

# MORROW COUNTY BOARD OF COMMISSIONERS MEETING AGENDA

Wednesday, May 13, 2020 at 9:00 a.m.

Bartholomew Building Upper Conference Room

110 N. Court St., Heppner, Oregon

**See Electronic Meeting Information on Page 2**

1. **Call to Order and Pledge of Allegiance - 9:00 a.m.**
2. **City/Citizen Comments:** Individuals may address the Board on topics not on the agenda
3. **Open Agenda:** The Board may introduce subjects not on the agenda
4. **Consent Calendar**
  - a. Accounts Payable & Visas, May 14<sup>th</sup>; Two Retirement Taxes, May 6<sup>th</sup>, \$1,307.37 & \$22,564.59
  - b. Amended request from the Sheriff's Office to purchase a new dispatch recording system
  - c. Ninth Amendment to Oregon Health Authority Intergovernmental Agreement #159824 for the Financing of Public Health Services
  - d. Eastern Oregon Coordinated Care Organization, Community Benefit Initiative Reinvestment Program Agreement
5. **Business Items**
  - a. Morrow County Government Command Center Update
  - b. Governor Kate Brown's Press Release
  - c. Ratification of the Reopening Plan Update
  - d. Updates for Code Enforcement Draft Amendments, RV Campgrounds and Rural Residential 10-Acre Zone (Gregg Zody, Community Development Director)
  - e. Follow-Up on the Umatilla Electric Cooperative/Public Utility Commission Filing (Gregg Zody)
  - f. Request to Approve Enterprise Zone Application from the City of Boardman (Karen Pettigrew, Boardman City Manager)
  - ~~g. Drug & Alcohol Policy pertaining to The Loop CDL Drivers (Katie Imes, Coordinator, The Loop)~~
  - h. Sheriff's Office Station 2 Proposal (Chair Melissa Lindsay)
  - i. Human Resources Director Interview Team (Darrell Green, Interim HR Director)
  - j. Irrigon Building Update (Darrell Green, Administrator)
  - k. ORS 204.112 Sheriff's Salary (Darrell Green)
6. **Department Reports - Written**
  - a. Community Development Department Monthly Report
  - b. Planning Department Monthly Report
  - c. Finance Department Quarterly Report
7. **Correspondence**
8. **Commissioner Reports**
9. **Signing of documents**
10. **Adjournment**

Agendas are available every Friday on our website ([www.co.morrow.or.us/boc](http://www.co.morrow.or.us/boc) under “Upcoming Events”). Meeting Packets can also be found the following Monday.

The meeting location is accessible to persons with disabilities. A request for an interpreter for the hearing impaired or for other accommodations for persons with disabilities should be made at least 48 hours before the meeting to Roberta Lutchter at (541) 676-5613.

Pursuant to ORS 192.640, this agenda includes a list of the principal subjects anticipated to be considered at the meeting; however, the Board may consider additional subjects as well. This meeting is open to the public and interested citizens are invited to attend. Executive sessions are closed to the public; however, with few exceptions and under specific guidelines, are open to the media. The Board may recess for lunch depending on the anticipated length of the meeting and the topics on the agenda. If you have anything that needs to be on the agenda, please notify the Board office before noon of the preceding Friday. If something urgent comes up after this publication deadline, please notify the office as soon as possible. If you have any questions about items listed on the agenda, please contact Darrell J. Green, County Administrator at (541) 676-2529.

### **Electronic Meeting Information**

Morrow County Board of Commissioners is inviting you to a scheduled Zoom meeting. Join Zoom Meeting

<https://zoom.us/j/5416762546>

**PASSWORD: 97836**

Meeting ID: 541-676-2546

#### **Zoom Call-In Numbers for Audio Only:**

- 1-346-248-7799, Meeting ID: 541 676 2546#
- 1-669-900-6833, Meeting ID: 541 676 2546#
- 1-312-626-6799, Meeting ID: 541-676-2546#
- 1-929-436-2866, Meeting ID: 541-676-2546#
- 1-253-215-8782, Meeting ID: 541-676-2546#
- 1-301-715-8592, Meeting ID: 541-676-2546#

Meeting ID: 541-676-2546

Find your local number: <https://zoom.us/u/abD3eWKYVW>



**AGENDA ITEM COVER SHEET**  
 Morrow County Board of Commissioners  
 (Page 1 of 2)

(For BOC Use)  
 Item #  
 4b

Please complete for each agenda item submitted for consideration by the Board of Commissioners  
 (See notations at bottom of form)

Presenter at BOC: Lt. Kristen Bowles/Undersheriff Bowles      Phone Number (Ext): 5130  
 Department: Morrow County Sheriff's Office      Requested Agenda Date: 5/13/2020  
 Short Title of Agenda Item:

(No acronyms please)      **\*\*\*AMENDED\*\*\*Purchase of new logging/recording system**



**This Item Involves:** (Check all that apply for this meeting.)

<input type="checkbox"/> Order or Resolution	<input type="checkbox"/> Appointments
<input type="checkbox"/> Ordinance/Public Hearing:	<input type="checkbox"/> Update on Project/Committee
<input type="checkbox"/> 1st Reading <input type="checkbox"/> 2nd Reading	<input type="checkbox"/> Consent Agenda Eligible
<input type="checkbox"/> Public Comment Anticipated:	<input type="checkbox"/> Discussion & Action
Estimated Time:	Estimated Time:
<input type="checkbox"/> Document Recording Required	<input checked="" type="checkbox"/> Purchase Pre-Authorization
<input checked="" type="checkbox"/> Contract/Agreement	<input type="checkbox"/> Other

N/A      Purchase Pre-Authorizations, Contracts & Agreements

Contractor/Entity: **Goserco**  
 Contractor/Entity Address:  
 Effective Dates – From:      Through:  
 Total Contract Amount: **\$51,557.45**      Budget Line: **207-113-5-40-4411**  
 Does the contract amount exceed \$5,000?     Yes     No

Reviewed By:

_____ DATE _____	Department Director	Required for all BOC meetings
 DATE 5/11/20	Administrator	Required for all BOC meetings
_____ DATE _____	County Counsel	*Required for all legal documents
 DATE 5/7/20	Finance Office	*Required for all contracts; other items as appropriate.
_____ DATE _____	Human Resources	*If appropriate

*\*Allow 1 week for review (submit to all simultaneously). When each office has notified the submitting department of approval, then submit the request to the BOC for placement on the agenda.*

**Note:** All other entities must sign contracts/agreements before they are presented to the Board of Commissioners (originals preferred). Agendas are published each Friday afternoon, so requests must be received in the BOC Office by 1:00 p.m. on the Friday prior to the Board's Wednesday meeting. Once this form is completed, including County Counsel, Finance and HR review/sign-off (if appropriate), then submit it to the Board of Commissioners Office.

