

**WASCO COUNTY BOARD OF COMMISSIONERS
SPECIAL SESSION / AGENDA TUESDAY, April 29, 2014
LOCATION: Wasco County Courthouse, Room #302
511 Washington Street, The Dalles, OR 97058**

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 five 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: With the exception of Public Hearings, the Agenda is subject to last minute changes; times are approximate – please arrive early. **Meetings are ADA accessible.** For special accommodations please contact the Commission Office in advance, (541) 506-2520. TDD 1-800-735-2900.

4:30 p.m.

CALL TO ORDER

Items without a designated appointment may be rearranged to make the best use of time. Other matters may be discussed as deemed appropriate by the Board.

- Corrections or Additions to the Agenda
- Administrative Officer - Tyler Stone: Comments
- [Discussion Items](#) (Items of general Commission discussion, not otherwise listed on the Agenda) [Longevity Awards Payments](#), [TIGER VI Grant Letter of Support](#), [4 Rivers MOU](#)
- [Consent Agenda](#) (Items of a routine nature: minutes, documents, items previously discussed.) [Minutes: 4.16.2014 Regular Session](#)

4:30 p.m. [Budget Adjustments](#) – Monica Morris

4:45 p.m. [CAFFA & Lane County IGA](#) – Tom Linhares

5:05 p.m. [Youth Think Transformation Funds Agreement](#) – Molly Rogers/Debby Jones

5:15 p.m. [Public Health Contingency Funds Request](#) – Teri Thalhofer

5:30 p.m. [Marijuana Dispensary Ordinance](#)

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



WASCO COUNTY BOARD OF COMMISSIONERS
SPECIAL SESSION
APRIL 29, 2014

PRESENT: Scott Hege, Commission Chair
Rod Runyon, County Commissioner
Steve Kramer, County Commissioner
Tyler Stone, County Administrator
Kathy White, Executive Assistant

At 4:30 p.m. Chair Hege opened the Special Session of the Board of Commissioners with the Pledge of Allegiance.

Commissioner Runyon asked to add the Home At Last Lease to the Discussion List.

Discussion List – Longevity Awards Payments

Mr. Stone explained that with the adoption of the new Compensation Policy, District Attorney Eric Nisley had recommended replacement of prior compensation policies including longevity payments. He reported that no longevity policy has been found but to ensure that there are no conflicting policies still in force, staff is recommending the adoption of Resolution #14-011 which rescinds all previous compensation policies and replaces them with the policy adopted by the Board on February 19th. He reminded the Board that when calculating the new pay scale, longevity pay was taken into account. He cautioned that if a policy is found at a later date without the rescinding resolution, the County could liable for additional payments that are not included in the new policy.

Commissioner Runyon noted that this will just clean up anything that might be found at a later date. Mr. Stone added that staff had tried to find longevity language in a previous policy or ordinance but had found none; institutional memory is that a memo was issued by a previous County Judge.

Chair Hege pointed out that this resolution is clearly limited to non-represented employees; union negotiations will determine represented employees' pay structure which may or may not include longevity pay.

{{{Commissioner Kramer moved to approve Resolution #14-011 rescinding all previous Wasco County Compensation Policies and adopting the 2.19.2014 Wasco County Compensation Policy. Commissioner Runyon seconded the motion which passed unanimously.}}}

Discussion List – TIGER VI Grant Letter of Support

Ms. White explained that each member of the Board had received the information and proposed letter of support via email and had weighed in individually regarding their support of the grant application. The deadline for providing the letter preceded the next Board Session. Placing it on the agenda is an opportunity for the Board to officially and publicly affirm their support of the grant application.

The Board was in consensus to provide a letter of support for the City of The Dalles application for a TIGER VI Grant.

Discussion List – Four Rivers MOU

Commissioner Kramer drew the Boards' attention to page 2 of the MOU where each entity is asked to outline a commitment of resources. He reported that other counties are providing varying levels of support based on available resources. He recommends that Wasco County offer everything but money until the process is further developed.

Mr. Stone stated that Wasco County joined with several other counties in forming an Early Learning HUB. The MOU formalizes each county's commitment to the HUB process going forward. The MOU was generated by the grant-writing team.

{{{Commissioner Runyon moved to approve the Four Rivers MOU with a commitment of all resources listed with the exception of funding. Commissioner Kramer seconded the motion which passed unanimously.}}}

Agenda Item – Budget Adjustments

Mr. Stone explained that Finance Manager Monica Morris could not attend this evening's Board Session. He stated that the first budget adjustment is for additional funding that has come through for a child support grant previously approved by the Board. He said that the District Attorney proposes to use the additional \$7,320 to purchase a new copier for the Child Support Enforcement program.

{{{Commissioner Kramer moved to approve Resolution #14-012 accepting and appropriating unanticipated Child Support Enforcement funds in the amount of \$7,320 during the fiscal year 2013-2014. Commissioner Runyon seconded the motion which passed unanimously.}}}

Mr. Stone stated that the second budget adjustment is to move \$6,000 from the Museum's contingency funds into personnel to allow them to respond to the increase traffic created by the tour boat services docking in The Dalles; they will open earlier in the season and adjust their hours to meet the tour schedules.

Chair Hege said that he thought more had been added to the museum budget last year and asked what is in their contingency account. Mr. Stone replied that he would have to look at the budget to answer that question but this will definitely draw down the account. However, he observed that in any case there is not enough in personnel to cover the increased staffing needs. He said that the Museum Commission are discussing sustainability at their upcoming meeting.

{{{Commissioner Kramer moved to approve Order #14-029 transferring \$6,000 from the Museum Fund Contingency to Personnel Services during Fiscal Year 2013-2014. Commissioner Runyon seconded the motion which passed unanimously.}}}

Agenda Item – CAFFA (County Assessment Function Funding Account) Grant

Interim Tax and Assessment Director Tom Linhares explained that this is an annual grant for staffing. He that the State has a complicated formula and ratio by which they determine how much each county receives. Part of that calculation includes an expenditure estimate from each county. He said that it typically covers about 20% of expenses. He said that the amount he is submitting for is down by \$84,000 from last year as he could not justify the inclusion of that amount. He said that he estimated high whenever he could including time staff time from other offices.

Chair Hege noted that this has to be submitted by May 1st. Mr. Linhares responded that he has been working with Ms. White to ensure that it is submitted prior to the May 1st deadline.

{{{Commissioner Runyon moved to approve the Oregon Department of Revenue CAFFA Grant Application and Grant Application Resolution. Commissioner Kramer seconded the motion which passed unanimously.}}}

Agenda Item – Lane County IGA

Mr. Linhares that for many years the Oregon Department of Revenue (DOR) has maintained Wasco County's tax law maps. The State is increasing their rate from \$40 to \$60 per hour. He said that GIS Coordinator Tycho Granville has not been happy with the work coming out of the DOR – the state cartographers don't always understand GIS and their turn-around time is slow.

Mr. Linhares stated that while Lane County will charge \$66 per hour staff believes they will be more responsive and provide more accurate mapping. The agreement goes to 2016 at which time it can be re-evaluated. He added that as fewer counties use DOR, it will be less attractive to them to continue to do the work. He explained that it is his understanding that when DOR learns a county may be looking to obtain mapping services from another source, they often put that county's work at the bottom of the list; he anticipates that action will create a backlog that will have to be caught up by Lane County. Therefore he added \$2,000 to the request for funding to pay for "catch-up" work to be done. That brings the total request to \$14,000.

Further discussion ensued regarding the process for submission of mapping requests and what circumstances require map changes – partition plots, subdivisions, lot line movement, etc.

Mr. Stone stated that he is in support of staff's recommendation.

Chair Hege introduced Jill Amery, sole candidate for the position of Wasco County Assessor in the 2014 elections. Ms. Amery said that she appreciates the opportunity to meet the Board and observe their session; she is excited to get started.

{{{Commissioner Kramer moved to approve the Intergovernmental Agreement for Tax Map Maintenance and Geographic Information Systems dated April 22, 2014. Commissioner Runyon seconded the motion which passed unanimously.}}}

Agenda Item – Youth Think Transformation Funds Agreement

Youth Services Director Molly Rogers reminded the Board that they had reviewed and approved an OHA contract for Youth Think; this contract is accessing Transformation Funds for Youth Think. This is the first of multiple contracts moving forward through the transformation process and will support the Pocket Full of Feelings project for emotional literacy here and in Hood River County.

Commissioner Kramer pointed out that this is a private business and he is happy to see community support from the business sector.

Chair Hege asked if the reporting requirement will be burdensome for staff. Ms. Rogers explained that the requirement is typical and is actually something that Youth Think had articulated to be added to the contract.

Prevention Coordinator Debby Jones said that Youth Think is excited about the funding and how well it fits into the work they are doing.

{{{Commissioner Kramer moved to enter into the Services Agreement effective as of April 1, 2014, by and between PacificSource Community Solutions and Wasco County. Commissioner Runyon seconded the motion which passed unanimously.}}}

Department Head – Sheriff's Department

Sheriff Eiesland reported that there have been some discussions regarding the 3914 funding which supports the work-crew program. He stated that it has become time-consuming to manage the program consistently. The Youth Services work crew person is retiring and an attempt to move his duties to Parole & Probation have met with skepticism from the state as far as Parole and Probation meeting the parameters of the program. There is no new money within the County for staffing this program. The Sheriff's Department plans to discuss solutions with NORCOR Manager Jim Weed. Sheriff Eiesland encouraged the Board to send him any ideas they might have to address the issue.

Agenda Item – Public Health Contingency Fund Request

Public Health Director Teri Thalhoffer reminded the Board that on April 16th she had requested \$12,500 of contingency funding. The Board had responded to that request with direction that Public Health work with Wasco County Finance Director Monica Morris to better understand the fiscal challenges being faced by Public Health. The Board Packet includes a memo from Ms. Morris along with a response from Public Health.

Mr. Stone reviewed Ms. Morris' memo; Public Health made a decision to not reduce services in response to a reduction in revenue – this level of spending is not sustainable. There is also a concern regarding cash flow which may create some issues along with a reduction in the beginning cash balance. Ms. Morris does not recommend approving the request.

Public Health Business Manager Kathi Hall noted that Ms. Morris had acknowledged the cash flow problem and said that the County could be flexible in their payment

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schedule. Mr. Stone added that there is a potential for that in the next budget. Chair Hege asked how the payments are currently made. Ms. Hall replied that Wasco County pays monthly while the other participating Counties pay quarterly. Mr. Stone stated that Wasco County may pay quarterly in the next fiscal year.

Ms. Thalhoffer stated that she does not agree with Ms. Morris' evaluation of Public Health's funding needs. She said that OHA expects counties to chip in and pointed out that Sherman and Gilliam Counties pay more per capita than does Wasco County. She stated that Public Health is down by 4 full-time employees over last year; the next thing will be to reduce hours. A reduction in Public Health services will shift costs to Hood River and the School District through teen pregnancies. Eventually a cost impact will be felt by social services and NORCOR. She stated that Public Health is reaching a level where services cannot be maintained.

Commissioner Runyon asked if these funds were held in Contingency last year or if they would come from some other source. Mr. Stone replied that the funds were not "held" but it would come from Contingency.

Ms. Thalhoffer went on to say that communicable disease outbreaks in Wasco County are three times the norm for the state. Mr. Stone responded that that has been the case all along – Public Health has a nurse employed to deal with that issue. Ms. Thalhoffer stated that that nurse has additional duties which are shifted to other staff when she deals with an outbreak.

Chair Hege pointed out that the cost per capita in smaller counties is more than in larger counties which would explain why the smaller counties pay more per capita than Wasco County.

Ms. Thalhoffer reported that state funding has remained stagnant while population has increased. Chair Hege asked if there are Oregon counties that do not provide Public Health funding. Ms. Thalhoffer said that she does not know although she is aware that Coos County has gone to a non-profit model.

Chair Hege asked if Wasco County could relinquish Public Health services to be run by the State. Ms. Thalhoffer replied that they can but cautioned that she does not believe the County would be happy with the outcome.

Commissioner Kramer expressed disappointment that Ms. Morris could not be available to defend her position in light of some of the statements made by Public Health.

{{{Commissioner Runyon moved to approve Public Health's request for \$12,500 of contingency funding. Commissioner Kramer seconded the motion. Commissioner Runyon voted Yay, Chair Hege voted Yay, Commissioner Kramer voted Nay; the motion passed.}}}

Chair Hege called a recess at 5:28 p.m.

The session reconvened at 5:31 p.m.

Agenda Item – Marijuana Dispensary Ordinance

Chair Hege read the title of the Ordinance into the record: Ordinance #14-001 in the matter of an ordinance declaring a moratorium on medical marijuana facilities in Wasco County, and declaring an emergency.

Mr. Stone reviewed his staff report (included in the Board Packet). He explained that the State does not have a lot of regulations in place to manage medical marijuana dispensaries. He recommended that the Board pass the moratorium in order allow time to adopt rules and regulations prior to the opening of any dispensaries.

Planning Director John Roberts reported that he has talked to other planning directors around the State – most counties are moving toward the ban. The way the laws are written, dispensaries should be located in urban areas; Wasco County has a limited supply of urban land available for development. He added that the AOC has been working through this and expects that there will be at least four initiatives going to ballot this fall that will have an impact on this issue. He joined Mr. Stone in support of the moratorium.

Sheriff Eiesland said that the OHA does not have the manpower to monitor marijuana grows or the cards issued for the purchase of medical marijuana. While OHA promises to regulate the dispensaries, they have been unable to regulate what they have now. He reported that Washington and Oregon are already having problems – dispensaries are being robbed regularly and homicides are up. In addition, the Federal government has not authorized the sale of marijuana. He said that in Colorado, 4th graders have been bringing marijuana laced brownies to school and sharing them with classmates. He encouraged the Board to pass the moratorium in order to allow time for all the issues to be worked out.

Prevention Coordinator Debby Jones said that she is on the Governor's Prevention Committee; she urged the Board to pass the moratorium. She said that she has been told that the legislature wants to allow recreational marijuana as a tax opportunity for the State. She stated that the moratorium will allow the County to regulate dispensaries – hours of operation and advertising restrictions can be set out in an ordinance. She said that her focus will be on protecting the children. She added that Deschutes and Clackamas are working to develop language that could save some

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Wasco County staff time as we develop our own regulations. She reported that next month there is a state prevention summit where this issue will be addressed. She encouraged the Board to pass the moratorium.

Commissioner Runyon noted that Maupin has already passed the moratorium as has The City of The Dalles. He asked where in the County could a dispensary be built. Mr. Roberts said that there are about 240 acres, most of which has already been built out. He added that there is a home occupation issue that might allow for more opportunities.

Commissioner Runyon said that he is in favor of having the time to move forward thoughtfully. The moratorium is the only tool available to slow it down.

Amy Marshall, resident of The Dalles, said that she is in support of the moratorium.

Chair Hege noted that this meeting had been set in the evening to allow for more public participation. He reported that when the City of The Dalles met on this issue, there was standing room only with only one person speaking in favor of the moratorium. He stated that his father-in-law uses a marijuana-based oil to help with seizures and Alzheimer's. It would be difficult to go all the way to Portland to fill a prescription.

Further discussion ensued regarding the issuing of medical marijuana cards and the various forms that medication could take. Sheriff Eiesland emphasized that there is a need to get regulations in place to protect the children.

Mr. Stone observed that this is not about whether or not the Board is for or against dispensaries; it is a request to give staff time to prepare.

Chair Hege asked if the ordinance can be rescinded if circumstances change. Mr. Stone replied that it could be rescinded or modified.

{{{Commissioner Runyon moved to adopt Ordinance #14-001 in the matter of an ordinance declaring a moratorium on medical marijuana facilities in Wasco County, and declaring an emergency. Commissioner Kramer seconded the motion which passed unanimously.}}}

Discussion Item – HAL Lease

Commissioner Runyon said that he wants it on the record that the Board is still moving forward with research on the HAL request for the County to deed land to

them. Mr. Stone said that his current focus is on the budget; he will be able to devote more time to the HAL issue once the budget process is complete.

Commissioner Kramer asked about the Ordinance page on the County website – it has been unpopulated for quite some time. Mr. Stone said he would look into it.

Consent Agenda – 4.16.2014 Regular Session Minutes

{{{Commissioner Kramer moved to approve the Consent Agenda.
Commissioner Runyon seconded the motion which passed unanimously.}}}

Chair Hege adjourned the session at 6:08 p.m.

Summary of Actions

Motions Passed

- To approve Resolution #14-011 rescinding all previous Wasco County Compensation Policies and adopting the 2.19.2014 Wasco County Compensation Policy.
- To approve the Four Rivers MOU with a commitment of all resources listed with the exception of funding. To approve the Prioritized 2014 Wasco County Community Enhancement Projects List as presented.
- To approve Resolution #14-012 accepting and appropriating unanticipated Child Support Enforcement funds in the amount of \$7,320 during the fiscal year 2013-2014.
- To approve Order #14-029 transferring \$6,000 from the Museum Fund Contingency to Personnel Services during Fiscal Year 2013-2014.
- To approve the Oregon Department of Revenue CAFFA Grant Application and Grant Application Resolution.
- To approve the Intergovernmental Agreement for Tax Map Maintenance and Geographic Information Systems dated April 22, 2014.
- To enter into the Services Agreement effective as of April 1, 2014, by and between PacificSource Community Solutions and Wasco County.

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- To approve Public Health's request for \$12,500 of contingency funding.
- To adopt Ordinance #14-001 in the matter of an ordinance declaring a moratorium on medical marijuana facilities in Wasco County, and declaring an emergency.
- To approve the Consent Agenda – 4.16.2014 Regular Session Minutes.

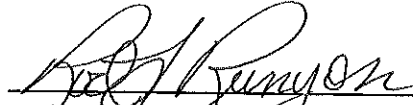
Consensus

- To provide a letter of support for the City of The Dalles application for a TIGER VI Grant.

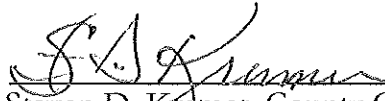
WASCO COUNTY
BOARD OF COMMISSIONERS



Scott C. Hege, Chair



Rod L. Runyon, County Commissioner



Steven D. Kramer, County Commissioner

**WASCO COUNTY BOARD OF COMMISSIONERS
SPECIAL SESSION
APRIL 29, 2014**

DISCUSSION LIST

ACTION AND DISCUSSION ITEMS:

1. [Longevity Awards Payments](#)
2. [TIGER VI Grant](#)
3. [4 Rivers MOU](#) – Steve Kramer

Discussion List

Longevity Awards Payments

- [Memo](#)
- [Resolution #14-011 Rescinding previous Compensation Policies for Non-represented County Employees](#)

MEMORANDUM

TO: BOARD OF COUNTY COMMISSIONERS
FROM: KATHY WHITE
SUBJECT: LONGEVITY PAY
DATE: 4/24/2014

BACKGROUND INFORMATION

Longevity pay is not included in the Compensation Policy adopted on February 19, 2014. We have been unable to find a stand-alone longevity resolution/order/policy nor the Personnel Ordinance specifically address the issue. This resolution will replace all previous compensation policies.

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

IN THE MATTER OF RESCINDING)
ALL PREVIOUS WASCO COUNTY) RESOLUTION
COMPENSATION POLICIES AND) #14-011
ADOPTING THE 2.19.2014 WASCO)
COUNTY COMPENSATION POLICY)

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

IT APPEARING TO THE BOARD: That on February 19, 2014, the Wasco
County Board of Commissioners the Wasco County Compensation Policy; and

IT FURTHER APPEARING TO THE BOARD: That the newly adopted
Wasco County Compensation Policy is comprehensive and applies to all non-
represented Wasco County employees.

NOW, THEREFORE, IT IS HEREBY RESOLVED: That all previously
adopted Wasco County compensation policies are hereby rescinded and replaced by

the Wasco County Compensation Policy adopted by the Wasco County Board of Commissioners on February 19, 2014; and

IT IS HEREBY FURTHER RESOLVED: That, effective May 1, 2014, the above-mentioned Compensation Policy applies to all non-represented employees of Wasco County, Oregon.

DATED this 29th day of April, 2014.

WASCO COUNTY BOARD
OF COMMISSIONERS

Scott C. Hege, Commission Chair

APPROVED AS TO FORM:

Rod L. Runyon, County Commissioner

Eric J. Nisley
Wasco County District Attorney

Steven D. Kramer, County Commissioner

Discussion List
TIGER VI Grant Letter of Support

- [Introductory Email](#)
- [Letter of Support](#)



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

Fwd: Tiger Grant Letter of Support

5 messages

Mon, Apr 21, 2014 at 8:58 AM

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Good Morning

The City of The Dalles is requesting letters of support for our Tiger Grant Application.

If at all possible we would appreciate receiving those letters by Wednesday close of business. Following is some information on the project

Project Title: The Dalles Old US30 Revitalization and Safety Enhancement Project

Applicant: City of The Dalles

Project Cost: \$9.54 million

TIGER VI Grant Request Amount: \$3.88 million

Benefit to the Community: This project is an extensive project to revitalize and enhance the old US30 Business Corridor (approximately 3.1 miles in length) that runs through The Dalles, jurisdiction over which has been transferred from ODOT to the City. The project limits will extend from near the western City limits boundary to the eastern edge of the Historic Downtown The Dalles. As the community has grown, development has occurred, traffic has increased, and federal ADA standards have changed, the condition of the roadway has deteriorated and certain key safety concerns have developed and grown. The revitalization aspects of this project will focus on creating positive visual impacts of the Historic access route through the community to attract new businesses and create jobs while also re-connecting the existing businesses with the traveling public along the corridor. Such amenities that are proposed to be installed will include period lighting, street trees, brick pavers, and a Gateway entrance to the western portion of the Historic Downtown The Dalles. The enhancement portion of the project will be to improve the safety aspect throughout the corridor. Such Safety improvements will include the addition of center turn (refuge) lanes, construction of new and up to date pedestrian/ADA facilities, the addition of bicycle lanes, intersection improvements and the construction of a storm water collection and conveyance system.

