2012 at 11:00 AM

To: Fred Davis <FredD@co.wasco.or.us>, Kathy White <kathyw@co.wasco.or.us>

Fred, Can you get these completed for the facilities projects. Kathy, this should probably be a discussion item.  
Thanks Tyler

Tyler Stone  
Administrative Officer  
Wasco County  
511 Washington St. Suite 101  
The Dalles, OR 97058  
541-506-2552  
[www.co.wasco.or.us](http://www.co.wasco.or.us)

----- Forwarded message -----

From: **Anna Tompkins** <[anna@mcedd.org](mailto:anna@mcedd.org)>

Date: Wed, Nov 28, 2012 at 12:48 PM

Subject: Needs & Issues Forms 2013

To: Tyler Stone <[tylers@co.wasco.or.us](mailto:tylers@co.wasco.or.us)>

Hello Tyler!

I am contacting Wasco County Administration Office to request your assistance in identifying needed improvements in Wasco County on behalf of the Wasco County Economic Development Commission (EDC). The EDC annually develops a list of Technical Assistance and Public Works/Infrastructure needs and issues for Wasco County. This list is used to help direct the actions of EDC staff to support economic development for the County and develop a list of prioritized needs and issues. This prioritization is included in a regional Comprehensive Economic Development Strategy for possible federal funding and can also be used by project proponents to show local support when seeking other funding sources.

I've included two forms with this letter. The Short-Term Project form is meant to capture information about projects that could begin in the next year if funding was obtained. Since this is an annual process, this form helps the EDC focus on projects that are ready to go. The second form is for information on long-term projects that you are considering, projects that have been completed and issues that the EDC could help with. If you would like an electronic version of either form, please email me at [anna@mcedd.org](mailto:anna@mcedd.org).

Please return any information you'd like included in this year's inventory by **December 21, 2012**. The EDC will review projects on January 17, 2013. Entities submitting short-term projects will be offered a brief timeslot to verbally present their projects to the EDC. In early January, I will be contacting those who submit information to schedule the presentations.

If you have any questions about the Needs and Issues process for Wasco County, please contact me at [541-296-2266](tel:541-296-2266) or [anna@mcedd.org](mailto:anna@mcedd.org).

## **Needs and Issues Inventory: *Short-Term Projects Form Instructions***

You may submit multiple projects. Projects submitted should be able to begin within the next year if funding was obtained. Large projects might be separated into smaller segments that could be completed within the next year (i.e. project engineering and design submitted on its own form separate from project construction).

Entities submitting short-term project forms will be invited to briefly present their projects at a meeting of the Wasco County Economic Development Commission (EDC) on January 17, 2013 in Dufur. The EDC will collect information to prioritize the short-term projects based on five criteria:

- readiness to proceed,
- the need for the project,
- economic impact
- the level of local funding available, and
- project leadership.

Every short-term project submitted is included on a list in the Wasco County Economic Development Strategic Action Plan which can be beneficial to reference as you seek project funding. The top ten projects, as prioritized by the EDC and approved by the Wasco County Board of Commissioners, have additional information about them included in the Plan. The top five priorities are also submitted to Mid-Columbia Economic Development District for inclusion in a regional project list in their annual Comprehensive Economic Development Strategy.

**Please mail, fax or email completed forms by December 31, 2012 to:**

Wasco County Economic Development Commission  
515 East Second Street, The Dalles, OR 97058  
Fax: 541-296-3283  
Jessica@mcedd.org

If you have any questions or would like to request additional paper forms or an electronic version of the form, please contact Carrie Pippinich at 541-296-2266 or Carrie@mcedd.org.

## 2013 Needs and Issues Inventory: *Short-Term Projects\* Form*

(\*Project could begin in 2013 if funding was obtained. You might consider breaking large projects up into smaller components.)

**Project Name:** \_\_\_\_\_

**Submitting Entity/Sponsor:** \_\_\_\_\_

**Contact Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Phone:** \_\_\_\_\_ **Fax:** \_\_\_\_\_

**Email:** \_\_\_\_\_

**Project Beneficiary:** \_\_\_\_\_

**Project Proponent Type:** ☐ County ☐ City ☐ Port ☐ Special District ☐ Non-Profit ☐ Tribe  
☐ Other: \_\_\_\_\_

**Project Location  
(City):**

**Description of  
Problem to be  
Addressed:**

**Project Description  
(150 words or less)**

**Long-Term  
Economic Impact:**

**Service Area  
Impacted and/or  
Population Served:**

**Project Readiness:  
(Permits required  
and anticipated start  
date)**


**PROJECT TIMELINE (If funding was obtained)**

	Start Date: (MM/DD/YYYY)	End Date: (MM/DD/YYYY)	N/A
Planning/Engineering/Feasibility Studies			<input type="checkbox"/>
Construction			<input type="checkbox"/>

**PROJECT COSTS**

	<b>Total Cost</b> (should equal the sum of the two columns to the right)	<b>Amount On Hand</b>	<b>Amount Still Needed</b>
<b>Planning/ Engineering/ Feasibility Costs</b>	\$ _____	\$ _____  <b>Source(s):</b> <input type="checkbox"/> Local Contribution <input type="checkbox"/> State Funds <input type="checkbox"/> Federal Funds	\$ _____  <b>Source(s):</b> <input type="checkbox"/> Local Contribution <input type="checkbox"/> State Funds <input type="checkbox"/> Federal Funds
<b>Construction Costs</b>	\$ _____	\$ _____  <b>Source(s):</b> <input type="checkbox"/> Local Contribution <input type="checkbox"/> State Funds <input type="checkbox"/> Federal Funds	\$ _____  <b>Source(s):</b> <input type="checkbox"/> Local Contribution <input type="checkbox"/> State Funds <input type="checkbox"/> Federal Funds

**ADDITIONAL QUESTIONS**

**1. If you are submitting multiple projects, please rank them in order of importance to your entity:**

This project ranks as # \_\_\_\_ out of # \_\_\_\_ projects submitted by my entity.

**2. Is this project concept included on any local or regional plans?**

☐ YES      ☐ NO      ☐ Not Sure

**3. Is this project concept included within or consistent with an acknowledged local Land Use Comprehensive Plan as recognized by the Department of Land Conservation and Development?**

☐ YES      ☐ NO      ☐ Not Sure

☐ Not Applicable (Does not involve development of land or infrastructure.)

**4. Does this project concept address any compliance issue(s)?**

☐ YES      ☐ NO      ☐ Not Sure

**5. Is there any other information you would like to share about the project?**

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## 2013 Needs and Issues Inventory: *Successes, Long-Term Projects and Issues*

Submitting Entity: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

**Please list any successes or projects that were completed in the last year:**

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**Please list any long-term (multi-year) projects that are important to your organization/ entity:**

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**Please list any economic or community issues that you'd like the EDC to provide assistance with in the County:**

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**Discussion Item**  
**Production Tax Credit**

- [Introductory Email](#)
- [Draft Letter to Ron Wyden](#)
- [Draft Letter to Greg Walden](#)



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

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## Fwd: FW: CG BREZ Counties Production Tax Credit Extension Letter

2 messages

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**Scott Hege** <scotth@co.wasco.or.us>

Sat, Dec 15, 2012 at 10:49 AM

To: Rod Runyon <rodr@co.wasco.or.us>, Sherry Holliday <sherryh@co.wasco.or.us>

Cc: Tyler Stone <tylers@co.wasco.or.us>, Kathy White <kathyw@co.wasco.or.us>

Rod & Sherry:

CGBREZ and the wind industry would like us to consider sending letters to Walden & Wyden on the issue of extending the Production Tax Credit (PTC) for the wind industry. I have edited the letters suggesting that they work with the industry on a plan to extend, ramp-down and phase out this tax credit. Many in the industry have suggested that this is the best path as opposed to just pursuing ongoing short term extensions. I support this approach and modified the letters as such.

Perhaps we can discuss sending these letters at our meeting on Wednesday?

Regards,

Scott

----- Forwarded message -----

From: **Colin Cochran** <[colin.m.cochran@gmail.com](mailto:colin.m.cochran@gmail.com)>

Date: Mon, Dec 10, 2012 at 4:07 PM

Subject: FW: CG BREZ Counties Production Tax Credit Extension Letter

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

Hello Commissioner Hege:

The expiration of the wind energy Production Tax Credit is only a couple of weeks away so I wanted to circle back on these letters to Congressman Walden and Senator Wyden to see if there was any help I could offer in getting these turned around.

If there is anything I can do please let me know. Thank you for your continued work on this important Oregon economic issue and thank you also for sharing copies of your final letters with us.

All the best,

Colin Cochran

Phone: 503.464.6011

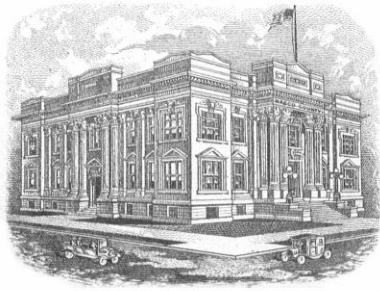
Fax: 503.345.6637

Email: [colin.m.cochran@gmail.com](mailto:colin.m.cochran@gmail.com)



**Wasco County PTC Letters.docx**

21K



# WASCO COUNTY

## *Board of County Commissioners*

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

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

December 19, 2012

The Honorable Ron Wyden  
221 Dirksen Senate Office Building  
Washington, DC 20510

Dear Senator Wyden,

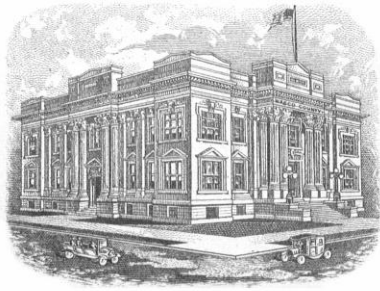
Thank you so much for your continued support for wind energy and the extension of the wind energy Production Tax Credit (PTC). We encourage you to work with the industry to develop a plan that deals with the issue on a longer term basis, perhaps a ramped down phase-out plan as some have suggested. This will help the industry transition to a more stable future.

As you are well aware, Oregon has some of the best wind resources in the country. Wind energy supports thousands of in-state jobs and has generated billions in economic development dollars. The continued expansion and success of wind energy development is critical to the economic future of communities throughout the state and the Oregon economy as a whole.

However, we are poised to lose the gains we have made in wind energy and the potential gains we stand to achieve if the PTC is allowed to expire as it is set to do at the end of the year.

Already, due to the uncertainty around the future of the credit, leading wind project developers and manufacturers are slowing their plans for 2013 and beyond. Some developers have no projects scheduled for 2013. Layoffs are underway and Oregon workers in the industry have felt the sting of being let go. When the tax credit expired in the past, installations have dropped by as much as 93 percent, with corresponding job losses.

Without the Production Tax Credit, jobs, manufacturing, energy development and funding streams for counties and municipalities all will suffer. With so many Oregonians and Oregon counties relying on projects that are fueled in part by the Production Tax Credit, extending the wind Production Tax Credit is sound economic policy.



# WASCO COUNTY

## *Board of County Commissioners*

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

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

Thank you again for your support for this critical economic development tool. Please continue fighting for the PTC extension and do what you can to see that is renewed before it expires at the end of the year.

Sincerely,

WASCO COUNTY  
BOARD OF COMMISSIONERS

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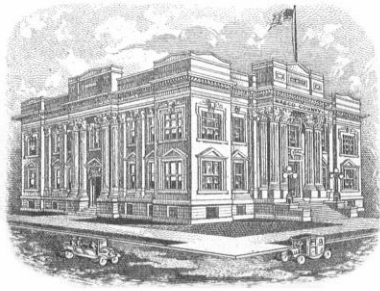
Rod Runyon, Commission Chair

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Scott Hege, Commissioner

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Sherry Holliday, Commissioner



# WASCO COUNTY

## *Board of County Commissioners*

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

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

December 19, 2012

The Honorable Greg Walden  
2182 Rayburn House Office Building  
Washington, DC 20515

Dear Congressman Walden,

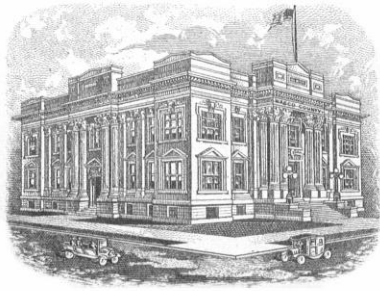
The Wasco County Board of Commissioners is hopeful that Congress will extend the wind energy Production Tax Credit (PTC) before it expires at the end of the year. We encourage you to work with the industry to develop a plan that deals with the issue on a longer term basis, perhaps a ramped down phase-out plan as some have suggested. This will help the industry transition to a more stable future.

As we expressed in our previous letter, Wasco County and the Columbia Gorge region are well suited to benefit from the continuation of successful wind energy development. We have world-class wind resources, we have world-class technician training programs at Columbia Gorge Community College, and we have a regional commitment to support renewable energy development as an important economic development spur for our communities.

The importance of wind energy to our regional and state economy is well known. Wind supports thousands of jobs, generates billions in economic development dollars, provides needed revenue streams for rural counties and communities, and provides a homegrown, stable energy source.

The consequences of allowing the PTC to expire are clear. Wind energy development in Oregon will slow, jobs will be lost, job creation and economic development opportunities will not be realized, revenue streams for counties and communities will dry up, and our attempts to diversify our energy portfolio and secure our energy future will be stunted.

We continue to see the repercussions of the PTC uncertainty as job losses in the wind energy industry continue to mount. Wind project developers and manufacturers have downsized their plans for 2013 and beyond. When the tax credit expired in the past, installations have dropped by as much as 93 percent, with corresponding job losses.



# WASCO COUNTY

## *Board of County Commissioners*

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

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

Oregon continues to fight its way out of a recession that has hit rural Oregon particularly hard. The wind energy industry has been and continues to be a strong economic driver for our state. If Congress does not extend the PTC, jobs, manufacturing, energy development and Oregon communities all will suffer. The time to act is now.

Wasco County has benefited from wind energy development in the past and we are poised to build upon our past success. It is our hope that Congress realizes the importance of the PTC to communities like ours and we urge you and your colleagues to implement a plan for wind Production Tax Credit to advance our regional state and national economic and energy futures.

Sincerely,

---

Rod Runyon, Commission Chair

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Sherry Holliday, Commissioner

---

Scott Hege, Commissioner

**Discussion Item**  
**North Central Public Health Transition**

- No documents have been submitted for this item – RETURN TO AGENDA

**WASCO COUNTY BOARD OF COMMISSIONERS  
REGULAR SESSION  
DECEMBER 19, 2012**

**CONSENT AGENDA**

1. Minutes

- a. [12.5.2012](#)

2. Budget Appointments

- a. [Order 12-060 Re-appointing Monica Morris as Budget Officer](#)
- b. [Order 12-061 Re-appointing John Carter to Budget Committee](#)



**Consent Agenda Item  
Minutes**

- [12.5.2012 Regular Session Minutes](#)



WASCO COUNTY BOARD OF COMMISSIONERS  
REGULAR SESSION  
DECEMBER 5, 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. Chair Runyon reviewed the agenda directions to the public and departments.

**Consent Agenda – 11.21.2012 Minutes, HR Answers Contract**

Commissioner Holliday moved to approve the Consent Agenda. Commissioner Hege seconded the motion which passed unanimously.

**Discussion List – January 2013 BOCC Schedule**

Chair Runyon explained that Commissioner-Elect Steve Kramer would not be sworn in until January 7<sup>th</sup>; therefore, the first regularly scheduled Board session would be January 9<sup>th</sup>, the second Wednesday of January. Another session would follow a week later on January 16<sup>th</sup>.

**Discussion List – NORCOR Funding Formula**

Mr. Stone explained that it has been more than a month since the stakeholder Counties met as a NORCOR Board. Through mediation a funding formula was developed that would presumably work for all the Counties.

Chair Runyon pointed out that changing the formula by “mutual consensus” was a sticking point. The definition for “consensus” is not clear; Wasco County would prefer that the language for change be “majority” rather than “consensus” which could mean “all.” He observed that other Counties seem to be willing to go forward with the “consensus” language.

Mr. Stone went on to say that he believes there is still an outstanding issue with juvenile beds. In the past juvenile beds were not used in the formula. He does not believe that issue has been settled yet.

Some discussion followed regarding the juvenile directors unfavorable view of the current formula. Juvenile beds have been handled differently in the past. While they are not happy, most have said they can live with it. Mr. Stone reported that Sherman and Hood River Counties have already signed the funding agreement; Gilliam and Wasco Counties have not. Commissioner Hege asked if the agreement was crafted without input from the Juvenile Directors. Commissioner Holliday responded that they had made their feelings known, but had been overruled.

Mr. Stone advised the Board that the next NORCOR meeting is on December 20<sup>th</sup>. He recommended waiting for the result of that meeting before making a decision.

**\*\*\*Further discussion resulted in a consensus to delay signing of the Funding Agreement until after the December NORCOR Board meeting.\*\*\***

Chair Runyon called a recess at 9:28 a.m.

The session reconvened at 9:30 a.m.

#### **Agenda Item – Sheriff’s Department Vehicle Purchase**

Sergeant Chris Brown came forward to explain that Chief Deputy Magill had requested quotes from several dealers as well as the State service. Chief Deputy Magill’s recommendation is to purchase from Ray Shulten’s Motors. He is seeking funding support from the Board for the budget overage, with the intent to return the funds over time.

Mr. Stone added that the Board would need to consider exempting the purchase from the Wasco County Local Contract Review Board Rules as outlined in the Sheriff’s request letter:

Section 28, paragraph 3 – “A contract specific special procurement is a contracting procedure that does not utilize a competitive selection process for the purpose of entering into a single contract or a number of related contracts for the acquisition of specified goods or services on a one-time basis or for a single project.”

Section 28(2) "The local contract review board may approve a special procurement if the board finds that the written request demonstrates that the use of a special procurement will:

- (b) Result in substantial cost savings to the contracting agency or to the public,

for the purchase of County Sheriff's vehicles in the 2012-2013 fiscal year."

Mr. Stone explained that although the dollar amount for the purchase was higher in the Shulten's quote, the cost of pick up from Shulten's is nominal compared to an estimated cost of \$4,000.00 for pick up from a State brokered purchase. The difference in pick-up costs results in a cost savings of \$2,400.00 when purchasing from Ray Shulten's Motors.

Commissioner Holliday asked if equipment from old vehicles is transferred to the new vehicles. Sergeant McNeel replied that it is, although adapter kits may need to be purchased in order for the equipment to function in the new vehicles.

**{{{Commissioner Holliday moved to exempt the purchase of the of the Sheriff's vehicles from the Wasco County Local Contract Review Board Rules as allowed in Section 28. Commissioner Hege seconded the motion which passed unanimously.}}}**

**{{{Commissioner Hege moved to approve the purchase of the Sheriff's vehicles from Ray Shulten's Motors. Commissioner Holliday seconded the motion which passed unanimously.}}}**

#### **Agenda Item – Election Certification**

Linda Brown, County Clerk, came forward to present the election results (attached). She reported that the swearing in of newly elected/re-elected officials would take place on January 7<sup>th</sup> – Steve Kramer (County Commissioner), Tim Lynn (County Assessor), Chad Kraus (County Treasurer), Rick Eiesland (County Sheriff) and Linda Brown (County Clerk. She added that 81% of the County's registered voters cast a ballot, just slightly lower than the turn-out for the 2008 national election.

Commissioner Holliday asked if results by precinct are available. Ms. Brown responded that they are available in the Clerk's office; cumulative results are available on line. She added that they are required to complete an administrative recount of selected precincts, which they have done.

Ms. Brown added that election observers were located in room 302 watching by video stream. This is an improvement over years past where the observers were located in the Clerk's office adding to the congestion which slowed movement in the office. She described the observers as very impressed with how staff dealt with voters who insisted that they were registered even though they had not voted for many elections. She also reported that a vendor representative had come to the office to repair the counting machine on Election Day.

Chair Runyon asked if there had been any discussion with Information Services regarding the possibility of having sound added to the video stream for the observers. Fred Wilson, Facilities Manager, interjected that it would not be simple, but that it could be done.

**{{{Commissioner Hege moved to approve the election results.  
Commissioner Holliday seconded the motion which passed  
unanimously.}}}**

<b>Agenda Item – Generator Exercise After-Action Report</b>
---

Mike Davidson, Emergency Manager, came forward to explain budget implications that would result from some of the recommendations coming out of the report. The generator located at Annex A is not being used at full capacity; it will require some rewiring to be able to do so. When the generator was tested, the lights in the facility came on randomly. If there is an extended power outage, Public Health would not have the necessary power to function. The air conditioning is the only piece that cannot be powered. If it is determined we need to replace the 20-year-old Annex B generator, it will be costly.

Commissioner Hege asked if the Annex A generator could run both Annex A and B. Mr. Davis said he did not think it could be done to code; Mr. Davidson added that he did not think it could run both buildings.

Mr. Davidson went on to say that some of the smaller items are still being reviewed, one of which is expanded capability at 9-1-1 which they believe can be accomplished with existing equipment reserves.

Some discussion ensued regarding maintenance schedules, warranties and service contracts.

Mr. Davidson reported that he had requested quotes for installing the unused generator housed at Public Works. Although contractors contacted did site visits,

Hire Electric was the only to respond with a quote (attached). They estimate it would cost \$36,960 to complete the project. Direction from the Board will be required to move forward.

Commissioner Hege noted that that is far less than the cost of a new generator and asked if Mr. Davidson saw any sources of revenue to offset the cost.