**AGENDA ITEM COVER SHEET**  
**Morrow County Board of Commissioners**  
**(Page 2 of 2)**

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**1. ISSUES, BACKGROUND, DISCUSSION AND OPTIONS (IF ANY):**

MCSO and UCSO Dispatch will need a new recording system to operate on the new radio system.

We anticipated purchase in the next fiscal year, however we need to have the system operational during the current fiscal cycle. Therefore we did not have the system purchase in our current budget.

We sent our RFQ and received 4 quotes from different vendors. The lowest quote will be disregarded due to not being able to connect to radio system using the desired specifications. Our next choice was the 2nd lowest bid, this company met all of our requirements.

Total cost for the project is \$84,485.57 which will be split with Umatilla County Dispatch. MCSO cost of \$42,242.79 is on the GSA buying contract.

\*Change Order: Total cost \$103,114.89 - Changes MCSO's total to \$51,557.45

This purchase will be made and implemented in 2019-2020

\*Amended - Change order see bid for a detailed description - Changes Morrow County's portion to \$51,557.45

**2. FISCAL IMPACT:**

The revised cost to purchase the new recording/ logging system is \$51,557.45 . There are appropriations available in the operating contingency.

This purchase will utilize the cash carried forward and will be purchased in fiscal year 2019-2020 budget code 207-113-5-40-4411 - \*\$9,314.66 increase +

**3. SUGGESTED ACTION(S)/MOTION(S):**

Move to propose a budget resolution to move the dollars from operations contingency to capital outlay. 207-113-5-50-5999 to 207-113-5-40-4411 in the revised amount of \$51,557.45.

Move to approve and accept the change order bid by \$18,629.32 to purchase the system including the change order in the amount of 103,114.89.

\*\*Move to approve and accept the increase of the County's portion by \$9,314.66\* to a revised total of \$51,557.45.

☒ Attach additional background documentation as needed.



----- Original message -----

From: Darrell Green <[dgreen@co.morrow.or.us](mailto:dgreen@co.morrow.or.us)>

Date: 5/8/20 17:04 (GMT-08:00)

To: Kristen Bowles <[kbowles@co.morrow.or.us](mailto:kbowles@co.morrow.or.us)>, John Bowles <[jbowles@co.morrow.or.us](mailto:jbowles@co.morrow.or.us)>

Subject: Amended Purchase of Logging/recording system

Hello Kristin and John,

Would you mind sending an email to whomever in Umatilla County to verify this significant change in the procurement of the Logging/Recording System doesn't trigger a second RFQ or another step in the procurement of this item. Or maybe a better way to say this, does this change order still meet their procurement guidelines. I haven't had to verify the State of Oregon process, but I am fairly certain there is something about a change 10% or more would require additional steps.

I realize we didn't do the procurement, but we are partners in this process.

Thanks,  
Darrell J. Green  
Morrow County Administrator

**From:** Kathy Lieuallen <[kathy.lieuallen@umatillacounty.net](mailto:kathy.lieuallen@umatillacounty.net)>

**Sent:** Monday, May 11, 2020 11:22 AM

**To:** Kristen Bowles <[kbowles@co.morrow.or.us](mailto:kbowles@co.morrow.or.us)>

**Subject:** Re: FW: Amended Purchase of Logging/recording system

Kristen,

Our County Counsel, Doug Olsen, said we are not in violation of the ORS because we did the buying contract of GSA. If they would like to contact him, 541-966-3608. Kathy

On Fri, May 8, 2020 at 5:12 PM Kristen Bowles <[kbowles@co.morrow.or.us](mailto:kbowles@co.morrow.or.us)> wrote:

Could we chat on Monday?

**From:** Kristen Bowles <[kbowles@co.morrow.or.us](mailto:kbowles@co.morrow.or.us)>

**Sent:** Monday, May 11, 2020 11:32 AM

**To:** Kathy Lieuallen <[kathy.lieuallen@umatillacounty.net](mailto:kathy.lieuallen@umatillacounty.net)>

**Cc:** Kate Knop <[kknop@co.morrow.or.us](mailto:kknop@co.morrow.or.us)>; Darrell Green <[dgreen@co.morrow.or.us](mailto:dgreen@co.morrow.or.us)>

**Subject:** FW: FW: Amended Purchase of Logging/recording system

Thank you Kathy for looking into that for me. I will forward this information on to our Finance Department.

Lt. Kristen Bowles, 911 Director  
Morrow County Sheriff's Office

**From:** Darrell Green  
**Sent:** Monday, May 11, 2020 11:41 AM  
**To:** Kristen Bowles <[kbowles@co.morrow.or.us](mailto:kbowles@co.morrow.or.us)>; Kathy Lieuallen <[kathy.lieuallen@umatillacounty.net](mailto:kathy.lieuallen@umatillacounty.net)>  
**Cc:** Kate Knop <[kknop@co.morrow.or.us](mailto:kknop@co.morrow.or.us)>  
**Subject:** RE: FW: Amended Purchase of Logging/recording system

Hello Kristen and Kathy,

Thank you for taking the extra time and effort to check this process!

Darrell J. Green  
Morrow County Administrator

**From:** Kate Knop  
**Sent:** Monday, May 11, 2020 11:43 AM  
**To:** Darrell Green <[dgreen@co.morrow.or.us](mailto:dgreen@co.morrow.or.us)>; Kristen Bowles <[kbowles@co.morrow.or.us](mailto:kbowles@co.morrow.or.us)>; Kathy Lieuallen <[kathy.lieuallen@umatillacounty.net](mailto:kathy.lieuallen@umatillacounty.net)>  
**Subject:** RE: FW: Amended Purchase of Logging/recording system

Thank you all for vetting!