Opponents: None (that we are aware of)

Supporters: City of The Dalles Chamber of Commerce, Wasco County, Columbia Gateway Urban Renewal Agency, Port of The Dalles, Northern Wasco County Parks and Recreation District, The Dalles Main Street Program, The Dalles Downtown Business Association, Mid-Columbia Council of Governments (MCCOG)

Thank you

Izetta Grossman

Executive Secretary to City Manager

City of The Dalles

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The Dalles, OR 97058

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WASCO COUNTY

Board of County Commissioners

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(541) 506-2520

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Scott Hege, *Chair of the Board*

Rod Runyon, *County Commissioner*

Steve Kramer, *County Commissioner*

The Honorable Anthony Foxx
Secretary of Transportation
1200 New Jersey Ave SE
Washington, DC 20590

April 23, 2014

RE: TIGER VI grant application for The Dalles Old US 30 Revitalization and Safety Enhancement Project

Dear Secretary Foxx;

Wasco County is in support of the City of The Dalles TIGER VI grant application for the old US 30 Revitalization and Safety Enhancement Project. This extensive project will revitalize and enhance approximately 3.1 miles of old US 30 that traverses The Dalles from the western City limits to the eastern edge of Historic Downtown The Dalles. Recent years have seen community growth, changes in ADA standards and the development of key safety issues. A surge of tourism, including an increase in cruise ship passengers exploring The Dalles on tour busses, makes the revitalization of this section of old US 30 vital to the continued economic growth of the community.

Wasco County supports the City's efforts to revitalize the Historic Downtown which creates an economic environment inviting business growth. The project will create visual impacts in the Historic Downtown including period lighting, brick paver and a gateway entrance to the western portion of The Dalles. This route through the community will attract new businesses and create jobs while also re-connecting the existing businesses with the traveling public along the corridor. The addition of bike lanes and intersection improvements modernizes the usability of The Dalles creating additional recreational traffic through the City.

We believe this project will create economic development opportunities in the City of The Dalles and have a positive impact on the residents of the City of The Dalles; we therefore give our support to this project and the TIGER VI grant.

Sincerely,
Wasco County Board of Commissioners

Chair Scott C. Hege

Commissioner Rod L. Runyon

Commissioner Steve D. Kramer

Discussion Item
Four Rivers MOU

- [Four Rivers MOU](#)



FOUR RIVERS EARLY LEARNING HUB

Serving Gilliam, Hood River, Sherman, Wasco and Wheeler Counties

Memorandum of Understanding

WHEREAS, the Four Rivers Early Learning HUB has been established as a coordinating body that pulls together resources focused on positive outcomes for children and families in the 5-County area encompassing Gilliam, Hood River, Sherman, Wasco and Wheeler Counties; and,

WHEREAS, the Four Rivers Early Learning HUB has formed a governance board with elected representatives of the following sectors: Early Childhood Services, Business, County Representatives, Education, Health, Human Services, and Parents; and,

WHEREAS, the Four Rivers Early Learning HUB desires to support existing community resources that are demonstrating positive results; expand existing community services to reach more children and families; and align services across the region to capitalize on positive outcomes; and,

WHEREAS, Wasco County has a vested interest in positive outcomes for children and families within the Four Rivers Early Learning HUB area; and,

WHEREAS: Wasco County desires to support the efforts of the Four Rivers Early Learning HUB activities to work toward positive outcomes for children and families.

I.) Wasco County RESOLVES TO:

a. PARTICIPATE:

- i.** Allocate staff to attend meetings as appropriate, as either a sector representative of the Four Rivers Early Learning Governance Board, or as a participant at local or regional Early Childhood Advisory Team Meetings.
- ii.** Engage in regular activities of the Four Rivers Early Learning HUB; such as strategic planning, asset mapping, coordinated training opportunities, events, etc.

b. REPORT:

- i.** Respond to reasonable requests for data related to outcomes for children and families as it pertains to the services or scope of this organization.
- ii.** Adhere to all public reporting policies and guidelines.

c. PARTNER:

- i. As a partner with the Four Rivers Early Learning HUB this organization will acknowledge and work to support published strategic plans of the HUB as it is within our capacity to do so.

d. CONTRIBUTE:

- i. Provide resources of {please describe the resources your organization/representative sector will contribute. This could include any or all of the following: Time, Talent, Knowledge, Information, Data, Service Delivery, Staffing, Funding, Coordination, Reporting, Advocacy, etc.
- ii. OTHER Please insert any other contributions that are specific to your organization's participation or relationship with the Four Rivers Early Learning HUB.

e. DISSEMINATE:

- i. Share information regarding Four Rivers Early Learning HUB activities and outcomes with appropriate parties in this organization, sector, community and/or region.

II.) TIME PERIOD:

- a. This agreement shall be in effect for a period of three years beginning May 1, 2014 through April 30, 2017.

III.) AGREEMENT:

- a. **WE the undersigned** have read and agree with this Memorandum of Understanding. Further, we support the full application of the Four Rivers Early Learning HUB.

April 29, 2014

Commissioner Steve Kramer
Wasco County Board of Commissioners
511 Washington Street, Suite 101
The Dalles, OR 97058

DATE

**WASCO COUNTY BOARD OF COMMISSIONERS
SPECIAL SESSION
APRIL 29, 2014**

CONSENT AGENDA

1. [4.16.2014 Regular Session Minutes](#)



WASCO COUNTY BOARD OF COMMISSIONERS
REGULAR SESSION
APRIL 16, 2014

PRESENT: Scott Hege, Commission Chair
Rod Runyon, County Commissioner
Steve Kramer, County Commissioner
Tyler Stone, County Administrator
Kathy White, Executive Assistant

At 9:00 a.m. Chair Hege opened the Regular Session of the Board of Commissioners with the Pledge of Allegiance.

Public Comment – County Hours of Operation

Mike Bertrand of The Dalles asked why the Board holds meetings during the daytime instead of the evening when more people could attend. He also asked why all County offices are not open from 8:00 a.m. to 5:00 p.m.

Chair Hege agreed that it is a good idea to have evening meetings and that it has been a goal of his to do so. He explained that one of the issues is staffing. He also pointed out that when the Board has scheduled evening meetings the attendance has been disappointing – turn out has been very poor. He stated that the Board tries to hold public hearings in the evening to make it easier for citizens to offer testimony.

Commissioner Runyon added that the Board has even held evening meetings in other parts of the County with poor attendance results.

Mr. Bertrand asked about the two County offices that do not open until 10:00 a.m. Chair Hege responded that both of those offices are run by elected official who set their times. He added that in meetings with the assessor candidate he has gotten the

sense that she intends to want to be more accommodating with office hours. He agreed that it would be good to have all the offices open during the same hours.

Discussion List – Youth Think Contracts

Youth Services Director Molly Rogers explained that the OHA Grant Agreement adds \$20,000 to continue emotional literacy programs. Youth Think will direct the additional money into the Pocket Full of Feelings program which helps identify and work with children's emotions to improve behaviors for child care providers and in schools; it gives children tools with which to manage their frustrations. Ms. Rogers reported that it has already been implemented with great success at the Great & Small day care center in The Dalles. She added that there will be another contract relating to this in the next couple of weeks.

{{{Commissioner Kramer moved to approve OHA Grant Agreement #145399. Commissioner Runyon seconded the motion which passed unanimously.}}}

Ms. Rogers explained that the Youth Think Grant Agreement with Linda Griswold expands her work to include marketing and community outreach for the Pocket Full of Feelings program supported by the OHA Grant Agreement.

{{{Commissioner Runyon moved to approve the Youth Think Grant Agreement with Linda Griswold. Commissioner Kramer seconded the motion which passed unanimously.}}}

Discussion List – Road Vacation Report Order

Public Works Director Marty Matherly explained that the application is for a small section at the end of Bennett Road in the southern part of Wasco County.

Commissioner Kramer asked if this isn't a road on the proposed wind project. Mr. Matherly responded that it is a county road in an area that has that potential. Chair Hege interjected that it will have to be determined if anyone has any concerns in that regard.

Chair Hege asked if there is any fee attached to making a vacation application. Mr. Matherly responded that the fee is \$500.00.

{{{Commissioner Kramer moved to approve Order #14-028 in the matter of directing the Public Works Director to prepare his report on the proposed vacation of a portion of Bennett Public Road, Tax Lot 900 7S17D Sections 13 and 14 a public road located in Wasco County, Oregon. Commissioner Runyon seconded the motion which passed unanimously.}}}

Discussion List – Preservation Grant

Mr. Matherly explained that these grants come through the Federal Lands Access Program. It is a preservation call to maintain eligible fixture roads. Wasco County has three that fit well into the request for proposal. He explained that Public Works is seeking the Board's support for the application. He said he is working with the Forest Service to partner on this project and Cameron Sam is working to garner their support.

Chair Hege asked if the roads being proposed are among the most in need of maintenance. Mr. Matherly said that they are not looking for roads that are in need of repair, but rather those on the edge that can be brought back up to good condition without significant repair.

Chair Hege asked if FLAP will approve all the roads submitted as a package or approve each individually. Mr. Matherly replied that when he submitted to this program a few years ago, each submission was considered individually.

Chair Hege asked if matching funds will be required. Mr. Matherly explained that while there is a match requirement of 10.27%, the County is permitted to put forward work to meet the match requirement.

{{{Commissioner Runyon moved to approve Resolution #14-010 in the matter of supporting the Wasco County Public Works Director Roads Preservation Grant projects. Commissioner Kramer seconded the motion which passed unanimously.}}}

Discussion List – LiDAR Contract

Planning Director John Roberts reminded the Board this project has been discussed at multiple previous Board Sessions. He reported that the contracts are being finalized; he and Finance Manager Monica Morris have both reviewed the contract

being considered today. He stated that he anticipates more people joining the effort encouraged by the County's efforts.

Commissioner Runyon asked if the City of The Dalles or the Public Utility District have signed on to the project. Mr. Roberts replied that the PUD has not and he is not confident that the City will join; however the Gorge Commission and others are coming forward to support the effort. Mr. Stone inquired if FEMA would be part of the effort. Mr. Roberts responded that he has been disappointed with FEMA's response in the past as they have made assurances that have never come to fruition. Mr. Stone suggested that a member of the Board contact State FEMA representatives to spur action. Chair Hege suggested that a member of the Board contact one of the senators to act as an advocate for the County.

Chair Hege stated that the total of \$40,186.00 is \$186.00 over the \$40,000.00 allotted. Ms. White reminded the Board that prior to allotting \$40,000.00 the Board had approved \$10,000.00 which would bring the total amount approved to \$50,000.00.

{{{Commissioner Kramer moved to approve DOGAMI Contract #41300-04102014 for LiDAR data in Wasco County. Commissioner Runyon seconded the motion which passed unanimously.}}}

Discussion List – Youth Authority Lease

Mr. Stone explained that this is just an option for renewal being exercised by the Youth Authority. The County holds a long-term lease with the Youth Authority; this will activate the renewal at a 3% increase.

{{{Commissioner Kramer moved to approve the Lease Amendment with the State of Oregon's Youth Authority. Commissioner Runyon seconded the motion which passed unanimously.}}}

Discussion List – Treasurer's Report

There were no questions or comments regarding the Treasurer's Report.

Discussion List – Watershed Council Requirements

Ms. White explained that the email included in the Board Packet indicated that Anna Buckley, Watershed Council Coordinator, is requesting Board involvement as the councils work to meet new state grant requirements for the formation and operation

of the watershed councils. She indicated two upcoming meetings that a member of the Board could participate in.

Commissioner Kramer stated that he could do both meetings. Commissioner Runyon added that he could attend the meeting on June 4th. Ms. White said she would relay that response.

Consent Agenda – 4.2.2014 Minutes & OMG Order

**{{{Commissioner Runyon moved to approve the Consent Agenda.
Commissioner Kramer seconded the motion which passed unanimously.}}}**

Agenda Item – Preservation Proclamation

Trish Neal explained that the month of May is traditionally National Historic Preservation Month. She asked for the support of the County by declaring it so in Wasco County. She noted that the City of The Dalles had done so Monday night, adding that the County has quite a number of historic buildings. She announced that there will be an open house at the Civic on May 18th for tours in which people will be able to access parts of the building most have never seen. She expressed hope that the event will help jump start the renovation of the building. She said Main Street will also be involved and plans to showcase several preservation projects that will be going on in the community.

Commissioner Runyon asked if there are other preservation organizations in the County that can be brought into the events. Ms. Neal replied that with the support of the Board she will be contacting others around the County and hopes to have tours of other historic buildings in the County.

Chair Hege read the last paragraph of the proclamation:

NOW, THEREFORE, the Wasco County Board of Commissioners does proclaim May 2014 as: “NATIONAL HISTORIC PRESERVATION MONTH” and call upon the people of Wasco County to join their fellow citizens across the United States in recognizing and participating in this special month through the activities that are happening and participating in this special month through the activities that are happening in our community during the month of May.

{{{Commissioner Kramer moved to so proclaim May as National Historic Preservation Month for 2014 in Wasco County. Commissioner Runyon seconded the motion which passed unanimously.}}}

Ms. Neal reported that the roof project for the Anderson Barn has been completed.

Chair Hege called for a recess at 9:36 a.m.

The session reconvened at 9:40 a.m.

Agenda Item – VSO Quarterly Report

Mr. Stone explained that the VSO had mis-calendered his appointment to appear before the Board. He reviewed the report included in the Board Packet explaining that the numbers showcase the good work being done at the Wasco County Veterans Services Office – their award rate is 75% which is significantly higher than other offices around the State.

Further discussion ensued regarding the team of volunteers and staff that have been developed at the Wasco County VSO and the high volume of work that is accomplished there.

Commissioner Runyon reported that the VSO tour had gone very well with the support of many people throughout the County. He outlined the tour route and stated that many good connections were forged through the event. Mr. Stone concurred saying that he has heard from different congressional offices offering assistance.

Commissioner Runyon stated that there has been a good deal of interest in the Wasco County VSO and requests for more information have been coming in as others try to mimic what has been done here.

Agenda Item – Blackburn Fire Rehabilitation Grant

Ryan Bessette, District Technician / NRCS Planner at Wasco County Soil & Water Conservation District, said that he and Dave Anderson are working on a grant to help restore the 2700 acres of watershed destroyed by the Blackburn fire. He stated that it will cost approximately \$180,000 for replanting and restoring; they are asking for \$120,000.

*****The Board was in consensus to provide a letter of support for the Blackburn Fire Rehabilitation Grant.*****

Chair Hege asked how successful the aerial seeding had been. Mr. Bessette replied that he had not seen it, but explained that the seeding was intended to hold the soil in place until they could gather the resources to accomplish a more permanent solution. He said that efforts to obtain financial assistance from FEMA were frustrating and unsuccessful. He concluded by saying that Mother Nature is already making progress in rebuilding the area; this effort will help her along.

Agenda Item – Marijuana Dispensary

Ms. White reviewed the memo included in the Board Packet. Commissioner Runyon stated that although he does not expect a crowd of people, he would prefer to delay discussion on anything but the mechanics of passage until the appointed time on the agenda.

Chair Hege agreed saying that he is not inclined to take any action on the Ordinance today. He noted that the City of The Dalles has already passed the ordinance at a Public Hearing. He pointed out that the ordinance can be rescinded prior to the end of the moratorium should the State make the rules and regulations more clear.

Further discussion ensued regarding what is being done in other counties and municipalities. Commissioner Runyon observed that if the County passes this ordinance, cities within the County will have an option to follow the County ordinance without having to draft one of their own.

Commissioner Kramer reported that he has heard that there are 385 prescriptions for medical marijuana in the Wasco County and there have been no applications for a dispensary.

Some discussion ensued as to where in the County a dispensary might be placed. At 10:15 a.m. the Board began to discuss how to proceed with the proposed Ordinance. Commissioner Runyon read the title of the ordinance into the record:

Ordinance #14-001 In the matter of an ordinance declaring a moratorium on medical marijuana facilities in Wasco County, and declaring an emergency.

*****The Board was in consensus to entertain final passage of the Medical Marijuana Dispensary Moratorium Ordinance at a Special Session to be held at the Wasco County Courthouse at 5:30 p.m. on April 30, 2014.*****

Agenda Item – Board of Health Requests

Public Health Director Teri Thalhoffer came forward to make two requests on behalf of the Board of Health. She handed documents to the Board outlining both requests (attached).

The first request Ms. Thalhoffer addressed was the Household Hazardous Waste (HHW) fees that come into Wasco County for the Tri-County Hazardous Waste Program overseen by the Tri-County Hazardous Waste Steering Committee. When the North Central Public Health District separated from Wasco County in January, HHW funds were transferred to Public Health to maintain the program through the end of the fiscal year. Ms. Thalhoffer reviewed the handout explaining the BOH request for HHW funds.

Chair Hege noted that at the most recent City of The Dalles Council meeting, they confirmed that the IGA they signed as a member of the Steering Committee assigned Wasco County as the Lead Agency and they expect the County to continue in that role. Commissioner Kramer added that in a memo he received from the City, they feel that the County violated the agreement when Public Health was designated to take on that role on behalf of the County. He said that there is a tentative agreement to make that change by the end of the fiscal year. Ms. Thalhoffer disagreed saying that the agreement is to create a transition and warned that Sherman County has threatened to withdraw if Wasco County is the Lead Agency.

Chair Hege stated that discussions are continuing to occur. Ms. Thalhoffer said that each member of the Steering Committee has agreed to take it to their governing body for clear direction.

Mr. Stone stated that the County is planning for the program to return to Wasco County. Ms. Thalhoffer responded that the program is in the Public Health budget.

WASCO COUNTY BOARD OF COMMISSIONERS
REGULAR SESSION
APRIL 16, 2014
PAGE 9

Chair Hege asked Ms. Thalhofer for further explanation. Ms. Thalhofer said that the surcharge is coming into Wasco County but not being transferred to NCPHD. Money was transferred at the uncoupling but those funds will eventually be depleted.

Finance Director Monica Morris said that the future of the program is unknown at this point; if the program is coming back to Wasco County then NCPHD has sufficient funding to run the program through June, 2014. If the decision is made to leave the program at NCPHD, then it makes sense to transfer the funds. If that is the case then Wasco County can act as a pass-through agency for the funds or a resolution could be passed to have the payments go directly to NCPHD.

Chair Hege stated that it seems as though the question of Lead Agency should be resolved before budget. Commissioner Kramer stated that he believes they can move forward now as all that was holding them up was the decision of the City of The Dalles which they now have. Chair Hege said that he does not think this needs to be done today but should be readdressed once there is a decision from the Steering Committee.

*****The Board was in consensus to defer the decision as to whether or not to transfer Household Hazardous Waste surcharge funds to NCPHD until such time as all signers to the IGA have been polled.*****

Ms. Thalhofer read the second handout outlining the BOH request for contingency funds in the amount of \$12,561 which is the additional amount that the BOH had requested when the 2013-2014 Wasco County Budget had been set. She explained that year-to-date revenue should be at 75% budgeted but as a result of health care reform they are at 56% of budgeted revenue.

Some discussion ensued regarding the impact and mechanics of the Health Care Reform Act as well as the possible consequences of reduced services.

Commissioner Runyon asked Mr. Stone and Ms. Morris to offer an opinion. Mr. Stone replied that there is a contingency fund available to the Board but that there are really no numbers to document the request so it is difficult to address with just the information being provided here. He stated that he would need to see the budget and the budget to actual to be able to speak to the request being made. He added that

Public Health should have been monitoring revenues throughout the year and reacting to reductions in revenue. He noted that the Road and Weed departments are facing reductions as well.

Commissioner Kramer suggested that Public Health Business Manager Kathi Hall and Ms. Morris should share numbers and develop a plan as this issue is prolonging the separation process.

Ms. Thalsofer replied that if directed by the Board, they can do that. She said that she believes lack of direction has caused this chaos.

Commissioner Runyon stated that he is happy to be part of that direction. He stated that what has been provided does not have the necessary level of facts; it does not seem unreasonable on the surface but it lacks the detail necessary to make an informed decision.

Ms. Thalsofer replied that they would work with Ms. Morris and return to the Board on April 29th.

Commission Call

Commissioner Runyon said that Senator Wyden held a town hall at OVH where Commissioner Runyon had thanked him for his support. At dinner there was a smaller group of eight including the Mayor, PUD Director, and Commissioner Runyon and others – there were good conversations.

Commissioner Kramer reported that he attended the Cattlemen's association meeting in Maupin where they discussed the formation of the Wolf Compensation Committee. They have set a goal to have that in place by June 18th and from there will move forward with the grant application process and ideas for how producers will be protected. He reminded the Board that Wasco County is federally listed; as a result they will follow different guidelines than neighboring counties who are state listed. He said that there will be a presentation before the Board of County Commissioners at the May 7th meeting. The Committee should receive \$200,000 for the biennium for compensation which will go not only to compensation but also toward the tools to keep wolves out of the herds.

Chair Hege asked if there will be an application process for the committee members. Commissioner Kramer replied that he is working to develop an application.