Mr. Davidson replied that it would be a hard sell; funding has dropped from \$50,000 to \$12,000. He said that there may be an opportunity in April. He reminded the Board that the generator has been sitting idle for more than a year and encouraged them to make a decision to have it installed or decide what to do with it.

Chair Runyon asked Mr. Stone to weigh in. Mr. Stone advised that the Board has money available in their capital budget this year and should have some next year. If the Board feels it is dire, they could move it to this year, but he would prefer to budget for it.

Commissioner Holliday suggested that it be moved higher on the list of priority spending. Chair Runyon agreed adding that he believes it should be dealt with through the budget process.

**\*\*\*Further discussion resulted in a consensus to re-address the generator issue through the budget process.\*\*\***

**Agenda Item – Wasco County Economic Development Commission Appointments**

Amanda Hoey, Executive Director of the Mid-Columbia Economic Development Council, came forward to present recommendations to fill positions #6 and #10 on the Wasco County Economic Development Commission. She explained that they had advertised for the positions, seeking a recommendation from the Chamber of Commerce for one of the positions.

**{{{Commissioner Hege moved to reappoint Joan Silver to Position #10 and appoint Jeff Renard to Position #6 on the Wasco County Economic Development Commission. Commissioner Holliday seconded the motion which passed unanimously.}}}**

**Agenda Item – Planning Department Fee Waiver Requests**

Senior Planner Joey Shearer came forward to answer questions regarding the fee waiver requests being presented to the Board. He explained that Columbia

Land Trust is making an application for open space use assessment. Oregon statute requires that it go through the Planning Commission and to the Board. They are requesting a waiver which will amount to approximately \$822 per property. As a nonprofit, they could avoid property taxes but plan to pay; they will not pay those taxes this year but will pay a nominal amount going forward. Although there will be staff time expended to execute these waivers, the Director recommends all three waivers.

Commissioner Hege expressed some concern that Columbia Land Trust still allow for public access to public lands.

**\*\*\*Brief discussion resulted in a consensus to send the Columbia Land Trust application back for more information prior to making a decision. \*\*\***

Rebecca Nelson, PO Box 1024, 7857 Skyline Road, The Dalles, came forward to support her request for a waiver explaining that she had previously received approval for this project but with the housing market crash, she could not afford to move forward. The market has improved enough for her to restart the process, but the approval has expired. She was not aware that the approval could have been renewed, therefore it lapsed. She acknowledged that the approval option had been included in the original paperwork, but she had not noticed it. She added that she had not been hopeful that the economic situation would improve enough to make the project possible.

Commissioner Holliday asked if there is a process for reminding applicants that their approval is about to expire and offering them to opportunity to renew. Mr. Shearer responded that he is not aware of such a process.

Commissioner Hege stated that he has been through the process and did receive a notification that his approval was about to expire should he wish to renew it. He suggested a review of the Planning Department's process to standardize notifications.

Commissioner Holliday observed that in similar cases part of the fee has been waived since part of the work has already been done. Chair Runyon agreed that since she has already paid a fee, a reduction might be appropriate.

**{{{Commissioner Holliday moved to reduce the application fee by 50% for Rebecca Nelson with any actual costs to be borne by the applicant. Commissioner Hege seconded the motion which passed unanimously.}}}**

Chair Runyon called a recess at 10:37 a.m.

The session reconvened at 10:39 a.m.

Mr. Shearer reported that the Delta Energy Club project has been ongoing for quite some time. They are partnering with Columbia Gorge Community College, the Historical Museum and the Discovery Center for a display at the Discovery Center. The Planning Director anticipates a fee of \$2,500. The Discovery Center is willing to reduce or waive their fee to the Planning Department for use of their meeting room; the Planning Department currently pays \$100 each time they use the meeting room. While CGCC is fee exempt, that does not apply to projects off campus.

Commissioner Hege asked who else is on the fee-exempt list. Mr. Shearer answered that it is other government entities. Commissioner Hege asked if that included the City of The Dalles. Mr. Shearer replied that it does. Commissioner Hege observed the iniquity of the County paying fees to the City but the City not paying fees to the County.

Commissioner Hege noted that there is some controversy with the Friends of the Gorge surrounding this project. He added that it is an expensive project for which funding has not yet been fully obtained. He stated that he is not opposed to the waiver, but would not want to see a lot of County staff time expended on the application until funding is secured. Mr. Shearer responded that they are mindful of those circumstances.

**{{{Commissioner Hege moved to approve the fee waiver for Delta Energy Club. Commissioner Holliday seconded the motion. After further discussion, Commissioner Hege rescinded his motion to approve the fee waiver for Delta Energy Club. Commissioner Holliday seconded the rescinding. The motion was removed from voting.}}}**

**{{{Commissioner Holliday stated that the Board approves the request in concept. Commissioner Holliday moved to request that the applicant return when they are ready to move forward. Commissioner Hege seconded the motion. Mr. Shearer asked for clarification on when the applicant should re-apply for a waiver. Commissioner Holliday responded that they should re-apply when they have their application to the Planning Department. The motion passed unanimously.}}}**



**Agenda Item – Student Success through Mentorship Grant**

Molly Rogers, Youth Services Director, came forward to explain the Student Success through Mentorship Grant contract being presented to the Board. She explained that the Student Success through Mentorship program had previously used a Portland-based organization as their fiscal agent. The Next Door, Inc. has agreed to take on that function. Therefore, the previous fiscal entity has terminated the contract; the new contract is exactly the same except that it designates NDI as the fiscal agent.

**{{{Commissioner Holliday moved to approve the contract for the Student Success through Mentorship Grant. Commissioner Hege seconded the motion which passed unanimously.}}}**

Chair Runyon asked that she update the Board as to the status of the Wasco County Commission on Children and Family's progress toward the planned sunset of the Commission system. Ms. Rogers reported that Matthew Solomon, Executive Director of Head Start, is holding a meeting this month with a larger meeting planned for January to address the HUB concept which has created a lot of anxiety among partners. The intent is to explore needs and goals - working together to find solutions. Since the State Legislature has not finalized plans, it is difficult to formulate a response. She went on to say that the WCCCF is still a functioning board and she recommends maintaining it as an advisory board even after the sunset of the Commission system.

**Agenda Item – Mt. Hood National Forest Workforce Planning Update**

Chris Worth, Forest Supervisor for the Mt. Hood National Forest, came forward and reported that Mike Hernandez, District Ranger, is scheduled to retire at the end of 2012. He added that this represents a major change. In addition to Mike's departure, 20% of staff throughout the organization will be retiring in the next 6 months. Budget constraints will make the transition challenging. Sharing revenue and staff across districts is already being done by some and may provide a partial solution to some of those challenges. Although there will be some chaos in 2013, replacing skills and improving efficiencies will be the focus. He asked for patience from his constituents and encouraged the Board to contact him directly with any questions or concerns.

One of the projects Mr. Hernandez has been involved in is roads portion of the Dog River Pipeline Project. Part II of that project is to evaluate what is the

absolute minimum road system needed for safe and effective travel in the National Forest. Maintaining a road system is very costly. Closing and decommissioning roads cannot be done in a vacuum; there will need to be discussions with stakeholder counties.

Commissioner Hege noted that contractors need good access and will help to maintain roads that provide that access. Mr. Worth responded that he appreciates that point and will be very deliberate when engaging counties and roads masters. He continued by saying that they are emphasizing restoration and have just completed an analysis that will impact decisions on how dollars are expended.

Further discussion resulted in an agreement for Mr. Worth to meet with both Wasco and Hood River Counties after the first of the year to discuss issues that will have an impact within those counties.

Mr. Hernandez came forward and acknowledged Commissioner Holliday for all the work she has accomplished throughout her years of public service; she has been an asset to the County. He then presented her with a commemorative coin.

He went on to say that during his tenure a lot of work has been done on the watershed. He has been able to see the restoration from inception to implementation. There is a need to reconstruct the 100-year-old wooden The Dalles Pipeline. Mr. Worth will assume the decision authority for the pipeline until the workforce transition is complete.

Commissioner Holliday commended Mr. Hernandez, saying that he has been one of the best people she has worked with throughout her time in public service. Commissioner Hege added his voice to Commissioner Holliday's.

Commissioner Hege stated that there has been an effort to re-identify spotted owl habitat and asked what the Forest Service knows about that process. Mr. Worth responded that it is a Fish and Wildlife responsibility but that he has heard they are engaged in a barred owl removal experiment. The critical habitat extends an overlay of additional protection for those lands and he has not heard specifically that it has been withdrawn. Commissioner Hege said he would appreciate any information Mr. Worth could share.

Commissioner Hege went on to ask if there is any sustainable timber harvest possible in Wasco County. Mr. Worth responded that he recognizes timber

harvest as a critical issue for Wasco County and suggested they add that to the discussion list for their January meeting.

Commissioner Holliday asked about the future of Bear Springs Ranger Station. Mr. Hernandez reported that it has been a challenge. The Forest Service no longer has a need for the building which is owned by the Confederated Tribes of Warm Springs. The Tribes do not want to bear the cost of maintenance. Its disposition has yet to be determined, but it is likely to go back to the Tribes.

Chair Runyon adjourned the session for lunch at 11:55 a.m.

The session reconvened at 1:00 p.m.

**Discussion Item – Public Health Transition**

Mr. Stone stated that the representatives from the Board of Health along with the representatives from the stakeholder counties met on December 3 to discuss the transition process for moving Public Health out from Wasco County. This meeting was to define how the new entity would be funded and how responsibilities would be divided between Wasco County and Public Health.

He explained that funding is a three tiered system; he met with Commissioner Holliday and Monica Morris, Finance Manager, to develop a proposal: The new entity should be guaranteed a certain level of funding with discretionary funds from each county. The base funding would be state funding and fines, fees and revenues collected from running state-mandated services. Above that base-funding would be monies they get from the counties determined through the county budget process in negotiation with Public Health. That would bring them up to the current level or near that level. He reported that the idea had been shot down.

Next they discussed having something more than the mandated level but not the “Cadillac” level. For Wasco County that would be what our cash outlay is in our current budget. The counter proposal is somewhat reflected in the notes included in the packet. Bullet #2 creates the baseline funding, then there is tier one at a level to be determined, then tier two which brings them to current levels. They are currently operating at a \$300,000 deficit.

Commissioner Hege asked what the difference is between the baseline, tier one and tier two. Ms. Morris replied that there are a few programs that are County responsibilities such as Environmental Health – you can charge fees for those

services to offset the cost. School nursing is not mandated but we do pay for that.

Commissioner Hege asked if Environmental Health would be part of the baseline. Mr. Stone responded that that is where it began to get confusing. There is a difference between what is state mandated and what is state funded. Ms. Morris added that she believes Environmental Health to be the only non-funded state-mandated program.

Commissioner Holliday observed that Public Health has been spending down funds which has allowed them to operate at the "Cadillac" level – a level of spending that cannot be maintained.

Further discussion resulted in a consensus that the term "baseline" needs to be clearly defined.

Ms. Morris reviewed her spreadsheet (attached) outlining where the money comes from for Public Health, both restricted and unrestricted funds. Some of the County funds go toward state mandated programs to supplement state program funding. The baseline, as defined by Mr. Stone, would be the restricted and unrestricted revenue that comes in from the state/federal government for mandated services.

Commissioner Hege asked Ms. Morris to explain the \$307,000. She responded that it is Household Hazardous Waste. As a result of a decision made by the Board of Health, they lived off of their beginning balance this year. Since it was a problem for Wasco County to have that large balance, Public Health chose to spend down, but that is in conflict with our budget balance. We would have preferred that they offset County contributions for the year or save it rather than overspend on programs and not be able to maintain that level of service.

Some discussion ensued regarding the overspending and how Public Health will deal with it. Commissioner Holliday pointed out that Sherman and Gilliam Counties are getting more services than ever and are willing to pay for them.

Mr. Stone added that Wasco County needs to offer their compromise for what they want as a base level. If we are going to provide a service, we need to determine at what level that service will be provided. What is Wasco County willing to agree to in order to provide that level of service?

Commissioner Hege stated that we can commit to provide a facility and services, but we cannot commit to a dollar amount since we cannot predict our revenue stream. Public Health should be subject to the same budget considerations as all other departments.

Mr. Stone stated that he had presented that argument. He added that there is something in the document from the facilitator that Wasco County would fund a reserve for Public Health; he has made it clear that we would not do that.

Commissioner Hege asked if all counties pay for Public Health. Ms. Morris responded that there are 19 Oregon counties where Public Health is funded entirely with state and federal dollars.

Mr. Stone added that it is important for Wasco County to define what facilities and services are going to be provided. Commissioner Hege noted that even if the County no longer provides payroll service, our costs will not be significantly reduced. Mr. Stone agreed stating that it will be necessary for Public Health to reduce services. Commissioner Hege asked if there was an estimated cost for the transition. Ms. Morris responded saying that it is generally thought the costs for the transition have been underestimated.

**\*\*\*Further discussion resulted in a consensus that Public Health cannot be held harmless in the budget – Wasco County will not guarantee a specific annual amount of funding; Wasco County will execute agreed-upon service functions but will not act as CFO for Public Health; and that state and federal funding would be considered base funding with the possibility of adding clearly defined in-kind services to that base.\*\*\***

Ms. Morris related that when she talked to a woman from the State she said it was unheard of that administrative costs are not taken out of the program costs. She was impressed with how generous the three counties have been to Public Health.

Commissioner Hege asked if decisions had been made regarding what assets are the County's and what are Public Health's. Mr. Stone replied that Public Health will be asking that all assets be transferred to them. Commissioner Hege stated that the County should be credited for any transferred assets. Mr. Stone noted that Public Health wants to use the in-kind formula Ms. Morris created for in-house transfers which does not translate to outside entities.

Ms. Morris interjected that there is a disconnect between what was said at the meeting and what Teri Thalhofer, Public Health Director, is saying. Ms. Morris contacted her for clarification and will be meeting with her tomorrow. Mr. Stone and Commissioner Hege will also attend the meeting.

Chair Runyon adjourned the session at 2:25 p.m.

WASCO COUNTY BOARD  
OF COMMISSIONERS

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Rod L. Runyon, Chair of Commission

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Sherry Holliday, County Commissioner

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Scott Hege, County Commissioner

**Consent Agenda Item**  
**Budget Appointments**

- [Order #12-060 Re-appointing Monica Morris as Budget Officer](#)
- [Order #12-061 Re-appointing John Carter to Budget Committee](#)

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

IN THE MATTER OF THE REAPPOINTMENT )  
OF MONICA MORRIS AS WASCO COUNTY'S ) O R D E R  
BUDGET OFFICER. ) #12-060

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 Monica Morris' term as Wasco County Budget Officer will expire on December 31, 2012; and

IT FURTHER APPEARING TO THE BOARD: That Monica Morris is willing and is qualified to be reappointed to serve as the Wasco County Budget Officer for another term.



NOW, THEREFORE, IT IS HEREBY ORDERED: That Monica Morris  
be and is hereby reappointed as the Wasco County Budget Officer; said term  
to expire on December 31, 2013.

DATED this 19<sup>th</sup> day of December, 2012.

WASCO COUNTY BOARD  
OF COMMISSIONERS

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Rod L. Runyon, Chair of Commission

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Sherry Holliday, Commissioner

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Scott C. Hege, Commissioner

APPROVED AS TO FORM:

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Eric J. Nisley  
Wasco County District Attorney

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

IN THE MATTER OF THE REAPPOINTMENT )  
OF JOHN CARTER TO THE WASCO ) O R D E R  
COUNTY BUDGET COMMITTEE. ) #12-061

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

IT APPEARING TO THE BOARD: That a John Carter's term on the  
Wasco County Budget Committee will expire on December 31, 2012; and

IT FURTHER APPEARING TO THE BOARD: That John Carter is  
willing and is qualified to be reappointed to the Wasco County Budget  
Committee.

NOW, THEREFORE, IT IS HEREBY ORDERED: That John Carter be and is hereby reappointed to the Wasco County Budget Committee; said term to expire on December 31, 2015.

DATED this 19<sup>th</sup> day of December, 2012.

WASCO COUNTY BOARD  
OF COMMISSIONERS

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Rod L. Runyon, Chair of Commission

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Sherry Holliday, County Commissioner

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Scott C. Hege, County Commissioner

APPROVED AS TO FORM:

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Eric J. Nisley  
Wasco County District Attorney

**Agenda Item**  
**Fee Waiver Requests**

- [Columbia Land Trust Memo](#)
- [Delta Energy Club Memo](#)



# Wasco County Planning Department

*“Service, Sustainability & Solutions”*

2705 East Second St. • The Dalles, OR 97058  
Phone: (541) 506-2560 • [wcplanning@co.wasco.or.us](mailto:wcplanning@co.wasco.or.us)  
[www.co.wasco.or.us/planning](http://www.co.wasco.or.us/planning)

**To:** Wasco County Board of Commissioners (“Board”)  
**From:** John Roberts, Planning Director  
**Date:** December 19, 2012 Meeting  
**Re:** Columbia Land Trust - Request for Fee Waiver

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## Background/Request:

A fee waiver request for the Columbia Land Trust (“CLT”) was presented to the Board at their December 5, 2012 Meeting. CLT, a non-profit conservation organization, recently purchased two properties in Wasco County for the main purpose of protecting wildlife habitat. They intend to apply for “open space use assessment” rather than asking for an outright “exemption” from taxes. Meaning, CLT is essentially volunteering to pay some taxes per year on the properties instead of none. Planning department fees waived for this application would be **\$1,125**. CLT considers the fees to be hardship as they have no funding earmarked for the required application process.

## The Board requested the following additional information at the December 5 meeting:

- Detailed maps of the subject properties.
- Description of any proposed public uses (besides habitat protection).
- Information on if these properties relate to the planned trail or trail system that they have been working on.

## Brief Description of Properties:

### **Property #1 (Four Sisters Property) - Map Attached Prepared by Applicant**

- Purchased in September 2012
- Approximately 122 acres (actually 2 lots)
- Mixed zoning of GMA A-1(160) – approximately 107.8 acres, GMA R-5 (approximately 13 acres) and GMA R-1 (approximately 1.18 acre)
- “Potential” future trails location in conjunction with Friends of the Columbia Gorge Town to Trails Program to connect this area with the Discovery Center or Old Historic Highway.
- Vernal pools exist on property.
- Per applicant appraiser, could realistically accommodate 1 house, maybe 2
- Open space use assessment would result in approximately \$100 - \$150 in taxes per year

### **Property #2 (1N 12E 14 1600) – Map Attached Prepared by Applicant**

- Purchased in September 2012
- Approximately 97 acres
- Mixed zoning of A-1(160) approximately 46 acres and F-F(10) approximately 51 acres.
- Per applicant appraiser, could realistically accommodate 1 house.
- “Potential” future trails located in conjunction with Mill Creek Conservation NE Conservation Area (mapped attached). This property serves as the western end to the subject conservation area.  
Note: Commissioners Hege and Runyon visited this area as part of a field trip in the summer of 2011 (a very windy day indeed).

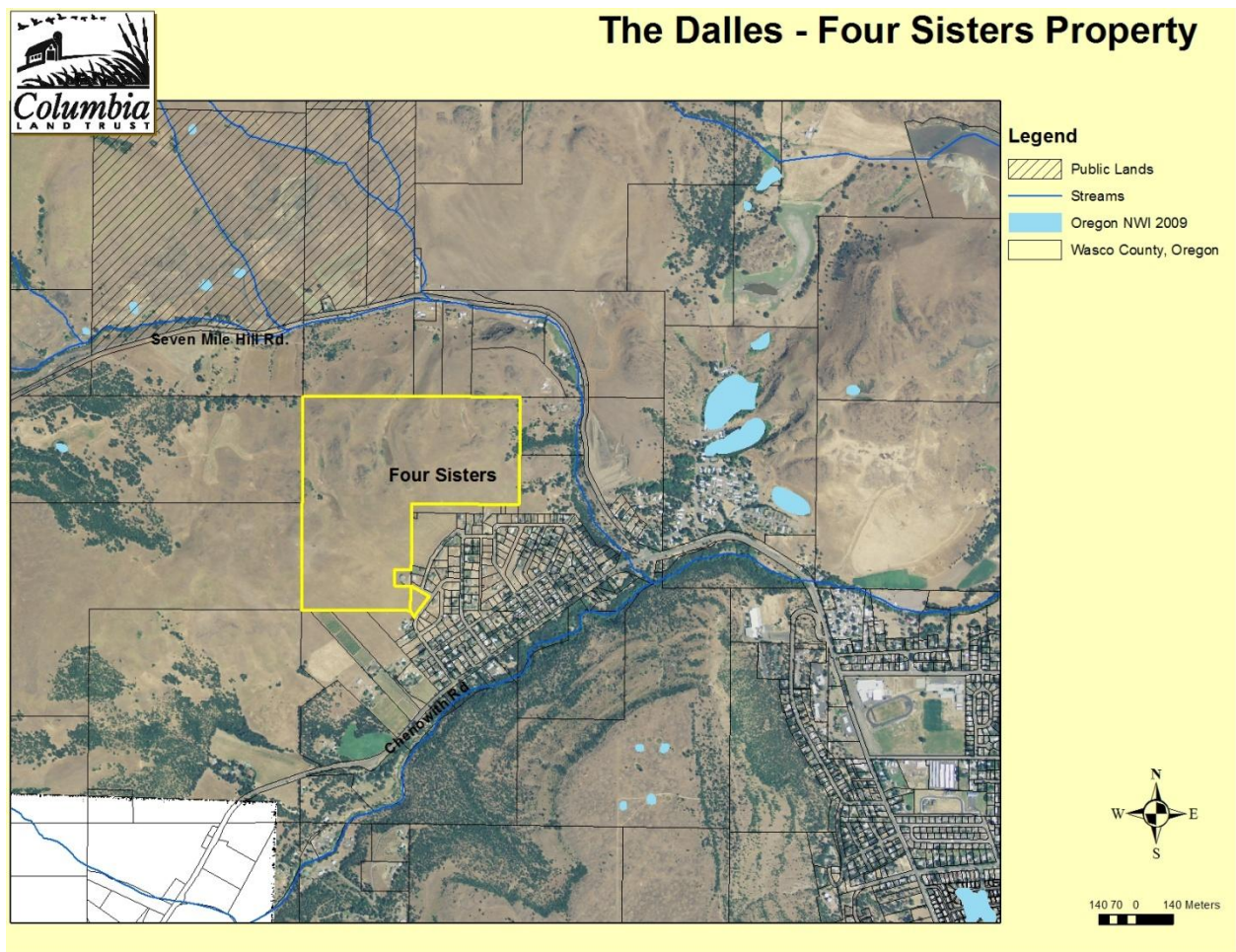
### Other Considerations:

- It is anticipated the applicant will be able to attend this meeting and answer any additional questions you might have.
- As mentioned, CLT could choose to be exempt from paying any taxes on the property.
- Open space use assessment is intended to be in perpetuity and as such is hard to reverse.
- The planning department processed a similar request and application for CLT in 2011. Therefore, if that staff report and accompanying materials were used a template, that would help streamline and facilitate the amount of time spent by staff on the application.