**Kate Knop**  
Finance Director  
Morrow County

We have prepared a quote for you

## Change order updated quote-Dual Site recording

Quote #010263 v5

Prepared for  
**Umatilla County Sheriff's Office**

Prepared by  
**Shaun Andrews**

Friday, April 17, 2020

Umatilla County Sheriff's Office  
Kathy Lieuallen  
4700 NW Pioneer Pl  
Pendleton, OR 97801  
kathy.lieuallen@umatillacounty.net

Dear Kathy,

Thank you for giving Goserco the opportunity, to propose a robust recording solution. The attached quote, is to record the following technologies at each site, along with integrated features. (UCSO & MCSO)

#### UCSO

- IP recording for Avtec, via the VP GATE method
- Analog recording for 911 phone (Vesta)
- P25 TAIT IP recording with manual rekeying and ISSI integration
- Quality Assurance
- ANI/ALI
- Enhanced Reporting

#### MCSO

- Analog recording for 911 phone positions (Vesta)
- Enhanced Reporting
- Access to Tait Radio recordings from the NAB(Nexlog Access Bridge) function

**\*\*\*TAIT OTAR-** Goserco was advised OTAR is not being used today but may be used in the future. OTAR was not added to my current quote, to save both agencies money, since it's not being used right now. If OTAR is added, there will be an additional licensing cost required, for the Eventide at around \$16,000. **Please inquire about the cost, at the time OTAR is added.**

**Eventide GSA contract pricing used. This is the same contract Umatilla Tribal Police was quoted and purchased from.**

#### Contract number

**GS-35F-0415V**

#### ***Parts added in or quantity changed***

Part # 209020 NENA ANI/ALI CAD Spill Integration or SMDR(Umatilla site)

All Parts under MCSO Hardware section of Quote

All Parts under MCSO Software section of Quote

*MCSO HW&SW total=\$15,974.82*

Professional Services increased from \$17,900 to \$20,595- to account for install of separate system at Morrow County

#### ***Removed-***

Quality Factor: add-on for 20 Agents \$1,611.90 CE-QF-271082

\* Morrow County was not interested in the QA product for their site, at this time

Add-on License Pack (Internal IP Recorder) with 8 Channel Licenses for G.711 -\$1,417.50

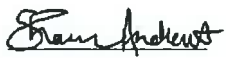
\* Reduced quantity from 12 to 11 , on this part, due to Vesta being recorded analog Not IP



Phone:

Email: [sandrews@goserco.com](mailto:sandrews@goserco.com)

Web: [www.goserco.com](http://www.goserco.com)



Shaun Andrews  
Sales Account Manager  
Goserco HQ



UCSO Eventide NexLog Hardware		Price	Qty	Ext. Price
CE-740-NexLog740	<b>NexLog 740 base system: 3U rack-mount, Intel Core2 Quad CPU, Dual NIC, Embedded Linux, NexLog base software, web-based configuration manager, and 1st year warranty.</b>	\$6,475.95	1	\$6,475.95
	<b>Display Options</b>			
CE-740-FP-105301	<b>Integrated Front Panel with 7" Touchscreen NexLog740</b>	\$1,048.95	1	\$1,048.95
	<b>Removable Archive Options</b>			
CE-740-AD-105321	<b>Equip with 1 Multi-Drive for DVD-RAM (standard)</b>	\$0.00	1	\$0.00
	<b>Internal Storage Options</b>			
CE-740-ST-105314	<b>Upgrade to 4 x 1TB Hot Swap h/w-RAID5 = 3TB storage</b>	\$2,332.80	1	\$2,332.80
	<b>Rack Slide Options</b>			
CE-740-RM-324430	<b>Rack Mount Slides - 4 Post, 3U (for NexLog 740)</b>	\$291.60	1	\$291.60
	<b>Record Boards- 911 phone positions</b>			
CE-AUD-105284-024	<b>24-Channel Analog Card, 24 Ch. Licenses</b>	\$4,860.00	1	\$4,860.00
CE-CBL-264242-003	<b>9 ft. Connector Cable for Analog or Digital PBX card</b> 9 ft. Connector Cable for Analog or Digital PBX card	\$74.52	1	\$74.52
CE-AUD-324712	<b>Dual Port 100/1000 PCI-X Network Card (for NexLog 740 or NexLog 840; Max QTY 1)</b>  Dual Port 100/1000 PCI-X Network Card (for NexLog 740 or NexLog 840; Max QTY 1)	\$291.60	1	\$291.60
	<b>Long term storage for archiving</b>			
CA-NAS-RMRPNAS8TB	<b>RP Rackmount NAS 8TB, 1U w/ 4x4TB SATA HDD (RAID5 + Hot Spare) and Rail Kit</b> RP Rackmount NAS 8TB, 1U w/ 4x4TB SATA HDD (RAID5 + Hot Spare) and Rail Kit	\$2,500.00	1	\$2,500.00
		<b>Subtotal:</b>		<b>\$17,875.42</b>



UCSO Eventide NexLog Software		Price	Qty	Ext. Price
CE-SW-271111	<b>Eventide MP3 option for MediaWorks PLUS</b> Eventide MP3 option for MediaWorks PLUS	\$157.95	1	\$157.95
CE-SW-271109	<b>Eventide SSL Enabler option</b> Eventide SSL Enabler option	\$0.00	1	\$0.00
CE-SW-115021	<b>Enhanced Reporting Package</b> Enhanced Reporting Package	\$805.95	1	\$805.95
CE-INT-209029	<b>NENA ANI/ALI CAD Spill Integration or SMDR</b> NENA ANI/ALI CAD Spill Integration or SMDR	\$2,830.95	1	\$2,830.95
CE-SW-271083	<b>MediaWorks PLUS: Concurrent Access for 8 Users</b>	\$805.95	1	\$805.95
	<b>Quality Factor</b>			
CE-QF-271077	<b>Quality Factor: 20 Agents (Requires MediaWorks PLUS)</b>	\$2,025.00	1	\$2,025.00
	<b>PSAP Controller Integrations-Avtec</b>			
	<b>VoIP-TAIT(80 talk paths, discussed quantity) ,AVTEC (10 positions/consoles counting Morrows)</b>			
CE-INT-209157	<b>Metadata Integration for Dispatch, RoIP, and Other Systems-AVTEC</b> Metadata Integration for Dispatch, RoIP, and Other Systems	\$2,830.95	1	\$2,830.95
CE-VIN-271052	<b>Internal IP Recorder with First 8 G.711 Channels</b>	\$3,118.50	1	\$3,118.50
CE-VIN-271035	<b>Add-on License Pack (Internal IP Recorder) with 8 Channel Licenses for G.711</b>	\$1,417.50	11	\$15,592.50
	<b>Tait integration items</b>			
CE-INT-209214	<b>Integration to P25 trunked system via ISSI</b> Integration to P25 trunked system via ISSI	\$7,285.95	1	\$7,285.95
CE-INT-209270	<b>P25 Encryption Key Management Option (non-OTAR)</b>	\$1,615.95	1	\$1,615.95
	P25 Encryption Key Management Option (non-OTAR)			
CE-DVS-1173-000	<b>4-Concurrent Decoder Unit for P25, NXDN, DMR, and others</b>	\$8,100.00	1	\$8,100.00

UCSO Eventide NexLog Software		Price	Qty	Ext. Price
CE-INT-115015	<b>Mandatory Remote Install Prep for P25 NON-DISCOUNTABLE</b> Mandatory Remote Install Prep for ASTRO 25/AIS; NON-DISCOUNTABLE	\$3,500.00	1	\$3,500.00
			Subtotal:	<b>\$48,669.65</b>