Commissioner Runyon observed that the e-coli mystery in Mill Creek has been narrowed to 12 potential source houses. He asked where Public Health is with that issue. Ms. Thalhofers responded that Public Health has jurisdiction over drinking water but not recreational water which is not routinely tested. This issue came to light when the Soil and Water Conservation District tested the water for pesticide run-off in order to protect aquatic life. All of the homes in the area are on City Water/Sewer and further investigation indicates that it is outside the sewer system. She explained that it is a slow and methodical process. Area residents have been warned to stay out of the creek. DEQ has been contacted but they have limited enforcement resources. She noted that the water draining from the mystery pipe is clear liquid, not obvious sewage. There has been some speculation that some septic fields are draining through and being filtered by the soil before being collected by this pipe and spilling into the creek. The hypothesis is that the pipe was originally placed to access a spring.

Ms. Thalhofers announced that a NACHO webinar will take place tomorrow afternoon and will cover non-medical marijuana. She noted that it might be useful to the Board as they consider the ordinance. She said Public Health is working to prepare for it.

Chair Hege adjourned the session at 10:58 a.m.

Summary of Actions

Motions Passed

- **To approve OHA Grant Agreement #145399.**
- **To approve the Youth Think Grant Agreement with Linda Griswold.**
- **To approve Order #14-028 in the matter of directing the Public Works Director to prepare his report on the proposed vacation of a portion of Bennett Public Road, Tax Lot 900 7S17D Sections 13 and 14 a public road located in Wasco County, Oregon.**

- To approve Resolution #14-010 in the matter of supporting the Wasco County Public Works Director Roads Preservation Grant projects.
- To approve DOGAMI Contract #41300-04102014 for LiDAR data in Wasco County.
- To approve the Lease Amendment with the State of Oregon's Youth Authority.
- To approve the Consent Agenda – 4.2.2014 BOCC Minutes & OMG Order.
- To so proclaim May as National Historic Preservation Month for 2014 in Wasco County.

Consensus

- To provide a letter of support for the Blackburn Fire Rehabilitation Grant.
- To entertain final passage of the Medical Marijuana Dispensary Moratorium Ordinance at a Special Session to be held at the Wasco County Courthouse at 5:30 p.m. on April 30, 2014.
- To defer the decision as to whether or not to transfer Household Hazardous Waste surcharge funds to NCPHD until such time as all signers to the IGA have been polled.

WASCO COUNTY BOARD
OF COMMISSIONERS

Scott Hege, Commission Chair

Rod Runyon, County Commissioner

Steve Kramer, County Commissioner

Agenda Item

Budget Adjustments

- [Finance Manager's Memo](#)
- [Resolution #14-012 ODJ Child Support
Enforcement Budget Adjustment](#)
- [Museum Request](#)
- [Order #14-029 Museum Budget Adjustment](#)

Date	04/24/2014	Department	District Attorney
Amount Requested	\$7,230	Requested By	Elizabeth Osborne
Description of Need	Oregon Department of Justice Division of Child Support has additional incentive distribution amounts to distribute. Wasco County will receive \$7,230. This will be spent in whole on a new copy machine for the Child Support program.		
Exp	Line Item In: Line Item Out: 101.17.5113.53307 Equipment		
Grant	Rev Line Item: 101.19.5133.413.916 Child Support Enforcement #93.563 Exp Line Item:		
Signature	MONICA MORRIS		
	Resolution please		

IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON

IN AND FOR THE COUNTY OF WASCO

IN THE MATTER OF ACCEPTING AND)	
APPROPRIATING UNANTICIPATED)	
CHILD SUPPORT ENFORCEMENT FUNDS)	RESOLUTION
IN THE AMOUNT OF \$7,320)	#14-012
DURING FISCAL YEAR 2013-2014)	

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: The Oregon Department of Justice Division of Child Support has additional incentive distribution amounts to distribute; and

IT FURTHER APPEARING TO THE BOARD: That Wasco County will receive an additional \$7,230.00; and

IT FURTHER APPEARING TO THE BOARD: That Wasco County became aware of this after the 2013/14 Budget was adopted; and

IT FURTHER APPEARING TO THE BOARD: That the Child Support Specialist is in need of a new copier.

NOW, THEREFORE, IT IS HEREBY RESOLVED: That \$7,230 will be accepted into the Child Support Enforcement #93.563 Account #101.19.5133.413.916 and appropriated to Equipment Account #101.17.5113.53307 for the purpose of purchasing a new copier for the Child Support Program during the fiscal year 2013-2014.

DATED this 29th day of April, 2014.

WASCO COUNTY BOARD
OF COMMISSIONERS

Rod L. Runyon, County Commissioner

APPROVED AS TO FORM:

Scott Hege, County Commissioner

Eric J. Nisley
Wasco County District Attorney

Steve Kramer, County Commissioner

DATE: March 11, 2014
TO: MONICA MORRIS
WASCO COUNTY FINANCE OFFICER
FROM: Kathy McBride
Wasco County/The Dalles Museum Commission Treasurer
RE: BUDGET TRANSFER

The Wasco County/The Dalles Museum Commission at our meeting on Tuesday, March 4, 2014, unanimously moved to transfer \$6,000 from the Museum Fund's Contingency Account to the following Museum Fund Accounts:

Personal Services Account #211.18.5211.51000	- \$5,400
FICA Account #211.18.5211.51701	- \$ 600
TOTAL	- \$6,000

The transfer is being requested in order to allow the Museum to open earlier in the year to accommodate the tour boat schedules and to prepare the Museum for the upcoming tourist season.

Please let me know if you or members of the Board of County Commissioners have any questions or concerns.

Out of 211.99.9211.57211
Contingency

Order for Budget Adjustment

IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON

IN AND FOR THE COUNTY OF WASCO

IN THE MATTER OF TRANSFERRING \$6,000)	
FROM THE MUSEUM FUND CONTINGENCY)	ORDER
TO PERSONNEL SERVICES DURING FISCAL)	#14-029
YEAR 2013-2014)	

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 on March 4, 2014, The Wasco County, The Dalles Museum Commission unanimously approved a budget request to transfer \$6,000 from the Museum Fund's Contingency Account to Personal Services and FICA in order to allow the Museum to open earlier in the year to accommodate the tour boat schedules and to prepare the museum for the upcoming tourist season.

NOW, THEREFORE, IT IS HEREBY ORDERED: That \$6,000 be transferred from the Museum Fund Contingency Account #211.99.9211.57211 to:

Wages	Account #211.18.5211.51571	\$5,400
FICA	Account #211.18.5211.51701	\$ 600

to allow the Museum to open earlier in the year during the fiscal year 2013-2014.

DATED this 29th day of April, 2014.

WASCO COUNTY BOARD
OF COMMISSIONERS

Rod L. Runyon, County Commissioner

Scott Hege, County Commissioner

Steve Kramer, County Commissioner

APPROVED AS TO FORM:

Eric J. Nisley
Wasco County District Attorney

Agenda Item
CAFFA & Lane County IGA

- [CAFFA](#)
- [Explanatory Email](#)
- [Lane County IGA](#)



Form 1 Grant Application Staffing

2014-15

County <u>Wasco</u>	COLUMN 1 Approved FTE Current Year (2013-14)	COLUMN 2 Budgeted FTE Coming Year (2014-15)	COLUMN 3 Change (Column 2 less Column 1)
A. Assessment Administration			
Assessor, Deputy, etc.	0.68	0.80	0.12
Assmt. Support Staff, Deed Clerks, & Data Entry Staff	2.26	2.85	0.59
Total Assessment Administration	2.94	3.65	0.71
B. Valuation-Appraisal Staff			
Chief Appraisers/Appraiser Supervisor	0.85	0.69	(0.16)
Lead Appraisers	0.00	0.00	0.00
Residential Appraisers	0.76	0.84	0.08
Commercial/Industrial Appraisers	0.10	0.16	0.06
Farm/Forest/Rural Appraisers	0.52	0.86	0.34
Manufactured Structure/Floating Structure Appraisers	0.08	0.17	0.09
Personal Property Appraisers	0.37	0.00	(0.37)
Personal Property Clerks	0.26	0.28	0.02
Sales Data Analyst	0.13	0.12	(0.01)
Data Gatherers & Appraisal Techs	0.95	0.08	(0.87)
Total Valuation-Appraisal Staff	4.02	3.20	(0.82)
C. Clerk/BOPTA Staff	0.08	0.11	0.03
D. Tax Collection & Distribution Administration			
Administration, Deputy, etc.	0.34	0.28	(0.06)
Support & Collection Staff	1.12	1.43	0.31
Tax Distribution	0.57	0.61	0.04
Foreclosure & Garnishment	0.06	0.09	0.03
Total Tax Collection & Distribution Staff	2.09	2.41	0.32
E. Cartography & GIS Administration			
Cartographic/GIS Supervisor	0.50	0.35	(0.15)
Lead Cartographer	0.00	0.00	0.00
Cartographers	0.00	0.00	0.00
GIS Specialist	0.30	0.32	0.02
Total Cartographic & GIS Staff	0.80	0.67	(0.13)
F. A&T Data Processing Staff	0.50	0.47	(0.03)
G. Total A&T Staffing (the sum of A-F above)	10.43	10.51	0.08



Form 2 Explanation of Staffing Issues

2014-15

County Wasco

In this section, explain any difference between approved staffing for the current year and staffing for the budgeted year. Explain why any funded positions were unfilled for the current year. Use this form to describe the intended use of nonpermanent workers (temporary help, project temporaries, and contractors) by A&T function, along with their cost. Note any special or unique aspects regarding who accomplishes the work and how they accomplish it related to Forms 4, 5, and 6. For example, if you use staff to perform personal property functions, other than reported on Form 1, Section B, note that here and include the FTE.

The death of county assessor Tim Lynn in early January 2014 has resulted in changes to the FTE budgeted for 2013-14. Not only are there fewer FTE (the interim Director of A&T Tom Linhares only works half-time) but some tasks have been shifted between personnel. For example, the Chief Appraiser has taken on the Ratio Study and the farm use valuation study, leaving less time for residential, rural tract and manufactured structure appraisals.

Other changes from what was budgeted in 2013-14 include not hiring an interim Deputy Assessor position 9/13 as anticipated and there has been no temporary data entry position hired.

Changes anticipated in 2014-15 include the retirement of the Chief Assessment Deputy at the end of June 2014 and a newly elected county assessor in January 2015. We plan on bringing back the retired Chief Assessment Deputy on a half-time basis to train the new person and ensure the 2014-15 assessment & tax roll is completed accurately and on time. Since there is only one candidate for county assessor it is already known who will be taking office in January. That person will actually be hired on a part-time basis starting in May to learn more about Oregon's property tax system and the specific operations of Wasco County.

Many of the changes to FTE on Form 1. can be attributable to nothing more than a new person filling out the form and making different judgments as to how much staff time will be devoted to certain tasks. Specific changes are:

- 1) Since the interim and new assessor are unfamiliar with the county's software, more of their time is attributable to administration.
- 2) Since the Chief Appraiser is having to spend time on tasks the assessor previously did (Ratio Study, farm use valuation, etc.) less time is attributable to this position.
- 3) All personal property work is completed by clerical personnel.
- 4) Given the constraints noted above, less time is budgeted for data entry work.
- 5) With the retirement of the Chief Tax Deputy and not filling this position, less time is attributable to administration in this area.



Form 3 General Comments

2014-15

County Wasco

Use this form to describe any issue in your budget that needs further clarification. Examples would be significant changes on Form 7, purchase of a new data processing system, salary increases, new car purchases, personal services costs for mapping, etc. You may also use this form to document any miscellaneous comments.

The first year of the full conversion of the A&T software to Proval and Ascend has been a qualified success. The roll was certified although joint district values were not certified accurately. Still, the second year might be even more challenging since the old values, levies and special assessments will have to be cleared before new data can be entered.

While it was expected that progress would be made this fiscal year in getting more accounts to the point of being able to be recalculated, that work has taken a back seat to dealing with Tim's death and transitioning to new key personnel. No new accounts have been entered this year. Still, some resources will be devoted to entering appraisal inventory data into the new system (160 hours of data entry work). Also, 160 hours of temporary help has been added to address the need for commercial appraisal work since Tim did all of the commercial appraisals. Both of these have been included on the Form 1. FTE chart.

We will not be attempting any reappraisal work for 2014-15. However, we have found that in entering data into the new Proval system such that the values can be recalculated, a great deal of potential new construction and/or omitted property is being identified. We will continue to closely look for property that is not on the roll as we review accounts and enter them into the new Proval software.

In addition to the changes noted in key personnel above and on Form 2., there are at least two more key personnel (Property Appraiser II and Tax Collection Deputy) who are within two years of retirement. Based on when those individuals decide to retire there may be additional changes in the organizational structure and/or allocation of time devoted to certain functions.



Form 4 Valuation—Appraisal Resources

2014-15

County <u>Wasco</u>	Number of Accounts by Activity		Number of FTE by Activity	
	Actual 2013-14	Estimated 2014-15	Actual 2013-14	Estimated 2014-15
Activities				
1. Real Property Exceptions, Special Assessments, and Exemptions				
New Construction	905	1529	1.01	1.03
Zone Changes	0	1	0.00	0.00
Subdivisions, Segregations, Consolidations	68	80	0.00	0.00
Omitted Properties	18	38	0.08	0.14
Special Assessment Qualification and Disqualification	17	25	0.12	0.27
Exemptions	13	20	0.01	0.14
Subtotal	1,021	1,693	1.22	1.58
2. Appeals and Assessor Review				
Assessor Review and Stipulations	38	35	0.20	0.00
BOPTA	20	20	0.13	0.14
Department of Revenue	0	0	0.00	0.00
Magistrate Division—Tax Court	1	3	0.01	0.07
Regular Division—Tax Court	0	0	0.00	0.00
Subtotal	59	58	0.34	0.21
3. Real Property Valuation				
Physical Reappraisal	0	0	0.00	0.00
Recalculation only—no appraisal review	0	3870	0.00	0.41
Subtotal	0	3,870	0.00	0.41
4. Business Personal Property (returns mailed)	1800	1800	0.63	0.28
5. Ratio			0.13	0.15
6. Continuing Education			0.08	0.14
7. Other Valuation—Appraisal Activity			1.62	0.43
8. Total Valuation—Appraisal Staff (FTE)			4.02	3.20



Form 5
Tax Collection/Distribution
Work Activity

2014-15

County Wasco

**Number of Accounts
by Activity**

Actual 2013-14	Estimated 2014-15
-------------------	----------------------

1. Number of accounts requiring roll corrections

Business Personal Property	9	5
Personal Property Manufactured Structures	20	10
Real Property	115	100

2. Number of accounts requiring a refund

Business Personal Property	3	5
Personal Property Manufactured Structures	3	5
Real Property	89	75

3. Number of delinquent tax notices sent

Business Personal Property	59	75
Personal Property Manufactured Structures	325	300
Real Property	2360	2500

4. Number of foreclosure accounts processed

Real Property only	200	200
--------------------------	-----	-----

5. Number of accounts issued redemption notices

Real Property only	3	5
--------------------------	---	---

6. Number of warrants

101	100
-----	-----

7. Number of garnishments

0	0
---	---

8. Number of seizures

0	0
---	---

9. Number of bankruptcies

112	75
-----	----

10. Number of accounts with an address change processed

1000	750
------	-----

11. How many second trimester statements do you mail?

2991

12. How many third trimester statements do you mail?

2437

13. Does the county contract for lock box service?

☐ Yes ☒ No

14. Does the county use in-house remittance processing?

☐ Yes ☒ No

15. If tax collector is combined with another county function, please describe that function.



Form 6
Assessment and Administrative
Support and Cartography
Work Activity

2014-15

County Wasco

Assessment and Administrative Support
Work Activity

	Numbers by Activity	
	Actual 2013-14	Estimated 2014-15
1. Number of Deeds Worked	1350	1400

Cartography Work Activity

	Numbers by Activity	
	Actual 2013-14	Estimated 2014-15
1. Number of new tax lots	33	40
2. Number of lot line adjustments	11	10
3. Number of consolidations	3	5
4. Number of new maps	39	45
5. Number of tax code boundary changes	2	5



Form 7 Summary of Expenses

2014-15

County Wasco

	A. Assessment Administration	B. Valuation	C. BOPTA	D. Tax Collection & Distribution	E. Cartography*	F. A&T Data Processing	TOTALS
Current Operating Expenses							
1. Personal Services	257767	256804	6842	145872	49633	37576	\$754,494
2. Materials & Services	6200	6200	150	18090	23100	108902	\$162,642
3. Transportation	2450	2450	0	0	0	0	\$4,900
4. Total Current Operating Expenses (Total Direct Expenses)	\$266,417	\$265,454	\$6,992	\$163,962	\$72,733	\$146,478	\$922,036

* Include ORMAP-approved grant funding

Indirect Expenses

5. Total Direct Expenses (line 4)	\$922,036
6. If you use the 5 percent method to calculate your indirect expenses, enter .05 in this box	0.05000
Total Indirect Expenses (line 5 × line 6).....	\$46,102
6A. If you use a percent amount approved by a federal granting agency to calculate your indirect expenses, enter that percentage in this box	0.00000
Total Indirect Expenses (line 6A × the direct expense amount for the category/categories that your certificate allows)	\$0
7. Total Indirect Expenses	\$46,102

Capital Outlay

	Assessment Administration	Valuation	BOPTA	Tax Collection & Distribution	Cartography	A&T Data Processing	Total Capital Outlay Without Regard to Limitation
8. Enter the actual capital outlay without regard to limitation.	0	0	0	0	0	0	\$0
9. Total direct and indirect expenses (line 4 + line 7)							\$968,138
10. Direct and indirect expenses × 0.06							\$58,088
11. The greater of line 10 or \$50,000							\$58,088
12. Capital outlay (the lesser of line 8 or line 11)							\$0
13. Total expenditures for CAFFA consideration (line 4 + line 7 + line 12).....							\$968,138

Grant Application Resolution

Wasco County is applying to the Department of Revenue in order to participate in the Assessment and Taxation grant.

This state grant provides funding for counties to help them come into compliance or remain in compliance with ORS 308.232, 308.234, Chapters 309, 310, 311, 312, and other laws requiring equity and uniformity in the system of property taxation.

Wasco County has undertaken a self-assessment of its compliance with the laws and rules that govern the Oregon property tax system. County is generally in compliance with ORS 308.232, 308.234, Chapters 309, 310, 311, 312, and other laws requiring equity and uniformity in the system of property taxation.

Wasco County agrees to appropriate the budgeted dollars based on 100 percent of the expenditures certified in the grant application in the amount of \$968,138 the total expenditure amount for consideration in the grant. If 100 percent is not appropriated, no grant shall be made to the county for the quarter in which the county is out of compliance.

County designates:

Tom Linhares

(503) 988-4131

toml@co.wasco.or.us

Name

Telephone

E-mail Address

as the county contact person for this grant application.

Signature of Chairperson or Judge of Governing Body

APPROVED AS TO FORM:

April 29, 2014
Date Signed

Eric J. Nisley
Wasco County District Attorney



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

IGA With Lane County for Map Maintenance

1 message

Tom Linhares <toml@co.wasco.or.us>

Wed, Apr 23, 2014 at 9:35 AM

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

Cc: Paul Ferguson <paulf@co.wasco.or.us>, Tycho Granville <tychog@co.wasco.or.us>

Kathy:

Attached is the IGA being proposed between Lane County and Wasco County to have Lane County update Wasco County's assessor's tax lot maps. Map maintenance has previously been provided by the Oregon Department of Revenue.

Paul Ferguson, Tycho Granville and I have met and agree that switching from DOR to Lane County is in the best interest of the county in terms of quality of work as well as in turn around time to get updated maps completed.

We would like the IGA placed on next week's BOC Agenda for consideration.

Thank you,

—

Tom Linhares

Interim Director of Assessment & Taxation

541-506-2512



Wasco Map Maintenance IGA 2014-16.docx

43K

**INTERGOVERNMENTAL AGREEMENT
FOR
TAX MAP MAINTENANCE
AND
GEOGRAPHIC INFORMATION SYSTEMS**

April 22, 2014

A. Purpose:

This Agreement is entered into between Lane County and Wasco County. Lane and Wasco Counties are each political subdivisions of the State of Oregon and units of local government as defined by ORS 190.003. Lane County and Wasco County have entered into this Agreement for the purpose of providing the most cost effective tax map maintenance and geographic information systems (GIS) services on behalf of their respective Citizens.

B. Recitals:

WHEREAS, ORS 190.010 and the Lane County Home Rule Charter provide that units of local governments may enter into agreements for the performance of any or all functions and activities that a party to the agreements, its officers or agents, have authority to perform, and

WHEREAS, Lane and Wasco County have the authority to perform the functions and activities set forth in the Agreement, and

WHEREAS, Wasco County has need for tax map maintenance and geographic information systems (GIS) services, and

WHEREAS, Lane County has ability to, and experience in, providing tax map maintenance and geographic information systems (GIS) services, and

WHEREAS, there are increased efficiencies through intergovernmental cooperation benefitting both Wasco and Lane County,

C. Now therefore, Wasco County and Lane County agree as follows:

1. Wasco County will pay Lane County for services performed. The specific amounts to be paid and the timing of the payments are to be defined by the attached Statement of Work. During the term of this Agreement the total amount paid by Wasco County is not to exceed \$49,999.
2. Lane County will perform the technology services defined by the attached Statement of Work.

3. Wasco County will provide funding and personnel necessary to successfully implement the technology services furnished by Lane County in accordance with the attached Statement of Work.
4. Prior to January 1 of each year during the term of this Agreement and as a part of annual budget preparation, Wasco County will make a good faith effort to estimate needed technology services and Lane County will make a good faith effort to estimate service costs for the immediately following fiscal year. These estimates will be nonbinding.