### Recommendation:

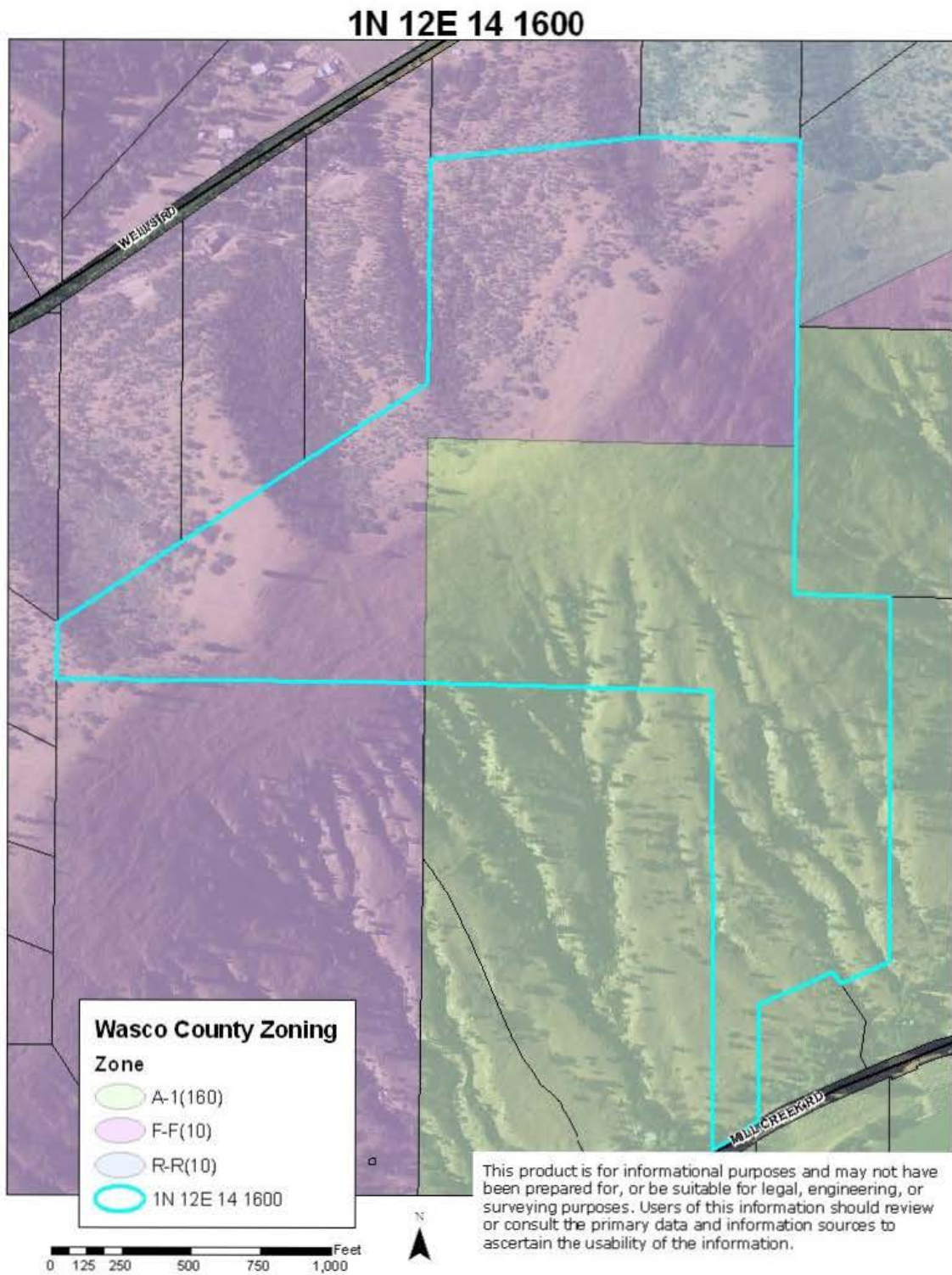
Approve the request for fee waiver.

## **Property #1 (Four Sisters Property)**

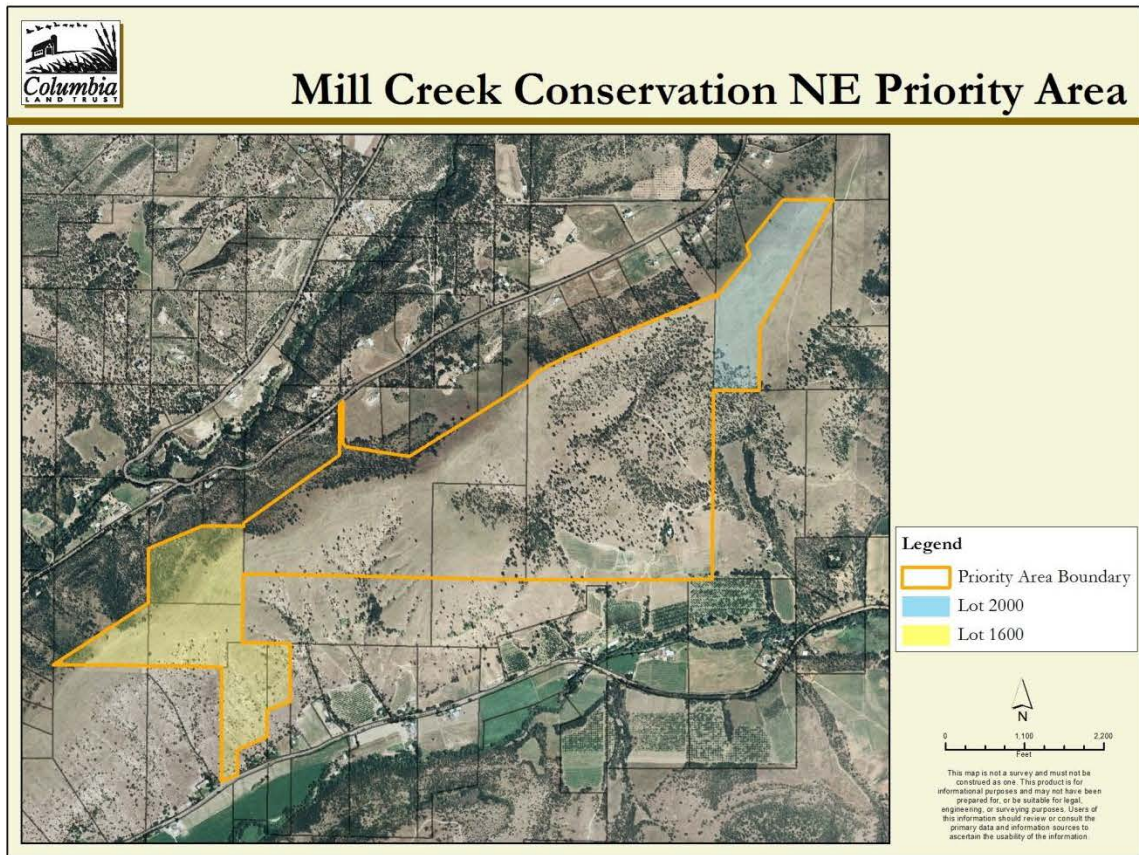




**Property #2 (1N 12E 14 1600)**



## Mill Creek Conservation NE Priority Area







# Wasco County Planning Department

*“Service, Sustainability & Solutions”*

2705 East Second St. • The Dalles, OR 97058  
Phone: (541) 506-2560 • [wcplanning@co.wasco.or.us](mailto:wcplanning@co.wasco.or.us)  
[www.co.wasco.or.us/planning](http://www.co.wasco.or.us/planning)

**To:** Wasco County Board of Commissioners (“Board”)  
**From:** John Roberts, Planning Director  
**Date:** December 19, 2012 Meeting  
**Re:** Delta Energy Club (Columbia Gorge Community College) - Request for Fee Waiver  
Discovery Center Community Solar Project

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## Background/Request:

A fee waiver request for the Columbia Gorge Community College (“CGCC”) Delta Energy Club was presented to the Board at their December 5, 2012 Meeting. The Board was generally supportive, but wanted more detail regarding the scope and benefits of the project. Moreover, concern was expressed with staff spending time on a project that may not have sound financial backing.

## Project Specifics & Benefits:

- The initial concept was for a “renewable energy interpretative display.” This concept has evolved into the “Discovery Center Community Solar Park.” It is expected that this project will be submitted to the planning department within the next months. The preliminary proposal and site plan would consist of two phases:

Phase I: Focus on educating the community about solar practices, including installation, maintenance and financing. To do this a **12’x16’ solar lunch pavilion** would be proposed to be erected in the picnic area in front of the entrance, where existing picnic tables currently are.

Phase II: Offset the Discovery Center’s electricity bill with a **20kW-25kW roof mounted solar array**, on the center section of the roof. This flat center roof can easily be transitioned to support a solar array and is ideal orientation to maximize solar production. Student calculations have estimated that 100, 245-W (24.5kW) panels oriented at an angle of 15 degrees could occupy the roof without shading and produce an annual savings of \$2037.09 based on current electricity cost. Wind shear has been taken into account and will need to be further considered.

- Benefits of the Community Solar Park to Wasco County include:
  - Reduce operating costs of the Discovery Center, and anything accomplished in that regard will help increase chances for operational success.
  - Reduce operational costs for the Discovery Center by providing on-site electrical generation
  - Provide workforce training opportunities for students enrolled in the CGCC Renewable Energy Technology program.
  - Educate the general public about renewable energy.
  - Increase visitor traffic to the Discovery Center, helping build revenue.
  - Provide operational experience for renewable energy siting projects in the National Scenic Area.

### Financial Backing & Partners

- Project proponents plan on attending the December 19<sup>th</sup> meeting to discuss the partners involved with the project, financial backing and any other questions the Board has. Current partners include: The Dalles Discovery Center, CGCC, Bonneville Environmental Foundation, Northern Wasco PUD, and Bonneville Power Administration.

### Other Considerations:

- Staff feels the concept or project is in the spirit of the Management Plan for the Columbia River Gorge National Scenic Area.
- Staff conducted a pre-application on October 3, 2012 (at no charge).
- **In exchange to granting the fee waiver the Discovery Center is committed to waiving the \$100 per meeting fee the planning department pays to use their conference room for planning commission meetings.**
- **Per the Planning Department Fee Schedule the Columbia Gorge Community College is exempt from fees.**

### Recommendation:

Approve the request for fee waiver.

**Agenda Item**  
**Smoking Policy**

- [Draft Policy 11.18.2012](#)

# *DRAFT*

## **Wasco County Tabaco Policy for the property at 400 block of East 7th**

**11/28/12**

### **Purpose:**

The health hazards of tobacco are well known. Tobacco use is the number one cause of preventable illness and death across the nation. Eliminating the use of tobacco products in and around Wasco County Property reinforces the county leadership in the community and promotes a healthy environment. Assisting community members to be tobacco-free is consistent with economic vitality and promoting health.

### **Scope:**

This policy applies to all individuals who work at, receive services at, or visit the county property.

### **Policy:**

1. The sale or use of tobacco products (cigarettes, cigars, pipes, all forms of smokeless tobacco, pipes, e-cigs, etc. excluding all FDA approved nicotine replacement therapy products for the purpose of tobacco cessation) is prohibited in or on the property including the buildings, grounds, parking lots, ramps, and vehicles. The exception to the policy is one designated smoking area will be allowed in the lower parking lot. The smoking area will not accommodate people who smoke; it will be exempt of a bench and a cover. A receptacle will be provided for employees, clients and guests to discard cigarette butts.
2. Employees are prohibited from using tobacco products on the campus during their work shift other than at the specified smoking area. Employees are prohibited from using the adjacent sidewalks to smoke during their work shift.
3. To assist Wasco County staff in controlling or eliminating the need to smoke or use tobacco, the county offers:
  - a. Employees have access to tobacco cessation programs and medications (when indicated) as part of their standard medical benefits.
  - b. Employees, clients and visitors to the county property may be referred to the Oregon Tobacco Quit Line (1-800-QUIT-NOW or 1-800-784-8669 or, in Spanish, 1-877-2NO FUME.), which is a free tobacco cessation resource. The line is operated by the Oregon Health Authority Public Health Division and is available to all Oregonians.

4. Signs stating Wasco Counties' tobacco-free policy are considered the first line of enforcement for this policy. Signs will be clearly posted on the perimeter of the property, at all entrances, and in other prominent places.
5. Tenants at the property will be asked to inform clients of the smoking policy when scheduling appointments for the first six months of the tobacco free policy.
6. This policy is the shared responsibility of all tenants. Employees are authorized and encouraged to communicate this policy with courtesy, respect and diplomacy, especially with regard to visitors. If difficulties arise with compliance, an employee shall notify a supervisor.
7. Any person who observes an employee violating the policy is encouraged to address the noncompliance with the employee in question.
8. Tenants at the property are responsible for ongoing compliance with this policy within their respected work areas. The self-enforced policy may require tenants to communicate directly with offenders that everyone deserves to breathe clean air. People who are not compliant will be reminded they may smoke elsewhere but not on this Wasco County Property other than the designated smoking area.

**Agenda Item**  
**Weed Council Appointments**

- [Order #12-062 Re-appointing John Clausen](#)
- [Order #12-063 Re-appointing Carolyn Wright](#)
- [Order #12-064 Re-appointing Keith Smith](#)
- [Order #12-065 Appointing Sherry Holliday](#)

IN THE COUNTY COURT OF THE STATE OF OREGON  
IN AND FOR THE COUNTY OF WASCO

IN THE MATTER OF THE REAPPOINTMENT OF )  
JOHN CLAUSEN TO THE WASCO COUNTY ) O R D E R  
WEED COUNCIL. ) 12-062

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 Court being present; and

IT APPEARING TO THE COURT: That John Clausen's term on the  
Wasco County Weed Council will expire as of December 31, 2012; and

IT FURTHER APPEARING TO THE COURT: That John Clausen is  
willing and is qualified to be reappointed to the Wasco County Weed Council  
for another term.

NOW, THEREFORE, IT IS HEREBY ORDERED: That John Clausen  
be and is hereby reappointed to the Wasco County Weed Council; said term  
to expire on December 31, 2016.

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DATED this 19<sup>TH</sup> day of December, 2012.

WASCO COUNTY  
BOARD OF COUNTY COMMISSIONERS

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Rod Runyon, Commission Chair

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Sherry Holliday, Commissioner

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Scott Hege, Commissioner

APPROVED AS TO FORM:

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Eric J. Nisley  
Wasco County District Attorney



IN THE COUNTY COURT OF THE STATE OF OREGON  
IN AND FOR THE COUNTY OF WASCO

IN THE MATTER OF THE REAPPOINTMENT OF )  
CAROLYN WRIGHT TO THE WASCO COUNTY ) O R D E R  
WEED COUNCIL. ) 12-063

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 Court being present; and

IT APPEARING TO THE COURT: That Carolyn Wright's term on the  
Wasco County Weed Council will expire as of December 31, 2012; and

IT FURTHER APPEARING TO THE COURT: That Carolyn Wright is  
willing and is qualified to be reappointed to the Wasco County Weed Council  
for another term.

NOW, THEREFORE, IT IS HEREBY ORDERED: That Carolyn Wright  
be and is hereby reappointed to the Wasco County Weed Council; said term  
to expire on December 31, 2016.

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DATED this 19<sup>TH</sup> day of December, 2012.

WASCO COUNTY  
BOARD OF COUNTY COMMISSIONERS

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Rod Runyon, Commission Chair

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Sherry Holliday, Commissioner

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Scott Hege, Commissioner

APPROVED AS TO FORM:

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Eric J. Nisley  
Wasco County District Attorney

IN THE COUNTY COURT OF THE STATE OF OREGON  
IN AND FOR THE COUNTY OF WASCO

IN THE MATTER OF THE REAPPOINTMENT OF )  
KEITH SMITH TO THE WASCO COUNTY ) O R D E R  
WEED COUNCIL. ) 12-064

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 Court being present; and

IT APPEARING TO THE COURT: That Keith Smith's term on the  
Wasco County Weed Council expires as of December 31, 2012; and

IT FURTHER APPEARING TO THE COURT: That Keith Smith is  
willing and is qualified to be reappointed to the Wasco County Weed Council  
for another term.

NOW, THEREFORE, IT IS HEREBY ORDERED: That Keith Smith be  
and is hereby reappointed to the Wasco County Weed Council; said term to  
expire on December 31, 2016.

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DATED this 19<sup>TH</sup> day of December, 2012.

WASCO COUNTY  
BOARD OF COUNTY COMMISSIONERS

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Rod Runyon, Commission Chair

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Sherry Holliday, Commissioner

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Scott Hege, Commissioner

APPROVED AS TO FORM:

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Eric J. Nisley  
Wasco County District Attorney

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

IN AND FOR THE COUNTY OF WASCO

IN THE MATTER OF THE APPOINTMENT       )  
OF SHERRY HOLLIDAY TO THE WASCO       ) O R D E R  
COUNTY WEED COUNCIL.                       ) #12-065

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 County  
Commissioners being present; and

IT APPEARING TO THE BOARD: That a vacancy exists on the  
Wasco County Weed Council; and

IT FURTHER APPEARING TO THE BOARD: That Sherry Holliday is  
willing and is qualified to be appointed to the Wasco County Weed Council to  
fill the current vacancy.

NOW, THEREFORE, IT IS HEREBY ORDERED: That Sherry Holliday  
be and is hereby appointed to the Wasco County Weed Council; said term to  
expire on December 31, 2016.

DATED this 19<sup>th</sup> day of December, 2012.

WASCO COUNTY BOARD OF  
COUNTY COMMISSIONERS

APPROVED AS TO FORM:

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

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

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

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

**Agenda Item**  
**Homeless Persons' Memorial Day**

- [Introductory Email](#)
- [Homeless Persons' Memorial Service Flyer](#)
- [Homeless Persons' Memorial Day Proclamation](#)



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

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## Homeless Persons' Memorial Day

2 messages

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

Mon, Dec 10, 2012 at 12:44 PM

To: Jim Slusher <js@mccac.com>

Good Afternoon, Jim-

Sue gave me the proclamation you brought in and mentioned that you would like to appear before the Board next week during their regularly scheduled session. If that is the case, please let me know how much time you would like to have on the schedule. If there are any other documents you will using, please get those to me (electronically is fine :-) by Wednesday of this week.

Thank you,

Kathy White  
Executive Assistant  
Wasco County  
Board of County Commissioners  
511 Washington Street  
The Dalles, OR 97058  
work 541.506.2520  
fax 541.506.2551

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**Jim** <js@mccac.com>

Mon, Dec 10, 2012 at 2:20 PM

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

Hi Kathy, I think it will only take about 10 to 15 minutes, I will make a brief statement, then Rod can read the proclamation and sign if the court agrees. I have also sent an attachment about the Homeless Memorial Vigil on Fri. the 21st that can also be copied and emailed out to anyone you think might be interested, sorry about the dark copy that's the national poster being used....thanks for your help....js

PS: The EFSP money has been released, I am trying to find out who is in charge of the State-set-aside portion. Tim Smith from Roseburg, last year's United Way President is no longer there so I am searching for the new person(s), the grant has to be back to FEMA by the 21st...js

[Quoted text hidden]



**HomelessPersonsMemorialService-Flyer.doc**

125K



# Homeless Persons' Memorial Service

**Everyone deserves a safe, decent place to live.**

**Homeless people die  
from violence, often in  
unprovoked hate crimes.**



**Homeless people die  
from exposure, unprotected  
from the heat and cold.**

**Homeless people die from illnesses that affect everyone.**

On the first day of winter and the longest night of the year,  
please join us in remembering our homeless brothers  
and sisters who died while homeless.