MCSO Hardware		Price	Qty	Ext. Price
CE-740-NexLog740	<b>NexLog 740 base system: 3U rack-mount, Intel Core2 Quad CPU, Dual NIC, Embedded Linux, NexLog base software, web-based configuration manager, and 1st year warranty.</b>	\$6,475.95	1	\$6,475.95
	<b>Display Options</b>			
CE-740-FP-105301	<b>Integrated Front Panel with 7" Touchscreen NexLog740</b>	\$1,048.95	1	\$1,048.95
	<b>Removable Archive Options</b>			
CE-740-AD-105321	<b>Equip with 1 Multi-Drive for DVD-RAM (standard)</b>	\$0.00	1	\$0.00
	<b>Internal Storage Options</b>			
CE-740-ST-105311	<b>Upgrade 740 to 2 x 1TB Hot Swap h/w-RAID1 = 1TB storage</b> Upgrade 740 to 2 x 1TB Hot Swap h/w-RAID1 = 1TB storage	\$1,296.00	1	\$1,296.00
	<b>Rack Slide Options</b>			
CE-740-RM-324430	<b>Rack Mount Slides - 4 Post, 3U (for NexLog 740)</b>	\$291.60	1	\$291.60
	<b>Record Boards-optional 911 positions</b>			
CE-AUD-105284-008	<b>8-Channel Analog Card, 8 Ch. Licenses</b>	\$2,187.00	1	\$2,187.00
CE-CBL-264242-003	<b>9 ft. Connector Cable for Analog or Digital PBX card</b> 9 ft. Connector Cable for Analog or Digital PBX card	\$74.52	1	\$74.52
			Subtotal:	<b>\$11,374.02</b>

MCSO Eventide Software		Price	Qty	Ext. Price
CE-SW-271083	<b>MediaWorks PLUS: Concurrent Access for 8 Users</b>	\$805.95	1	\$805.95
CE-SW-271113	<b>NexLog Access Bridge License-To connect to UCSO recorder</b> NexLog Access Bridge License	\$2,830.95	1	\$2,830.95

Phone:

Email: sandrews@gosercos.com

Web: www.gosercos.com

MCSO Eventide Software		Price	Qty	Ext. Price
CE-SW-271109	<b>Eventide SSL Enabler option</b> Eventide SSL Enabler option	\$0.00	1	\$0.00
CE-SW-271111	<b>Eventide MP3 option for MediaWorks PLUS</b> Eventide MP3 option for MediaWorks PLUS	\$157.95	1	\$157.95
CE-SW-115021	<b>Enhanced Reporting Package</b> Enhanced Reporting Package	\$805.95	1	\$805.95
Subtotal:				<b>\$4,600.80</b>

Professional Services-Both sites		Price	Qty	Ext. Price
	<b>Services cost is for both sites-MCSO and UCSO, assuming the installs will be done on the same trip</b>			
CG-SVC-Implementation Pkg	<b>Comprehensive installation package: includes all project management, installation, configuration, and testing, all travel time and expenses, and 1st year support (M-F 8am-5pm)</b> Comprehensive installation package: includes all project management, installation, configuration, and testing, all travel time and expenses, and 1st year support (M-F 8am-5pm)	\$20,595.00	1	\$20,595.00
Subtotal:				<b>\$20,595.00</b>



Phone:

 Email: [sandrews@goserco.com](mailto:sandrews@goserco.com)

 Web: [www.goserco.com](http://www.goserco.com)

## Change order updated quote-Dual Site recording

**Quote Information:**

Quote #: 010263

Version: 5

Delivery Date: 04/17/2020

Expiration Date: 04/13/2020

**Prepared for:**

Umatilla County Sheriff's Office

4700 NW Pioneer Pl

Pendleton, OR 97801

Kathy Lieuallen

[kathy.lieuallen@umatillacounty.net](mailto:kathy.lieuallen@umatillacounty.net)

541-966-3608

**Prepared by:**

Goserco HQ

Shaun Andrews

480-964-8911 x 5117

Fax

[sandrews@goserco.com](mailto:sandrews@goserco.com)


Quote Summary		Amount
UCSO Eventide NexLog Hardware		\$17,875.42
UCSO Eventide NexLog Software		\$48,669.65
MCSO Hardware		\$11,374.02
MCSO Eventide Software		\$4,600.80
Professional Services-Both sites		\$20,595.00
	<b>Total</b>	<b>\$103,114.89</b>

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

## Project Scope Detail

**Comprehensive installation package: includes all project management, installation, configuration, and testing, all travel time and expenses, and 1st year support (M-F 8am-5pm)**

### Project Scope Detail

- Pre-installation build, configuration, and ground shipping to site
- Remote project management, planning, and documentation
- On-site system installation, configuration, and recording testing during business hours
- Deployment of search/playback/export client environment
- Configuration of network archival to customer-furnished network-attached storage
- Configuration of access security per customer-furnished information
- Configuration of NTP time synchronization, and system e-mail notifications
- End-user system administrator and supervisor client training
- All travel time and expenses included
- 1st year on-site warranty repair service, with unlimited remote support to M-F 8am-5pm

## Statement of Work

# Umatilla County Sheriff's Office

## Communications Recording Solution Upgrade or Implementation

Prepared for: Umatilla County Sheriff's Office ("the customer")

Prepared by: Goserco, Inc. ("Goserco")

Project: Communications Recording Solution (Upgrade or Implementation)

### Statement of Work (SOW) and Statement of Purpose

Goserco, Inc. is pleased to submit this statement of work to Umatilla County Sheriff's Office for services to deliver: the applicable installation, configuration, testing, training, and the relevant project management, for a new or upgrade communications recording solution. This document outlines, the services that Goserco, Inc. will provide, as well as those expected to be provided by Umatilla County Sheriff's Office, or its relevant vendors, in planning for and implementing this project. It may also describe specific services to be customized to your environment. Specifically, this SOW is only for the applicable installation, configuration, testing, training, and the relevant project management, for a communications recording solution.

In the event of overlap, any specific terms and conditions agreed to by Goserco by other device (contract, RFP response, or other written agreement) shall take precedence over this statement of work. With authorized signature by both parties, and in the absence of such an outside agreement, the terms and conditions specified in this statement of work shall apply, and constitute agreement to such terms and conditions by both parties.

Changes to this Statement of Work will be processed in accordance with the procedures described in "Appendix B. Project Change Control Procedure". A Change Authorization must be approved and accepted by both parties to initiate scope changes under this agreement. The investigation and the implementation of changes may result in modifications to any aspect of the project schedule, pricing/invoiced charges, and/or other terms of this agreement. Without signatures of acceptance, specific pricing (if any) in this Statement of Work expires 60 days following the date of its preparation.