D. Term & Termination:

This Agreement is effective when signed by both Lane and Wasco County and expires on June 30, 2016 unless extended by written mutual agreement.

Termination: This Contract shall continue through its term until terminated as provided below. The parties may terminate this agreement, or any part of it, by mutual agreement or as provided in a. through d. below.

- a. Termination by for Convenience. There is no provision for Wasco County or Lane County, independently, to terminate this agreement, in whole or in part, for convenience.
- b. Termination by Wasco County for Cause. If Lane County fails to meet one or more of the service parameters defined in the attached Statement of Work during any three consecutive calendar months or during any four calendar months within any twelve consecutive months or otherwise breaches a material obligation under this Contract, Wasco County may consider Lane County to be in default, unless Wasco County or a Force Majeure causes such failure. If Wasco County asserts a default, Wasco County may terminate this Contract, in whole or in part. It may also choose to extend a period to cure the default if Lane County both provides Wasco County with a plan of action acceptable to Wasco County and commences execution of the plan. Wasco County may withhold all monies due and payable to Lane County, under this agreement, until Wasco County accepts such a plan to cure. These remedies shall be in addition to, and cumulative of, any other remedy available to Wasco County, and the exercise of this remedy by Wasco County shall not prejudice or impair the availability to Wasco County of any other remedy at law or in equity for breach of this Contract, subject to any contractual limitation of liability.
- c. Termination by Lane County. If Wasco County fails to pay any amount when due under this Contract or otherwise breaches a material obligation under this Contract, Lane County may consider Wasco County to be in default, unless Lane County or a Force Majeure causes such failure. If Lane County asserts a default, it will give Wasco County written and detailed notice of the default and Wasco County will have thirty (30) days thereafter to cure any monetary default (including interest). If after following these procedures, Wasco County has not cured the default, Lane County may stop work until Wasco County cures the default. Lane County may also choose to extend the period to cure if Wasco County, within the thirty (30)-day cure period, both provides the Lane County with a plan of action acceptable to Lane County and commences execution of the plan. Lane County may stop work until it accepts the plan of action to cure a non-monetary default by Wasco County. This remedy shall be in addition to, and cumulative

of, any other remedy available to Lane County, and the exercise of this remedy by Lane County shall not prejudice or impair the availability to Lane County of any other remedy at law or in equity for breach of this Contract, subject to any contractual limitations of liability.

- d. **Payment/Financial Obligations upon Termination.** Upon termination, Wasco County shall pay to Lane County all amounts that have actually accrued or which are owing to Lane County as of the date of such termination in accordance with the schedules in this agreement and reasonable business judgment. In addition, Lane County shall reimburse Wasco County for any advance payments for services not rendered.

If this Contract is terminated as described in Section D, Paragraphs b. or c. above, the parties are responsible for performing their obligations up to the date of termination. Lane County shall deliver all software, products, equipment, and services that it is required to provide up to the date of termination. Wasco County shall pay Lane County all amounts actually owed to Lane County as of the date of the termination, in accordance with the schedules made part of this Contract. However, Wasco County shall not incur any further payment obligations upon termination of this Contract.

E. Arbitration:

Wasco and Lane County shall exert every effort to cooperatively resolve any disputes related to this Agreement. Upon failure to cooperatively resolve a dispute, the dispute may be submitted to arbitration. Any Party may request arbitration by written notice to the other Parties. If the Parties cannot agree on a single arbitrator within fifteen (15) days from the notification, each Party shall within five (5) days select one arbitrator for a two-member arbitration panel. The panel shall conduct the arbitration using such arbitration process as they may choose, subject to the following conditions:

- a) The location of the arbitration is within Lane County, Oregon,
- b) Each Party bears its own costs, witness fees, and attorney fees, except for expenses in (c) below,
- c) Arbitration filing costs and any arbitrator's fees are divided equally among the Parties, and
- d) The outcome of the arbitration is binding upon the Parties.

F. Indemnification:

Each of Wasco and Lane County is responsible for its own acts, and the acts of its employees, agents, officers, and elected officials.

In taking this responsibility and providing the services specified in this Agreement (and any associated services) all Parties are public bodies and maintain their public body status as specified in ORS 30.260. All Parties understand and acknowledge that each retains all immunities and privileges granted them by the Oregon Tort Claims Act (ORS 30.260 through 30.295) and any and all other statutory rights granted as a result of their status as local public bodies.

G. Liability

Data and programs supplied by Lane County to Wasco County are provided on an “as is” basis. Lane County expressly disclaims any warranty or responsibility, express or implied, as to the

accuracy, currency, or completeness of any data or programs supplied. Lane County has no responsibility to Wasco County for any failure of any hardware or software acquired by Wasco County, or for future incompatibility in any such hardware or software resulting from any hardware or software change or redesign undertaken by Lane County.

H. Amendments

This Agreement may be modified or extended by written agreement signed by all parties. Such an amendment is effective when signed by all parties.

I. Waiver

The failure of any party to enforce any provision of this Agreement does not waive that or any other provision.

J. Force Majeure

Neither Wasco nor Lane County are responsible for delay or default caused in part or in full by reasons beyond the party's reasonable control, including without limitation, strikes or other labor difficulties, inability to obtain necessary governmental permits and approvals (including building permits or certificates of occupancy), unavailability or scarcity of materials, war, riot, civil insurrection, accidents, acts of God or nature, and governmental preemption in connection with a national emergency. The parties shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default, and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement.

K. Merger

This Agreement constitutes the entire agreement between the parties. No waiver, consent, modification, or change of terms of this Agreement binds any party unless in writing and signed by all parties. Such waiver, consent, modification, or change, if made, is effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. The parties, by signature of their authorized representatives, hereby acknowledge that they have read this Agreement, understand it, and agree to be bound by its terms and conditions.

Lane County

Alicia Hays, Interim County Administrator

Date

Wasco County

Scott Hege, Commission Chair
Wasco County Board of Commissioners

Steve Kramer, Commissioner
Wasco County Board of Commissioners

APPROVED AS TO FORM:

Rod Runyon, Commissioner
Wasco County Board of Commissioners

Eric J. Nisley
Wasco County District Attorney

Attachment A
Statement of Work

1. Services:

Map Maintenance:

Lane County will maintain the cadastral data, including tax lots, annotation, tax code areas, plats, and other associated data layers for Wasco County. Upon completion of map changes, updated language for property description cards will be provided to Wasco County along with journal vouchers and an updated geodatabase. Lane County will send updated maps to the Department of Revenue (DOR) on a quarterly basis and will provide data in accordance with Cadastral Fit Standards to DOR annually. If desired, grant applications for DOR funding can be submitted by Wasco County for CAFFA and ORMAPP funding. Lane County has applied for those grants and can assist Wasco County with the application process.

The creation of additional maps at larger scales will be included with map maintenance after approval from Wasco County as long as sufficient resources are available. Remapping efforts will generally fall outside the scope of routine map maintenance, but may be accommodated depending upon staff availability and sufficient funding. If the remapping efforts cannot be accommodated as described above, a separate project will be established to define the scope of work, budget, and appropriate schedule.

The process for map maintenance is outlined below:

1. Requesting County posts documents to SharePoint site and submits a request for map changes.
2. Lane County makes necessary changes to cadastral data, including line work, tax code changes, land/soil classifications, condos, etc.
3. Lane County notifies requesting County if the creation of a new map is recommended.
4. Lane County drafts language for property card descriptions.
5. Lane County fills out voucher for tax roll and map changes.
6. Lane County performs internal QA/QC process to check topology, voucher, etc.
7. Lane County sends reports to requesting County for review before publishing data.
8. Lane County posts updated documents, maps, and information to SharePoint site for requesting County.
9. Lane County sends updated maps to DOR quarterly.
10. Lane County provides data in accordance with Cadastral Fit Standard to DOR annually.

Map maintenance will meet the following quality and responsiveness measures:

Quality:

1. Spatial

- Consistent or better than quality of existing data and quality of expression of the change, as measured by Components of ORMAP Tax Lot Base accuracy standards: Control, Geometry, Annotation, Data Exchange. See <http://www.ormap.net/common/docs/ormap/documents/docs/ORMAPTechSpecs.pdf>

2. Graphic

- Features on PDF "record" map resulting from map maintenance are graphically consistent with standards contained in Oregon Cadastral Map Manual: http://www.ormap.net/common/docs/ormap/documents/docs/map_manual.pdf

3. Intent

- Maintenance work (changes to the Cadastral data) expresses a logical approach to interpreting the intent of documents initiated for maintenance, based on principles expressed in the Oregon Cadastral Map Manual.

4. Reporting

- "Voucher" report accurately documents change in acres, legal description, and ownership, consistent with other above components of quality.

Responsiveness:

1. Day to Day

- Standard turn-around time of 5 weeks will be expectation of both parties. This would be measured from receipt of change document by Lane County to contractee county receipt of updated "record" map Graphics and "Voucher" report. The submission to contractee will be approved by quality assurance by Lane County, but not necessarily approved by contractee county within this period of time. Corrections will be made as expeditiously as possible. Extenuating circumstances will be discussed prior to the end of the 5 week period.

2. ORMAP

- ORMAP deliverable shapefiles meeting the OGIC endorsed Cadastral Data Exchange Standards (<http://www.oregon.gov/DAS/EISPD/GEO/standards/standards.shtml>) will be delivered annually to Oregon Department of Revenue by January 31. Contractee county will submit the invoice and receive payment for the Cadastral Data Sharing Agreement once Lane County submits the tax lot data to ORMAP on contractee county's behalf.

- A PDF set of the changed "record" maps will be delivered to Oregon Department of Revenue quarterly by the end of January, April, July, and October.

3. Value Roll

- Lane County will work with contractee county to receive and complete all maintenance work required by the contractee to be completed prior to the contractee Value Roll process. It is expected that the contractee will make every effort to deliver maintenance requests in a timely manner.

GIS Services:

Lane County is available to provide GIS services as needed in addition to those outlined above for an additional cost based on the hourly rate described under “Payment:”, below.

GIS services may include, but are not limited to:

- GIS software assistance and support
- Data development and maintenance
- Custom map requests, mailing lists, mapbooks, etc.
- GIS analysis
- Custom scripts, tools, or models
- Mobile applications
- Additional mapping applications other than the application outlined above
- Training
- Strategic planning, system design, needs assessment, and project management.

Payment:

Wasco County agrees to pay to Lane County the following amounts in exchange for the services described under “Services”, above:

Map Maintenance:	\$66 per hour worked
GIS Services:	\$71 per hour worked

Payment will be due within 45 days of invoice with invoices provided monthly.

Wasco County may opt to make payments in advance of services by requesting an advance invoice.

Attachment B
Service Level Agreement

Purpose:

The purpose of this Service Level Agreement is to describe Lane County's and Wasco County's respective responsibilities for map maintenance and GIS Services.

1. Service Level Essentials

1.1 Product/Systems Supported

- Services described in Attachment A of this Agreement.

1.2 Customer Location

- Wasco County
Department of Assessment & Tax
511 Washington Street, #208
The Dalles, Oregon 97058-2237

1.3 Hours of Support

Describes the standard hours of support customer can expect from LCIS

- Support will be provided by LCIS during Standard Business Hours; Monday through Friday – 8:00 am to 5:00 pm.
- Support will be provided by LCIS during other hours on request. LCIS reserves the right to require 10 day's notice for changes in schedule that are non-emergency.
- It is anticipated that Customer and LCIS will work collaboratively during any critical periods to schedule needed coverage.

1.4 Scheduled Maintenance Windows

Software and hardware maintenance may require periodic system downtime to correct problems or install new versions. The window during which this maintenance will be performed is described below

- Anytime outside of standard business hours with two business days advance notice.
- Downtime to correct critical security and/or virus issues will occur "on demand" as determined by LCIS or Customer.
- Any other time that is mutually agreed upon.

1.5 Problem Reporting Process

Describes the customer's process for reporting problems

- Contact and review issue with local "Super User" who will determine whether LCIS should be contacted.

- If LCIS is to be contacted, Super User contacts the GIS and Marketing Manager first and if not available, contacts the primary analyst.
- Contact LCIS Service Desk when Manager and primary analyst are not available and issue cannot wait. Service Desk will locate analysts or contact LCIS management in the event of an immediate problem.

1.6 Contact Information

- LCIS Service Desk:
 - Staffed 8:00 to 5:00; Monday through Friday; (541) 682-6789
- Customer Super User(s):
 - Wasco County: Tom Linhares
Donna Mollet
- Customer Management:
 - Wasco County Assessor / Tax Collector: Tom Linhares (Interim).....(541) 506-2512
- LCIS Analysts:
 - Primary Analyst, David Cutting, (541) 682-3854, lcpwgis@co.lane.or.us
 - Secondary Analysts: Gary Luke, (541) 682-8566
Adam Vellutini, (541) 682-8568
- LCIS Management:
 - GIS and Marketing Manager, Melissa Crane, (541) 682-6950, Melissa.Crane@co.lane.or.us

2. LCIS Responsibilities

2.1 Business Responsibilities

Describes the responsibilities that LCIS has for the day-to-day operation of the product/system listed under 1.1, Service Level Essentials

- Provide a single point of contact for emergency issues, the LCIS Service Desk.
- Provide support analysts.
- Provide Map Maintenance and GIS Services as described in attachment A.
- Provide advance notice to customer of any software maintenance in accordance with section 1.4, Scheduled Maintenance Windows.
- Represent information technology issues to GIS software vendor, ESRI, and obtain technical support from ESRI.

2.2 Problem Resolution

Describes the assistance provided by LCIS to resolve Customer Issues

- Primary and secondary support analyst assistance, by telephone, for Manatron Software issues.
- Service Desk assistance, by telephone, during standard business hours for any emergency customer questions/issues where the primary or secondary analyst can't be reached, directly.

2.3 Data Base Administration and Backup/Recovery

Describes LCIS' responsibilities for data backup and recovery; describes related processes.

- No responsibility for backup or restore of data files.
- Files required for day-to-day operation of GIS and Map Maintenance will be backed up by LCIS, but Customer is responsible for maintaining all original, source, and copies of data.

2.4 Training

Describes any training to be provided by LCIS for the product/system described under 1.1, Service Level Essentials

- One initial consultation for GIS will be provided.
- Creation & maintenance of basic training documents regarding the use of GIS.

2.5 Documentation

Describes the types of documentation to be provided by LCIS

- Documentation required for Map Maintenance is provided as described in Attachment A.

3. Customer Responsibilities

3.1 Business Responsibilities

Describes the responsibilities that the Customer has for the day-to-day operation of the product/system described in section 1.1

- Timely provision of map data for maintenance.
- Prompt reporting of problems and concerns and provision of supporting information. Collaboration with Lane County to resolve issues.

3.2 Problem Resolution

Describes the processes followed by the customer to resolve issues

- "Super User(s)" serve as first line of defense for any issues associated with using the vendor product.

- “Super User” will try and resolve issue before calling the GIS and Marketing Manager.
- “Super User” will assist LCIS staff as needed for resolution of technical problems.

3.3 Backup/Restores

Describes Customer’s responsibilities for data backup and recovery; describes related processes.

- Responsible for all backups/restores necessary to preserve required data in the event of system failure or site disaster.
- Responsible for backup media and media storage.

3.4 Training

Describes customer responsibility for training related to the product/system described under 1.1, Service Level Essentials

- All end-user and public training on the use of GIS.
- Creation & maintenance of all training documents other than base documents provided by Lane County.

3.5 Documentation

Describes the customers responsibility for documentation

- Creation of any documentation needed to describe Map Maintenance requirements.

Agenda Item

Youth Think

- [Transforming Health through Emotional Literacy Services](#)

SERVICES AGREEMENT

This SERVICES AGREEMENT (this “Agreement”), effective as of April 1, 2014, is entered into by and between PacificSource Community Solutions, Inc. (“PCS”) and Wasco County (“Partner”).

RECITALS

A. PCS has entered into Grant Agreement with the Oregon Health Authority (“OHA”) for the purpose of transforming health care delivery in medical assistance programs for members of the Coordinated Care Organization serving the Columbia Gorge Region and, more specifically, to achieve the triple aim of better care, better quality and lower cost of health care services.

B. PCS is working to further the goals of the CCO, including continued and increased integration, increased quality, and reduced cost.

C. Partner desires to assist PCS in achieving one or more of the CCO goals, and in keeping with projects reviewed and approved by the Columbia Gorge Health Council.

NOW, THEREFORE, in consideration of the mutual covenants and terms contained herein, PCS and Partner agree as follows:

SECTION 1. DEFINITIONS

1.1 “*Columbia Gorge Region*” means Hood River and Wasco Counties.

1.2 “*Coordinated Care Organizations (CCOs)*” are local health entities that deliver health care and coverage for individuals eligible for the Oregon Health Plan (Medicaid). CCOs have a special governance model that brings together local health care providers, who agree to work together within their local communities to serve OHP members to achieve the triple aim goals of better care, better quality and lower cost of health care services.

1.3 “*Community Advisory Council (CAC)*” means the CCO-convened council that meets regularly to ensure the CCO is addressing the health care needs of CCO members and the community, consistent with ORS 414.625.

1.4 “*HIPAA*” means the Health Insurance Portability and Accountability Act of 1996, as amended, and its implementing regulations, including but not limited to the Standards for Privacy of Individually Identifiable Health Information and the Security Standards for the Protection of Electronic Health Information.

SECTION 2. TERMS

2.1 Effective Date and Term. This Agreement is effective as of the 1 day of April, 2014 (the “Effective Date”). The term of this Agreement shall be until April 30, 2015, unless terminated earlier in accordance with Section 2.2; provided, however, in no event shall this Agreement continue beyond June 30, 2015. The parties also understand and agree that this Agreement shall terminate automatically without notice in the event of termination of the Grant Agreement.

2.2 Services. PCS hereby engages Partner to perform the transformation services (the “Services”) described in Exhibit A to this Agreement entitled Statement of Work.

2.3 Compensation.

2.3.1 PCS will pay Partner compensation in the amount and frequency shown on Exhibit A to this Agreement entitled Statement of Work. Partner will furnish PCS with a full report of project expenditures including records (receipts, etc.) for materials and services on the frequency shown on the same Exhibit A to this Agreement; provided, however, that all such reports will be delivered to PCS on the earlier of one month after the termination of this Agreement or July 31, 2015. Such reports must include budget line items for personnel, contracted services, indirect costs, and other allowable and applicable budget line items, as set forth in Exhibit A to this Agreement.

2.3.2 Notwithstanding anything to the contrary in this Agreement, Partner understands and agrees that compensation under this Agreement is contingent on OHA receiving appropriations, limitations, allotments or other expenditure authority sufficient to allow OHA to disburse funds to PCS and, thus, allowing PCS to disburse funds to Partner.

2.3.3 Partner further understands and agrees that any compensation due under this Agreement is subject to the following limitations: (i) Partner may only expend compensation on personnel expenses for staff directly working on the Services; (ii) Partner may expend compensation for approved travel expenses at rates not to exceed current state rates (for non-represented employees) in effect at the time the expenses are incurred and all travel shall be conducted in the most efficient and cost-effective manner possible; and (iii) indirect administrative costs are only allowed if authorized in Exhibit A to this Agreement and, in no event, may exceed 12% of the total budget for the Services.

2.3.4 Partner understands and agrees that any compensation under this Agreement expended in violation of one or more of the provisions of this Agreement must be returned to PCS for return to OHA. Partner shall return such funds promptly after PCS’s written demand and, in no event, later than seven (7) days after PCS’s written demand.

2.4 Reporting. PCS is required to submit regular reports to OHA under the Grant Agreement. Partner will make any necessary personnel available to assist PCS in the preparation and submission of these reports.

2.5 Required Terms and Conditions. Partner agrees to comply with the following exhibits and attachments thereto, which are attached hereto and incorporated into this Agreement by this reference:

Exhibit A:	Statement of Work
Exhibit B:	Oregon Health Plan (Oregon Health Authority) Contractual Requirements
Exhibit C:	Business Associate
Exhibit D:	Approved Project Proposal

SECTION 3. DATA SHARING

3.1 Purpose of Data Sharing. PCS possesses certain PHI that is protected under HIPAA and the HIPAA Regulations. Partner, as a Business Associate, will perform certain health care operations and work on behalf of PCS, to achieve the triple aim goals of better health, better care and lower costs of health care services. In order to support the efforts of the Partner, PCS desires to release the minimum necessary data to Partner for those uses described in this Agreement, and Partner agrees to protect the privacy of the data in accordance with all applicable state and federal laws, and the terms of this Agreement, including the Business Associate Addendum attached hereto as Exhibit C.

3.2 Data to Be Provided by PCS. In furtherance of Partner's performance of the Services on behalf of PCS, PCS will provide Partner with the data identified on Exhibit A Statement of Work.

3.3 Obligations of Partner.

3.3.1 *Use of Data Set.* Partner may use and disclose the Data Set received from PCS only in connection with the Services described in this Agreement. Partner shall limit the use or receipt of the Data Set to only those employees who need access to perform the quality assessment activities.

3.3.2 *Nondisclosure.* Partner shall not use or further disclose the Data Set except as permitted by this Agreement, or as required by any applicable state or federal law; provided, however, that Partner shall not make any further disclosure without providing prior notice to PCS of the same, including the identity of the party receiving the disclosure, and the purpose for the disclosure, in order to provide PCS with an opportunity to object to the disclosure and seek appropriate relief.

3.3.3 *Partner's Agents.* Partner shall not disclose the Data Set to any non-employee or subcontractor without the prior, written consent of PCS. Any such disclosure shall be on the same terms and conditions as are contained in this Agreement and Partner shall ensure that the receiving party agrees to be bound thereby.