**Friday, December 21, 2012**

**5:00 PM**

**Wasco County Court House Steps  
Washington Street**

Sponsored by the City of The Dalles, Wasco County,  
Wasco County Commission on Children & Families  
and

**Mid Columbia Community Action Council,**  
working together to end homelessness one person at a time.

# **P R O C L A M A T I O N**

## **HOMELESS PERSONS' MEMORIAL DAY**

**December 21, 2012**

WHEREAS, every member of society, including individuals experiencing homelessness, deserves the dignity of safe, decent, accessible, and affordable housing; and

WHEREAS, winter poses extreme hardship for inadequately housed low-income men, women, and children in Wasco County; and

WHEREAS, in this season of generosity and sharing, citizens of Wasco County are encouraged to commit themselves to promoting compassion and concern for all people, especially those who are poor and homeless; and

WHEREAS, in remembering those who have died without homes, the cause of ending homelessness remains urgent to prevent such deaths in the future; and

WHEREAS, December 21 has been designated National Homeless Persons' Memorial Day by the National Coalition for the Homeless and the National Health Care for the Homeless Council and is recognized by cities and counties nationwide.

NOW, THEREFORE, I, Ron Rivers, Chair of the Wasco County Commission, do hereby proclaim December 21, 2012, as

### **Homeless Persons' Memorial Day**

As established by Wasco County on Dec. 21, 2012, in recognition of the people who have died on our streets, in our emergency shelters, and in condemned or abandoned properties, from ailments or conditions directly related to homelessness. I hereby ask all citizens to take a moment of silence in remembering those who have died homeless and encourage our citizens to support local efforts to eliminate homelessness in Wasco County.

In witness whereof, I have hereunto placed my hand and caused the seal of Wasco County be affixed this 17th day of December 2012.

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Rod Runyon, Chair  
Wasco County

**Agenda Item**  
**Youth Services Merchant Card Policy**

- [Policy](#)
- [Card Handling Policy Agreement](#)

### A.18.03 **MERCHANT CARD HANDLING**

A.10.03.01 The purpose of his policy is to provide a service to the clients while protecting cardholder information against theft or improper usage, comply with all credit and banking industry security regulations related to payment card processing, reporting and maintaining proper financial controls in the receipt and processing of payment card transactions.

A18.03.02 It is the responsibility of the Department to request installation and any maintenance from the County Office of the Treasurer. It is further the responsibility of the Department to put standards in place that supports the requirements of the Office of the Treasurer and Finance Department.

A18.03.03 In relation to Merchant Card Handling, implementation of the necessary computer hardware and computer programming will be the responsibility of Office of the Treasurer. Actual computers, monitors, and printers are the responsibility of the Information Technology Department.

A18.03.04 The Department will not store, process or transmit any cardholder information on the County network including account number by end-user messaging technologies. These include, but are not limited to: email, text, instant messaging, etc. The Department will not create any electronic files or store information on portable devices. If the system is down the Department will not accept merchant card payments, at no time will cardholder information be written down for later processing.

A18.03.05 All transactions will require picture ID, a billing address and phone number. Two copies of the receipt will be printed, one signed copy for our purposes and a copy given to the cardholder.

A18.03.06 All signed and accepted receipts for transaction(s) will be submitted to the Treasurer or designated official in the Finance Office daily. Any exceptions must be note to the Director. The receipt will be documented in Eden under “credit amount” – only document the amount owed to the County – the user fee is separate and an agreement between the cardholder and the bank.

A18.03.07 Prohibited Activities: The following are prohibited in all instances, cash advances, amounts overpayment (cash back options), and adjustments of the amount owed based on method of payment.

A18.03.08 Only employees who are designated employees and have signed the Card Handling Policy Agreement will be authorized to accept merchant card payments. Card Handling Policy Agreements will be signed annually and a copy maintained in Department files.

## Credit Card Handling Policy Agreement

In accepting merchant (credit and debit cards) from our clients Wasco County Department of Youth Services is not only facilitating a revenue collection method, but accepting the trust and confidence of the County's residents, and partners who use or will benefit from this payment method.

Department of Youth Services has developed policies and procedures to accept merchant card payments that comply with industry standards. To comply with the standards the following agreement applies to Wasco County Department of Youth Services staff who are or potentially may be assigned the task of accepting merchant cards from our clients. Each Department staff is required to review and sign this agreement annually.

### **Policy Statement:**

The purpose of this policy is to provide a service to the clients while protecting cardholder information against theft or improper usage, comply with all credit and banking industry security regulations related to payment card processing, reporting and maintaining proper financial controls in the receipt and processing of payment card transactions.

#### 1) Access to Cardholder Merchant Card Data

- a. Wasco County Department of Youth Services staff who are designated as authorized are the only staff members that can facilitate or process merchant card transactions.
- b. Only authorized staff may process or have access to documentation related to merchant card transactions.
- c. A copy of the Agreement and Policy statement will be read and signed by authorized staff on initial training of policy and annually thereafter.
- d. Signed policy and agreement statements will be maintained in the Department Files and permanent employee files in office of Human Resources.

#### 2) Transmission of Credit Card Information

- a. Merchant card information will only be accepted in person (card present at point of transaction). Any other form of merchant card number acceptance, including but not limited to, telephone, email or instant messaging, is not authorized under any circumstances.
- b. A picture ID is required.
- c. A receipt of the transaction will be provided to each card holder.
- d. The merchant card payment receipt will show no more than the last five digits of the merchant card number.
- e. There will be no physical retention of the merchant card data.
- f. Any merchant card documentation reflecting customer merchant card data will be destroyed immediately in a manner that would not allow reconstruction of the document, i.e. crosshatch shredding or secure bin shredding.

**Agenda Item**  
**NORCOR Funding Formula**

- [Funding Formula 8-9-2012](#)

A JOINT RESOLUTION ESTABLISHING THE ALLOCATION OF COSTS FOR THE COUNTIES SUBSIDIES  
OF NORCOR CORRECTIONS AND ADOPTING THE FORMULA FOR FUNDING

**WHEREAS**, Northern Oregon Corrections (hereinafter NORCOR) is an intergovernmental corrections entity formed under the authority of Oregon Revised Statutes, Chapter 190, consisting of the Counties of Gilliam, Hood River, Sherman and Wasco as member counties; and

**Whereas**, Member Counties of NORCOR met in joint mediation on August 9, 2012 for the purpose of defining an equitable method of distributing the costs of the four counties portion of the NORCOR budget annually; and

**Whereas**, the Member Counties arrived at a formula which served the combined interests of the several counties and agreed that each county would consider this formula in an open meeting of the governing board for approval before any county is bound by this formula; and

**Whereas**, The Counties agree to act in good faith, and

**Now, Therefore**, be it hereby resolved that the allocation policy and conditions are approved by the member counties as follows;

This formula, once approved by each member county will continue in operation until changed by mutual consensus of the member counties in open session of the NORCOR board and then ratified by the governing bodies of each of the member counties.

Annually beginning with the year 2013-14 the NORCOR Board of Directors will examine and approve a budget for the operation of NORCOR Corrections in the normal process prescribed by law.

The portion of this budget which is not funded by other revenues and becomes the responsibility of the member counties will be allocated as follows;

Since NORCOR is situated in The Dalles, Wasco County bears additional costs, such as the costs associated with crimes committed in the facility. The NORCOR formula is designed to compensate Wasco County for those costs by exempting it from a portion of the budget (10% in the first year and 7.5% thereafter) and then to allocate among the Counties the cost of running NORCOR based upon a weighted average of each County's use of the adult and youth beds. The percentage of use is calculated on a five year rolling average, to ease the impacts of peaks and valleys in bed usage.

## The funding formula

**1)** Each NORCOR County's individual share of the overall budget will be initially based upon the following formula:

The County's % of use of the adult beds times the overall adult budget  
plus  
the County's % of use of the juvenile beds times the overall juvenile budget

For example, for the last five years, applying this formula results in the following individual contribution amounts:

Adult: \$3,500,000 Juvenile: \$791,000 Overall

W: 63.08% = \$2,207,800 39% = \$308,490

H: 25.56% = \$ 894,600 51% = \$403,410

S: 6.14% = \$ 214,900 2% = \$ 15,820

G: 5.22% = \$ 182,700 9% = \$ 71,190

100.00% 101%<sup>3</sup>

Each county's percentage of the overall budget in this example is therefore as follows:

W:  $\$2,207,800 + \$308,490 / \$4,291,000 = 58.6\%$

H:  $\$ 894,600 + \$403,421 / \$4,291,000 = 30.2\%$

S:  $\$ 214,000 + \$ 15,820 / \$4,291,000 = 5.4\%$

G:  $\$ 182,700 + \$ 71,190 / \$4,291,000 = 5.9\%$

100.1%

**2)** However, for the fiscal year 2013, Wasco County will be held harmless for 10.00% of the budget. Thereafter, Wasco County will be held harmless for 7.5% of the budget. The other three Counties will share in paying that portion of the budget based upon their proportionate share of use of the facilities.



In this example, the shares are calculated as follows:

$$30.2\% + 5.4\% + 5.9\% = 41.5\%$$

$$H: 30.2\%/41.5\% = 72.8\%$$

$$S: 5.4\%/41.5\% = 13.1\%$$

$$G: 5.9\%/41.5\% = 14.2\%$$

Applying those percentages to the current budget gives the following additional contributions from Hood River, Sherman and Gilliam counties:

$$\$4,291,000 \times 10\% = \$429,100$$

$$H: 72.8\% \times \$429,100 = \$312,385$$

$$S: 13.1\% \times \$429,100 = \$56,212$$

$$G: 14.2\% \times \$429,100 = \$60,932$$

$$\$429,529$$

**3)** Applying the complete formula to the current budget yields the following contribution amounts in this example:

$$\$4,291,000 - \$429,100 = \$3,861,900$$

$$W: 58.6\% \times \$3,861,900 = \$2,263,073$$

$$H: (30.2\% \times \$3,861,900) + \$312,385 = \$1,478,679$$

$$S: (5.4\% \times \$3,861,900) + \$56,212 = \$264,755$$

$$G: (5.9\% \times \$3,861,900) + \$60,932 = 288,784$$

$$\$4,295,2914$$

**4)**  $\$4,291,000 \times 100.1\% = \$4,295,291$ , meaning that when the rounding error is removed the formula works.

Effective date: This resolution will be in full force and effect for fiscal year 2013-2014 upon the ratification of the governing board of each member county.

Gilliam County:

\_\_\_\_\_  
Pat Shaw, Judge

\_\_\_\_\_  
Date

Hood River:

\_\_\_\_\_  
Ron Rivers, Chair

\_\_\_\_\_  
Date

Sherman:

\_\_\_\_\_  
Gary Thompson, Judge

\_\_\_\_\_  
Date

Wasco:

\_\_\_\_\_  
Sherry Holliday, Chair

\_\_\_\_\_  
Date

**Agenda Item**  
**Bomb Threat Response – After Action Report**

- [No documents have been submitted for this item – RETURN TO AGENDA](#)

**Agenda Item**  
**Executive Session**

- [No documents have been submitted for this item – RETURN TO AGENDA](#)

**ODS COMMUNITY HEALTH, INC. (ODS)  
PARTICIPATING PROVIDER AGREEMENT: CLINIC AGREEMENT  
OREGON HEALTH PLAN (OHP)**

This Participating Provider Agreement: Clinic ("Agreement") is entered into between ODS Community Health, Inc. (hereinafter called "ODS"), and **North Central Public Health District Wasco-Sherman-Gilliam Counties** (hereinafter called "Clinic").

This Agreement shall be effective as of the later of the date that: (i) all licensure verification and credentialing processes have been completed and approved by ODS; or (ii) the contract is countersigned by ODS. This date shall be referred to as the "Effective Date".

**RECITALS**

- A. ODS is an Oregon corporation engaged in the business of providing health insurance and administering or providing health benefit plans, including the Oregon Health Plan (referred to herein as "Health Benefit Plans").
- B. ODS and Clinic desire to enter into this professional services agreement under which Clinic will provide professional services with respect to the Health Benefit Plans offered by ODS.
- C. ODS and Clinic recognize that while the Health Benefits Plans under which a Member may seek medical services may or may not cover and/or pay for the medical services requested, the final decision to provide or receive medical services is to be made by the Member and Clinic.

NOW, THEREFORE, the parties agree as follows:

**I. DEFINITIONS**

- 1.1 "Appeal" means a request by a Member or Member's authorized representative, or by a health care professional acting on behalf of the Member with the Member's written consent, for ODS to review an action as defined in OAR 410-141-0160 and 410-141-0220.
- 1.2 "Clean Claim" means a claim that can be processed without obtaining additional information from the provider of the service or from a third party. It includes a claim with errors originating in a State's claims system. It does not include a claim from a provider who is under investigation for fraud or abuse, or a claim under review for medical necessity.
- 1.3 "Continuity of Care" means the feature of a health benefit plan under which a Member who is receiving care from an individual provider is entitled to continue with the individual provider for a limited period of time after the medical services contract terminates (HB 3040-B).
- 1.4 "Covered Services" means those medically necessary and appropriate healthcare services included in the Medical Assistance Program in which Member is enrolled 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 Oregon Health Plan

Clients and/or Members. Covered Services may be changed at any time pursuant to DMAP Rules and DMAP Agreement.

- 1.5 **"DMAP"** means the State of Oregon, acting by and through the Oregon Health Authority, Division of Medical Assistance Program.
- 1.6 **"DMAP Agreement"** means the Oregon Health Plan Provider Services Contract Fully Capitated Health Plan between DMAP and ODS, as amended from time to time.
- 1.7 **"DMAP Rules"** means the administrative rules duly promulgated by DMAP under OAR Chapter 410.
- 1.8 **"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 the following: (a) 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; (b) serious impairment to bodily functions; or (c) 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.
- 1.9 **"Emergency Services"** mean Covered Services that are: (a) furnished by a provider qualified to furnish these services; and (b) 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.
- 1.10 **"Exceptional Needs Care Coordination (ENCC)"** means a specialized case management service provided by Fully Capitated Health Plans (FCHPs) to Members identified as aged, blind, disabled or who have complex medical needs, consistent with OAR 410-141-0405. ENCC includes:
  - (a) Early identification of those Members who are aged, blind, disabled or who have complex medical needs;
  - (b) Assistance to ensure timely access to providers and Covered Services;
  - (c) Coordination with providers to ensure consideration is given to unique needs in treatment planning;
  - (d) Assistance to providers with coordination of Covered Services and discharge planning; and
  - (e) Aid with coordinating community support and social service systems linkage with medical care systems, as necessary and appropriate.
- 1.11 **"Grievance"** means an expression of dissatisfaction about any matter other than an Action, as "Action" is defined in this Agreement. Possible subjects for Grievances include, but are not

limited to, the quality of care or services provided, and aspects of interpersonal relationships such as rudeness of a provider or employee, or failure to respect the Member's rights.

- 1.12 **"Grievance System"** means the overall system that includes Grievances and Appeals handled at the PHP level and access to the state fair hearing process.
- 1.13 **"Health Benefits Plan"** means an individual health benefits plan offering the services of approved healthcare professionals participating in the Oregon Health Plan program, funded, underwritten or administered by ODS and which describe the Covered Services, applicable co-payments (if any) and deductibles (if any) and other information pertinent to the provision of services.
- 1.14 **"Medically Appropriate"** means services and medical supplies which required for prevention, diagnosis or treatment of sickness or injury, and which are:
- (a) Consistent with the symptoms of a medical condition or treatment of a medical condition;
  - (b) Appropriate with regard to standards of good medical practice and generally recognized by the medical scientific community as effective;
  - (c) Not solely for the convenience of the Member or Clinic; and
  - (d) The most cost effective of the alternative levels of service or medical supplies that can be safely provided to the Member in Clinic's judgment.
- 1.15 **"Member"** means an individual who is found eligible by a division of the Oregon Department of Human Services to receive services under one or more of the medical assistance programs administered by DMAP, who is enrolled with ODS and who has selected or been assigned to a PCP as his or her primary care provider.
- 1.16 **"Member Identification (ID) Card"** means the identification card issued by DMAP upon determination of eligibility, specifying the managed care plan or practitioner with which the recipient is enrolled.
- 1.17 **"Never Event/Serious Adverse Event"** means errors in medical care that are clearly identifiable, preventable, and serious in their consequences for patients, and that indicate a real problem in the safety and credibility of a health care clinic. Examples of "serious events" include surgery on the wrong body part; foreign body left in a patient after surgery; mismatched blood transfusion; major medication error; and preventable post-operative deaths.
- 1.18 **"Non-Covered Services"** means those services and supplies that are limited under or excluded from services provided to Members, as specified in OAR 410-141-0480.
- 1.19 **"Non-Emergency Services"** means those Covered Services which are not Emergency Services.
- 1.20 **"Participating Provider"** means an individual, facility, corporate entity, or other organization that supplies medical, dental, chemical dependency or mental health services or medical and dental items and that has entered into an agreement with ODS to provide such services to Members.
- 1.21 **"Physician"** means an individual licensed to practice medicine or osteopathy in the State of Oregon who may be a sole practitioner or is an owner, member, shareholder, partner, or employee of a partnership or professional corporation.

- 1.22 **"Provider Manual"** means the Physician and Provider Manual prepared and provided by ODS and as may be revised by ODS from time-to-time, which contains information and instructions for Physicians and Providers.
- 1.23 **"Primary Care Physician (PCP) Assignment"** refers to the process by which each Member is assigned to a PCP for provision of certain Covered Services.
- 1.24 **"Primary Care Physician (PCP)"** means a participating Physician who is a family physician, pediatrician or internist, and whose billings for primary care services are at least fifty (50%) percent of the Physician's total billings. With respect to women patients, "Primary Care Physician" may include a women's healthcare provider, defined as an obstetrician or gynecologist, physician assistant specializing in women's health, advanced registered nurse practitioner specialist in women's health or certified nurse midwife, practicing within the applicable lawful scope of practice, under the conditions set forth in ORS 743.845.
- 1.25 **"Post-Stabilization Services"** means Covered Services related to an Emergency Medical Condition that are provided after a Member is stabilized in order to maintain the stabilized condition or that are provided to improve or resolve the Member's condition.
- 1.26 **"Provider"** means any individual who is fully licensed within their scope of practice to provide medical services to Members including but not limited to individuals who practice medicine or osteopathy in the State of Oregon who may be a sole practitioner or is an owner, member, shareholder, partner, or employee of a partnership or professional corporation. For purposes of this Agreement "Provider" and "Physician" are used interchangeably.
- 1.27 **"Referral Physician"** means a Participating Physician (including specialist and Primary Care Physician) who provides medical service to members upon a referral from a Primary Care Physician.

## II. TERM AND TERMINATION

- 2.1 Effective Date; Term. This Agreement will become effective on the Effective Date as defined on Page 1 and will continue in effect for a period of twelve (12) months. Unless otherwise terminated as specified in this Agreement, on each anniversary of the Effective Date, this Agreement will automatically extend and continue in effect for successive renewal terms of twelve (12) months each, on the same terms and conditions then in effect.
- 2.1 Termination. The parties may terminate this Agreement during any term as follows:
- 2.1.1 Without Cause. Either party may terminate this Agreement at any time by giving at least ninety (90) days' prior written notice to the other party specifying that termination is being made under the provisions of this subsection, and specifying the effective date of termination.
- 2.2.2 Termination for Other Reasons. Either party may suspend or terminate this Agreement at any time for cause by providing fifteen (15) business days' written notice to the other party. As used herein, "cause" shall mean a violation of any material provision of this Agreement. Any notice provided hereunder must specify the cause for the termination and provide the other party fifteen (15) business days to cure the breach or violation and avoid suspension or termination under this subsection.



2.2.3 Duties after Termination. Upon termination of this Agreement:

- (a) Clinic shall ensure the orderly and reasonable transfer of Member care in progress;
- (b) If Clinic continues to provide Covered Services after the date of termination, ODS shall make payments at the DMAP fee-for-service rates in effect at the time services were delivered if the former Member is an DMAP recipient and ODS qualifies for such payments from DMAP; and
- (c) There shall be a final accounting of payments due to or refunds payable by Clinic.

**III. GENERAL REQUIREMENTS OF ODS**

- 3.1 Contracting. ODS will not discriminate against any provider for network participation, reimbursement or indemnification of any provider who is acting within the scope of its license or certification under applicable State law, solely on the basis of that license or certification. ODS will not discriminate against or penalize any provider that services high risk populations or specialize in medical conditions that require costly treatment by not contracting with Clinic or by not reimbursing or treating Clinic consistent with other providers within the same network. ODS may decline to contract with a provider for the ODS network if: (a) capacity needs are already being met; (b) if the provider has been excluded from participation in any Federal Healthcare program; or (c) if the provider does not meet ODS credentialing/ recredentialing standards. ODS will communicate with any denied provider the specific reason the contract is declined.
- 3.2 Credentialing. ODS shall adopt credentialing guidelines, shall include them in the Provider Manual, and shall credential each provider under those guidelines. Any adverse credentialing action shall be taken only pursuant to those guidelines. Clinic shall notify ODS immediately in the event that its license is suspended or revoked, fails to comply with ODS policies or otherwise becomes unable or refuses to render Covered Services. Further, if any healthcare professional affiliated with Clinic fails to comply with the terms of this Agreement, ODS reserves the right to exclude such healthcare professional from further participation under this agreement.
- 3.3 Energy Efficiency. Clinic shall comply with any applicable mandatory standards and policies relating to energy efficiency, which are contained in the State Energy Conservation Plan issued in compliance with Energy Policy and Conservation Act (Title III part C, Pub. L. 94-165).
- 3.4 Equal Opportunity. To the extent applicable, Clinic shall 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).
- 3.5 General. ODS shall perform administrative, accounting, member communication, enrollment and other functions necessary or appropriate for the administration of this Agreement.
- 3.6 Identification and Eligibility. ODS shall furnish its Members with an identification card which is to be presented by the member on each visit to Clinic. Clinic shall use its best efforts to verify an ODS Member's eligibility for service before treatment commences or as soon thereafter as reasonably possible.