### Project Scope

The scope – the customized and detailed list of specific items that define what will be considered "in-scope" for this project, is written in a separate section that follows titled, "Project Scope Detail". The Project Scope Detail is considered part of this statement of work.

### Assumptions

#### General

- The customer will provide a single point of contact that will act as the project owner and who will be the primary individual to sign off on the project phases at completion
- All work under this statement of work will occur Monday-Friday between the hours of 8:00 am and 5:00 pm; no installations, configuration, moves, site visits, or other related work will be scheduled over weekends, evenings, or Goserco, Inc.-declared holidays, without mutual agreement in advance from the Goserco, Inc. project manager and the customer project manager
- Goserco, Inc. and the customer will jointly create any project documentation, where customer involvement is required. The customer must approve the final installation schedule and final versions of project documentation to ensure it coincides with all expectations



- Goserco, Inc. and the customer will jointly create any special requirements for defining “project acceptance” in writing, and with mutual agreement to such requirements, those requirements will become part of a written cutover plan (or installation checklist)
- “Project acceptance” (via a signed installation service ticket or other written acknowledgement) should follow (within 24 hours) completion of the written project plan, and a successful support turnover call, and Goserco’s delivery to the customer of “as-built” system configuration documentation

#### **Premises Work**

- The customer will be responsible for all carpentry or mechanical work not explicitly detailed in this proposal
- The customer location does not require the use of union labor
- The customer assumes all responsibility for compliance with local and federal laws and regulations as they relate to recording telephone, radio, and other electronic or audio conversations, as well as other electronic communications (including visual) such as desktop screen recording and application usage tracking, etc.
- Cabling or termination of telecom, Ethernet, or electrical supply wiring, is not included in this SOW. Additional information follows in the section titled, “Specific Technical and Other Provisions”
- Hours spent troubleshooting problems outside of the project scope of in this SOW will be billed at \$150 per hour (via remote access) or \$225 per hour (on-site). The project managers will be contacted and will approve any additional charges prior to execution of any work that could result in additional charges

#### **Shipping Management and or Special Requirements**

- In general, all shipments for this project will be via local delivery or “UPS Ground”
- Any expedited shipping charges that result from customer request or customer delay will be passed on to the customer at actual cost

#### **Deposits, Invoicing, and Scheduling**

- Order Deposit – Unless other contractual arrangements or quoted payment terms exist (within this proposal package), whether governmental or private sector, a deposit equal to 50% of all hardware and software is due at the time the order is placed, and required to begin implementation project management. Services are invoiced at project completion
- Invoicing – Invoices for equipment and software (or for remaining balance on any equipment and software) to be installed as part of this implementation, will be generated when the equipment and software is delivered to the customer site(s). Invoices for services will be generated at the completion of those services (based on either a specific project milestone invoicing schedule or at general “project acceptance”)
- Payment - for all invoices is due with 30 days of invoice date (NET 30), and the customer may take a 2% discount (of invoice total) for any invoice paid within 10 days of invoice date (NET 10)
- Postponement/Project Schedule Delay - If the project schedule is postponed or delayed by the customer after any equipment has been ordered, the customer agrees to pay any balance due (less services not performed) within 30 days of the originally scheduled (a mutually agreed upon) installation date
- On-site Cancellation/Postponement Charges - If the installation is cancelled or postponed for reasons beyond the control of Goserco, Inc. once a technician is on-site, the cost of taking the technician out of service at \$150 per hour (for actual time out of service), and related travel expenses (at cost) will be passed on to the customer
- On-site Project Delay - If the project is unreasonably delayed while a technician is on-site for reasons such as, but not limited to: access to appropriate buildings or specific areas within buildings, lack of access to, or unavailability of assigned or appropriate customer personnel, delay due to a third party, waiting, etc. the cost of the technician being out of service at \$150 per hour (for actual time out of service), will be passed on to the customer

#### **Goserco, Inc. Team Responsibilities**

#### **Pilot System**

- If a pilot system is required (for multi-site installations only), it will be coordinated through the project planning process

### **Project Management**

- The Goserco, Inc. project manager (or designated backup) will work with the customer for the life of the project. He or she will manage each phase of the project to include shipping, installation, training and all other contacts regarding this project
- The Goserco, Inc. project manager will handle escalation of problem solving within Goserco, Inc. internal teams as well as contacts within the Customer organization
- The Goserco, Inc. project manager should be the first point of contact for any project issue
- The Goserco, Inc. project manager will handle communication issues regarding equipment procurement and/or transportation within Goserco, Inc
- The Goserco, Inc. project manager will review all documentation
- The Goserco, Inc. project manager will maintain a project schedule and tasks list

### **Installation Services**

- All services under this statement of work will occur between 8:00 a.m. and 5:00 p.m. local time, Monday through Friday, or on otherwise suitable days and times as mutually agreed to by the customer project manager and the Goserco, Inc. project manager
- All installation teams will consist of 1-2 Goserco, Inc. technicians
- Installation and training is for Eventide NexLog recording equipment and client software as quoted/described
- Each technician will bring appropriate tools to complete their assigned tasks
- Any issues that may delay, or prevent the completion of the installation, will be escalated to the Goserco, Inc. project manager for resolution. Every effort will be made to overcome any issues while the technician is on-site
- All work areas will be neat, and free of recording system installation materials and packaging prior to leaving the site
- Goserco, Inc. is not responsible for any pre-existing network conditions that prevent normal operation, or delay the installation process (i.e., network configuration, network viruses, domain restrictions, IP address assignments/changes, PBX configuration/changes, etc.

### **Training Services**

- All services under this statement of work will occur between 8:00 a.m. and 5:00 p.m. local time, Monday through Friday, or on otherwise suitable days and times as mutually agreed to by the customer project manager and the Goserco, Inc. project manager
- Training content is dictated by the stated project scope
- Training scheduling will be mutually agreed upon by the customer and Goserco, Inc. project manager. Although the customer is responsible for coordination of classroom facilities (where applicable), scheduling and attendance of appropriate participants, and production of any printed materials (from electronic documentation provided by Goserco, Inc.), the Goserco, Inc. project manager will assist in the organization and planning with the customer project manager.