3.3.4 *Data Ownership.* Partner agrees that any Data Set provided to it by PCS is, and shall remain, the exclusive property of PCS, and that no rights or title to the data is transferred to Partner under the terms of this Agreement.

SECTION 4. GENERAL PROVISIONS

4.1 Severability, Headings. If any term of this Agreement is declared invalid by a court, the same will not affect the validity of any other provision, provided that the basic purposes of this Agreement are achieved through the remaining valid provisions. The headings of Sections and subsections contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

4.2 No Third Party Beneficiaries. Nothing expressed or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than PCS, Partner and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

4.3 Survival. The respective rights and obligations of Partner as they pertain to PHI shall survive termination of this Agreement for so long as Partner maintains PHI.

4.4 Compliance, Non-Waiver. Failure by either Party to insist upon strict performance of any provision of this Agreement will not modify such provision, render it unenforceable, or waive any subsequent breach.

4.5 Assignment, Amendment. Neither Party may assign this Agreement without the other party's written consent. This Agreement may be amended only by a written agreement signed by both Parties.

4.6 Notices and Communications. All notices provided for herein shall be sent by confirmed facsimile, or guaranteed overnight mail, with tracing capability, or by first class United States mail, with postage prepaid, addressed to the other Party at their respective addresses set forth below or such other addresses as either Party may designate in writing to the other from time to time for such purposes. All notices provided for herein shall be deemed given or made when received.

If to Partner:

If to PCS:

2965 NE Conners Ave.
Bend, OR 97701
Attn: Josh Bishop
Fax: (541) 330-2524

With a Copy to:

With a Copy to:

PO Box 7068
Springfield, OR 97475
Attn: General Counsel
Fax: 541-684-5475

4.7 Disputes. PCS and Partner agree to meet and confer in good faith to resolve any controversy, dispute or claim that may arise out of or relate to this Agreement or the breach thereof, including any question regarding its interpretation, existence, validity or termination (each a "Dispute"). In the event of any Dispute, each party agrees to make a good faith effort to resolve any such Dispute through discussions with the other Party within ten (10) days of the initial notice of the Dispute. To the extent that such discussions do not result in a resolution of the Dispute, then the parties will escalate the issue to at least the vice president (or equivalent) level within the organization, who shall make a good faith effort to resolve any such Dispute.

4.8 Complete Agreement, Governing Law. This Agreement is the full Agreement of the Parties with respect to the subject matter hereof and supersedes all prior agreements and representations between the Parties, with the exception of those provider agreements in force between the Parties as discussed herein. This Agreement shall be construed, enforced and governed by the laws of the State of Oregon.

WHEREBY, Partner and PCS have agreed to the terms and conditions contained in this Agreement as of the Effective date.

[Signatures follow on the next page]

Partner

PacificSource Community Solutions, Inc.

By: _____

By: _____

Name: Scott C. Hege

Josh Bishop

Title: Chair, Wasco County Board of Commissioners

Executive Director, Columbia Gorge Region

APPROVED AS TO FORM:

Eric J. Nisley

Wasco County District Attorney

Exhibit A

Statement of Work

Section 1. Services

In consideration of the compensation to be paid under this Agreement, Partner will provide the following services:

- Articulate target population for receipt of intervention
- Select brief screening tool and longitudinal measurement strategy
- Establish 5-10 PFF Boot Camp Trainings.
- Parental completion of PFF Boot Camp by 20-30 parents
- Engagement of 2-5 physicians in cross disciplinary, collaborative discussions pertaining to social/emotional literacy
- 60-80 children complete intervention
- Pilot longitudinal functional outcome measurement on subset of 10 high fidelity PFF intervention receivers
- Complete proposed project measurements described below in Section 4., “Reporting”

Section 2. Compensation

PCS will pay Partner compensation in the amount of \$20,000.

The project is exclusively supported by Transformation Funds provided by the Oregon Health Authority to the CCO.

- Subject to other provisions in this Agreement, the funds described below will be provided on the following schedule:
 - 20% at contract execution
 - Four (4) quarterly payments of 20%
 - All disbursements will be provided within 14 days of the receipt of funds from OHA, which are expected to be received on March 31, 2014, June 30, 2014, September 31, 2014 and December 31, 2014.
 - Payments will be made using Electronic Funds Transfer (EFT). To receive payment the Direct Deposit form in exhibit A-2 and a W9 must be completed.
 - If any changes occur to the EFT information, a new Direct Deposit form must be provided within 10 business days of the change.

Section 3. Data Sharing

PCS will provide the following data, in a format determined by PCS’s systems capabilities and reasonably acceptable to Partner:

- There are no expectations of data sharing by PCS to support this project.

Section 4. Reporting

Provide written progress reports on grant activities, budget changes and expenditures using the template in Exhibit A-1.

- Progress reports will be provided on the following schedule:

<i>Date Report is Due</i>	<i>Reporting Period</i>
July 1, 2014	January 1, 2014 – June 30, 2014
January 1, 2015	July 1, 2014 – December 31, 2014
July 15, 2015	Final Report covering entire grant period

Presentation to the identified evaluation body of the Columbia Gorge Health council will be scheduled 2-4 weeks prior to the due date for each report. Presentations should include the progress toward activities and outcomes from the written progress report template and the specific project measures, below.

Reporting Measures (to be addressed in progress report template (Exhibit A-1))

For each Outcome	Success is measured as	How will it be measured and what frequency	Who gathers the data	Who reviews the results and at what frequency
Articulate target population for receipt of intervention	Completion	Documentation Once	Partner	Stakeholder Workgroup; Progress Review in accordance with target date for completion (6 mos into grant implementation)
Selection of brief screening tool and longitudinal measurement strategy	Completion	Documentation Once	Partner	Stakeholder Workgroup; Progress Review in accordance with target date for completion (12 months into grant implementation)
Begin to build a better system for assuring emotional literacy through establishment of forums for receipt of PFF	5-10 PFF Boot Camp Trainings established	Implementation record keeping (forum counts) Ongoing, in accordance with PFF delivery	Partner	Stakeholder Workgroup; Progress Review/Check in at 6, 12, and 18 months into funding
Increase awareness and understanding of social/emotional needs of children by parents.	Parental completion of PFF Boot Camp by 20-30 parents Parental self-report of learning about socio/ emotional needs of children.	Implementation record keeping (completion counts) in conjunction with subsequent qualitative feedback about training upon curriculum completion Ongoing in accordance	Partner	Stakeholder Workgroup; Progress Review/Check in at 6, 12, and 18 months into funding

		with PFF delivery		
Increase integration with medical community pertaining to social/emotional needs of patients (children).	Engagement of 2-5 physicians in cross disciplinary, collaborative discussions pertaining to social/emotional literacy (i.e. plant the seed in the medical community)	Qualitative monitoring level of buy in of Medical community in adopting screening for social/ emotional needs as part of well visit standard practice.	Stakeholder Workgroup, help from CCO Innovator	Stakeholder Workgroup; Progress Review/Check in at 6, 12, and 18 months into funding
Increase awareness and understanding of how to address socio/emotional needs of children by school personnel.	Increase in outreach requests for PFF training by school personnel. Growth in engagement of educational community in use of PFF	Implementation record keeping (outreach requests) Qualitative monitoring level of engagement of educational community in adopting PFF internally as part of curriculum	Stakeholder Workgroup, help from CCO Innovator	Stakeholder Workgroup; Progress Review/Check in at 6, 12, and 18 months into funding
Increase proportion of population receiving intervention in the community.	60-80 children complete intervention	Implementation record keeping (number of completers) Ongoing in accordance with PFF delivery	Youththink	Stakeholder Workgroup; Progress Review/Check in at 6, 12, and 18 months into funding
Increased behavioral functioning (see domains below) of children in social emotional realms	Pilot longitudinal functional outcome measurement on subset of 10 high fidelity PFF intervention receivers	PEDS TOOL or ASQ-SE parental completion Intake and follow up tpt 4-5 months after intervention Begin 9-12 mos into funding	Youththink	Stakeholder Workgroup; Progress Review/Check in 15, and 18 months into funding

Exhibit A-1**Required Progress Report Template**

Date:

Name of CCO:

Reporting Period:

Contact person for this report:

Contact information:

Please provide a brief update on your Transformation Grant activities for this reporting period. Be sure to highlight your successes. Please describe each project you have undertaken in this reporting period individually. For each project, please identify the following:

- Activities/progress made to date
- Outcomes/successes to date
- Outcome/Success impact on Quality Incentive Metrics or Transformation Plan Elements using the template below:

	Baseline	Current Performance	*Impacted QIM(s)	**Impacted Transformation Plan Element(s)
Outcome/Success #1				
Outcome /Success #2				
Add rows as necessary				

***Quality Incentive Measures (QIM):** 1. Adolescent Well Care Visits Ambulatory Care: Outpatient Visits (per 1,000 members months); 2. Ambulatory Care: Emergency Department Visits (per 1,000 members months); 3. Screening, Brief intervention and Referral to Treatment; 4. Colorectal Cancer Screening (per 1,000 members months)/ 5. Developmental Screening 0-36 Months; 6. Follow-up after Hospitalization for Mental Illness (7 day); 7. Follow-up Care for Children Prescribed ADHD Medication (Initiation); 8. Electronic Health Record Adoption; 9. Patient Centered Primary Care Home Enrollment; 10. All-cause Readmission; 11. PQI (01, 05, 08, and 15) Events per 100,000 Member Years; 12. Early Elective Delivery; 13. Well-child Visits in the First 15 Months of Life; 14. Comprehensive Diabetes Care: Hemoglobin A1c Testing; 15. Comprehensive Diabetes Care: LDL-C Screening; 16. Cervical Cancer Screening; 17. Chlamydia Screening in Women; 18. Testing for Children with Pharyngitis;

****Transformation Plan Elements:** 1. Integration of Physical & Behavioral Health; 2. Implementation and development of Patient-Centered Primary Care Home (PCPCH); 3. Implementing consistent Alternative Payment Methodologies that align payment with health outcomes; 4. Conducting a Community Health Assessment and adopting an annual Community Health Improvement Plan; 5. Develop a plan for encouraging Electronic Health Records, health information exchange, and meaningful use; 6. Assuring communications, Outreach, Member engagement, and services are tailored to cultural, health literacy, and linguistic needs; 7. Assuring that the culturally diverse needs of Members are met (Cultural Competence training, provider composition reflects Member diversity, non-traditional health care workers composition reflects Member diversity); 8. Developing a QI plan focused on eliminating racial, ethnic and linguistic disparities in access, quality, experience and outcomes.

- Challenges/barriers
- What have you shared about your projects with other CCOs and what would you like to share?

- Any technical assistance you would like to receive to support your project, and how would you like to receive this assistance(e.g., site visit, conference call, webinar, or another form of support)
- Describe any changes to budget allocations impacting the following: Personnel Expenses, Travel Expenses, Indirect/Administrative Expenses.
- Account for all expenditures in the following expense categories: Personnel Expenses, Travel Expenses, Indirect/Administrative Expenses using the template below:

[Project Name]	1/1/14 – 6/30/14	7/1/14 – 12/31/14	1/1/15 – 6/30/15	Cumulative TOTAL
Personnel				
Total Salary				
Total Fringe				
Travel				
Supplies				
Contracts				
Equipment				
Other				
Indirect				
Reporting Period TOTALS				

Exhibit A-2
DIRECT DEPOSIT INFORMATION

PacificSource and its subsidiaries and affiliates (PacificSource) offers direct deposit to all vendors for business expenses. Direct deposit transmits your payment directly to one bank account, saving you from having to make a special trip to the bank.

You will receive a direct deposit stub via e-mail, which lists the invoices being reimbursed. The difference is that the money is transferred to your bank electronically. Please be sure to add the e-mail address accountspayable@pacificsource.com to your list of accepted recipients to ensure receipts of your direct deposit stub.

Direct deposit is an “all or none” proposition – PacificSource will either transmit funds via direct deposit, or issue you a printed check. We cannot split it into direct deposit and a printed check. You may, however, start or end direct deposit at any time with the understanding that it takes about ten days for the change to go into effect.

For direct deposit to be properly processed, it is necessary that you provide your bank routing number and account number. Please be sure to review your information for accuracy.

If electing, please return the completed Direct Deposit Authorization form to accountspayable@pacificsource.com.



DIRECT

DEPOSIT

AUTHORIZATION

On behalf of _____, I authorize PacificSource and its subsidiaries and affiliates and the banks indicated below to make automatic deposits for each business expense payment owed to my company. If funds are transferred to the account in error, I authorize these banks to return the funds to PacificSource. This authorization remains in effect until I have cancelled it in writing. I represent and warrant that I have the authority to execute this document and to authorize direct deposits for my company.

DEPOSIT ACCOUNT INFORMATION

Bank/Branch: _____

☐ Checking

☐ Savings

City/State: _____

□□□□□□□□ : □□□□□□□□□□□□□□□□□□□□□□□□

Transit Routing #

Account #

PLEASE SIGN BELOW

Name (Please Print)

Authorized Signature

Date

Title

E-mail address (for receipt of direct deposit stub)

Exhibit B

Oregon Health Plan (Oregon Health Authority) Contractual Requirements

In the event that any provision contained in this Exhibit conflicts or creates an ambiguity with a provision in this Agreement, this Exhibit's provision will prevail. The parties shall comply with all federal, state and local laws, rules, regulations and restrictions, executive orders and ordinances, and the Oregon Health Authority's ("OHA") instructions applicable to this Agreement, in the conduct of their obligations under this Agreement, including without limitation:

1. **Laws.** Vendor shall comply with all applicable laws, including but not limited to the following: (i) ORS Chapter 659A.142; (ii) OHA rules pertaining to the provision of integrated and coordinated care and services, OAR Chapter 410, Division 141; (iii) all other OHA Rules in OAR Chapter 410; (iv) rules in OAR Chapter 309 pertaining to the provisions of mental health services; (v) rules in OAR Chapter 415 pertaining to the provision of Substance Use Disorders services; (vi) state law establishing requirements for Declaration for Mental Health Treatment in ORS 127.700 through 127.737; and (vii) all other applicable requirements of State civil rights and rehabilitation statutes, rules and regulations. These laws, regulations, executive orders and ordinances are incorporated by reference herein to the extent that they are applicable to PacificSource Community Solutions, Inc.'s ("PCS") contract with OHA (the "CCO Contract") and required by law to be so incorporated. OHA's performance under the CCO Contract is conditioned upon Vendor's compliance with the provisions of ORS 279B.220, 279B.230, 279B.235 and 279B.270, which are incorporated by reference herein. Vendor shall, to the maximum extent economically feasible in the performance of this Agreement, use recycled paper (as defined in ORS 279A.010(1)(gg)), recycled PETE products (as defined in ORS 279A.010(1)(hh)), and other recycled products (as "recycled product" is defined in ORS 279A.010(1)(ii)).
2. **Records.** Vendor agrees to comply with all applicable state and federal requirements regarding the accuracy, confidentiality, and retention of records of members PCS, including the requirements established by OHA, which include, but are not limited to, the retention of all records for a period of ten years from the date this Agreement expires or terminates or the completion of any litigation or OHA-related audit, whichever is later. Vendor shall maintain all financial records related to this Agreement in accordance with generally accepted accounting principles or National Association of Insurance Commissioners accounting standards.
3. **Monitoring of Services.** PCS has the right to monitor the performance of Vendor under this Agreement on an ongoing basis under the terms and conditions of this Agreement. Such monitoring may include routine and random audits and PCS shall have the right to interview Vendor staff, employees, and consultants who provide services thereunder.
4. **Right to Audit.** Vendor agrees that OHA, the Center for Medicare & Medicaid Services ("CMS"), Department of Health and Human Services ("DHHS"), the Secretary of State's Office, the Comptroller General of the United States, and the Oregon Department of Justice Medicaid Fraud Control Unit or their designees shall have the right to inspect, evaluate, and audit any books, documents, papers, and records of Vendor that pertain to or are related to any aspect of the services provided under this Agreement for a period of up to ten (10) years from the date this Agreement expires or terminates, or the completion of any program-related audit, whichever is later, and such other periods in excess of ten (10) years or more as defined in OHA or Medicaid laws, rules, and regulations and CMS instructions. This provision shall survive the termination of this Agreement for any reason.

5. **Ultimate Responsibility.** Notwithstanding any term or provision of this Agreement, PCS maintains ultimate responsibility for adhering to and otherwise fully complying with all terms and conditions of its Oregon Health Plan (“OHP”) contract with OHA. Vendor acknowledges and agrees that the services it provides under this Agreement shall be consistent with and shall comply with PCS’s contractual obligations with OHA regarding benefit plans, which are subject to state and federal laws, rules, and regulations and OHA instructions. Vendor agrees to cooperate with PCS in meeting its responsibilities under PCS’s contract with OHA and further agrees that all applicable provisions from that contract apply to Vendor in the same manner in which they apply to PCS.

6. **Oversight.** PCS shall oversee and is accountable to OHA for any functions or responsibilities delegated to Vendor.

7. **Compliance with Policies.** To the extent applicable, Vendor agrees to comply fully and abide by the rules, policies and procedures PCS has established as part of its OHP programs.

8. **Revocation.** In the event PCS or OHA determines that Vendor has not performed satisfactorily under the terms of this Agreement or if requisite reporting and disclosure requirements are not otherwise fully met in a timely manner, PCS retains the right to terminate this Agreement in accordance with the termination provisions therein.

9. **Subcontracting Entities.** In the event Vendor enters into contracts with other entities to perform its obligations hereunder, such subcontractors shall agree to comply with the terms of this Agreement, including without limitation the provisions in this Exhibit.

10. **Vendor Certification.** Vendor hereby certifies that all claims submissions and/or information received from Vendor are true, accurate, and complete, and that payment of the claims by PCS, or its subcontractor, for OHP members will be from federal and state funds, and therefore any falsification, or concealment of material fact by Vendor when submitting claims may be prosecuted under federal and state laws.

11. **Indemnification.** Notwithstanding any indemnification provision in this Agreement, as it pertains to OHP members, Vendor shall defend, save, hold harmless and indemnify PCS, the State of Oregon, its agencies and subdivisions, and their respective officers, employees, and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever resulting from, arising out of, or relating to the activities of Vendor or its officers, employees, subcontractors, or agents under this Agreement; provided, that PCS and/or OHA shall provide Vendor with prompt written notice of any such claim, suit, action or proceeding and reasonable assistance, at Vendor’s expenses, in the defense thereof.

Vendor shall have control of the defense and settlement thereof, but neither Vendor nor any attorney engaged by Vendor, shall defend the claim in the name of the State of Oregon or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State of Oregon may, at its election and expense, assume its own defense and settlement in the event that the State of Oregon determines that Vendor is prohibited from defending the State of Oregon, is not adequately defending its interests, an important governmental principle is at issue, or it is in the best interest of the State of Oregon to do so.

Notwithstanding the foregoing, no party shall be liable to any other party for any incidental or consequential damages arising out of or related to services provided for the OHA contract. Vendor shall

ensure that the State of Oregon, Department of Human Services is not held liable for any of Vendor's debts or liabilities in the event of insolvency.

12. **Insurance.** During the term of this Agreement, in addition to any requirements provided in this Agreement, Vendor shall maintain and require that all persons and entities performing services under this Agreement obtain and keep in force at its own expense, each insurance noted below, as issued by a company authorized to transact business and issue insurance coverage in the State of Oregon:

(a) *Workers' Compensation.* Vendor shall comply with ORS 656.017 and shall provide the Workers' Compensation insurance coverage for all workers, unless they meet the requirements for an exemption under ORS 656.126(2).

(b) *Professional Liability.* Covers any damages caused by an error, omission or any negligent acts related to the services to be provided under this Agreement. This insurance shall include claims of negligent Provider selection, direct corporate professional liability, wrongful denial of treatment, and breach of privacy. Vendor shall provide proof of insurance with not less than the following limits:

Per occurrence limit for any single Claimant of not less than \$2,000,000, and
Per occurrence limit for multiple Claimants of not less than \$4,000,000.

(c) *Commercial General and Automobile Liability.* Covers bodily injury, death and property damage in a form and with coverages that are satisfactory to the State. This insurance shall include personal injury liability, products and completed operations. Coverage shall be written on an occurrence basis. Vendor shall provide proof of insurance with not less than the following limits:

Bodily Injury/Death -

A combined single limit per occurrence of not less than \$2,000,000, and
An aggregate limit for all claims of not less than \$4,000,000.

Property Damage -

A combined single limit per occurrence of not less than \$150,000, and
An aggregate limit for all claims of not less than \$550,000.

(d) *Automobile Liability.* Covers all owned, non-owned, or hired vehicles, this coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for "Commercial General Liability" and "Automobile Liability"). Vendor shall provide proof of insurance with no less than the following limits:

Bodily Injury/Death -

A combined single limit per occurrence of not less than \$2,000,000, and
An aggregate limit for all claims of not less than \$4,000,000.

Property Damage -

A combined single limit per occurrence of not less than \$150,000, and
An aggregate limit for all claims of not less than \$550,000.

(e) *Additional Insured.* The Commercial General Liability insurance and Automobile Liability insurance required under this Agreement shall include PCS, the State of Oregon, its officers, employees and agents as Additional Insureds but only with respect to Vendor's activities to be performed under this Agreement. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

(f) *Notice of Cancellation or Change.* Vendor shall assure that no cancellation, material change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) occurs

without 60 days prior written notice from Vendor or its insurer(s) to PCS. Any failure to comply with this clause constitutes a material breach of this Agreement and is grounds for immediate termination of this Agreement by PCS.