- 3.7 Participating Providers. ODS shall contract with a panel of primary care, specialty, ancillary, inpatient and tertiary providers that is adequate to service its enrolled Member population. ODS shall publish and maintain a list of Participating Providers. Clinic shall be listed as a Participating Provider of ODS.
- 3.9 Personnel and Facilities. ODS shall maintain adequate personnel and facilities to provide timely telephone and written response, during normal business hours, to inquiries regarding eligibility, Covered Services, PCP Assignment of Members, and prior authorization or referrals.
- 3.10 Publication. ODS will systematically and professionally promote use of Participating Providers by including their names and telephone numbers in the ODS-OHP Medical Provider Directory. This directory is available via hard copy or the ODS-OHP website.
- 3.11 Standards. ODS shall comply with all applicable state and federal laws and regulations.

#### IV. GENERAL REQUIREMENTS OF CLINIC

- 4.1 Advance Directives. To the extent required by law, Clinic agrees to provide adult Members with written information about advance directive policies, and to note in all Member records as to whether the Member has executed an advance directive, and to maintain a copy of the advance directive upon completion. Clinic shall comply with the requirements of 42 CFR Part 489, Subpart I OBRA 1990, Patient Self Determination Act, and ORS 127 as amended, pertaining to advance directives for healthcare.
- 4.2 Eligibility Verification. Before providing Covered Services to a Member, other than Emergency Services, Clinic shall: (a) determine that the Member possesses a valid and current DMAP Medical Identification Card and supporting identification; or (b) confirm eligibility electronically or by telephone with ODS.
- 4.3 Encounter Data. Clinic shall, in accordance with OAR 410-141-0420, submit to ODS encounter data in the form of a CMS 1500 billing form, for each contact with a Member as defined in Section 1.2, "Clean Claim". Clinic shall use best efforts to supply encounter data once a month, and shall in all cases supply encounter data no later than 120 days after a contact. Each encounter claim shall include such information as may be required by the DMAP and ODS policies. Clinic certifies that all information provided is true, accurate, and complete. Any falsification or concealment of material fact by Clinic when submitting claims may be prosecuted under Federal and State laws. Clinic acknowledges ODS is subject to additional costs and administrative fees for failure to submit encounter data in compliance with DMAP Rules. Clinic shall indemnify ODS for any such costs of fees caused by Clinic's failure to promptly deliver encounter data after notice of such failure
- 4.4 Energy Efficiency. Each party shall comply with any applicable mandatory standards and policies relating to energy efficiency, which are contained in the State Energy Conservation Plan issued in compliance with Energy Policy and Conservation Act (Title III part C, Pub. L. 94-165).
- 4.5 Equal Opportunity. To the extent applicable, each party shall 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).
- 4.6 Facilities and Equipment. Clinic shall maintain facilities and equipment appropriate for provision of services to Members of a type and quality consistent with generally accepted standards of

practice in Clinic's community and the healthcare profession. Clinic shall permit ODS or its designated representatives or representatives of DMAP to inspect facilities and equipment used to provide services to Members on request from time to time.

- 4.7 Licensure. Clinic shall possess and will maintain in good standing, all licenses, registrations, certifications, and accreditations required by law to render health care in the State of Oregon and will comply with any applicable local, state and/or federal laws or regulations related to the delivery of health care services.

Clinic will promptly notify ODS in writing, but within not more than thirty (30) days, of any formal action against any licenses or, if applicable, against any certifications by any certifying boards or organizations, as well as any changes in Clinic's practice ownership or business address, along with any other problem or situation that may or will impair the ability of Clinic to carry out the duties and obligations of this Agreement.

Clinic shall have been convicted or found guilty of any offense or act that is a violation of the medical practice act (ORS 677). A conviction shall include a plea or verdict of guilty or a conviction following a plea of *nolo contendere*.

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

- 4.9 Miscellaneous Federal Laws. Each party shall comply with all standards, orders, or requirements issued under applicable Federal and State laws including but not limited to: (i) Title VI and VII of the Civil Rights Act of 1964, as amended; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) The Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, as amended; (v) The Health Insurance Portability and Accountability Act of 1996; (vi) The Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vii) The Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, (viii) all regulations and administrative rules established pursuant to the foregoing laws; (viii) all other applicable requirements of federal civil rights and rehabilitation statutes, rules and regulations; (ix) all federal law governing operation of Community Mental Health Programs, including without limitation, all federal laws requiring reporting of client abuse; (x) all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 7606), the Federal Water Pollution Control Act as amended (commonly known as the Clean Water Act) (33 U.S.C. 1251 to 1387), specifically including, but not limited to Section 508 (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (2 CFR Part 1532), which prohibit the use under non-exempt federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities; and (xi) all 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). These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the goods and services governed by these rules and required by law to be so incorporated. No federal funds may be used to provide services in violation of 42 USC 14402.

- 4.10 Name. Clinic shall permit ODS to use Clinic's name, address, telephone number, designation of specialty and other information concerning Clinic's practice in directories provided to other participants in Health Benefit Plans and to Members.
- 4.11 Patient Medical Record Documentation. Clinic shall maintain documentation of all patient encounters in a Patient Medical Record. Accepted standards of medical documentation must be used and should be legible, accurate and should reflect consistent delivery of quality healthcare. Members may request and receive a copy of his or her medical records, and to request that they be amended or corrected as specified in applicable state or federal laws.
- 4.12 Provider Manual. Clinic agrees to abide with the provisions contained in the Provider Manual, which is incorporated herein by reference. ODS shall supply Clinic with a copy of the Provider Manual and periodic additions and changes thereto. The Provider Manual shall include copies of the ODS policies, relevant provisions of the DMAP Rules and the DMAP Agreement, and any other documents necessary to guide Clinic. ODS shall provide Clinic with at least thirty (30) calendar days prior written notice of any material modification or amendment to the Provider Manual. Any such changes to the Provider Manual may be communicated to Clinic in writing or via electronic means, including the posting of such revisions on the ODS website and/or communications sent to Clinic via electronic mail. Appropriate notification of any changes will direct Clinic to the website, written, e-mail or other electronic vehicle.
- 4.13 Provision of Professional Services. Clinic shall accept Members referred by PCP for diagnosis and treatment and shall provide Covered Services to Members within the scope of Clinic's practice and licensure.
- 4.14 Referrals. Except as permitted for self-referrals for mental health, chemical dependency, obstetrical and family planning services under DMAP Rules, and other services under law for which a referral or prior authorization may not be required, provision of Non-Emergency Services must be pre-authorized by a referral in accordance with ODS' policies. The Covered Services to be rendered, the number and frequency of treatments, and the period during which services may be rendered shall all be as limited by the referral. Where feasible, Clinic shall refer Members to Participating Providers.
- 4.15 Training and Education. Clinic shall ensure that all personnel providing services to Members under this Agreement are properly trained and qualified to render the services they provide. Clinic shall arrange for continuing education of personnel rendering services under this Agreement as necessary to maintain such competency and satisfy all applicable licensing or other legal or regulatory requirements.
- 4.17 Utilization Management and Quality Review. Clinic shall cooperate with the ODS Utilization Management and Quality Review Program.
- 4.18 Storage of Member Data. Clinic shall ensure that all Member data is transported and stored in a secure manner, in accordance with applicable State and Federal requirements.

- 4.19 Two-Way Communication. Clinic shall communicate and coordinate with Participating Providers in a timely manner for comprehensive care management of the Member.

## V. PROVISION OF SERVICES

- 5.1 Advocacy. When practicing in conformity with ORS 677.095, Clinic may advocate a decision, policy or practice to ODS, request an expedited resolution, or support or submit an appeal on behalf of Clinic's patient (Member) without being subject to any punitive action, termination or penalty for the sole reason of such advocacy. Nothing in this Agreement shall be deemed as limiting Clinic's ability, within the lawful scope of practice, from advising or advocating on behalf of a Member, who is a patient of Clinic, for the following:
- (a) for the Member's health status, medical care, or treatment options, including any alternative treatment that may be self-administered, that is Medically Appropriate even if such care or treatment is not covered under this Agreement or is subject to copayment;
  - (b) any information the Member needs in order to decide among relevant treatment options, with such information presented in a manner appropriate to the Member's condition and ability to understand;
  - (c) the risks, benefits, and consequences of treatment or non-treatment; and
  - (d) the Member's right to participate in decisions regarding his or her health care, including the right to refuse treatment, and to express preferences about future treatment decisions.
- 5.2 Availability and Access of Services. Clinic agrees to provide direct and referral medical services to Members in accordance with this Agreement. All services made available by Clinic to any patient will be made available to Members, as long as those services are covered in a timely and coordinated manner, as required by the Member's medical condition.
- 5.3 Coverage during Absence. Clinic agrees to maintain appropriate coverage arrangements among Participating Physicians so that Covered Services remain available and accessible to Members, including access to Clinic's emergency medical services, on a 24-hour, 7-day-a-week basis.
- 5.4 Emergency. In the event of a Medical Emergency and in circumstances where prior consent is not possible, not feasible, or might involve delays jeopardizing the Member's care, Clinic shall proceed in Clinic's best medical judgment, notifying ODS within two (2) business days. In such event, ODS shall pay for all Covered Services (pursuant to coverage limitations and payment provisions in the applicable Health Benefits Plan) rendered up to the time of such notification and the ODS approval or disapproval of the continuation of any such continued care by the non-participating physician, provider or agency. In the event that the notice required by this subsection is not given as required, ODS reserves the right to suspend, refuse or terminate the payment for Covered Services rendered between the time such notice should have been given to ODS and the time notice was actually given to ODS.
- 5.5 Laboratory Certification. Clinic shall take all reasonable measures to ensure that all laboratory testing sites providing services under this agreement have either a Clinical Laboratory Improvement Amendments (CLIA) certificate of waiver or a certificate of registration along with a CLIA Identification number. Those laboratories with certificates of waiver will provide only the

eight types of tests permitted under the terms of their waiver. Laboratories with certificates of registration may perform a full range of laboratory tests.

- 5.6 Member Rights. Clinic must ensure that each Member is guaranteed the right to be free from any form of restraint or seclusion used as a means of coercion, discipline, convenience, or retaliation as specified in other Federal regulations on the use of restraints and seclusion. In addition, Clinic 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. Clinic shall not penalize a Member in any way as a result of such Member availing themselves of the Member rights referenced herein.
- 5.7 Prior Authorizations. Clinic understands that prior authorization by ODS is necessary with respect to certain services to be provided by Clinic to a Member and in such cases, Clinic agrees to obtain prior authorization of ODS pursuant to procedures set forth in the Provider Manual before authorizing or providing such services. "Prior Authorization" means a determination by ODS, prior to the provision of services, that the Member is eligible for coverage and/or determinations by ODS relating to benefit coverage and medical necessity. Prior Authorization shall not be required prior to the provision of Emergency Services or for other instances in which Prior Authorization is not permitted by law.
- 5.8 Referrals. Clinic agrees, in the treatment and care of Members, to the extent feasible, to use only Participating Physicians and Participating Providers, including hospitals and other health care professionals. Clinic agrees to obtain prior approval of ODS pursuant to procedures set forth in the Provider Manual before obtaining the services of a non-participating physician, provider or agency, in the event Clinic believes that such physician, provider or agency possesses unique skills or services necessary to give adequate care to any Member; provided, however, that consistent with Article 5.2 of this Agreement, this limitation on referrals is not intended to cause Clinic to deny referral of a Member to a non-participating provider for the provision of such care, if the Member is informed that the Member will be responsible for the payment of such Non-Covered Services, experimental or referral care and the Member nonetheless desires to obtain such care or referral.
- 5.9 Services to Members. Services to Members shall be in accordance with appropriate professional standards of care. The quality and availability of Covered Services provided to Members shall be no less than the quality and availability provided to other patients. This Agreement shall not be construed so as to alter Clinic's relationship with its patients, or to interfere with Clinic's ability to provide services acceptable under current medical standards. The final decision to provide or receive services is to be made by the Member and Clinic, regardless of whether ODS or its designated agent has determined such services are medically necessary or Covered Services.
- 5.9.1 Clinic agrees to render services to Members in the same culturally sensitive manner as provided to Clinic's other patients. Clinic shall not discriminate against Members because of source of payment, race, sex, national origin, ancestry, religion, marital status, sexual orientation, age, health status or need for healthcare services. Violation of this Subsection 5.9.1 shall constitute a material breach of this Agreement.
- 5.9.2 Conduct its practice and treat all Members using that degree of care, skill and diligence which is used by ordinarily careful providers in the same or similar circumstances in the Clinic's community or a similar community; and

5.9.3 Comply with all DMAP Rules, ODS policies and with other applicable state and federal laws and regulations.

5.10 Withdrawal. Subject to Clinic's professional responsibilities, Clinic providers may withdraw from the care of a patient when, in the professional judgment of Clinic, it is in the best interest of the patient to do so.

5.11 PCP Capacity and Member Assignment: Clinic shall accept assignments of new Members from ODS and Clinic's practice shall remain open to new enrollment until a minimum assignment of not less than 100 Members has been reached. When Clinic is accepting new Members, ODS may randomly assign Members consistent with the established capacity of Clinic's practice. Some exceptions to the capacity limits set forth in this section include, but are not limited to, the following:

- Siblings of existing OHP patients.
- Clients Clinic has seen in the past who are eligible with ODS.
- Members Clinic would like to continue to care for
- Members assigned at the request of Clinic

## **VI. RELATIONSHIP OF PARTIES**

6.1 Clinic - ODS. It is expressly understood that Clinic renders services to Members as an independent medical service provider within a provider-patient relationship. Neither party acts as the agent, principal, joint venture, or partner of the other. It is the sole responsibility of Clinic to care for Members and to determine with the Member, what services are medically appropriate for any Member.

6.2 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. With the exception of those items subject to Article 6.3 of this Agreement, each party shall be solely responsible for the payment of debts and obligations which may be sought by a third party that may be due as a result of that party's actions and exercise of its obligations.

6.3 Indemnification and Contribution. These provisions relate to third party claims made by persons or entities, including Members, other than Clinic and ODS.

6.3.1 Indemnification by Clinic. Subject to any and all limitations on liability, exclusions, and notice requirements of the Oregon Constitution and/or as set out in the Oregon Tort Claims Act (ORS 30.260 through 30.300), Clinic shall defend, indemnify, and hold harmless ODS and its officers, employees and agents from and against any third-party liability which may arise under this Agreement to the extent that it arises out of the tortious acts of Clinic, its officers, employees, or agents when acting within the scope and course of their employment or duties. Clinic shall not be required to defend, indemnify or hold harmless ODS or its officers, employees, or agents for any other liability, including but not limited to any liability arising out of the tortious acts of any Clinic officer, employee, or agent acting outside of the scope or course of his or her employment

or duties, and/or the tortious acts of any other party, including without limitation, the employees or agents of ODS.

6.3.2 Indemnification by ODS. ODS shall, within the limits of its policies of professional and general liability insurance, and to the extent not otherwise inconsistent with the laws of the applicable jurisdiction, indemnify and hold harmless Clinic, its appointed boards, officers, employees, agents and subagents, individually and collectively, from all fines, claims, demands, suits or actions of any kind or nature arising by reason of ODS' negligent acts or omissions in the course of its performance of its obligations under this Agreement.

6.3.3 Nothing in this Agreement or in its performance will be construed to result in any person being the officer, servant, agent or employee of the other party when such person, absent this Agreement and its performance, would not in law have had such status.

## **VII. PAYMENT AND BILLING**

7.1 Audit of Claims. Clinic and ODS shall have the right to review and audit any claims and to reconcile any amounts accordingly within twelve (12) months from the date payment was issued by ODS to Clinic. Neither Clinic nor ODS shall be entitled to review and adjust payments for claims that were paid more than twelve (12) months previously.

7.2 Billings. Clinic shall submit written claims and detailed billings to ODS within one-hundred-twenty (120) days of the date health care services were provided, and in any event, shall be submitted no later than twelve (12) months from the date that the Member received services.

Clinic shall submit claims in the form and manner specified in the ODS policies. ODS shall pay Clinic for Covered Services by the 30th day after a Clean Claim is received. The date of receipt is the date ODS receives the claim, as indicated by its date stamp on the claim or other indicia of receipt date. Billing and payment for all claims shall be pursuant to ODS policies as set out in the Provider Manual in effect at the time Clinic provides Covered Services.

When a Member has a third party resource, including OHP, the total payment from the third party and ODS cannot exceed ODS' normal compensation amount.

7.3 Coordination of Benefits. ODS reserves the right to coordinate benefits with other health plans, insurance carriers, and government agencies. ODS may release medical information to such other parties as necessary to accomplish the coordination of benefits in conformity with applicable confidentiality laws. Coordination of benefits shall not result in Compensation in excess of the amount determined by this Agreement, except where state laws or regulations require the contrary. If Clinic has knowledge that a Member has a third party health insurance or health benefits, or that either Member or Clinic is entitled to payment by a third party, Clinic shall immediately so advise ODS. ODS shall be entitled to a credit or refund for the exact amount of duplicate payment received by Clinic.

7.4 Conditions for Non-Payment. ODS shall have no obligation to make payments to Clinic relating to an individual if:

(a) Clinic fails to obtain valid referral to provide Covered Services in accordance with ODS'



policies;

- (b) Clinic fails to verify an individual's eligibility for Covered Services in accordance with ODS policies and the individual is not a Member;
- (c) Information provided to ODS by Clinic is materially inaccurate, and ODS should later reasonably determine either that the individual was not eligible, or the services were not Covered Services;
- (d) The delivered services are not Covered Services, and do not comply with this Agreement or with the quality of care and utilization standards adopted in the ODS Utilization Management and Quality Review Program; or
- (e) Clinic fails to submit claim within one-hundred-twenty (120) days of the day on which the healthcare services being billed for was provided to the Member.

7.5 Fraud and Abuse. Upon reasonable written request, Clinic shall permit ODS, the Medicaid Fraud Compliance Unit or DMAP during normal business hours, to inspect, evaluate, or audit books, records, documents, files, accounts, and facilities maintained by Clinic with respect to the professional services provided under this Agreement, as reasonably required to investigate an allegation of fraud or abuse. To the extent applicable to a reference clinical laboratory, Clinic shall comply with all patient abuse reporting requirements and fully cooperate with the state of Oregon for purposes of ORS 410.610 et. seq., ORS 419B.010 et. seq., ORS 430.735 et. seq., ORS 441.630 et. seq., and all applicable administrative rules.

7.6 Never Event/Serious Adverse Event. Clinic agrees that should a Never Event/Serious Adverse Event occur that Clinic waives the right to bill and collect any reimbursement from either ODS or the Member for any and all services (medical or otherwise) that are related to the Never Event/Serious Adverse Event and for any medical services provided thereafter as a result of the Never Event/Serious Event occurring.

In the event that ODS has made any payment(s) for services that are defined after payment as a Never Event/Serious Adverse Event, Clinic agrees to promptly refund all monies paid for services related to the event. Clinic will refund such monies promptly upon its own discovery of the occurrence of a Never Event/Serious Adverse Event or upon learning of an event from ODS, the Member or any other third party.

7.7 Non-Covered Services. Clinic may bill Member and collect for those services, supplies or equipment that is lawfully the financial responsibility of the Member (as defined in OAR 410-141-0480). This provision shall include collection for Non-Covered Services, which have not otherwise been paid by a primary or secondary carrier in accordance with regulatory standards for coordination of benefits and for which Clinic has obtained a written waiver on a form approved by DMAP prior to delivering the services. Further, Clinic shall advise a Member, who is the patient of Clinic, about the health status of the Member or any service, treatment, or test that is medically necessary but not authorized under the Benefit Package of Covered Services.

7.8 Overpayments. Any payments made by ODS to which Clinic is not entitled under the terms of this Agreement, shall be considered an overpayment and shall be refunded by Clinic at the request of ODS or offset future payments, in accordance with OAR 410-120-1397, or as otherwise provided by law.

- 7.9 Payment in Full. Payments to Clinic by ODS under this Article 7 shall be considered payment in full for Clinic and all persons providing Covered Services under this Agreement (including Clinic's subcontractors) for the provision of such services to Members. Clinic shall not charge, bill or attempt to collect from Member any charges incurred in connection with the provision of Covered Services, except any co-payment, deductible or other surcharge allowed by DMAP Rules. Any agreement of a Member to the contrary shall not bind ODS. In no event including, but not limited to, non-payment by ODS, ODS' insolvency or breach of this Agreement, shall Clinic bill, charge, collect a deposit, seek compensation from, or have any recourse against DMAP, a Member or person other than ODS. This provision does not prohibit collection for Non-Covered Services as referenced in Section 7.7.

In the event of ODS' insolvency, Clinic shall continue to provide Covered Services to Members for the duration of the period that ODS was paid a capitation payment by DMAP on behalf of the Member.

- 7.10 Underpayment. ODS agrees to refund to Clinic all underpayment amounts which ODS has not paid to Clinic because of clerical error, duplicate insurance, Worker's Compensation recovery or other third party liability recovery. Payment is due within ninety (90) days of notification by Clinic that a refund is due. Clinic shall have one year from the date of initial payment to collect underpayment.

## **VIII. COST EFFECTIVENESS**

- 8.1 Cost-Effectiveness. Clinic agrees to practice in a cost-effective manner while ensuring quality patient care for Members and to the extent feasible, Clinic agrees that it shall:
- 8.1.1 Avoid treating Members in an emergency room when other treatment would be equally medically appropriate and more cost-effective by not referring the Member to the emergency room.
  - 8.1.2 Utilize outpatient services whenever medically feasible in lieu of residential, partial hospitalization, or in-patient services.
  - 8.1.3 Utilize residential, partial hospitalization, or day treatment services whenever medically feasible in lieu of in-patient services.
  - 8.1.4 Cooperate fully with the ODS pre-authorization program and particularly to obtain prior approval for all but emergency hospital admissions.
  - 8.1.5 Participate in ODS utilization review planning for appropriate discharge of hospitalized patients.