### **Goserco, Inc. Contacts**

- Project Manager: TBA
- Backup Project Manager: TBA
- Lead Technician: TBA
- Account Rep: TBA
- Other technicians and personnel, as assigned: Office 480-964-8911 Option 1

### **Customer Responsibilities**

## General

The responsibilities listed in this section are in addition to those responsibilities specified in any Goserco, Inc. quoted sales terms and all services by the customer are to be provided at no charge to Goserco, Inc. Goserco, Inc.'s performance is predicated upon the following responsibilities being fulfilled by the customer

## Project Management

Prior to the beginning any work in the project calendar or plan, the customer will designate a Project Manager to whom all Goserco, Inc. communications will be addressed and who has the authority to act for the customer within the terms of this agreement. The Customer's project manager will be the focal point for the following activities:

- Serve as the communications interface between Goserco, Inc. and all Customer departments participating in this project.
- Coordinate and ensure the provision of all required customer information (as needed for proper implementation) and delivery of requirements (hardware, technical support, and services) as needed to perform this Statement of Work. Answers and information should be provided within three working days of Goserco, Inc. request, unless the Customer and Goserco, Inc. mutually agree to an extended response time
- Assignment of personnel to the project to be on-site at the time of equipment delivery and installation for verification and acceptance. Goserco, Inc. will coordinate the schedule with the Customer Project Manager
- Help resolve and escalate as needed project issues and problems within the customer staff
- Administer Project Change Control in conjunction with the Goserco, Inc. Project Manager
- Receive, review, and maintain Goserco, Inc.-prepared documentation
- Accept responsibility for the security of all equipment shipped to the Customer's location(s)
- Arrange for any security clearances required for all Goserco, Inc. personnel
- Arrange for payment of deposits and invoices

## Customer Contacts

- Project manager: TBA
- Customer telephony contact: TBA
- Customer 911 telephony contact: N/A
- Customer radio contact: TBA
- Customer I.T. servers/network contact: TBA
- Customer I.T. desktop contact: TBA
- Customer operations (site) contact: TBA

## Specific Technical Services and Other Provisions

### Equipment -Environment

- Customer will ensure adequate UPS power and power distribution for all servers to be installed
- Customer will ensure adequate rack mounting space and proper environmental control where any equipment is to be installed - standard 19" 4-post rack rail hardware is typically supplied with new systems purchased from Goserco, Inc., however in cases where the standard supplied rack rail hardware will not accommodate a proper installation, the customer will provide and install suitable rack shelving or other mounting hardware as may be required by local building/equipment installation codes
- Each server must be located within Ethernet standard distances of the switch it connects to, and have a minimum of two available ports for network access - one dedicated for network traffic (CTI connection, client connections, and CAS server upload), and one for IP recording capture (or spare)

### Operating System and Anti-Virus Software



- For Windows -based systems only, Operating System Critical Updates are the responsibility of the customer for Microsoft Windows -based systems (Manufacturer -tested update levels will be provided by Goserco, Inc. on regular basis, as QA'd and released by the manufacturer – typically semi-monthly)
- Anti-virus software (and proper configuration thereof) for the server(s) are the responsibility of the customer and are required – note: there may be mandatory file extension type exclusions for Windows -based servers (including any that are virtualized).

#### **Equipment Access and Remote Access**

- Customer will ensure access to any locked facilities (i.e.: equipment rooms) so as to prevent a technician from experiencing any delays on-site while attempting to access an installation location
- The customer will provide uninterrupted remote access to all Goserco, Inc.-installed servers (and potentially relevant clients) during any period in which Goserco, Inc. provides installation or configuration services, technical support or maintenance/extended warranty services

#### **Networking, Clients, and Desktop Installations**

- All server systems will require network connectivity with static IP addresses, valid subnet, gateway, and DNS addresses, as well as an NTP
- Network administrative configuration of the recording servers is the responsibility of the customer – Note: there may be specific network environment requirements for the system(s) and it is advised that the customer check with Goserco, Inc. prior implementation of configuration or changes – e.g. Audiolog servers are typically required to be joined to the domain in a separate OU with no policies pushed (including any servers that are virtualized), and a domain Audiolog administrative user account with local administrator privilege on the Audiolog is required for application services. While Eventide servers are Linux -based, there may be specific required network configuration
- Any new client user PC's must meet the minimum requirements listed in the system documentation CD
- An appropriate customer network technician will be on-hand and available (on installation and testing days) to assist with installation and client software installation as needed, as well as produce client software load procedure documentation in conjunction with a Goserco, Inc. technician at the installation
- All network configuration required to produce a successful implementation is the responsibility of the customer, and will be provided to Goserco, Inc. free of charge. A successful implementation includes both server connectivity and client pc network connectivity and configuration. Additionally, it is the responsibility of the customer to provide and ensure LAN/WAN connectivity and configuration that will allow for proper client access from within, or off-site, if applicable (including firewall configuration where necessary)
- Customer will provide a list of client pc's, AD user names, actual user names, and a seating chart (to include desired channel -level security restrictions) if Goserco, Inc. is to perform any installation of client software and restrict access to the system on a per-user basis

#### **Telephone/PBX, Radio System, and or IP Dispatch Console Integration and Requested Configuration Information**

- For integrated recording of any telephone/PBX, digital radio, or IP dispatch console communications system, the customer will provide or otherwise arrange for purchase, installation, and configuration of all telephone/PBX, digital radio, and or IP dispatch console hardware and software (including any required licensing that may be necessary to support recording in the customer environment). The customer will provide or otherwise arrange for purchase, installation, and configuration of any and all related/required network infrastructure (such as switches, firewalls, communications circuits, etc.). The customer will provide or otherwise arrange for purchase of all telephone/PBX, digital radio, and or IP dispatch console configuration, testing, and troubleshooting services, as well as any required network configuration (including SPAN ports if required), testing, and troubleshooting necessary to establish or support proper recording connectivity and communications to the telephone/PBX, digital radio, and or IP dispatch consoles, and the customer network
- Customer will provide a complete list of requested telephone/PBX, digital radio, and or IP dispatch console information: including, but not limited to, hardware and software versions, IP addresses, protocols, etc. as well as details that may be needed to ensure a successful integration and proper recording such as: agents, extensions,

device identifying information, channels, talk groups, and frequency ID's and or names, etc.