(g) *Tail Coverage.* If any of the required policies is on a “claims made” basis, then Vendor shall maintain either “tail” coverage or “claims made” liability coverage from the effective date of this Agreement until the later of (1) twenty-four (24) months after completion of all services under this Agreement, or (2) the expiration of all warranty periods associated with this Agreement. These periods may only be shortened on approval of the DHS.

(h) *Self-insurance.* Vendor may fulfill one or more of its insurance obligations herein through a program of self-insurance, provided that Vendor’s self-insurance program complies with all applicable laws, provides coverage equivalent in both type and level to that required in this Exhibit, and is reasonably acceptable to PCS. Vendor shall furnish an acceptable insurance certificate to PCS for any insurance coverage required by this Agreement that is fulfilled through self-insurance. Stop-loss insurance and reinsurance coverage against catastrophic and unexpected expenses may not be self-insured

13. **Fraud and Abuse.** Vendor shall have in place internal controls, policies or procedures capable of preventing and detecting Fraud and Abuse activities as they relate to the OHP program; such policies and procedures to be submitted to PCS upon PCS’s request. Vendor shall report suspected Fraud and Use activities to PCS immediately upon detection and cooperate with PCS in regards to any required reporting or investigation of such activity to the Medicaid Fraud Control Unit. Vendor 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 433.705 et. seq., ORS 441.630 et. seq., and all applicable Oregon Administrative Rules.

14. **Governing Law, Consent to Jurisdiction.** The Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, the “claim”) between OHA (or any other agency or department of the State of Oregon) and Vendor that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a claim must be brought in a federal forum, then it shall be conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this section be construed as a waiver of the State of Oregon of the jurisdiction of any court or of any form of defense to or immunity from any claim whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise. **VENDOR, BY EXECUTION OF THE AGREEMENT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.**

15. **Independent Contractor.**

(a) Vendor is not an officer, employee or agent of the State of Oregon or PCS, as those terms are used in ORS 30.265 or otherwise.

(b) If Vendor is currently performing work for the State of Oregon or the federal government, Vendor by signature to this Agreement, represents and warrants that Vendor's work to be performed under this Agreement creates no potential or actual conflict of interest as defined by ORS Chapter 244 and that no statutes, rules or regulations of the State of Oregon or federal agency for which Vendor currently performs work would prohibit Vendor's work under this Agreement. If compensation under this

Agreement is to be charged against federal funds, Vendor certifies that it is not currently employed by the federal government.

(c) Vendor is responsible for all federal and State taxes applicable to compensation paid to Vendor under this Agreement and, unless Vendor is subject to backup withholding, neither PCS nor OHA will withhold from such compensation any amounts to cover Vendor's federal or State tax obligations. Vendor is not eligible for any social security, unemployment insurance or workers' compensation benefits from compensation paid to Vendor under this Agreement, except as a self-employed individual.

(d) Vendor shall perform all work as an independent contractor. PCS reserves the right (i) to determine and modify the delivery schedule for the work and (ii) to evaluate the quality of the work product, however, OHA may not and will not control the means or manner of Vendor's performance. Vendor is responsible for determining the appropriate means and manner of performing the work.

16. **Representations and Warranties.** Vendor represents and warrants that:

(a) Vendor has the power and authority to enter into and perform this Agreement,

(b) This Agreement, when executed and delivered, shall be a valid and binding obligation of Vendor enforceable in accordance with its terms,

(c) Vendor has the skill and knowledge possessed by well-informed members of its industry, trade or profession and Vendor will apply that skill and knowledge with care and diligence to perform the work in a professional manner and in accordance with standards prevalent in Vendor's industry, trade or profession,

(d) Vendor shall, at all times during the term of this Agreement, be qualified, professionally competent, and duly licensed to perform the work, and

(e) Vendor prepared its application related to this Agreement, if any, independently from all other applicants, and without collusion, fraud, or other dishonesty.

The warranties set forth in this Section are in addition to, and not in lieu of, any other warranties provided.

17. **Assignment of Contract, Successor in Interest.** Vendor shall not assign or transfer its interest in this Agreement, voluntarily or involuntarily, whether by merger, consolidation, dissolution, operation of law, or in any other manner, without prior written consent of PCS and OHA, where applicable. Any such assignment or transfer, if approved, is subject to such conditions and provisions as PCS may deem necessary, including but not limited to Exhibit B, Part 8, Section 13 of the CCO Contract. No approval by PCS of any assignment or transfer of interest shall be deemed to create any obligation of PCS in addition to those set forth in this Agreement. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties, their respective successors and permitted assigns.

18. **Severability.** If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.

19. **Other Vendor Requirements.**

(a) Vendor shall comply with the requirements of 42 CFR 438.6 where it is applicable to this Agreement.

(b) Vendor shall comply with the billing and payment requirements applicable to this Agreement, as outlined in OAR 410-141-0420.

(c) Vendor's information systems must meet requirements of 42 CFR 438.242 that allow PCS to utilize pertinent data for analysis of delivery system capacity, consumer satisfaction, financial solvency, encounter, utilization and quality improvement, and other reporting requirements required under the OHA contract.

(d) Vendor is required to participate in internal or external quality improvement activities as instructed by PCS.

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

(f) If granted access to or use of any OHA computer system or other OHA Information Asset for which OHA imposes security requirements, Vendor shall comply with OAR 943-014-0300 through 943-014-0320, as such rules may be revised from time to time. For purposes of this paragraph, "Information Asset" shall have the meaning set forth in OAR 943-014-0305, as such rule may be revised from time to time.

(g) Vendor shall also comply with all required federal terms and conditions on Attachment 1, attached hereto and incorporated herewith.

Attachment 1

Required Federal Terms and Conditions

Unless exempt under 45 CFR Part 87 for Faith-Based Organizations (Federal Register, July 16, 2004, Volume 69, #136), or other federal provisions, and only to the extent: (i) required by law or explicitly required under the CCO Contract, and (ii) applicable to the functions delegated to Vendor by this Agreement, Vendor shall comply and, as indicated, cause all Subcontractors to comply with the following federal requirements to the extent that they are applicable to this Agreement, to Vendor, or to the work, or to any combination of the foregoing. For purposes of this Agreement, all references to federal and State laws are references to federal and State laws as they may be amended from time to time. For purposes of this Attachment 1, all capitalized terms not defined in this Agreement are as defined in the CCO Contract.

1. **Miscellaneous Federal Provisions.** Vendor shall comply and cause all Subcontractors to comply with all federal laws, regulations and executive orders applicable to this Agreement or to the delivery of work. Without limiting the generality of the foregoing, Vendor expressly agrees to comply and cause all Subcontractors to comply with the following laws, regulations and executive orders to the extent they are applicable to this Agreement: (a) Title VI and VII of the Civil Rights Act of 1964, as amended, (b) 45 CFR Part 84 which implements , Title V, Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, (c) the Americans with Disabilities Act of 1990, as amended, (d) Executive Order 11246, as amended, (e) the Health Insurance Portability and Accountability Act of 1996, as amended, (f) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended, (g) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, (h) all regulations and administrative rules established pursuant to the foregoing laws, (i) all other applicable requirements of federal civil rights and rehabilitation statutes, rules and regulations, and (j) all federal law governing operation of CMHPs, including without limitation, all federal laws requiring reporting of Client abuse. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to this Agreement and required by law to be so incorporated. No federal funds may be used to provide work in violation of 42 USC 14402.

2. **Equal Employment Opportunity.** If this Agreement, including amendments, is for more than \$10,000, then Vendor shall comply and cause all Subcontractors to 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. **Clean Air, Clean Water, EPA Regulations.** If this Agreement, including amendments, exceeds \$100,000 then Vendor shall comply and cause all Subcontractors to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 7606), the Federal Water Pollution Control Act as amended (commonly known as the Clean Water Act) (33 U.S.C. 1251 to 1387), specifically including, but not limited to Section 508 (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (2 CFR Part 1532), which prohibit the use under non-exempt federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to PCS, OHA, DHHS and the appropriate Regional Office of the Environmental Protection Agency. Vendor shall include and cause all Subcontractors to include in all contracts with Subcontractors receiving more than \$100,000, language requiring the Subcontractor to comply with the federal laws identified in this section.

4. **Energy Efficiency.** Vendor shall comply and cause all Subcontractors to comply with applicable mandatory standards and policies relating to energy efficiency that are contained in the Oregon energy conservation plan issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. 6201 et seq. (Pub. L. 94-163).

5. **Truth in Lobbying.** Vendor certifies, to the best of Vendor's knowledge and belief that:

5.1 No federal appropriated funds have been paid or will be paid, by or on behalf of Vendor, to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.

5.2 If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan or cooperative agreement, Vendor shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

5.3 Vendor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients and Subcontractors shall certify and disclose accordingly.

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

6. **HIPAA Compliance.** The parties acknowledge and agree that each of OHA, PCS and Vendor is a "covered entity" and Vendor is a "business associate" of PCS for purposes of privacy and security provisions of the Health Insurance Portability and Accountability Act and the federal regulations implementing the Act (collectively referred to as HIPAA). OHA, PCS and Vendor shall comply with HIPAA to the extent that any work or obligations of OHA or PCS arising under this Agreement are covered by HIPAA. With the assistance of PCS, Vendor shall develop and implement such policies and procedures for maintaining the privacy and security of records and authorizing the use and disclosure of records required to comply with this Agreement and with HIPAA. Vendor shall comply and cause all Subcontractors to comply with HIPAA and the following:

6.1 *Privacy and Security of Individually Identifiable Health Information.* Individually Identifiable Health Information about specific individuals is protected from unauthorized use or disclosure consistent with the requirements of HIPAA. Individually Identifiable Health Information relating to specific individuals may be exchanged between Vendor and OHA or PCS for purposes directly related to the provision of services to Clients which are funded in whole or in part under this Agreement. However, Vendor shall not use or disclose any Individually Identifiable Health Information about specific individuals in a manner that would violate HIPAA Privacy Rules in 45 CFR Parts 160 and 164, OHA Privacy Rules, OAR 407-014-0000 et. seq., or

OHA Notice of Privacy Practices, if done by OHA or PCS. A copy of the most recent OHA Notice of Privacy Practices is posted on the OHA web site at: <https://apps.state.or.us/Forms/Served/DE2090.pdf>, or may be obtained from OHA.

6.2 *HIPAA Information Security.* Vendor shall adopt and employ reasonable administrative and physical safeguards consistent with the Security Rules in 45 CFR Part 164 to ensure that Member Information shall be used by or disclosed only to the extent necessary for the permitted use or disclosure and consistent with applicable State and federal laws and the terms and conditions of this Agreement. Security incidents involving Member Information must be immediately reported to DHS' Privacy Officer.

6.3 *Data Transactions Systems.* Vendor shall comply with the HIPAA standards for electronic transactions published in 45 CFR Part 162 and the DHS EDT Rules, OAR 410-001-0000 through 410-001-0200. In order for Vendor to exchange electronic data transactions with OHA in connection with Claims or encounter data, eligibility or Enrollment information, authorizations or other electronic transaction, Vendor shall execute an EDT Trading Partner Agreement with OHA and shall comply with the OHA EDT Rules.

6.4 *Consultation and Testing.* If Vendor reasonably believes that Vendor's or OHA's data transactions system or other application of HIPAA privacy or security compliance policy may result in a violation of HIPAA requirements, Vendor shall promptly consult the OHA HIPAA officer and the PCS HIPAA officer. Vendor, PCS or OHA may initiate a request for testing of HIPAA transaction requirements, subject to available resources and OHA testing schedule.

7. **Resource Conservation and Recovery.** Vendor shall comply and cause all Subcontractors to comply with all mandatory standards and policies that relate to resource conservation and recovery pursuant to the Resource Conservation and Recovery Act (codified at 42 USC 6901 et. seq.). Section 6002 of that Act (codified at 42 USC 6962) requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by the Environmental Protection Agency. Current guidelines are set forth in 40 CFR Part 247.

8. **Audits.** Vendor shall comply and, if applicable, cause a Subcontractor to comply, with the applicable audit requirements and responsibilities set forth in the Office of Management and Budget Circular A-133 entitled "Audits of States, Local Governments and Non-Profit Organizations."

9. **Debarment and Suspension.** Vendor shall not permit any person or entity to be a Subcontractor if the person or entity is listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal Procurement or Nonprocurement Programs" in accordance with Executive Orders No. 12549 and No. 12689, "Debarment and Suspension". (See 2 CFR Part 180). This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory authority other than Executive Order No. 12549. Subcontractors with awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award.

10. **Drug-Free Workplace.** Vendor shall comply and cause all Subcontractors to comply with the following provisions to maintain a drug-free workplace: (i) Vendor certifies that it will provide a drug-free workplace by publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, except as may be present in lawfully prescribed or over-the-counter medications, is prohibited in Vendor's workplace or while

providing services to Clients. Vendor's notice shall specify the actions that will be taken by Vendor against its employees for violation of such prohibitions; (ii) Establish a drug-free awareness program to inform its employees about: The dangers of drug abuse in the workplace, Vendor's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations; (iii) Provide each employee to be engaged in the performance of services under this Agreement a copy of the statement mentioned in Paragraph (i) above; (iv) Notify each employee in the statement required by Paragraph (i) above, that, as a condition of employment to provide services under this Agreement, the employee will: abide by the terms of the statement, and notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction; (v) Notify OHA and PCS within 10 days after receiving notice under Paragraph (iv) above, from an employee or otherwise receiving actual notice of such conviction; (vi) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted as required by Section 5154 of the Drug-Free Workplace Act of 1988; (vii) Make a good-faith effort to continue a drug-free workplace through implementation of Paragraphs (i) through (vi) above; (viii) Require any Subcontractor to comply with Paragraphs (i) through (vii) above; (ix) Neither Vendor, or any of Vendor's employees, officers, agents or Subcontractors may provide any service required under this Agreement while under the influence of drugs. For purposes of this provision, "under the influence" means: observed abnormal behavior or impairments in mental or physical performance leading a reasonable person to believe Vendor or Vendor's employee, officer, agent or Subcontractor has used a controlled substance, prescription or non-prescription medication that impairs Vendor or Vendor's employee, officer, agent or Subcontractor's performance of essential job function or creates a direct threat to Clients or others. Examples of abnormal behavior include, but are not limited to: hallucinations, paranoia or violent outbursts. Examples of impairments in physical or mental performance include, but are not limited to: slurred speech, difficulty walking or performing job activities; and (x) Violation of any provision of this subsection may result in termination of this Agreement.

11. **Pro-Children Act.** Vendor shall comply and cause all Subcontractors to comply with the Pro-Children Act of 1994 (codified at 20 USC Section 6081 et. seq.).

12. **Additional Medicaid and CHIP.** Vendor shall comply with all applicable federal and State laws and regulations pertaining to the provision of OHP Services under the Medicaid Act, Title XIX, 42 USC Section 1396 et. seq., and CHIP benefits established by Title XXI of the Social Security Act, including without limitation:

12.1 Keep such records as are necessary to fully disclose the extent of the services provided to individuals receiving OHP assistance and shall furnish such information to any State or federal agency responsible for administering the OHP program regarding any payments claimed by such person or institution for providing OHP Services as the State or federal agency may from time to time request. 42 USC Section 1396a(a)(27); 42 CFR 431.107(b)(1) & (2); and 42 CFR 457.950(a)(3).

12.2 Comply with all disclosure requirements of 42 CFR 1002.3(a); 42 CFR 455 Subpart (B); and 42 CFR 457.900(a)(2).

12.3 Certify when submitting any Claim for the provision of OHP Services that the information submitted is true, accurate and complete. Vendor shall acknowledge Vendor's

understanding that payment of the Claim will be from federal and State funds and that any falsification or concealment of a material fact may be prosecuted under federal and State laws.

13. **Agency-based Voter Registration.** If applicable, Vendor shall comply with the Agency-based Voter Registration sections of the National Voter Registration Act of 1993 that require voter registration opportunities be offered where an individual may apply for or receive an application for public assistance.

14. **Clinical Laboratory Improvements.** Vendor shall and shall ensure that any Laboratories used by Vendor shall comply with the Clinical Laboratory Improvement Amendments (CLIA 1988), 42 CFR Part 493 Laboratory Requirements and ORS 438 (Clinical Laboratories, which require that all laboratory testing sites providing services under this Agreement shall 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.

15. **Advance Directives.** Vendor shall comply with 42 CFR Part 422.128 for maintaining written policies and procedures for Advance Directives. This includes compliance with 42 CFR 489, Subpart I “Advance Directives” and OAR 410-120-1380, which establishes, among other requirements the requirements for compliance with Section 4751 of the Omnibus Budget Reconciliation Act of 1991 (OBRA) and ORS 127.649, Patient Self-Determination Act. Vendor shall maintain written policies and procedures concerning Advance Directives with respect to all adult Members receiving medical care by Vendor. Vendor shall provide adult Members with written information on Advance Directive policies and include a description of Oregon law. The written information provided by Vendor must reflect changes in Oregon law as soon as possible, but no later than 90 days after the effective date of any change to Oregon law. Vendor must also provide written information to adult Members with respect to the following:

15.1 Their rights under Oregon law; and

15.2 Vendor’s policies respecting the implementation of those rights, including a statement of any limitation regarding the implementation of Advance Directives as a matter of conscience.

15.3 Vendor must inform Members that complaints concerning noncompliance with the Advance Directive requirements may be filed with OHA.

16. **Practitioner Incentive Plans (PIP).** Vendor may operate a Practitioner Incentive Plan only if no specific payment is made directly or indirectly under the plan to a Provider as inducement to reduce or limit Medically Appropriate Covered Services provided to a Member. Vendor shall comply with all requirements of Exhibit H, Practitioner Incentive Plan Regulation Guidance, to ensure compliance with Sections 4204 (a) and 4731 of the Omnibus Budget Reconciliation Act of 1990 that concern Practitioner Incentive Plans.

17. **Risk HMO.** If Vendor is a Risk HMO and is sanctioned by CMS under 42 CFR 438.730, payments provided for under this Agreement will be denied for Members who enroll after the imposition of the sanction, as set forth under 42 CFR 438.726.

18. **Conflict of Interest Safeguards.**

18.1 Vendor shall not recruit, promise future employment, or hire any DHS or OHA employee (or their relative or member of their household) who has participated personally and substantially in the procurement or administration of this Agreement as a DHS or OHA employee.

18.2 Vendor shall not offer to any DHS or OHA employee (or any relative or member of their household) any gift or gifts with an aggregate value in excess of \$50 during a calendar year or any gift of payment of expenses for entertainment. "Gift" for this purpose has the meaning defined in ORS 244.020(6) and OAR 199-005-0001 to 199-005-0035.

18.3 Vendor shall not retain a former DHS or OHA employee to make any communication with or appearance before OHA on behalf of Vendor in connection with this Agreement if that person participated personally and substantially in the procurement or administration of this Agreement as a DHS or OHA employee.

18.4 If a former DHS or OHA employee authorized or had a significant role in this Agreement, Vendor shall not hire such a person in a position having a direct, beneficial, financial interest in this Agreement during the two year period following that person's termination from DHS or OHA.

18.5 Vendor shall develop appropriate policies and procedures to avoid actual or potential conflict of interest involving Members, DHS or OHA employees, and sub-contractors. These policies and procedures shall include safeguards:

18.5.1 against Vendor's disclosure of applications, bids, proposal information, or source selection information; and

18.5.2 requiring Vendor to:

(a) promptly report any contact with an applicant, bidder or offeror in writing to OHA; and

(b) reject the possibility of possible employment; or disqualify itself from further personal and substantial participation in the procurement if Vendor contacts or is contacted by a person who is an applicant, bidder or offeror in a procurement involving federal funds regarding possible employment for Vendor.

18.6 The provisions of this section on Conflict of Interest are intended to be construed to assure the integrity of the procurement and administration of this Agreement. For purposes of this Section:

18.6.1 "Contract" includes any similar contract between Vendor and PCS or OHA for a previous term.

18.6.2 Vendor shall apply the definitions in the State Public Ethics Law, ORS 244.020, for "actual conflict of interest", "potential conflict of interest", "relative" and "member of household".

18.6.3 "Vendor" for purposes of this section includes all Vendor's affiliates, assignees, subsidiaries, parent companies, successors and transferees, and persons under common control with Vendor; and all others acting or claiming to act on their behalf or in concert with them.

18.6.4 “Participates” means actions of a DHS or OHA employee, through decision, approval, disapproval, recommendation, the rendering of advice, investigation or otherwise in connection with the Contract.

18.6.5 “Personally and substantially” has the meaning set forth in 5 CFR 2635.402(b)(4).

19. **Non-Discrimination.**

19.1 Vendor shall comply with all federal and State laws and regulations including Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972 (regarding education programs and activities) the Age Discrimination Act of 1975, the Rehabilitation Act of 1973, the Americans with Disabilities Act (ADA) of 1990, and all amendments to those acts and all regulations promulgated thereunder. Vendor shall also comply with all applicable requirements of State civil rights and rehabilitation statutes and rules.

19.2 Vendor shall comply with and cause its subcontractors to comply with the integration mandate in 28 CFR 35.130(d), Title II of the Americans with Disabilities Act and its implementing regulations published in the Code of Federal Regulations.

20. **OASIS.** To the extent applicable, Vendor shall comply with, and shall require Subcontractors to comply with, the Outcome and Assessment Information Set (OASIS) reporting requirements and patient notice requirements for skilled services provided by Home Health Agencies, pursuant to CMS requirements published in 64 FR 3764, 64 FR 3748, 64 FR 23846, and 64 FR 32984, and such subsequent regulations as CMS may issue in relation to the OASIS program.