## **IX. DISPUTE RESOLUTION**

- 9.1 Members. ODS shall maintain and publish procedures for hearing and responding to the grievances of Members and Participating Providers. Clinic shall cooperate with such grievance procedures.

- 9.2 Dispute Resolution. The parties shall attempt to resolve any dispute, controversy or claim arising out of, or relating to, this Agreement by mutual cooperation. Prior to Arbitration required by this Article and upon the request of either party, any disputes that may arise between Clinic and ODS under this agreement shall proceed to mediation, in the same manner as provided in 9.4, 9.5, and 9.6.
- 9.3 Arbitration. With the exception of the indemnity obligations set forth in Article 6 and claims payment policies as referenced in Article 7 disputes that may arise between Clinic and ODS under this Agreement shall be resolved by final, binding arbitration in Oregon. Any such arbitration shall be conducted in accordance with ORS 36.300 *et seq.* with a single arbitrator, as modified by this Article.
- 9.4 Clinic agrees that the arbitration provided herein shall not be available until all internal grievance mechanisms, including those for Credentialing, Peer Review, Utilization Review or Quality Assurance programs as may be established, have been exhausted.
- 9.5 If the parties cannot agree upon a single arbitrator within two (2) weeks after one of the parties' requests arbitration, either party may petition the presiding judge of the Circuit Court in Multnomah County, Oregon, to appoint a single arbitrator. The arbitrator chosen by the parties or appointed by the court shall not be a physician, a practitioner who meets the definition of a Primary Care Physician, or an individual employed in the insurance industry.
- 9.6 Arbitration shall take place in Multnomah County, State of Oregon.
- 9.7 Each party to the arbitration shall share proportionally the fees of the arbitrator; otherwise each party shall be responsible for its own attorney's fees and costs involved in the arbitration.

## **X. MISCELLANEOUS**

- 10.1 Professional Liability Insurance. During the term of this Agreement, Clinic agrees to maintain professional liability insurance in an amount not less than \$1,000,000 per claim/\$3,000,000 aggregate. This coverage is to be primary, and insure against claims for damages arising by reason of personal injury, including bodily injury or death, directly or indirectly, in connection with the acts or omissions of the Clinic or its agents or employees with the exception of general liability. Clinic will not reduce or eliminate any part of its coverage without giving thirty (30) days prior written notice to ODS. Upon request by ODS, Clinic will produce evidence of such insurance. In the event Clinic should obtain "claims made" coverage as opposed to "occurrence" coverage, Clinic shall procure and maintain, prior to termination of the "claims made" coverage, extended reporting coverage, in order to continue equivalent coverage in compliance with this Agreement for a period of not less than two years.
- 10.2 General Liability Insurance. During the term of this Agreement, Clinic agrees to maintain general liability insurance in an amount not less than \$1,000,000 per claim/\$3,000,000 aggregate. This coverage is to be primary, and insure against claims for damages arising by reason of personal injury, including bodily injury or death, directly or indirectly, in connection with the acts or omissions of the Clinic or its agents or employees, with the exception of professional liability. Clinic will not reduce or eliminate any part of its coverage without giving thirty (30) days prior written notice to ODS. Upon request by ODS, Clinic will produce evidence of such insurance. In the event Clinic should obtain "claims made" coverage as opposed to "occurrence" coverage, Clinic shall procure and maintain, prior to termination of the "claims made" coverage, extended

reporting coverage, in order to continue equivalent coverage in compliance with this Agreement for a period of not less than two years.

- 10.3 Workers' Compensation. Clinic shall maintain workers' compensation insurance coverage for all non-exempt workers, employees, and subcontractors either as a carrier-coverage for all non-exempt workers, employees, and subcontractors either as a carrier-insured employer, or a self-insured employer, as defined in ORS Chapter 656. Out-of-state employers or subcontractors shall provide Oregon workers' compensation insurance coverage for their workers who work at a single location within Oregon for more than thirty (30) days in a calendar year. Contractors or subcontractors who perform work for Clinic without the assistance or labor of any employee may file a statement with Clinic indicating this status. At ODS' request, Clinic shall provide ODS a certificate showing current workers' compensation insurance coverage.
- 10.4 Maintenance and Retention. Clinic shall maintain financial, medical, and other records pertinent to this Agreement. Clinic shall retain all records, other than medical records, for at least seven (7) years after final payment is made under this Agreement and all pending matters are closed. Clinic shall maintain and retain medical records for at least seven (7) years after the date of service. Additionally, if an audit, litigation, research and evaluation, or other action involving the records is started before the end of the seven (7) year period, the medical records shall be retained until all issues arising out of the action are resolved OAR 410-141-0180(4).
- 10.5 Access to Records. At all reasonable times, Clinic shall provide ODS, DMAP, the Centers for Medicare & Medicaid Services, the Comptroller General of the United States, the Oregon Secretary of State, and all of their duly authorized representatives, the right of access to its facilities and to its financial and medical records and all accompanying billing records that are directly pertinent to this Agreement in order to monitor and evaluate cost, performance, compliance, quality, appropriateness, and timeliness of services provided under this agreement. These records will be made available for the purpose of making audit, examination, excerpts, and transcriptions for purposes and in accordance with the processes authorized by law. Clinic shall, upon request, provide a reasonably available, suitable work area, and (for a mutually agreeable charge) copying capabilities to facilitate such an audit or review.
- 10.6 Confidentiality. The confidentiality of information concerning Members is subject to the following statutes and regulations, among others: 42 CFR Part 2 (drug and alcohol diagnosis and treatment), 42 CFR Part 431 Subpart F (Medicaid), 45 CFR Part 205.50 (federal family assistance programs), ORS 179.505 through 179.507 (public agencies and institutions, community mental health providers and subcontractors, contractors of Mental Health and Developmental Disabilities Services Division or Office of Mental Health and Addiction Services), 411.320 (public assistance programs), 430.399 (intoxicated patients taken by police to treatment facility), and 433.045(3) (HIV test information). In addition, if Clinic is a public body within the meaning of the Oregon public records law, Clinic must comply with the requirements of ORS 192.502(2) (personal information), 192.502(8) (information confidential under federal law), and 192.502(9) (information confidential under state law). Clinic and ODS shall comply with all applicable statutes and regulations concerning the confidentiality of information concerning Members. Specifically, and without letting the generality of the foregoing, Clinic and ODS shall not use, release, or disclose any information concerning a Member for any purpose not directly connected with the administration of this Agreement or under Title XIX of the Social Security Act, except with the written consent of the Member, the Member's attorney or, if applicable, the Member's parent or guardian, or unless otherwise authorized by law. Clinic and ODS shall ensure that their

agents, employees, officers, and subcontractors with access to the Member's records understand and comply with this confidentiality provision.

10.7 Confidentiality of Protected Health Information. ODS and Clinic acknowledge both parties are a "Covered Entity," as defined in the Health Insurance Portability and Accountability Act of 1996 (the "Privacy Rule"). Each party shall protect the confidentiality of Protected Health Information (as defined in the Privacy Rule) and shall otherwise comply with the requirements of the Privacy Rule and with all other state and federal laws governing the confidentiality of medical information.

10.8 Notice. Any notices required or permitted to be given shall be given in writing by personal delivery, facsimile, or by overnight mail sent with proof of delivery. In the event of delivery by facsimile, notice must also be delivered by first class mail to the party at the address set forth below. Notices shall be addressed to the parties at the following addresses:

**To ODS:**

**ODS Community Health, Inc.  
Medical Professional Contracts  
601 S.W. Second Avenue  
Portland, OR 97204-3156**

**To Clinic:**

**North Central Public Health District  
Wasco-Sherman-Gilliam Counties  
419 E 7<sup>th</sup> Street, Room 100  
The Dalles, OR 97058**

Either party may change such party's address for notice by written notice given in accordance with this paragraph. Notices delivered personally will be deemed given as of actual receipt; notices sent via overnight mail will be deemed receipt as of the date of delivery noted by the carrier; and facsimile notices will be deemed given as of actual receipt, provided that the party giving notice has also provided notice by mail on the same date as the facsimile notice.

10.9 Medical Decisions. A doctor of medicine or osteopathy licensed under ORS 677 shall be retained by ODS and shall be responsible for all final medical and mental health decisions relating to coverage or payment made pursuant to this Agreement.

10.10 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the state of Oregon.

10.11 Entire Agreement. This Agreement supersedes any and all agreements, either written or oral, between the parties hereto with respect to the subject matter contained herein.

10.12 Amendments. ODS may amend this Agreement upon thirty (30) day written notice to Clinic. Such amendments shall automatically become effective thirty-one (31) days after the date of written notice, unless specifically rejected by the Clinic within thirty (30) days of such written notice.

10.13 Severability and Right to Terminate. If any provision of this Agreement is held by a court of competent jurisdiction or applicable state or federal law to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect; provided, however, that in such event, either Party shall have the right to terminate this Agreement on ninety (90) calendar days written notice to the other that this Agreement is being terminated pursuant to this subsection.

- 10.14 Assignment. Neither party may assign this Agreement, or any of its obligations or rights, without the written consent of both parties, which shall not unreasonably be withheld. In the event of merger, consolidation, or acquisition of either party, this Agreement shall be binding on the parties and any successors of the parties.
- 10.15 Waiver. Any waiver of any provision or of the breach of any provision, of this Agreement must be in writing and signed by the waiving party. Any such waiver shall not operate as, or be deemed to be, a waiver of any prior or future breach of such provision or of any other provision.
- 10.16 Independent Contractors. Clinic and its subcontractors, employees, and agents are performing the work under this Agreement as independent contractors.
- 10.17 Binding Effect. This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their permitted assignees.
- 10.18 Unforeseen Circumstances. Neither party shall be liable for or deemed to be in default for any delay or failure to perform any act under this Agreement (other than the payment of money) resulting, directly or indirectly, from acts of God, civil or military authority, acts of public enemy, acts of terrorism, war, accidents, fires, explosions, earthquake, flood, failure of transportation, strikes, or any other work stoppages by either party's employees, or any other cause beyond the reasonable control of such party.
- 10.19 Waiver of Breach. The failure of ODS or Clinic to object or to take affirmative action with respect to any conduct of the other which is a breach of this Agreement shall not be construed as a waiver of that breach or of any prior or future breaches of this Agreement.
- 10.20 Limitations of Third Party Beneficiaries. This Agreement shall in no way be construed to provide any rights directly to Members or other persons who are not parties to this Agreement, except that Members may assert Article 7.
- 10.21 Superseding Requirements. This Agreement and the relationship between ODS and Clinic are subject to the DMAP Agreement and DMAP Rules. If there is a conflict between the terms of this Agreement and the DMAP Agreement or DMAP Rules, the terms of the DMAP Agreement or DMAP Rules shall take precedence.

**To ODS:**

**ODS Community Health, Inc.  
Medical Professional Contracts  
601 S.W. Second Avenue  
Portland, OR 97204-3156**

\_\_\_\_\_  
(Signature)

James Foley  
(Print Name)

Vice President Medical Professional Contracting  
(Title)

**Return to:  
ODS Community Health, Inc.  
Medical Professional Contracts  
601 S.W. Second Avenue  
Portland, Oregon 97204-3156**

Prepared By: Lisa Balme -- 8/9/2012

North Central Public Health District Sherman-Gilliam Counties  
ODS-OHP Clinic Agreement (2012)

**To Clinic:**

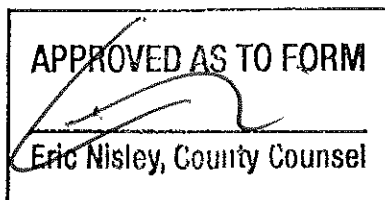
**North Central Public Health District  
Wasco-Sherman-Gilliam Counties  
419 E. 7<sup>th</sup> Street, Room 100  
The Dalles, OR 97058**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Clinic DMAP ID#)



**ODS COMMUNITY HEALTH, INC. (ODS)  
PARTICIPATING CLINIC AGREEMENT  
OREGON HEALTH PLAN (OHP)**

**&**

**North Central Public Health District  
Wasco-Sherman-Gilliam Counties**

**EXHIBIT A**

**ODS OHP Provider Manual  
(available at [www.odscompanies.com](http://www.odscompanies.com) )**



**ODS COMMUNITY HEALTH, INC. (ODS)  
PARTICIPATING CLINIC AGREEMENT  
OREGON HEALTH PLAN (OHP)**

**&**

**North Central Public Health District  
Wasco-Sherman-Gilliam Counties**

**EXHIBIT B  
CLAIMS REIMBURSEMENT**

**For Services Billed on a CMS 1500:**

Fee-For-Service Payments are based upon the ODS fee-for-service rate schedule listed below.

ODS will compensate Provider/Clinic on a Fee-For-Service basis according to the rate schedule in effect on the dates of service. ODS will use the Center for Medicare & Medicaid Services (CMS) Resource Based Relative Value Scale to establish its fee schedule for professional services. ODS will use the Fully Implemented, Site of Service Relative Value Unit (RVU) for Providers' work, overhead costs, and professional liability insurance costs as published in the Federal Register. The CMS Geographic Adjustment Factor will not be used.

Provider/Clinic shall be paid at the 2011 Fully Implemented RVU schedule as published in the Federal Register. Provider will remain at the 2011 Fully Implemented RVU fee schedule until the Department of Human Services (DHS) updates the Relative Value Unit (RVU) weight paid to FFS providers to the 2012 RVU schedule. ODS will notify Provider/Clinic in writing at least sixty (60) days prior to payment rate adjustments as applicable.

**Primary Care Services:**

The following provider specialties and types will be reimbursed as stated below:

Family Practice, General Practice, Geriatric Practice, Gynecology, Internal Medicine, OB/GYN, Osteopathic (DO's), Pediatrics, Physician's Assistants (PA's), Nurse Practitioners (NP's) Family Nurse Practitioner's (FNP's)

**As specified in ORS 414.153(1), ODS shall pay Clinic for point of contact services in the following categories at the applicable rates set forth herein: (a) immunizations; (b) sexually transmitted diseases; and (c) other communicable diseases.**

**Professional Fees:** As of the effective date of this contract and until further written notice from ODS, the conversion factor used to calculate reimbursement for non-delivery services is \$32.00.

**Preventative Medicine Fees:** As of the effective date of this contract and until further written notice from ODS, the conversion factor used to calculate reimbursement for Preventative Medicine services is \$32.00.

**Preventative Medicine Codes are represented by the following CPT codes:**  
99381-99387, 99391-99397

**Delivery Services:** As of the effective date of this contract and until further written notice from

ODS, the conversion factor used to calculate reimbursement for delivery services is \$34.00. There will be an additional \$300 payment for each delivery.

Delivery services are represented by the following CPT codes:  
59400-59410, 59510-59515, and 59610-59622

**Non Primary Care Services:**

Services for provider specialties and types not listed under Primary Care Services will be paid as follows:

**Professional Fees:** As of the effective date of this contract and until further written notice from ODS, the conversion factor used to calculate reimbursement for non-primary care services is \$28.00.

**Lab Services:** ODS will compensate Provider/Clinic for approved laboratory services at the DMAP (Medicaid) established fee schedule. (OAR 410-120-1340)

**Anesthesia Services:** ODS will use the base units published annually in the American Society of Anesthesiologists (ASA) Relative Value Guide to establish its fee schedule. Reimbursement will be calculated on the base rate plus each 15-minute unit of anesthesia time. Provider may bill one unit for the final 8-14 minutes, but not for the first 1-7 minutes.

- For services billed that do not have an ASA value, the reimbursement will be in accordance with the Division of Medical Assistance Programs (DMAP) fee-for-service rate schedule in effect at the time the services were delivered.
- 01967 – Neuroaxial labor anesthesia for planned vaginal delivery will be reimbursed at a flat rate/unit of one of \$340.00 and should be billed as 1 unit.
- OB services that do not include labor (01958-10966) and codes billed in conjunction with 01967 (01968 and 01969) will be calculated on the base rate plus each 15-minute unit of anesthesia time. Clinic may bill one unit for the final 8-14 minutes, but not for the first 1-7 minutes.
- As of the effective date of this Agreement and until further written notice from ODS, the conversion factor used to calculate reimbursement for Anesthesia services is \$24.00.

**Unlisted Procedures:** For covered services with no established RVU, ODS will apply DMAP fee-for service payment rates in effect on the date of service. In the event no DMAP payment rates exist ODS will pay Provider/Clinic fifty one (51%) percent of billed charges. Clinic's compensation may be reduced by the amount of any applicable co-payment, depending on the form of Member's benefit plan.

**Multiple Surgical Guidelines:** ODS will use the Division of Medical Assistance Programs (DMAP) Ambulatory Surgical Center Multiple Surgical Guidelines as referenced in OAR 410-130-0380.

**Durable Medical Equipment, Prosthetics, and Orthotics (DMEPOS)**

ODS will reimburse Provider the following: One Hundred (100%) percent of the payment rates established by DMAP in effect at the time Provider renders Medical Supplies. For unlisted or nonspecific DME codes, ODS will pay Provider Acquisition cost plus twenty (20%) percent for

the supply. Documentation identifying acquisition cost must be submitted. Provider will bill ODS using valid HCPCS procedure codes. (OAR 410-130-0700-1)

**ODS COMMUNITY HEALTH, INC. (ODS)  
PARTICIPATING CLINIC AGREEMENT  
OREGON HEALTH PLAN (OHP)**

**&  
North Central Public Health District  
Wasco-Sherman-Gilliam Counties**

**EXHIBIT C  
CLINIC INFORMATION**

**Tax ID#:** 93-6002315

**Clinic NPI:** 1548376445 (General) 1073620068 (Family Planning)

**Billing Office Contact:**

Oscar Rodriguez

**Billing Address:**

419 E 7th St

The Dalles, OR 97058

**Billing Office Telephone Number:**

541-506-2600

**Billing Office Fax Number:**

541-506-2601

**Primary Address:**

Same as above

**Telephone Number:**

**Fax Number:**

**Secondary Address**

**Secondary Telephone Number:**

**Secondary Fax Number:**

Claims Remittance Address: \_\_\_\_\_

\*\*\*Remittance to Practitioner or Group/Clinic

Email address (if applicable): \_\_\_\_\_

**PROVIDER ROSTER**  
(Complete or attach your own)

Provider Full Name Include License/Certification (e.g. MD, DO, NP, etc.)	NPI #	Specialty	Accepting New Patients? Yes/No
Tracy Willett, MD	1134118243	Family Practice	Yes
Vern Harpole, MD	1184734782	Family Practice	Yes
Lisa Nevara, NP	1841376324	Family Nurse Practitioner	Yes

## Prepared For:

WASCO COUNTY  
 Paul Ferguson  
 511 Washington St.  
 The Dalles, OR 97058  
 (541) 506-2554  
 paulf@co.wasco.or.us

## Send To:

WASCO COUNTY  
 Paul Ferguson  
 511 Washington St.  
 The Dalles, OR 97058  
 (541) 506-2554  
 paulf@co.wasco.or.us

## Account Manager

Chris Ducey  
 781-494-6597  
 cducey@unitrends.com



Q4 Promo - Current Customer Trade-In Quote

Trading-In Asset #712-100-00008.

Rack Mount Backup Appliance(s)		Qty	Price	Extended
RC813	Recovery-813 Backup Appliance (RC813): This is a 1U form factor backup appliance with four disk 3TB drives in a RAID-5 (single parity) configuration that supports on-premise, off-premise, or cross-vaulting data protection. It may be used with another of our appliances for single-tenant private cloud implementations or with our Vault2Cloud multi-tenant public cloud implementation. For technical specifications, please see the data sheet.	1	\$17,995.00	\$17,995.00
TRADE-IN	<b>Q4 Current Customer Appliance Upgrade - Offer valid October 15th until December 21st - Current customers can trade-in their existing Unitrends appliance and get a new one for 50% off list price.</b>	1	(\$8,997.50)	(\$8,997.50)
Rack Mount Backup Appliance(s) Subtotal				<b>\$8,997.50</b>

1 Year Product Support		Qty	Price	Extended
SP-RC813	1 Year Support (Platinum) - 1 Year Covers basic hardware, parts-level maintenance, firmware/software maintenance and upgrades. Support of appliances and software we provide. Access to self-help materials. RapidReplacement next-day DR replacement unit shipment. (Note: if used in concert with Vault2Cloud, then ships with customer's appliance loaded.) LAN, customer environment, WAN assistance (for vaulting or cross-vaulting.) Support of dissimilar BareMetal drives from third-party sources. Annual call trend reporting and review upon request. Web/telephone based support available 7x24x365.	1	\$4,139.00	\$4,139.00
CREDIT-DA	Pro-rated Support Contract credit for existing DPU contract ASSET TAG - 712-100-00008 CONTRACT # 00006817 CONTRACT EXPIRES ON 6-2-2014	1	(\$2,345.04)	(\$2,345.04)
1 Year Product Support Subtotal				<b>\$1,793.96</b>

Installation Services		Qty	Price	Extended
SURESTART	Per-premise SureStart installation entry-level service; one client supported.	1	\$495.00	\$495.00
Installation Services Subtotal				<b>\$495.00</b>

Quote Summary		Extended Price
	<b>Rack Mount Backup Appliance(s)</b>	<b>\$8,997.50</b>
	<b>1 Year Product Support</b>	<b>\$1,793.96</b>
	<b>Installation Services</b>	<b>\$495.00</b>
	<b>Subtotal</b>	<b>\$11,286.46</b>
	<b>Est Shipping</b>	<b>\$53.29</b>
	<b>Total</b>	<b>\$11,339.75</b>

Quoted prices do not include taxes & shipping that may apply. Any such taxes and shipping charges are the responsibility of the Customer and will be added to the final invoice. THIS IS NOT AN INVOICE. If taxes and shipping fees are quoted they are just estimates and actual taxes and shipping fees may vary significantly and are the responsibility of the Customer. Unitrends reserves the right to alter product offerings and specifications at any time, without notice. Prices are subject to change at any time prior to Unitrends' acceptance of a purchase order or receiving a signed quote from Customer. Unitrends reserves the right to cancel orders arising from pricing or other errors. All offers are subject to availability. Payment terms are net 30 with approved credit. Payment can also be made at the time of quote acceptance via wire or credit card (credit card payments are not accepted for orders over \$20,000). Wires can be sent to ABA Routing No: 053112615 (Square 1 Bank) Account No: 101173 SWIFT code = SQARUS33.