## Wiring

### Traditional Device Monitoring, and Other Wiring Notes

- In general, Goserco, Inc. will provide a demarcation point (typically 1 or more 66 blocks) and cable connection from this demarcation point to the recorder(s). The customer is responsible to provide feed wiring for any and all audio sources to be recorded, and cross-connect to the provided demarcation point
- For direct digital station tapping, the customer is responsible to provide feed wiring for any extension to be recorded. This is typically accomplished (for supported handset models), by passing the cross-connect wiring from the designated PBX output pair, through the provided recording demarcation point (punch without cut/termination), and on to the designated premise wiring/jack pair for the phone to be recorded. Goserco will re-cross connect existing phones so that they pass through the recording demark in cases where the customer can identify all phones to be recorded (e.g. produce a list of devices required to be recorded) and identify and mark existing extension punch down locations for at least one side of the existing cross connects of phones to be recorded (PBX port pair, or premise wiring pair)
- For analog recording (full-time or record-on-demand) of digital or VoIP phones via logger patch, analog feed wiring in the form of a CAT5 cable home run from within 5' of phone (terminated as an RJ11), to recorder demarcation block (non-terminated) is to be provided to Goserco, Inc. at no charge for each phone to be recorded. Goserco, Inc. will typically provide and install the required analog logger patches – note: a standard 110V AC power outlet within 5' of the phone is also required
- Intrado/Positron: For analog recording of LIFELINE100 and VIPER systems, CCB/SONIC analog feed wiring for position audio and E911 CAMA trunks (if applicable) is to be provided to Goserco, Inc. at no charge. If ANI/ALI integration is included, a standard DB9M serial connector (providing standard CDR from the Viper system) is required, and will be provided to Goserco, Inc. at no charge.
- Airbus/Cassidian: For analog recording of VESTA and systems, ACU/SAM analog feed wiring for position audio and E911 CAMA trunks (if applicable) is to be provided to Goserco, Inc. at no charge. If ANI/ALI integration is included, a standard DB9M serial connector (providing the ANI/ALI CAD spill) is required, and will be provided to Goserco, Inc. at no charge.
- For analog recording of radio, the customer is responsible to provide feed wiring that provides combined transmit/receive audio for any channel, frequency, or console to be recorded to Goserco, Inc. at no charge
- Signal strength (when audio is present) for analog VOX recording is typically optimal for recording in a range of -10dBm to 0dBm

## Pricing

### Pricing Per Quotation

Pricing for the services listed in this statement of work is as "a fixed amount, complete package".

## APPENDIX A - Deliverable Guidelines

### Status Reports

Purpose: The Goserco, Inc. project manager will typically provide weekly project plans or status reports via e-mail, advising the customer project team of the progress and status of Goserco, Inc. related activities. The report will outline and describe the status of tasks worked on during that period and document significant accomplishments, milestones, and problems identified

Content: The report may consist of the following, as appropriate for the project:

- A regularly updated project schedule, noting key events, planned travel, and training schedules

- Activities performed during the week/month
- Activities planned for the next week/month
- Issues or concerns about activities, which occurred in the previous week/month
- Recommendations relating to problems or issues
- Any other items that Goserco, Inc. reasonably anticipates may have an effect on the schedule or otherwise materially impact on the project
- Billing information if needed
- Project change control summary (See "Appendix B. Project Change Control Procedures" in Appendix B for details.)

#### **Installation Checklist/Cutover Plan (if applicable)**

Purpose: An installation checklist/cutover plan document will provide a detailed plan for cutover and contingency planning and or back-out procedures for the installation services. The installation checklist/cutover plan document will also provide a brief outline/timeline of expected activities for on-site time, and will require customer approval prior to installation. The combination of a completed customer-approved installation checklist and a completed service ticket by the installing technician will be presented to the customer for signature, and customer signature will constitute project acceptance. Minor exceptions, deviations, and other changes noted in the installation checklist shall not delay project acceptance if follow-up support or resolution has been initiated and communicated in writing, and such deviations do not materially impact the primary use and functions of the deployed system(s).

#### **Copies of All System Software and Documentation**

One copy of all system software and documentation will be provided for each site. In most cases documentation is provided in .PDF format on CD or DVD. Customers are responsible for the safe-keeping of software and documentation

#### **Other Project Documentation**

Other project documentation will be delivered as deemed beneficial to the project and may include such items as: specific technical documentation, specific project planning documentation, and specific site-specific configuration details documentation

#### **Administrator and End-User Training**

System administrator and end-user training sessions will be scheduled and provided, as dictated by the scope of the project. A training plan that details the training content, formats, and relevant audience(s) will be provided prior to training

### **APPENDIX B - Project Change Control**

#### **Procedures**

The following provides a detailed process to follow if a change to the scope or directly from the Customer to this Statement of Work is required:

A Project Change Request (PCR) will be the vehicle for communicating change (to be completed by Goserco, Inc. at customer or Goserco, Inc. request)

- The Project Change Request must describe the rationale for the change and the affect the change will have on the project
- The Customer and Goserco, Inc. Project Managers will review the proposed change and approve it or revise it as required. Goserco, Inc. will specify any charges for such change. If the Customer Project Manager authorizes the change, in writing, this constitutes approval for the change charge(s). Goserco, Inc. will invoice the Customer for any such charges. The Customer will be responsible for the affect that the change will have on price, schedule, and other terms and conditions of the Agreement



- A written Project Change Request must be signed by the Customer and Goserco, Inc. to authorize implementation for the changes

## APPENDIX C – Legal Agreements

### Invoices and Payment

Unless otherwise specified in a Sales or Services Agreement or other contract, you agree to pay Goserco, Inc. the Purchase Price for Products and/or Services and the license fee(s) for Licensed Software, less any deposit paid previously, within thirty (30) days of the delivery of any Products or Licensed Software and/or the provision of any Service. You also agree to pay Goserco, Inc. amounts equal to any applicable sales, use, property, value-added, or any other taxes, except income tax, resulting from any transaction under this Agreement or any Sales or Services Agreements. Any applicable tax will be based on those taxes imposed by the taxing authorities in the jurisdiction to which you request the Products or Licensed Software delivered or in which Services are performed. Unless otherwise agreed and indicated on documentation provided by Goserco, Inc. to you, such as an invoice, or otherwise provided herein, you will pay all shipping costs for Equipment, Product or Licensed Software you purchase from Goserco, Inc. In the event you dispute any amount on an invoice, you must provide written notification of the dispute to Goserco, Inc. within ten (10) days after you receive the disputed invoice. Goserco, Inc. agrees to provide supporting documentation concerning any disputed amount or invoice within ten (10) days after written notification of the dispute to Goserco, Inc. Both parties agree to use their best efforts to resolve such dispute within thirty (30) days after you provide written notification of the dispute. You shall have no obligation during the thirty (30) day period specified above to pay any amount that you reasonably dispute hereunder, but you agree to pay the undisputed portion of the invoice.

### Shipping; Risk of Loss

All risk of loss or damage to the Products shall be the responsibility of the party upon whose premises the Products are located at the time of such loss or damage. In the event the loss or damage occurs during shipping or delivery, the party in charge of arranging for such shipping or delivery shall bear the responsibility for the loss or damage. You agree, upon delivery of Equipment or Products, and prior to the transfer of title and/or license rights to you, to insure such Equipment or Products with a conventional commercial insurance policy sufficient to protect Goserco, Inc.'s interest in such Equipment or Products and to provide Goserco, Inc. evidence of such insurance upon its reasonable request.