21. **Patient Rights Condition of Participation.** To the extent applicable, Vendor shall comply with, and shall require Subcontractors to comply with, the Patient Rights Condition of Participation (COP) that hospitals must meet to continue participation in the Medicaid program, pursuant to 42 CFR Part 482. For purposes of this Agreement, hospitals include short-term, psychiatric, rehabilitation, long-term, and children’s hospitals.

22. **Federal Grant Requirements.** The federal Medicaid rules establish that OHA is a recipient of federal financial assistance, and therefore is subject to federal grant requirements pursuant to 42 CFR 430.2(b). To the extent applicable to Vendor or to the extent OHA requires Vendor to supply information or comply with procedures to permit OHA to satisfy its obligations federal grant obligations or both, Vendor must comply with the following parts of 45 CFR:

22.1 Part 74, including Appendix A (uniform federal grant administration requirements);

22.2 Part 80 (nondiscrimination under Title VI of the Civil Rights Act);

22.3 Part 84 (nondiscrimination on the basis of handicap);

22.4 Part 91 (nondiscrimination on the basis of age);

22.5 Part 95 (Medicaid and CHIP federal grant administration requirements); and

22.6 Vendor shall not expend, and Vendor shall include a provision in any Subcontract that its Subcontractor shall not expend, any of the funds paid under this Agreement for roads, bridges, stadiums, or any other item or service not covered under the OHP.

Exhibit C

HIPAA Business Associate Addendum

This HIPAA Business Associate Addendum supplements and is made a part of the Agreement ("Agreement") by and between PacificSource Community Solutions, Inc. ("PCS") and Business Associate ("Associate") dated the ____ day of _____ 201__, and is effective as of the date of the Agreement (the "Effective Date").

RECITALS

- A. PCS wishes to disclose certain information ("Information") to Associate pursuant to the terms of the Agreement, some of which may constitute Protected Health Information ("PHI").
- B. PCS and Associate intend to protect the privacy and provide for the security of PHI disclosed to the Associate pursuant to the Agreement in compliance with the Health Insurance Portability and Accountability Act of 1996, as amended ("HIPAA"), and regulations promulgated thereunder ("the HIPAA Regulations"), the American Recovery and Reinvestment Act of 2009, and regulations promulgated thereunder (collectively, "ARRA"), and other applicable laws.
- C. The purpose of this Addendum is to satisfy certain standards and requirements of HIPAA and the HIPAA Regulations, including, but not limited to, Title 45, Section 164.504(e) of the Code of Federal Regulations ("CFR"), as the same may be amended from time to time.

In consideration of the mutual promises below and the exchange of information pursuant to the Agreement, the parties agree as follows:

1. Definitions. Capitalized terms used herein without definition shall have the meanings assigned to such terms in 45 CFR Parts 160 and 164, or in the ARRA.
2. Obligations of Associate.
 - (a) Permitted Uses and Disclosures. Associate may use and/or disclose PHI only as required to satisfy its obligations under the Agreement, as permitted herein, or required by law, but shall not otherwise use or disclose any PHI.
 - (b) Safeguards. Associate shall use commercially reasonable safeguards to prevent use or disclosure of PHI other than as provided for by this Addendum; at a minimum, Associate shall ensure that all electronic PHI is encrypted, including without limitation that all back-up tapes containing electronic PHI are encrypted and shall comply with the Security Rule (45 CFR Part 160 and Subparts A and C of Part 164). Associate shall maintain a comprehensive written information privacy and security program that includes administrative, technical and physical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of electronic PHI that it creates, receives, maintains, or transmits on behalf of PCS, as required by 45 CFR 164.314(a)(2)(i)(A).
 - (c) Reporting of Disclosures. Associate shall report to PCS any use or disclosure of PHI otherwise than as provided for by this Addendum of which Associate becomes aware. Associate shall also report to PCS any Security Incident related to PHI of which Associate becomes aware.
 - (d) Mitigation. Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Associate of a use or disclosure of PHI by Associate in violation of this Addendum.

- (e) Associate's Agents. Associate shall ensure that any agents, including subcontractors, to whom it delegates any function or activity it has undertaken to perform on behalf of PCS, and to whom it provides PHI received from (or created or received by Associate on behalf of) PCS, agree to the same restrictions and conditions that apply to Associate with respect to such PHI.
 - (f) Availability of Information to PCS. Associate shall make available to PCS such information as PCS may require to fulfill the obligations of PCS to provide access to, provide a copy of, and account for disclosures with respect to PHI pursuant to HIPAA and the HIPAA Regulations, including, but not limited to, 45 CFR Section 164.524 and 164.528.
 - (g) Amendment of PHI. Associate shall make PHI available to PCS as PCS may require to fulfill PCS obligations to amend PHI pursuant to HIPAA and the HIPAA Regulations, including, but not limited to, 45 CFR Section 164.526 and Associate shall, as directed by PCS, incorporate any amendments to PHI into copies of such PHI maintained by Associate.
 - (h) Internal Practices. Associate shall make its internal practices, books, and records relating to the use and disclosure of PHI received from (or created or received by Associate on behalf of) PCS available to the Secretary for purposes of determining the compliance of PCS with HIPAA and the HIPAA Regulations.
 - (i) Associate's Insurance. Associate shall obtain appropriate liability insurance relevant to the duties undertaken herein and shall maintain such insurance during the term of this Addendum and any renewal thereof. Policy limits shall be in accordance with industry standards.
 - (j) Notification of Breach. During the term of this Addendum, Associate shall notify PCS within five (5) business days of any suspected act or actual Breach of security, intrusion or unauthorized use or disclosure of PHI and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations. Associate shall take (i) prompt corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations. The notice to PCS regarding a Breach must include: (i) a brief description of the Breach; (ii) the date that the Breach occurred; (iii) the date Associate discovered the Breach; (iv) a description of the different categories of PHI involved in the Breach; (v) the steps taken to date and the status of Associate's investigation; (vi) the steps Associate has taken to mitigate the harm caused by the Breach; and (vii) the steps Associate has taken or will take to prevent a recurrence of the type of Breach experienced.
 - (k) Obligations Imposed by the American Recovery and Reinvestment Act of 2009. Associate agrees to comply with all applicable provisions of the ARRA, and any regulations or guidance promulgated or issued thereunder, as of the effective date of those provisions, including without limitation compliance with the Security Rule and the Breach notice requirements. Until the applicable guidance is released, the parties agree that only a Limited Data Set will be used or disclosed, unless a greater amount of PHI is minimally necessary to achieve the purpose of this Addendum.
3. Audits, Inspections and Enforcement. From time to time upon reasonable notice, or upon reasonable determination by PCS that Associate has breached this Addendum, PCS may inspect the facilities, systems, books and records of Associate to monitor compliance with this Addendum. Associate shall promptly remedy any violation of any term of this Addendum and shall certify the same to PCS in writing. The fact that PCS inspects, or fails to inspect, or has the right to inspect, Associate's facilities, systems and procedures does not relieve the Associate of its responsibility to comply with this Addendum, nor does PCS's (i) failure to detect or (ii) detection but failure to notify Associate or require Associate's remediation of any unsatisfactory practices constitute acceptance of such practice or a waiver of PCS enforcement rights under this Addendum.

4. Termination.

- (a) Material Breach. A breach by Associate of any provision of this Addendum, as determined by PCS, shall constitute a material breach of the Agreement and shall provide grounds for immediate termination of the Agreement by PCS pursuant to termination provisions for breach contained in the Agreement.
 - (b) Reasonable Steps To Cure Breach. If PCS knows of a pattern of activity or practice of Associate that constitutes a material breach or violation of Associate's obligations under the provision of this Addendum or another arrangement and does not terminate the Agreement pursuant to the termination provisions of the Agreement, then Associate shall take reasonable steps to cure such breach or end such violation as applicable. If Associate's efforts to cure such breach or end such violation are unsuccessful, then a material breach exists and shall provide grounds for immediate termination of the Agreement by PCS as provided in Section 4(a).
 - (c) Judicial or Administrative Proceedings. PCS may terminate the Agreement effective immediately if (i) Associate is named as a defendant in a criminal proceeding for a violation of HIPAA or (ii) a finding or stipulation that Associate has violated any standard or requirement of HIPAA or other security or privacy laws is made in any administrative or civil proceeding in which Associate has been joined.
 - (d) Effect of Termination. Upon termination of this Agreement for any reason, Associate shall return or destroy all PHI received from PCS (or created or received by Associate on behalf of PCS) that Associate still maintains in any form and shall retain no copies of such PHI or, if the return or destruction is not feasible, it shall continue to extend the protections of this Addendum to such information.
5. Indemnification. Each party will indemnify, hold harmless and defend the other party to this Addendum from and against any and all claims, losses, liabilities, cost and other expenses incurred as a result of, or arising directly or indirectly out of or in connection with any misrepresentation, breach of warranty or non-fulfillment of any undertaking on the part of the party under this Addendum and any claims, demands, awards, judgments, actions and proceedings made by any person or organization arising out of or in any way connected with the party's performance under this Addendum. In addition, Associate will indemnify PCS for all expenses associated with a Breach, including without limitation the cost of any notice provided to affected individuals or the media, the cost of services offered to affected individuals, attorneys' fees, consultants' fees, and the cost of responding to an audit triggered in whole or in part by a Breach.
6. Disclaimer. PCS makes no warranty or representation that compliance by Associate with this Addendum, HIPAA, the HIPAA Regulations, or ARRA will be adequate or satisfactory for Associate's own purposes or that any information in Associate's possession or control or transmitted or received by Associate, is or will be secure from unauthorized use or disclosure. Associate is solely responsible for all decisions made by Associate regarding the safeguarding of PHI.
7. Amendment To Comply With Law. The parties acknowledge that state and federal laws relating to Electronic Data Security and privacy may be evolving and that the amendment of this Addendum may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HIPAA Regulations, ARRA, and other applicable laws relating to the security and confidentiality of PHI. The parties understand and agree that PCS must receive satisfactory written assurance from Associate that Associate will adequately safeguard all PHI that it receives or creates pursuant to this Addendum. Upon PCS's request, Associate agrees to promptly enter into negotiations with PCS concerning the terms of an amendment to this Addendum embodying written assurances consistent with the standards and requirements of HIPAA, the HIPAA Regulations, ARRA, or other applicable laws. PCS may terminate the Agreement upon 30 days written

notice in the event (i) Associate does not promptly enter into negotiations to amend this Addendum when requested by PCS pursuant to this section or (ii) Associate does not enter into an Amendment to this Addendum providing assurances regarding this safeguarding of PHI that PCS, in its sole discretion, deems sufficient to satisfy the standards and requirements of HIPAA, the HIPAA Regulations, and ARRA.

8. Assistance in Litigation or Administrative Proceedings. Associate shall make itself and any subcontractors, employees or agents assisting Associate in the performance of its obligations under this Addendum, available to PCS, at no cost to PCS, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against PCS, its directors, officers or employees based upon claimed violation of HIPAA, the HIPAA Regulations or other laws relating to security and privacy, except where Associate or its subcontractors, employee or agent is a named adverse party.
9. No Third Party Beneficiaries. Nothing expressed or implied in this Addendum is intended to confer, nor shall anything herein confer, upon any person other than PCS, Associate and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.
10. Survival. The respective rights and obligations of Associate under section 4(d) shall survive termination for so long as Associate maintains PHI.
11. Effect On Agreement. Except as specifically required to implement the purposes of this Addendum, or to the extent inconsistent with this Addendum, all other terms of the Agreement shall remain in force and effect.
12. Interpretation. This Addendum and the Agreement shall be interpreted as broadly as necessary to implement and comply with HIPAA, HIPAA Regulations, ARRA, and applicable state laws. The parties agree that any ambiguity in this Addendum shall be resolved in favor of a meaning that complies and is consistent with HIPAA, the HIPAA Regulations, and ARRA.

IN WITNESS WHEREOF, the parties hereto have duly executed this Addendum as of the Effective Date.

PacificSource Community Solutions, Inc.

Associate

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Exhibit D
Approved Project Proposal



Columbia Gorge Health Council Transformation Funds Proposal

Proposer: YOUTHTHINK / Wasco County

CGHC Board Member(s): Ellen Larsen

Project Name: Transforming Health through Emotional Literacy

Project Goal: Raise awareness of the importance of emotional literacy by utilizing the research based “Pocket Full of Feelings” 1) as an innovative, easy to implement tool tailored to increase emotional literacy in children 2) as a process for engaging multiple sectors in important prevention conversations related to emotional literacy and its link to health outcomes and health disparities.

Project Lead: Debby Jones, YOUTHTHINK Prevention Specialist

Brief Description of project: The project will consist of introducing the concept and importance of emotional literacy to a variety of individuals and organizations. A networking strategy will be created that establishes a new way of looking at wellness by incorporating physical and behavioral health at the earliest of ages (0-7) in order to create lasting behavior change and an increase in long term wellness.

Project Timeframe: March 1, 2014 – June 30, 2015

Audience: Children, ages 2 -7 and those individuals who impact them the most

Funding Model

Community Resources contribution – itemize the people, monies and any other physical resources that are committed to the project		Transformation Funds Request – itemize the dollar amount and purpose for the transformation funds	
Purpose	Dollar Amount	Purpose	Dollar Amount
Staff 28% of the Youththink Prevention Specialist will be allocated to this project (includes benefits) 14% of the Hood River Prevention Specialist will be allocated to this project (includes benefits) Total Staff	\$ 16,800 \$ 7,000 \$ 23,800	Staff The Youththink Prevention specialist has been trained in all aspects of the PFF process and will allocate 40% of their time which will include PFF Parent Boot Camp trainings. 12% will be covered by the grant funding and 28% in-kind (includes benefits). The Hood River Prevention Specialist will be trained and will allocate 20% of their time to the project. 6% will covered by the grant funding and 14% in-kind (includes benefits) Total Staff	\$ 6,500 \$ 3,000 \$ 9,500
Operating Supplies Youththink and Wasco County will contribute office space, phone, computers and other office supplies necessary for the project. Total Estimated Supplies	 \$ 10,000	Supplies In order to provide adequate incorporation of the PFF process, program materials will be purchased for Hood River County. 75 PFF kits @ \$60 per kit (includes shipping) Printing and copying supplies will be required Total Supplies	\$ 4,500 \$ 750 \$ 5,250
Other Support In June of 2013, Youththink began its work with PFF. During that time over 180 individuals representing the following organizations were trained and will be utilized to help organizations in Hood River County move forward:		Evaluation Evaluation is a key component to this project. Dr. Becca Sanders, a Program Evaluator, with several years of experience in academic, private, and public sector program evaluation settings has been selected as the Evaluation Consultant. Sanders will provide 90 hrs of contracted services and will responsible for overseeing all evaluation protocols and	\$ 5,250

<ul style="list-style-type: none"> • Next Door, Inc. • Head Start • Local churches • Dufur School • Colonel Wright School • Columbia Gorge Child Care Partners • Mid Columbia Center for Living • Wasco County Youth Services (Juvenile Dept) • OCDC • Early Intervention • North Central Public Health Dept. • Great and Small Child Development Center-MCMC 	Currently unable to calculate this in-kind benefit	outcome measures.	
		Total Evaluation	\$ 5,250
Contract Services Youththink partnered with the Mid Columbia Center for Living on successful Mental Health Prevention and Promotion grant. Dollars from this grant will be shared to pick up a portion of the PFF training for Hood River County	\$ 5,000		
Total Contract Services	\$ 5,000		
Estimated In-Kind Resources	Minimum of \$ 38,800	Total Transformation Funding	\$ 20,000

Which Transformation Category and Value Dials are impacted?

☒ High-Performing Healthcare System

☐ Cost

☐ Near & Intermediate Health outcomes

☐ Incentive Measures

☐ Member Experience

☐ Efficiency & Effectiveness

☐ Working Across Social and Organizational Cultures

☐ Cost

☐ Member Experience

☐ Member Activation

☐ Equity

☐ Engaged Members

☐ Member Activation

☐ Health Promotion

☐ Community Well-being

☐ Determinants of Health

☐ Health Promotion

☐ Long-term Health Outcomes

☐ Information Solutions

☐ Efficiency & Effectiveness

☐ Cost

☐ Member Experience

What are the important achievements of the project? In the summer of 2013, YouthThink was selected by GEN-EQ (a new company focusing on helping children and families) to be the pilot community for its premier product, "Pocket Full of Feelings" (PFF). PFF is research based and once implemented has the potential to increase an individual's emotional literacy which over time improves ones emotional-social intelligence. The initial groups of Wasco County trainees, who have used Pocket Full of Feelings, are impressed with the health promotion and behavioral changes that has occurred in children ages 2 to 7. Other organizations and agencies, especially in Hood River, hearing of successful results, have asked for expansion of this resource and tools. Why the emphasis on emotional literacy?

Emotional literacy is the ability to recognize, understand and appropriately express our emotions. Emotional literacy is a preventive tool, which when properly understood, can contribute positively to ones overall physical and behavioral health. The ability to label emotions is a developmental skill that is not present at birth. It must be learned. Research has proven that emotional literacy can be implemented rapidly, safely, and with lasting effect.

We believe that our project is specifically appropriate for Transformation Funds because:

- The PFF process incorporates the Institute of Medicine's Health Promotion strategies and has been designed to create environments and conditions that support behavioral health and the ability of individuals to withstand challenges. The PFF process reinforces the entire continuum of behavioral health services.
- Studies investigating the associations between emotional literacy, stress and health have documented reliable, significant associations between higher trait emotional literacy, lower subjective distress and better self-assessed physical health. Emotional literacy is expected to moderate the process of getting ill, staying healthy and recovering

from disease through its association with adaptive emotional regulation and coping. (Assessing Emotional Intelligence: Theory, Research & Applications: (Stough et al. 2009)

- Emotional literacy is a preventive tool in that under stress an individual is subject to feelings of agitation and strain which are accompanied by the activation of the brain producing the stress hormones, adrenaline and cortisol. Brief exposure to these chemicals can be beneficial but continued overproduction of these stress hormones can over time cause pathological alterations in autonomic, endocrine and immune functions.

What will be different as a result of receiving Transformation funds? The significance of the resource, “Pocketful of Feelings”, is becoming evident. Organizations like Great and Small Childhood Development Center, MCMC, have implemented it throughout their center with very positive outcomes. Receiving the Transformation funds will enable PFF implementation to extend throughout Wasco and Hood River counties in the form of hands on training for a variety of individuals and organizations including: health care professionals, parents, educators, child care service providers. The PFF tool kit has been developed so that every education level can utilize it with positive results with only a minimal amount of training.

Putting an emphasis on emotional literacy allows the development for a unique networking opportunity with health providers. PFF project staff will be the bridge to raising awareness for the need of emotional literacy and increasing the potential for more medical providers to participate in the CCO incentive measures, which include developmental and well care screenings for children. Health providers will have a better awareness and understanding of the social/emotional needs of children by parents.

Our region will have a common screening tool and measurement strategy for emotional skills that can be used by a variety of providers. Providers will have a new referral source through the PFF Parenting Boot Camp trainings which will be provided every other month. Parents will have a new skill set that will promote self-efficacy within their own family unit. Youth that don’t qualify for Head Start services, yet cannot afford preschool opportunities are in a gap where there may be limited opportunities to receive emotional literacy training. This project will provide our region the opportunity to better address that gap.

How will this project lead to better health, better care and better value for our community? Transformation funds will facilitate training with specific techniques and tools for teaching children and their parents/care providers how to positively deal with and express the way that they feel, thus promoting overall wellness. PFF provides the opportunity for health promotion to occur at the earliest levels, (toddlers and their parents/care providers) in an effort to educate and begin skill building for children prior to the onset of a disorder, these interventions are intended to prevent or reduce the risk of developing behavioral and physical health problems. Once in place, the training and resources can continue without further funding as the two county Prevention Specialists will be trained to take on the administrative roles as part of their state prevention implementation plans.

Though funding for this project is limited as is the time frame, Youththink believes that by raising awareness of the importance of emotional literacy we will be setting the foundation for transformational healthcare and overall wellness. We see the opportunity to not only immediately increase the social and emotional intelligence of our children but also realize the potential in the future to decrease key health and community concerns such as:

- Decrease in underage drinking rates because our youth will be equipped with stronger emotional self-regulation which in time will lead to a decrease in adult heavy drinking and the correlating health consequences that coincide with heavy alcohol use.
- Decrease in youth who smoke because they will learn more positive ways to deal with stress and anxiety which in time will lead to the decrease in the number of individuals who suffer from smoking related health issues such as heart and lung disease.
- Decrease in depression, anxiety and suicide rates as our children learn through emotional literacy how to better cope with their emotions.
- As community members increase their awareness and knowledge around emotional literacy the potential for individuals and organizations to work more effectively with each other will allow our region to be more informed and more in touch with the behavioral health needs of our population and the skill set and tools which will help us proactively reach our goals of better health, better care and overall savings for our region.