The individual signing this quote represents that he or she is authorized to sign on behalf of the Customer and agrees to the above terms.

---

Print Name

---

Signature

---

Date



## CITY of THE DALLES

313 COURT STREET  
THE DALLES, OREGON 97058

(541) 298-5481  
FAX (541) 298-6906

December 3, 2012

Wasco County Planning Commission  
511 Washington Street  
The Dalles, OR 97058

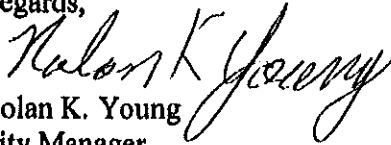
RE: Delta Energy Club Renewable Energy Project at the Discovery Center

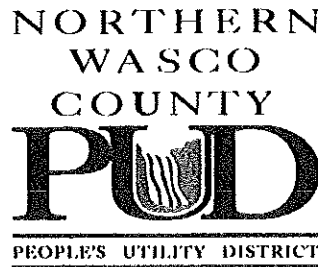
The City of The Dalles is in support of the Delta Energy Club's proposed project at the Discovery Center. This project benefits the Discovery Center by generating renewable energy to be used on-site, saving funds for other needs of the center. It is our understanding that the production will not exceed the requirements of the Discovery Center and will be designed to conform to Scenic Area requirements, including no visual impact from key viewing areas.

The Delta Club project supports the community in a number of ways, economically by utilizing workforce training through the Renewable Energy Technology program at Columbia Gorge Community College; creating opportunities for citizens to enter the workforce with real training, as well assisting the Discovery Center utilize new technology which helps the organization with stewardship of their funds.

The City of The Dalles believes in partnerships whenever possible that create growth and opportunity for our citizens. To that end, we urge Wasco County Planning to approve this valuable project.

Regards,

  
Nolan K. Young  
City Manager



December 3, 2012

Wasco County Planning Commission  
c/o Wasco County Planning & Development Dept.  
2705 E. Second Street  
The Dalles, OR 97058

RE: DISCOVERY CENTER COMMUNITY SOLAR PARK

Dear Planning Commission:

Northern Wasco County People's Utility District supports the permit application for the Discovery Center Community Solar Park. We have been monitoring and providing advice to this effort and believe it has the potential to provide benefits to the Columbia Gorge Community College, the Columbia Gorge Discovery Center and the broader community of The Dalles.

Yours very truly,

NORTHERN WASCO COUNTY PUD

Dwight Langer  
GENERAL MANAGER

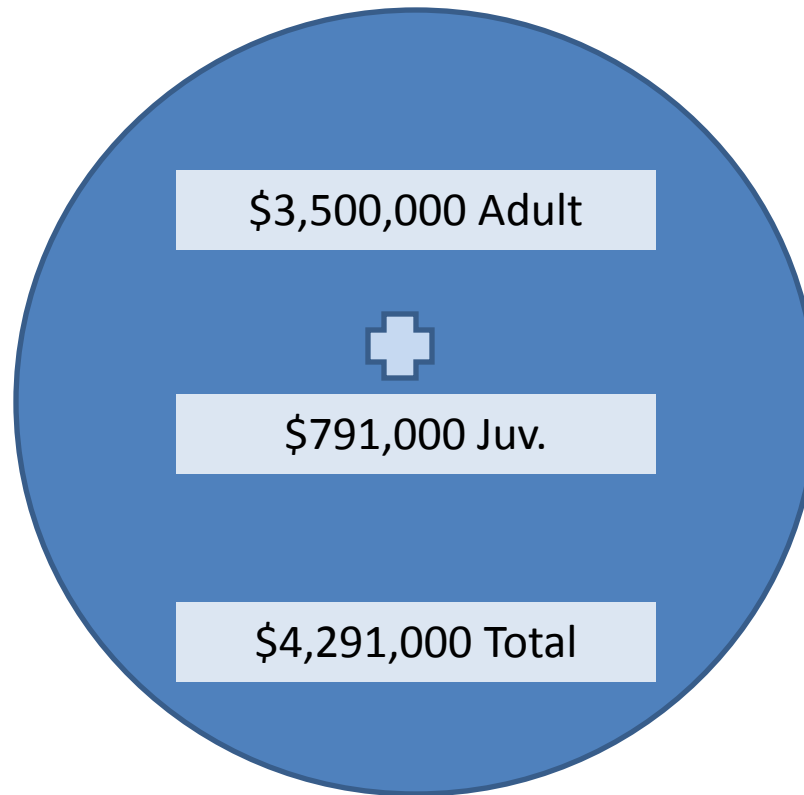


### **Discovery Center Solar Park- Funding Sources – December 2012**

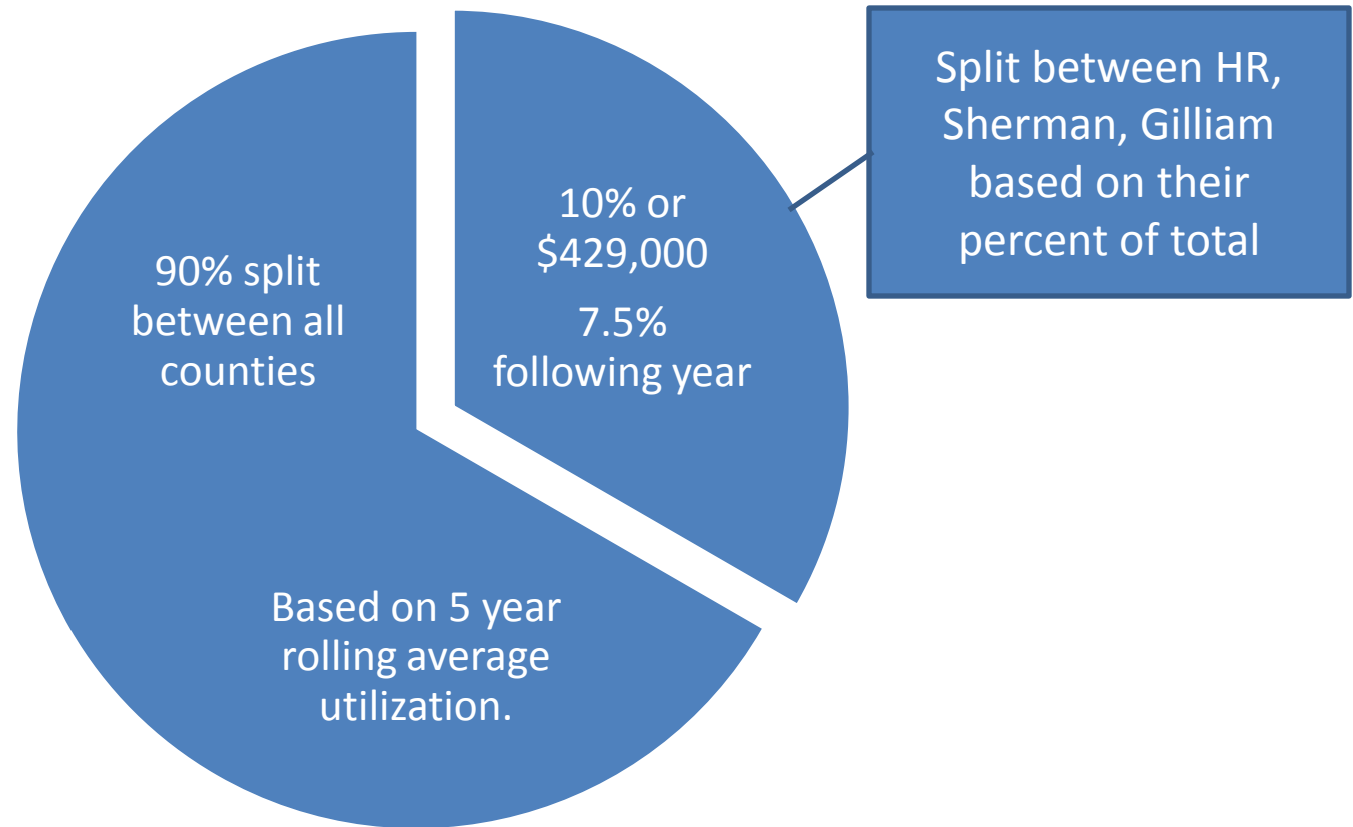
- |   |                    |
|---|--------------------|
| 1. Bonneville Environmental Foundation:             | Direct             |
| 2. Google:  | Direct and in-kind |
| 3. Renewable energy industry partners:              | Direct and in-kind |
| 4. Discovery Center:                                | In-kind            |
| 5. Northern Wasco County People's Utility District: | In-kind            |
| 6. Focus the Nation:                                | In-kind            |
| 7. Columbia Gorge Community College:                | In-kind            |
| 8. Columbia River Gorge Commission:                 | In-kind            |
| 9. Wasco County Planning Department:                | In-kind            |
| 10. Friends of the Gorge:                           | In-kind            |

# Norcor Funding Formula

# Total Cost of Services

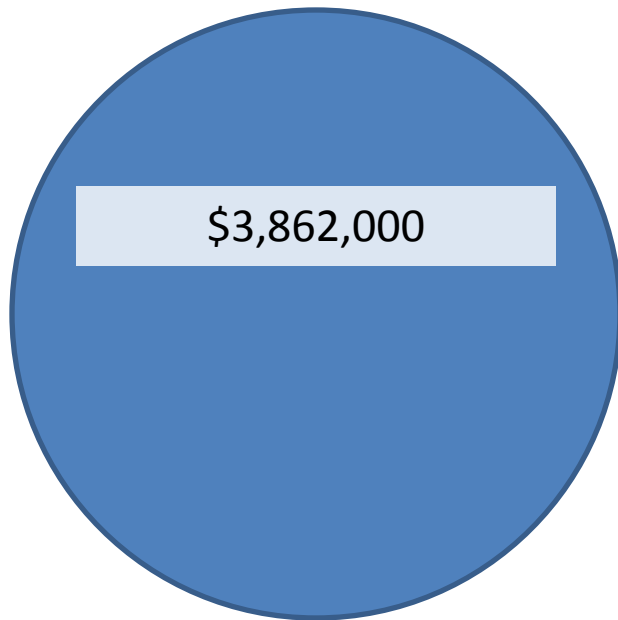


# Modified total cost of services

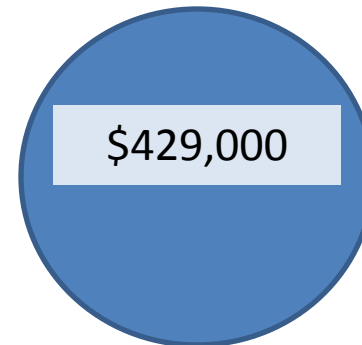


# Adjusted Cost of Services

New Cost for formula distribution



HR, Sherman, Gilliam  
additional cost.

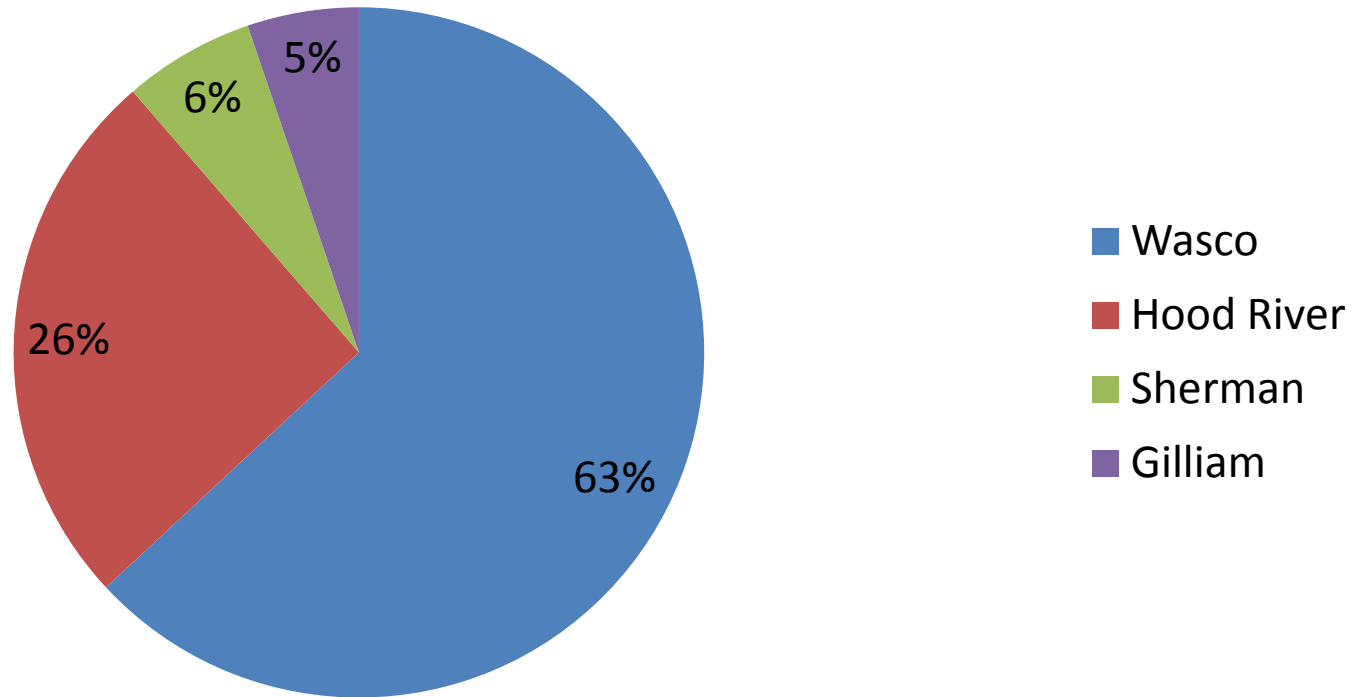


# 5 Year Rolling Average

Year	Wasco	HR	Sherman	Gilliam	
06/07	72.8	28	4.9	5.6	
07/08	67.5	30.25	6.25	5.5	
08/09	68	28	5.5	5.9	
09/10	64.8	27	7.5	6.1	
10/11	60.07	21.72	8.27	4.49	
Total Days/yr	333.17	134.97	32.42	27.59	
5 yr average	66.634	26.994	6.484	5.518	105.63
% of total days used	63.08%	25.6%	6.14%	5.22%	100%

# % of Total 5yr average beds used

% of total Use 105.63 days



	Prisoner Break 1 to 75 *cells hidden below...	Prisoner Break Adult 76-100	Juvenile	Combined	Prisoner Break 101-125 *cells hidden below	
Total Resources Adult		\$4,417,269				
Total Resources Juvenile			\$3,039,056			
<b>Total Resources</b>				<b>\$7,456,325</b>		
Less Beginning fund balance Adult		\$691,219				
Less Beginning fund balance Juvenile			\$188,065			
<b>Less Total BFB</b>				<b>\$879,284</b>		
less other revenue (contract/ prisoner) Adult		\$225,073				
less other revenue (contract/ prisoner) Juvenile			\$2,059,762			
<b>Less Total Other Revenue</b>				<b>\$2,284,835</b>		\$3,500,977
<b>Total Counties Responsibilities</b>		<b>\$3,500,977</b>	<b>\$791,229</b>	<b>\$4,292,206</b>		\$791,229
						\$4,292,206

Percent of use for each county		07-08	08-09	09-10	10-11	11-12
Wasco	Adult	67.84	68.98	65.54	60.07	60.93
	Juvenile	1.88	1.38	1.84	1.88	1.720
	Total Days	69.72	70.36	67.38	61.95	62.65
	5 yr Adult Average	64.67				
	5 yr Juvenile Average	1.74				
	Adult + Juv combined Average	66.413				
	% of average use Adult	62.06%				
	% of average use Juvenile	38.60%				

Hood River	Adult	29.41	27.97	27.57	21.72	26.21
	Juvenile	2.60	2.62	1.52	1.77	3.100
	Total Days	32.01	30.59	29.09	23.49	29.31
	Adult Average	26.58				
	Juvenile Average	2.32				
	Adult + Juv. Average	28.896				
	% of average use Adult	25.50%				
	% of average use Juvenile	51.43%				

Sherman	Adult	6.36	5.84	7.69	8.27	10.44
	Juvenile	0.11	0.21	0.01	0.06	0.040
	Total Days	6.47	6.05	7.70	8.33	10.48
	Adult Average	7.72				
	Juvenile Average	0.09				
	Adult + Juv. Average	7.807				
	% of average use Adult	7.41%				
	% of average use Juvenile	1.93%				

Gilliam	Adult	5.03	5.97	6.17	4.49	4.56
	Juvenile	0.21	0.67	0.07	0.44	0.420
	Total	5.24	6.64	6.24	4.93	4.98
	Adult Average	5.24				
	Juvenile Average	0.36				
	Adult + Juvenile Days Average	5.607				
	% of average use Adult	5.03%				



% of average use Juvenile	8.05%
---------------------------	-------

Adult Average Use	104.21	Non-host counties percent of use Adult
Juv. Average Use	4.51	37.94%
Adult + Juv Average Use	108.723	Non-host counties percent of use Juvenile
Adult Check %	100.00%	61.40%
Juv. Check %	100.00%	Non-host counties percent of use combined
10% of total	\$429,220.60	42.27%
7.5% of total	\$321,915.45	

Share of Total Budget excluding host fee		% of total budget	Adult	% of total	Juvenile	% of total
Wasco	\$2,478,071.05	57.73%	\$2,172,640.24	62.06%	\$305,430.81	38.60%
Hood River	\$1,299,712.58	30.28%	\$892,814.31	25.50%	\$406,898.27	51.43%
Sherman	\$274,595.21	6.40%	\$259,351.54	7.41%	\$15,243.67	1.93%
Gilliam	\$239,827.16	5.59%	\$176,170.91	5.03%	\$63,656.25	8.05%
Totals	\$4,292,206.00	100%	\$3,500,977.00	100.00%	\$791,229.00	100.00%

% increase over budget.				13-14 budget without any CPI / operational increases			
2012-2013 50/40/5/5 %							
Adult	Juv.			Host Allocation distribution	10% host fee allocation	Final cost to county	Percent change over 12-13
Wasco	\$ 1,750,489	\$ 395,615	\$ 2,146,104	0	0	\$2,048,850.45	-5%
Hood River	\$ 1,400,390	\$ 316,492	\$ 1,716,882	71.644%	\$307,509.33	\$1,607,221.91	-6%
Sherman	\$ 175,049	\$ 39,561	\$ 214,610	15.136%	\$64,968.66	\$339,563.87	58%
Gilliam	\$ 175,049	\$ 39,561	\$ 214,610	13.220%	\$56,742.61	\$296,569.78	38%
	<b>\$ 3,500,977</b>	<b>\$ 791,229</b>	<b>\$ 4,292,206</b>	<b>100%</b>	<b>\$ 429,220.60</b>	<b>\$4,292,206.00</b>	
					<b>7.5% host fee allocation</b>	Final cost to county	Percent change over 12-13
				Wasco	0	\$2,156,155.60	0%
				Hood River	\$230,631.99	\$1,530,344.58	-11%
				Sherman	\$48,726.50	\$323,321.70	51%
				Gilliam	\$42,556.96	\$282,384.12	32%
					<b>\$ 321,915.45</b>	<b>\$4,292,206.00</b>	

2011-2012 5yr rolling avg w/ minimums							
Adult	Juv.			Host Allocation distribution	10% host fee allocation	Final cost to county	Percent change over 11-12
Wasco	\$ 1,790,616	\$ 392,235	\$ 2,182,851	0	0	\$2,048,850.45	-6%
Hood River	\$ 1,049,553	\$ 313,788	\$ 1,363,341	71.644%	\$307,509.33	\$1,607,221.91	18%
Sherman	\$ 155,557	\$ 39,223	\$ 194,780	15.136%	\$64,968.66	\$339,563.87	74%
Gilliam	\$ 152,147	\$ 39,223	\$ 191,370	13.220%	\$56,742.61	\$296,569.78	55%
	<b>\$ 3,147,873</b>	<b>\$ 784,469</b>	<b>\$ 3,932,342</b>	<b>100%</b>	<b>\$ 429,220.60</b>	<b>\$4,292,206.00</b>	
					<b>7.5% host fee allocation</b>	Final cost to county	Percent change over 11-12
				Wasco	0	\$2,321,450.02	6%
				Hood River	\$230,631.99	\$1,364,536.01	0%
				Sherman	\$48,726.50	\$329,876.33	69%
				Gilliam	\$42,556.96	\$276,343.63	44%
					<b>\$ 321,915.45</b>	<b>\$4,292,206.00</b>	

	Prisoner Break 1 to 75 *cells hidden below...	Prisoner Break 76-100	Prisoner Break 101-125 *cells hidden below	
Total Resources Adult		\$4,417,269		
Total Resources Juvenile		\$3,039,056		
<b>Total Resources</b>		<b>\$7,456,325</b>		
Less Beginning fund balance Adult		\$691,219		
Less Beginning fund balance Juvenile		\$188,065		
<b>Less Total BFB</b>		<b>\$879,284</b>		
less other revenue (contract/ prisoner) Adult		\$225,073		
less other revenue (contract/ prisoner) Juvenile		\$2,059,762		
<b>Less Total Other Revenue</b>		<b>\$2,284,835</b>		\$3,500,977 \$226,257,640.58
<b>Total Counties Responsibilities</b>		<b>\$4,292,206</b>		\$791,229 \$4,292,206

Percent of use for each county		07-08	08-09	09-10	10-11	11-12
Wasco	Adult	67.84	68.98	65.54	60.07	60.93
	Juvenile	1.88	1.38	1.84	1.88	1.720
	Total	69.72	70.36	67.38	61.95	62.65
	Average	66.413				
	% of average use	61.08%				
Hood River	Adult	29.41	27.97	27.57	21.72	26.21
	Juvenile	2.60	2.62	1.52	1.77	3.100
	Total	32.01	30.59	29.09	23.49	29.31
	Average	28.896				
	% of average use	26.58%				
Sherman	Adult	6.36	5.84	7.69	8.27	10.44
	Juvenile	0.11	0.21	0.01	0.06	0.040
	Total	6.47	6.05	7.70	8.33	10.48
	Average	7.807				
	% of average use	7.18%				
Gilliam	Adult	5.03	5.97	6.17	4.49	4.56
	Juvenile	0.21	0.67	0.07	0.44	0.420
	Total	5.24	6.64	6.24	4.93	4.98
	Average	5.607				
	% of average use	5.16%				

Average Use	108.723	Non-host counties percent of use
Check %	100.00%	38.92%
10% of total	\$429,220.60	
7.5% of total	\$321,915.45	

Share of Total Budget excluding host fee		% of total budget
Wasco	\$2,621,891.72	61.08%
Hood River	\$1,140,758.10	26.58%
Sherman	\$308,204.37	7.18%
Gilliam	\$221,351.81	5.16%
Totals	<b>\$4,292,206.00</b>	<b>100%</b>

% increase over budget.					13-14 budget without any CPI / operational increases			
2012-2013 50/40/5/5 %								
	Adult	Juv.			Host Allocation distribution	10% host fee allocation	Final cost to county	Percent change over 12-13
Wasco	\$ 1,750,489	\$ 395,615	\$	<b>2,146,104</b>	0	0	\$2,192,671.12	2%
Hood River	\$ 1,400,390	\$ 316,492	\$	<b>1,716,882</b>	68.296%	\$293,140.57	\$1,433,898.67	-16%
Sherman	\$ 175,049	\$ 39,561	\$	<b>214,610</b>	18.452%	\$79,199.27	\$387,403.64	81%
Gilliam	\$ 175,049	\$ 39,561	\$	<b>214,610</b>	13.252%	\$56,880.77	\$278,232.58	30%
	<b>\$ 3,500,977</b>	<b>\$ 791,229</b>	<b>\$</b>	<b>4,292,206</b>	<b>100%</b>	<b>\$ 429,220.60</b>	<b>\$4,292,206.00</b>	
						7.5% host fee allocation	final cost to county	Percent change over 12-13
					Wasco	0	\$2,299,976.27	7%
					Hood River	\$219,855.43	\$1,360,613.53	-21%
					Sherman	\$59,399.45	\$367,603.82	71%
					Gilliam	\$42,660.58	\$264,012.39	23%
						<b>\$ 321,915.45</b>	<b>\$4,292,206.00</b>	

2011-2012 5yr rolling avg w/ minimums								
	Adult	Juv.			Host Allocation distribution	10% host fee allocation	Final cost to county	Percent change over 11-12
Wasco	\$ 1,790,616	\$ 392,235	\$	<b>2,182,851</b>	0	0	\$2,192,671.12	0%
Hood River	\$ 1,049,553	\$ 313,788	\$	<b>1,363,341</b>	68.296%	\$293,140.57	\$1,433,898.67	5%
Sherman	\$ 155,557	\$ 39,223	\$	<b>194,780</b>	18.452%	\$79,199.27	\$387,403.64	99%
Gilliam	\$ 152,147	\$ 39,223	\$	<b>191,370</b>	13.252%	\$56,880.77	\$278,232.58	45%
	<b>\$ 3,147,873</b>	<b>\$ 784,469</b>	<b>\$</b>	<b>3,932,342</b>	<b>100%</b>	<b>\$ 429,220.60</b>	<b>\$4,292,206.00</b>	
						7.5% host fee allocation	Final cost to county	Percent change over 11-12
					Wasco	0	\$2,321,450.02	6%
					Hood River	\$219,855.43	\$1,364,536.01	0%
					Sherman	\$59,399.45	\$329,876.33	69%
					Gilliam	\$42,660.58	\$276,343.63	44%
						<b>\$ 321,915.45</b>	<b>\$4,292,206.00</b>	

AVERAGE DAILY POPULATION ADULT

	07/08	08/09	09/10	10/11	11/12	Total	5 Year Average
WASCO CO	67.84	68.98	65.54	60.07	60.93	323.36	64.672
HOOD RIVE	29.41	27.97	27.57	21.72	26.21	132.88	26.576
GILLIAM CC	5.03	5.97	6.17	4.49	4.56	26.22	5.244
SHERMAN	6.36	5.84	7.69	8.27	10.44	38.6	7.72
Total Beds	108.64	108.76	106.97	94.55	102.14	521.06	104.212

Juvenile Days Used

	Wasco	Hood River	Sherman	Gilliam	Total NORCOR
11/12	629	1130	14	152	1925
10/11	686	645	21	161	1513
09/10	673	553	4	26	1256
08/09	504	956	78	246	1784
07/08	687	948	41	76	1752
06/07	1167	714	4	121	2006
05/06	600	1101	209	6	1916
04/05	1626	995	52	34	2707
03/04	1144	704	155	39	2042
02/03	1079	874	184	198	2335
01/02	2401	887	129	262	3679
00/01	2514	632	178	36	3360
99/00**	2005	703	110	37	2855

Juvenile Average Daily Population Fiscal 11/12

Wasco ADP	Hood River ADP	Sherman ADP	Gilliam ADP
1.72	3.10	0.04	0.42

\*\*Start Oct 99

Total operating budget	\$791,229
Total Resources	\$3,039,056
Less Beginning fund balance	\$188,065
less other revenue (contract/ prisoner)	\$2,059,762
<b>Total Counties Responsibilities</b>	<b>\$791,229</b>

#### Current Operating Formula

#### Operational Cost Split on 50/40/5/5 Percent As Per Original Agreement And Bond Documents

	Minimum %	
Wasco	50%	\$395,615
Hood River	40%	\$316,492
Sherman	5%	\$39,561
Gilliam	5%	\$39,561
		<b>\$791,229</b>

#### Compromise Formula: 5 Year Rolling Average With 50/40/5/5% Minimums Based on Original Agreement

	Minimum Beds	5-year Average	Higher Number	Percent	Cost Allocation
Wasco	50	44.7	50	46.083%	\$364,622
Hood River	40	45.9	45.9	42.304%	\$334,723
Sherman	5	1.8	5	4.608%	\$36,462
Gilliam	5	7.6	7.6	7.005%	\$55,422
			108.5	1	<b>\$791,229</b>

#### Actual YTD utilization -Feb.

	Average	Percent	Cost Allocation
Wasco	38.6	38.6%	\$305,720.11
Hood River	51.2	51.3%	\$405,514.76
Sherman	2	2.0%	\$15,840.42
Gilliam	8.1	8.1%	\$64,153.70
	99.9	100.0%	<b>\$791,229.00</b>

#### Compromise Formula: 5 Year Rolling Average With 40/45/2/8% Minimums

	Minimum Beds	5-year Average	Higher Number	Percent	Cost Allocation
Wasco	40	44.7	44.7	44.433%	\$351,570
Hood River	45	45.9	45.9	45.626%	\$361,008
Sherman	2	1.8	2	1.988%	\$15,730

Gilliam	8	7.6	8	7.952%	\$62,921
	95	100	100.6	1	<b>\$791,229</b>

<b>Change from current budget</b>					
Compromise Formula: 5 Year Rolling Average With 50/40/5/5% Minimums Based on Original Agreement c					
			Wasco		-\$30,993
			Hood River		\$18,231
			Sherman		-\$3,099
			Gilliam		\$15,861
Actual YTD utilization -Feb					
			Wasco		-\$89,894
			Hood River		\$89,023
			Sherman		-\$23,721
			Gilliam		\$24,592
Compromise Formula: 5 Year Rolling Average With 40/45/2/8% Minimums					
			Wasco		-\$44,045
			Hood River		\$44,516
			Sherman		-\$23,831
			Gilliam		\$23,359

Cost based on Population

	Population		Cost	791229
Wasco	25266	49%	\$	389,221
Hood River	22451	44%	\$	345,857
Sherman	1774	3%	\$	27,328
Gilliam	1871	4%	\$	28,823
	51362	100%	\$	791,229

	Prisoner Break 1 to 75	Prisoner Break 76-100	Prisoner Break 101-125
Total operating budget	\$4,078,516	\$4,417,269	\$4,827,015
Total Resources	\$4,078,516	\$4,417,269	\$4,827,015
Less Beginning fund balance	\$691,219	\$691,219	\$691,219
less other revenue (contract/ prisoner)	\$145,073 (no federal beds)	\$225,073	\$225,073
<b>Total Counties Responsibilities</b>	<b>\$3,242,224</b>	<b>\$3,500,977</b>	<b>\$3,910,723</b>

Operational Cost Split on 50/40/5/5 Percent As Per Original Agreement And Bond Documents			
	Minimum %		
Wasco	50%	\$1,621,112	\$1,750,489
Hood River	40%	\$1,296,890	\$1,400,391
Sherman	5%	\$162,111	\$175,049
Gilliam	5%	\$162,111	\$175,049
		<b>\$3,242,224</b>	<b>\$3,500,977</b>

Compromise Formula: 5 Year Rolling Average With 50/40/5/5% Minimums Based on Original Agreement of Beds Needed By Each County As Identified In Bond Documents					
	Minimum Beds	5-year Average	Higher Number	Percent	Cost Allocation
Wasco	50	66.634	66.634	56.167%	\$1,821,052
Hood River	40	26.994	40	33.717%	\$1,093,167
Sherman	5	6.484	6.484	5.465%	\$177,202
Gilliam	5	5.518	5.518	4.651%	\$150,802
			118.636	1	<b>\$3,242,224</b>
					<b>\$3,500,977</b>
					<b>\$3,910,723</b>

Operational Cost Split on 50/30/5/5 Percent									
	Minimum %								
Wasco	50%	\$1,621,112				\$1,750,489			\$1,955,362
Hood River	30%	\$972,667				\$1,050,293			\$1,173,217
Sherman	5%	\$162,111				\$175,049			\$195,536
Gilliam	5%	\$162,111				\$175,049			\$195,536
		<b>\$2,918,002</b>				<b>\$3,150,879</b>			<b>\$3,519,651</b>
		<b>Deficit</b>	<b>\$324,222</b>			<b>Deficit</b>	<b>\$350,098</b>		<b>Deficit</b>
Deficit allocated based on 5yr rolling average									
	Minimum Beds	5-year Average	Higher Number	Percent	75 Deficit	Cost plus Deficit	100 Deficit	Cost plus Deficit	125 Deficit
Wasco	50	66.634	66.634	61.337%	\$198,868	\$1,819,980	\$214,739	\$1,965,228	\$239,872
Hood River	30	26.994	30	27.615%	\$89,535	\$1,062,202	\$96,680	\$1,146,973	\$107,995
Sherman	5	6.484	6.484	5.969%	\$19,351	\$181,463	\$20,896	\$195,945	\$23,341
Gilliam	5	5.518	5.518	5.079%	\$16,468	\$178,580	\$17,783	\$192,832	\$19,864
	90		108.636	1	<b>\$324,222</b>	\$3,242,224	<b>\$350,098</b>	\$3,500,977	<b>\$391,072</b>

Actual Bed Usage Based On Current YTD Usage



			Cost Per Bed/Year - cost/75 \$43,229.65	Cost Per Bed/Year - cost/100 \$35,009.77	Cost Per Bed/Year - cost/125 \$31,285.78			
			Cost Per Bed/day \$118.44	Cost Per Bed/day \$95.92	Cost Per Bed/day \$85.71			
	Actual Usage							
Wasco	40.38		\$1,745,613	\$1,413,695	\$1,263,320			
Hood River	16.61		\$718,045	\$581,512	\$519,657			
Sherman	6.99		\$302,175	\$244,718	\$218,688			
Gilliam	3.5		\$151,304	\$122,534	\$109,500			
	67.48		\$2,917,137	\$2,362,459	\$2,111,165			
			-\$325,087 shortfall	-\$1,138,518 shortfall	-\$1,799,558 shortfall			
Totals by county if shortfall is allocated back to counties based on 5yr rolling average percent usage								
	Average Usage	Percent	75 shortfall \$325,087	Cost plus shortfall allocated by %	100 Shortfall \$1,138,518	Cost plus shortfall allocated by %	125 Shortfall \$1,799,558	Cost plus shortfall allocated by %
Wasco	66.634	56.17%	\$182,591	\$1,928,204	\$639,469	\$2,053,163	\$1,010,754	\$2,274,074
Hood River	26.994	33.72%	\$109,608	\$827,653	\$383,869	\$965,381	\$606,749	\$1,126,406
Sherman	6.484	5.47%	\$17,767	\$319,943	\$62,225	\$306,943	\$98,354	\$317,042
Gilliam	5.518	4.65%	\$15,120	\$166,424	\$52,955	\$175,489	\$83,701	\$193,201
	105.63	100.00%	\$325,087		\$1,138,518		\$1,799,558	
Totals by County if shortfall is allocated back to counties based on actual usage YTD.								
	Actual Usage	Percent of 75	75 shortfall \$325,087	75 cost plus shortfall	100 Shortfall \$1,138,518	Cost plus shortfall allocated by %	125 Shortfall \$1,799,558	Cost plus shortfall allocated by %
Wasco	40.38	59.83%	\$194,500	\$1,940,113	\$681,175	\$2,094,870	\$1,076,676	\$2,339,996
Hood River	16.61	24.61%	\$80,004	\$798,048	\$280,189	\$861,701	\$442,871	\$962,528
Sherman	6.99	10.36%	\$33,679	\$335,854	\$117,950	\$362,669	\$186,434	\$405,122
Gilliam	3.5	5.18%	\$16,840	\$168,143	\$58,975	\$181,509	\$93,217	\$202,717
	67.48	99.98%	\$325,022	\$3,242,159	\$1,138,290	\$3,500,749	\$1,799,198	\$3,910,363

#### Compromise Formula: 5 Year Rolling Average With 50/30/5/5% Minimums

	Minimum Beds	5-year Average	Higher Number	Percent	Cost Allocation		
Wasco	50	66.634	66.634	61.337%	\$1,988,681	\$2,147,392	\$2,398,718
Hood River	30	26.994	30	27.615%	\$895,345	\$966,800	\$1,079,952
Sherman	5	6.484	6.484	5.969%	\$193,514	\$208,958	\$233,414
Gilliam	5	5.518	5.518	5.079%	\$164,684	\$177,827	\$198,639
	90	105.63	108.636	1	<b>\$3,242,224</b>	<b>\$3,500,977</b>	<b>\$3,910,723</b>

#### Change from 50/40/5/5 Percent - Current Budget Proposal

Actual Bed Usage Based On Current YTD Usage with shortfall allocated based on 5yr rolling average

Wasco	\$307,092	\$302,675	\$318,712
Hood River	-\$469,237	-\$435,009	-\$437,883
Sherman	\$157,832	\$131,895	\$121,506
Gilliam	\$4,313	\$440	-\$2,335
Actual Bed Usage Based On Current YTD Usage if shortfall is allocated back to counties based on actual usage YTD			
Wasco	\$319,001	\$344,381	\$384,634
Hood River	-\$498,841	-\$538,689	-\$601,761
Sherman	\$173,743	\$187,620	\$209,586
Gilliam	\$6,032	\$6,461	\$7,181
Compromise Formula: 5 Year Rolling Average With 50/30/5/5% Minimums			
Wasco	\$367,569	\$396,904	\$443,356
Hood River	-\$401,544	-\$433,591	-\$484,337
Sherman	\$31,403	\$33,909	\$37,878
Gilliam	\$2,573	\$2,778	\$3,103
Operational Cost Split on 50/30/5/5 Percent			
Wasco	\$198,868	\$214,739	\$239,872
Hood River	-\$234,688	-\$253,418	-\$283,077
Sherman	\$19,351	\$20,896	\$23,341
Gilliam	\$16,468	\$17,783	\$19,864

#### Change from 50/40/5/5 rolling 5 year average

Actual Bed Usage Based On Current YTD Usage with shortfall allocated based on 5yr rolling average			
Wasco	\$107,152	\$86,778	\$77,547
Hood River	-\$265,514	-\$215,028	-\$192,156
Sherman	\$142,740	\$115,599	\$103,303
Gilliam	\$15,622	\$12,651	\$11,306
Actual Bed Usage Based On Current YTD Usage if shortfall is allocated back to counties based on actual usage YTD			
Wasco	\$119,061	\$128,484	\$143,469
Hood River	-\$295,119	-\$318,708	-\$356,034
Sherman	\$158,652	\$171,324	\$191,383
Gilliam	\$17,341	\$18,672	\$20,822
Compromise Formula: 5 Year Rolling Average With 50/30/5/5% Minimums			
Wasco	\$167,629	\$181,007	\$202,191
Hood River	-\$197,822	-\$213,609	-\$238,610
Sherman	\$16,312	\$17,613	\$19,675
Gilliam	\$13,881	\$14,989	\$16,744
Operational Cost Split on 50/30/5/5 Percent			
Wasco	-\$1,072	-\$1,158	-\$1,293

	Hood River	-\$30,965	-\$33,437	-\$37,350
	Sherman	\$4,260	\$4,600	\$5,139
	Gilliam	\$27,777	\$29,994	\$33,504

	Prisoner Break 1 to 75	Prisoner Break 76-100	Prisoner Break 101-125
Total operating budget	\$4,078,516	\$4,417,269	\$4,827,015
Total Resources	\$4,078,516	\$4,417,269	\$4,827,015
Less Beginning fund balance	\$691,219	\$691,219	\$691,219
less other revenue (contract/ prisoner)	\$145,073 (no federal beds)	\$225,073	\$225,073
<b>Total Counties Responsibilities</b>	<b>\$3,242,224</b>	<b>\$3,500,977</b>	<b>\$3,910,723</b>
Total County Responsibility without rental revenue	\$3,387,297	\$3,726,050	\$4,135,796

**Operational Cost Split on 50/40/5/5 Percent As Per Original Agreement And Bond Documents with rental revenue removed.**

	Minimum Beds	5-year Average	Higher Number	Percent	Cost Allocation		
Wasco	50	66.634	66.634	61.337%	\$2,077,664	\$2,285,445	\$2,536,771
Hood River	30	26.994	30	27.615%	\$935,407	\$1,028,954	\$1,142,106
Sherman	5	6.484	6.484	5.969%	\$202,173	\$222,391	\$246,847
Gilliam	5	5.518	5.518	5.079%	\$172,053	\$189,259	\$210,071
	90	105.63	108.636	1	<b>\$3,387,297</b>	<b>\$3,726,050</b>	<b>\$4,135,796</b>

**Operational Cost Split on 50/40/5/5 Percent As Per Original Agreement And Bond Documents with rental revenue credited to Wasco, Sherman, Gilliam based on 50/5/5 percent.**

					\$145,073 (no federal beds)	\$225,073	\$225,073
	Minimum Beds	5-year Average	Higher Number	Percent	Cost Allocation		
Wasco	50	66.634	66.634	84.737%	\$122,931	\$190,721	\$190,721
Hood River	40	26.994		0.000%	\$0	\$0	\$0
Sherman	5	6.484	6.484	8.246%	\$11,962	\$18,559	\$18,559
Gilliam	5	5.518	5.518	7.017%	\$10,180	\$15,794	\$15,794
	100	105.63	78.636	1	<b>\$145,073</b>	<b>\$225,073</b>	<b>\$225,073</b>

**Operational Cost Split TOTALS on 50/40/5/5 Percent As Per Original Agreement And Bond Documents with rental revenue credited to Wasco, Sherman, Gilliam based on percent.**

Wasco	\$1,954,733	\$2,094,724	\$2,346,050
Hood River	\$935,407	\$1,028,954	\$1,142,106
Sherman	\$190,211	\$203,833	\$228,289
Gilliam	\$161,873	\$173,465	\$194,278

**Cost based on County Population**

	Population		<b>\$3,242,224</b>	<b>\$3,500,977</b>	<b>\$3,910,723</b>
Wasco	25266	49%	\$1,594,915.14	\$1,722,200.94	\$1,923,763.24
Hood River	22451	44%	\$1,417,218.39	\$1,530,322.70	\$1,709,428.02
Sherman	1774	3%	\$111,983.67	\$120,920.78	\$135,073.06
Gilliam	1871	4%	\$118,106.79	\$127,532.57	\$142,458.68
	51362	100%	<b>\$3,242,224</b>	<b>\$3,500,977</b>	<b>\$3,910,723</b>