Outcomes

Audience	Short Term (< 2 year)	Intermediate (2-5 years)	Long Term (5+ years)
Members or Community	Articulate target population for receipt of intervention	Increase proportion of population receiving intervention in the community.	Maintain social emotional gains over time
	Selection of brief screening tool and longitudinal measurement strategy		Continue capacity building among parents to deliver innovative intervention, PFF.
		Increased behavioral	

Providers	Begin to build a better system for assuring emotional literacy through establishment of forums for receipt of PFF	functioning of children in social emotional realms: Improved self-regulation, Improved rule compliance, Improved communication, Improved adaptive functioning, Improved autonomy, Improved affect, Improved interaction with people	
	Increase awareness and understanding of social/ emotional needs of children by parents Capacity building among parents to be able to deliver innovative intervention (PFF) in community based settings.	Maintain social-emotional gains over time. Continue capacity building among parents to deliver innovative intervention, PFF.	
Agencies	Increase integration with medical community pertaining to social/emotional needs of patients (children).	Selection of sustainable screening tool and longitudinal measurement strategy for use in clinical practice by medical workforce as part of growth of integrated healthcare system. Pilot with small subset of providers/champions and children TBD.	Trained medical workforce on use of behavioral health screeners. Subsequent seamless service linkage process in place to innovative interventions that are in place in community (e.g. PFF).
	Increase awareness and understanding of how to address socio/emotional needs of children by school personnel. Increase multi-sector linkages of children/families to PFF innovative intervention.	Community experts trained in and higher rate of delivery to ECE population of innovative interventions that are targeted at improving social/ emotional deficits. Continued linkage of children and families to innovative interventions by ECE sector.	Community experts and parents trained and higher rate of delivery to ECE population of innovative interventions that are targeted at improving social/ emotional deficits Continued linkage of children and families to innovative interventions by ECE sector

Measures/Evaluation of Project

Note: This is a *formative* evaluation plan, as this project lays the groundwork for eventual functional outcome measurement of youth and families in the realm of social/ emotional development

For each Outcome	Success is measured as	How will it be measured and what frequency	Who gathers the data	Who reviews the results and at what frequency
Articulate target population for receipt of intervention	Completion	Documentation Once	YouthThink	Stakeholder Workgroup; Progress Review in accordance with target date for completion (6 mos into grant implementation)
Selection of brief screening tool and longitudinal measurement strategy	Completion	Documentation Once	YouthThink	Stakeholder Workgroup; Progress Review in accordance with target date for completion (12 months into grant implementation)
Begin to build a better system for assuring	5-10 PFF Boot Camp Trainings established	Implementation record keeping (forum counts)	YouthThink	Stakeholder Workgroup; Progress Review/Check in at 6, 12, and 18 months into

emotional literacy through establishment of forums for receipt of PFF		Ongoing, in accordance with PFF delivery		funding
Increase awareness and understanding of social/ emotional needs of children by parents.	Parental completion of PFF Boot Camp by 20-30 parents Parental self-report of learning about socio/ emotional needs of children.	Implementation record keeping (completion counts) in conjunction with subsequent qualitative feedback about training upon curriculum completion Ongoing in accordance with PFF delivery	YouthThink	Stakeholder Workgroup; Progress Review/Check in at 6, 12, and 18 months into funding
Capacity building among parents to be able to deliver innovative intervention (PFF) in community based settings.	Core group of 5-10 parents trained to deliver PFF Boot Camp to other parents at community based forums	Implementation record keeping (number of parents trained) in conjunction with subsequent qualitative feedback about training upon curriculum completion Ongoing in accordance with PFF delivery	YouthThink	Stakeholder Workgroup; Progress Review/Check in at 6, 12, and 18 months into funding
Increase integration with medical community pertaining to social/emotional needs of patients (children).	Engagement of 2-5 physicians in cross disciplinary, collaborative discussions pertaining to social/ emotional literacy (i.e. plant the seed in the medical community)	Qualitative monitoring level of buy in of Medical community in adopting screening for social/ emotional needs as part of well visit standard practice.	Stakeholder Workgroup, help from CCO Innovator	Stakeholder Workgroup; Progress Review/Check in at 6, 12, and 18 months into funding
Increase awareness and understanding of how to address socio/emotional needs of children by school personnel.	Increase in outreach requests for PFF training by school personnel. Growth in engagement of educational community in use of PFF	Implementation record keeping (outreach requests) Qualitative monitoring level of engagement of educational community in adopting PFF internally as part of curriculum	Stakeholder Workgroup, help from CCO Innovator	Stakeholder Workgroup; Progress Review/Check in at 6, 12, and 18 months into funding
Increase proportion of population receiving intervention in the community.	60-80 children complete intervention	Implementation record keeping (number of completers) Ongoing in accordance with PFF delivery	Youththink	Stakeholder Workgroup; Progress Review/Check in at 6, 12, and 18 months into funding
Increased behavioral functioning (see domains below) of children in social emotional realms	Pilot longitudinal functional outcome measurement on subset of 10 high fidelity PFF intervention receivers	PEDS TOOL or ASQ-SE parental completion Intake and follow up tpt 4-5 months after intervention Begin 9-12 mos into funding	Youththink	Stakeholder Workgroup; Progress Review/Check in 15, and 18 months into funding

Behavioral Area

Self-regulation

Compliance

Communication

Adaptive

Autonomy

Affect

Interactions with people

Definitions

Ability/willingness to calm, settle or adjust to physiological or environmental conditions

Ability/willingness to conform to the direction of others and follow rules

Verbal/nonverbal signals that indicate feelings, affect, internal states

Ability/success in coping with physiological needs

Ability/willingness to establish independence

Ability/willingness to demonstrate feelings and empathy for others

Ability/willingness to respond to or initiate social responses with caregivers, adults, and peers.

Proposal Review History

Proposal reviewed at the Community Advisory Council (CAC) meeting Jan 27, 2014. Original submission was for \$25,000 in total. CAC approved \$20,000 of Transformation Funds.

Agenda Item
Public Health Request

- [Staff Memo](#)
- [Public Health Letter to the Board](#)
- [ORS – Public Health Funding](#)



WASCO COUNTY

FINANCE OFFICE

Suite 207
511 Washington Street
The Dalles, OR 97058
(541) 506-2770
Fax (541) 506-2771

Monica Morris
Finance Manager/Budget Officer

TREASURER
(541) 506-2772

**HUMAN RESOURCES/
PAYROLL**
(541) 506-2775

ACCOUNTS PAYABLE
(541) 506-2777

April 28, 2014

On Friday, April 25th, Steve Kramer and I met with Teri and Kathi to discuss the request of NCPHD that Wasco County increase the contribution for the current fiscal year by \$12,000 from contingency. This meeting was a request of the Commissioners.

The request came forward because Teri felt it was prudent that she ask for the additional funds that Wasco County's budget committee advised she ask for in the event the funds are needed to operate. NCPHD board agreed to the request at Teri's recommendation, thus bringing it to the WC Commission.

We had a quality discussion about program revenue vs program service level. NCPHD is currently offering programs at a greater service level that the program funding allows. This business model is not sustainable. Teri is fully aware of this and chooses to not reduce service level at this time. There may be some legislature assistance in the works', however that is not anticipated in the next year. The reduction of revenue was anticipated at some level, however (in my opinion) the amount of reduction is greater than NCPHD anticipated.

NCPHD's current cash flow will sustain the current service level this fiscal year with the reduced program revenue. This business decision is reducing the beginning balance amount for the next budget cycle. The additional funds requested will not make an impact this fiscal year on cash flow, operating decisions or service level. The impact is a direct increase to the amount recognized in the unappropriated category in 2014/15 budget. Kathi concurred that is the purpose of the request, to increase the amount of unappropriated to cover operating expenses in the event revenue is not received.

I concur with NCPHD in that the cash balance is low given the amount of monthly expenses and should be watched carefully. I suggest that each partner be flexible in the schedule of payments to NCPHD to help alleviate some cash flow concerns and cash management be a daily intention. It is my recommendation that Wasco County does not tap into the contingency category for a greater payment to NCPHD as there is not a defined need that meets the contingency definition at this time.



Public Health
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NORTH CENTRAL PUBLIC HEALTH DISTRICT

"Caring For Our Communities"

419 East Seventh Street, The Dalles, OR 97058

Telephone: 541-506-2600 Fax: 541-506-2601

Website: www.wshd.org

April 29, 2014

Commissioner Scott Hege, Chair
Commissioner Rod Runyon
Commissioner Steve Kramer

Commissioners,

On April 16, 2014, I presented a request to Wasco County Board of Commissioners that they fund through contingency the \$12,500 they chose not to provide as requested through the 2013-2014 budget process. As you recall, each of the three partner Counties in NCPHD were asked to increase their contribution to maintain current service level to the public. While Sherman and Gilliam Counties complied with the request and increased their contribution, Wasco County declined through the budget committee process, but directed NCPHD to return later in the year if the funding was needed for service provision. On April 16, you asked that NCPHD staff work with Wasco County staff to better understand the issues. Both myself and Kathi Hall, NCPHD Business Manager, met with Monica Morris and Commissioner Kramer on April 25, 2014 to answer their questions.

Ms. Morris forwarded a document to me dated April 28, 2014 in which she concurs that NCPHD will likely have issues of cash flow by the end of the fiscal year without this additional funding. I believe there are additional issues that should be considered.

First, with the decreasing revenue through the year, NCPHD in consultation with the Board of Health which includes representation from each of the three partner Counties, has decreased expenses accordingly. At this time, we have not had to reduce hours available to the public.

Second, public health funding is a shared responsibility model, as represented by the attached Oregon Revised Statutes. There is no expectation that funding received through the Oregon Health Authority is adequate to protect the health of the public. NCPHD provides services at a level that is minimally sufficient and does not exceed the need of the communities. To reduce services lower than currently available will represent a change in service level that has been maintained for the last 10 plus years.

Third, in the facilitated agreement among Wasco, Sherman and Gilliam Counties, there was agreement that if there was public health work in a County that exceeded the norm, that County would be responsible for the funding of that activity. In the years 2003-20013, Communicable Disease outbreaks in Wasco County have occurred at three times the state average per 100K residents. This rate is true for both nursing home and non-nursing home outbreaks. State support for communicable disease outbreaks for the three County District is \$32, 273.00. All of the outbreaks NCPHD has managed in the last fiscal year have occurred in Wasco County. The management of these outbreaks is a full time position for a registered nurse. The funding received from the State does not cover the work.

I appreciate your consideration.
On behalf of the NCPHD Board of Health,
Teri Thalhofer, RN, BSN, Director

431.375 Policy on local public health services; local public health authority; contracts for provision of maternal and child public health services by tribal governing council. (1) The Legislative Assembly of the State of Oregon finds that each citizen of this state is entitled to basic public health services which promote and preserve the health of the people of Oregon. To provide for basic public health services the state, in partnership with county governments, shall maintain and improve public health services through county or district administered public health programs.

(2) County governments or health districts established under ORS 431.414 are the local public health authority responsible for management of local public health services unless the county contracts with private persons or an agency to act as the local public health authority or the county relinquishes authority to the state. If authority is relinquished, the state may then contract with private persons or an agency or perform the services.

431.380 Distribution of funds for local purposes. (1) From funds available to the Oregon Health Authority for local public health purposes, regardless of the source, the authority shall provide payments to the local public health authority on a per capita or other equitable formula basis to be used for public health services. Funding formulas shall be determined by the authority with the concurrence of the Conference of Local Health Officials.

(2) With respect to counties that have established joint public health services with another county, either by agreement or the formation of a district board of health, distribution of funds made available under the provisions of this section shall be prorated to such counties as provided by agreement or under ORS 431.510. [1983 c.398 §2; 2009 c.595 §560]

431.416 Local public health authority or health district; duties. The local public health authority or health district shall:

(1) Administer and enforce the rules of the local public health authority or the health district and public health laws and rules of the Oregon Health Authority.

(2) Assure activities necessary for the preservation of health or prevention of disease in the area under its jurisdiction as provided in the local plan of the authority or district are performed. These activities shall include but not be limited to:

- (a) Epidemiology and control of preventable diseases and disorders;
- (b) Parent and child health services, including family planning clinics as described in ORS 435.205;
- (c) Collection and reporting of health statistics;
- (d) Health information and referral services; and
- (e) Environmental health services. [1961 c.610 §8; 1973 c.829 §23; 1977 c.582 §28; 1983 c.398 §4; 2001 c.900 §150; 2009 c.595 §563; 2013 c.640 §9]

431.510 Quarters and funds for local health boards. (1) The governing body of the county shall provide adequate quarters and facilities for the office and health work of the county board of health and shall appropriate sufficient funds for the administration of the board and the operation of the health department.

(2) Where a district board is established under ORS 431.414, the governing body of each participating county shall appropriate annually a sum which shall be specifically designated for

the operation of the board of health and the district department of health. [Amended by 1961 c.610 §13; 1973 c.829 §31]

Agenda Item
Marijuana Dispensary Ordinance

- [Memo – Wasco County Administrative Officer](#)
- [Memo – Wasco County Sheriff](#)
- [Update Memo](#)
- [Ordinance #14-001](#)

Request for Consideration

To: Wasco County Commission
From: Tyler Stone
Date: 4/29/2014
Re: Medical Marijuana Dispensaries

Background

The provisions of the 2013 and 2014 laws on medical marijuana facilities and local siting review regulation have not been fully coordinated. The 2013 Oregon Legislature enacted House Bill 3460 which creates a medical marijuana dispensary registration system and provides the medical marijuana facilities may be located in areas zoned for commercial, industrial, mixed use or agricultural area.

Senate Bill 1531 was introduced in 2014 to allow cities and counties to regulate or restrict or prohibit the registration of medical marijuana facilities allowed under ORS 475.314. That bill was met with opposition. By the end of the 2014 Legislative Session, a compromise was reached allowing cities and counties to enact a moratorium on the operation of registered medical marijuana facilities until May 1, 2015 so long as the moratorium is enacted no later than May 1, 2014. Additional rule making activities that are bound to follow will further complicate the efforts to draft a local ordinance or Land Use and Development Ordinance (LUDO) amendments.

Regulations & Review

The Oregon Medical Marijuana Act ORS 475.300 was amended last year to require the Oregon Health Authority (OHA) to adopt regulations to allow for the registration of medical marijuana facilities, which are also known as dispensaries. OHA has established rules and regulations for things such as background checks, certain security measures for these types of facilities, and facility location among others (e.g., there are restrictions about not being within 1,000 feet of a school, or near other dispensaries or other grow sites). Aside from that, there really are no other regulations.

In Wasco County, there are currently no explicit regulations for dispensaries. If the County were to get an application by a registered dispensary to site in Wasco

County, we have nothing other than our normal building codes and zoning land use laws to guide our actions. Although such uses are not specifically listed in the County's LUDO they would be considered a "clinic" or "pharmacy" and processed through a home occupation permit. Although a land use application would be subject to rigorous scrutiny and LUDO provisions an approval is hypothetically possible.

Moratorium

The Oregon Legislature adopted SB1531 that allows local governments to take one of two actions: 1. Enact a moratorium on medical marijuana facilities for one year giving local governments the time they need to consider adopting local rules and to deal with new rules that may be imposed by other agencies. 2. Adopt regulations for medical marijuana dispensaries. In order to slow the process down and give the County some time to consider an ordinance which imposes reasonable limitations, the County will need to adopt a moratorium by Ordinance. Any moratorium must be adopted prior to May 1, 2012 and will last until May 1, 2015. In order to meet the required timelines the ordinance adopting the moratorium will need to include an emergency clause.

Recommendation

In light of the lack of specific regulatory guidance, staff would recommend the Board consider adopting regulations to address these types of facilities. A moratorium is necessary to provide time to explore additional options related to the regulation, siting, and/or prohibition of medical marijuana facilities within the County.

Note, because SB1531C allows a local jurisdiction to enact a moratorium outright, such a moratorium is not a land use decision. Additionally, the above section of SB 1531 does not require any findings of compliance with any state or local land use regulation in order to enact the moratorium. Therefore, the adoption of this ordinance fits the definition in ORS 197.015(10)(b) of what is not a land use decision.

Budget Implications:

No direct budget implications at this time. Staff time will be required to develop and adopt future rules.

Board Alternatives:

1. Do nothing. This option leaves all authority for regulating medical marijuana dispensaries with the State through the Oregon Health Authority.
2. Create regulations for medical marijuana dispensaries. Consistent with Senate Bill 1531.

3. Modify the County LUDO to address regulation of medical marijuana facilities.
4. **Staff Recommendation: Adopt Ordinance #14-001 enacting a moratorium for one year to allow the County time to explore options for regulations under SB 1531 and/or to modify the County LUDO. This would prevent the current establishment of dispensaries in the County until such time as state and federal regulations are determined to clearly allow such uses.**



WASCO COUNTY

SHERIFF

511 Washington Street
The Dalles, Oregon 97058
Phone (541) 506-2580
Fax (541) 506-2581



Date: 04/21/2014

To: Commissioner Scott Hege
Commissioner Rod Runyon
Commissioner Steve Kramer

I would like to weigh in on this important topic of Marijuana Dispensaries. I have been in law enforcement for 27 years and have worked narcotics enforcement for almost 6 of those years. I have seen the devastation that drugs and alcohol play in the community and the effects on the lives of friends and relatives.

We have all known someone that has been affected by prescription drugs, illegal drugs, or alcohol. I ask the question, where do we draw the line? We have allowed medical marijuana in our state, which is a real disaster when it comes to enforcing or monitoring the drug. The current law allows people who have a medical marijuana card or are a provider to possess and grow marijuana. We do not need to be selling marijuana for the sake of revenue for the state. If we have learned anything from the past it is a vice we do not need to encourage for the sake of revenue, A huge expense comes with that vice.

The Oregon State Sheriff Association stands fast against any legalization of marijuana. We, as sheriffs, have an obligation to the citizens of each county for safety and security. If we continue this path we are on, we are telling the residents and their children we are more concerned about the revenue we will generate than the quality of life and the safety of our community and children. We have watched and heard the stories that have occurred in Colorado and Washington. They believed they had the answers when the voters passed laws to allow legalized marijuana. They are struggling and it tells me we should proceed with caution if we go down this road. This is not an emergency and the legislators have recognized this.

I believe that having a moratorium for one year was put in place by the legislators for several reasons. It was to allow communities to prepare themselves in the event a vote to legalize marijuana passes in November. It allows cities and counties to look into this in a

methodical manner, and lastly will allow the legislators more time during a regular session rather than during the short session which just concluded.

I would support the moratorium on marijuana dispensaries in Wasco County.

Sincerely,

Sheriff Rick Eeislund
Wasco County Sheriff

MEMORANDUM

TO: BOARD OF COUNTY COMMISSIONERS
FROM: KATHY WHITE
SUBJECT: MEDICAL MARIJUANA FACILITIES MORATORIUM ORDINANCE
DATE: 4/25/2014

UPDATE INFORMATION

The Ordinance included in the 4.16.2014 Board Packet included foot notes which I have discovered were not intended to be part of the Ordinance but rather annotations for the memo which included the Ordinance template. Therefore, I have removed the annotations from the Ordinance which otherwise remains intact from the Ordinance presented at the 4.16.2014 session with the exception of the date which has been revised to 4.29.2014.

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

IN THE MATTER OF AN ORDINANCE)
DECLARING A MORATORIUM ON) ORDINANCE
MEDICAL MARIJUANA FACILITIES) #14-001
IN WASCO COUNTY, AND DECLARING)
AN EMERGENCY)

WHEREAS, the Oregon Legislature enacted House Bill 3460 (2013) which requires the Oregon Health Authority to develop and implement a process to register medical marijuana facilities; and

WHEREAS, House Bill 3460 (2013) directed that persons who operate or are employed by a registered medical marijuana facility would enjoy immunity from state prosecution; and

WHEREAS, the issue of whether a local government believes a certain type of business should operate within its jurisdictional limits is a local government decision, the enforcement of which is subject to the general and police powers of that jurisdiction; and

WHEREAS, the Oregon Legislature enacted Senate Bill 1531 (2014) which removes immunity from state prosecution for a person who is responsible for or employed by a registered medical marijuana facility located in an area subject to the jurisdiction of a city or county that enacts a moratorium prohibiting the operation of a medical marijuana facility; and

WHEREAS, the Board of Commissioners of Wasco County believes it is in the best interests of the health, safety and welfare of the citizens of Wasco County to enact² such a moratorium prohibiting the operation of medical marijuana facilities within the jurisdictional boundaries of Wasco County; and

NOW THEREFORE, BASED ON THE FOREGOING, WASCO
COUNTY ORDAINS AS FOLLOWS:

MORATORIUM DECLARED. Wasco County hereby prohibits the operation of any medical marijuana facility in any area subject to the jurisdiction of Wasco County. As used in this section, “medical marijuana facility” includes any facility that dispenses marijuana pursuant to ORS 475.314 or any other provision of Oregon law.

DURATION OF MORATORIUM. The moratorium imposed by this ordinance shall be effective until May 1, 2015, unless rescinded sooner.

ENFORCEMENT. The Wasco County Sheriff is charged with enforcement of the moratorium.

REMEDIES NOT EXCLUSIVE. The remedies available under Senate Bill 1531 (2014) for a violation of the moratorium imposed by this ordinance are not exclusive of any other remedies available under any applicable federal, state or local law. It is within the discretion of Wasco County to seek cumulative remedies for a violation of the moratorium imposed by this ordinance.

SEVERABILITY. If any provision of this Ordinance or its application to any person or circumstance is held invalid, the invalidity does not affect other provisions or applications of this Ordinance that can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are severable.

EMERGENCY. This Ordinance being necessary for the immediate preservation of the public peace, health and safety, an emergency is declared to exist, and this Ordinance takes effect on its passage.

PASSED AND ADOPTED THIS 29TH DAY OF APRIL, 2014.

ATTEST:

WASCO COUNTY
BOARD OF COMMISSIONERS

Kathy White
Executive Assistant
Wasco County Board of Commissioners

Scott C. Hege, Chair

Rod L. Runyon, County Commissioner

APPROVED AS TO FORM:

Eric J. Nisley
Wasco County District Attorney

Steve D. Kramer, County Commissioner