### Non-Solicitation

Each party recognizes that the other party's employees are critical to the business operations of the other party. For the term of this Agreement and for six (6) months after its termination, each party agrees that it and any parent company, subsidiary, partner, limited partner, joint venture, or any entity related in any manner to it by common ownership ("Related Entities"), will not employ, hire, or compensate in any manner or capacity, including as an employee or independent contractor ("Employ") any employee of the other party that it was introduced to by, and who was directly connected with, such party's performance under this agreement. Each party further agrees not to employ any former employee of the other party unless the employer-employee relationship has been terminated for not less than one hundred eighty (180) days. In the event of breach of this provision by a party or any Related Entities, such party shall be liable to the other party for the principal sum of Twenty Five Thousand and No/100 Dollars (\$25,000.00) as liquidated damages, and not as a penalty for said breach.

### Confidentiality

All documentation and information which are either designated as confidential or proprietary or would reasonably be considered to be confidential or proprietary, including without limitation, drawings, listings, techniques, algorithms, processes and technical and marketing information, business data and employee information which are transferred between the parties in connection with this agreement ("Proprietary Information") (other than documentation and information intended for general distribution to third parties) shall be held in strict confidence by the parties, and shall not be disclosed or used in any fashion other than pursuant to the terms of this agreement without the other party's prior written consent. Each party's proprietary information and all other items related thereto, including, without limitation, programs, methods of processing, specific design

and structure of individual programs and their interaction, and the unique programming techniques employed therein, and all enhancements, modifications, updates, and derivative works thereof are and shall remain the sole and exclusive property of such party and shall not be sold, revealed, used, disclosed, transmitted or otherwise communicated, directly or indirectly, by the other party except as expressly provided for in this Agreement. Each party agrees to protect the others' proprietary Information with the same standard of care and procedures that it uses to protect its own trade secrets and Proprietary Information of a confidential nature.

**Force Majeure**

Neither party shall be deemed to be in default or to have breached any provision of this Agreement as a result of any delay, failure in performance or interruption of service resulting directly or indirectly from acts due to events of nature, acts of civil or military authorities, civil disturbances, wars, strikes or other labor disputes, fires, transportation contingencies, laws, regulations, acts or orders of any government or agency or officials thereof, other catastrophes or any other similar occurrences beyond such party's reasonable control. In every case, the delay or failure in performance or interruption of service must be without fault or negligence of the party claiming excusable delay and the party claiming excusable delay must promptly notify the other party of such delay. Performance time under this Agreement shall be considered extended for a period of time equivalent to the time lost because of any delay, which is excusable under this paragraph, provided, however, that if any such delay continues for a period of more than sixty (60) days, the party not claiming excusable delay shall have the option of terminating the order or service upon written notice to the party claiming excusable delay.

**APPENDIX D - Signatures****Umatilla County Sheriff's Office**

Communications Recording Solution Upgrade or Implementation

Document prepared for signature on April 17, 2020

We, the undersigned representatives of Umatilla County Sheriff's Office and Goserco, Inc. have read and understand this statement of work and the details contained herein. We agree to this Statement of Work as attached, the services to be provided as detailed in project scope detail, as well as the terms, conditions, specific responsibilities, provisions, and appendices:

**Umatilla County Sheriff's Office****Goserco, Inc.**

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Signature of authorized customer representative

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Signature of authorized Goserco, Inc. representative

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Printed Name

---

Printed Name

---

Title

---

Title

---

Date: (MM/DD/YYYY)

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Date: (MM/DD/YYYY)



# AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

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## **1. ISSUES, BACKGROUND, DISCUSSION AND OPTIONS (IF ANY):**

OHA Agreement #159824, Amendment #9 represents an expansion to PE 12 Public Health Emergency Preparedness, with an added Program Element (PE 12-02) specific to COVID-19 Response and funding increased by \$38,344 of Federal Funds.

COVID-19 has been added to the list of State Mandated Reportable Diseases. The funding will support additional time required to planning, collaboration with the State, surveillance and assessment, training and education follow-up related to case reports received, prevention efforts, supplies, etc.

## **2. FISCAL IMPACT:**

OHA Agreement #159824, Amendment #9 increases PE 12 Public Health Emergency Preparedness, with an added Program Element (PE 12-02) specific to COVID-19 Response and funding by \$38,344 of Federal Funds. The changes in funding will be utilized to support personnel costs, purchase of needed supplies, and other CD work-related costs.

## **3. SUGGESTED ACTION(S)/MOTION(S):**

Motion to approve OHA Amendment #15984 - 9 increasing PE - 12 Public Health Emergency Preparedness dollars specific to COVID-19 by \$38,344 of Federal Funds.

Attach additional background documentation as needed.



**NINTH AMENDMENT TO OREGON HEALTH AUTHORITY  
2019-2021 INTERGOVERNMENTAL AGREEMENT FOR THE  
FINANCING OF PUBLIC HEALTH SERVICES**

In compliance with the Americans with Disabilities Act, this document is available in alternate formats such as Braille, large print, audio recordings, Web-based communications and other electronic formats. To request an alternate format, please send an e-mail to [dhs-oha.publicationrequest@state.or.us](mailto:dhs-oha.publicationrequest@state.or.us) or call 503-378-3486 (voice) or 503-378-3523 (TTY) to arrange for the alternative format.

This Ninth Amendment to Oregon Health Authority 2019-2021 Intergovernmental Agreement for the Financing of Public Health Services, effective July 1, 2019, (as amended the "Agreement"), is between the State of Oregon acting by and through its Oregon Health Authority ("OHA") and Morrow County, ("LPHA"), the entity designated, pursuant to ORS 431.003, as the Local Public Health Authority for Morrow County.

**RECITALS**

WHEREAS, OHA is acquiring services under this Amendment for the purpose of responding to the state of emergency declared by the Governor on Saturday, March 7, 2020 and pursuant to the Major Disaster Declaration number DR4499OR as a direct result of the COVID-19. OHA intends to request reimbursement from FEMA for the costs. This amendment is subject to the additional federal terms and conditions located at: <https://www.oregon.gov/das/Procurement/Documents/COVIDFederalProvisions.pdf> as may be applicable to this amendment.

WHEREAS, OHA and LPHA wish to modify the set of Program Element Descriptions set forth in Exhibit B of the Agreement.

WHEREAS, OHA and LPHA wish to modify the Fiscal Year 2020 (FY20) Financial Assistance Award set forth in Exhibit C of the Agreement.

WHEREAS, OHA and LPHA wish to modify the Exhibit J information required by 2 CFR Subtitle B with guidance at 2 CFR Part 200.

NOW, THEREFORE, in consideration of the premises, covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows.



## AGREEMENT

1. Exhibit A “Definitions”, Section 18 “Program Element” is amended to add Program Element titles and funding source identifiers as follows:

<u>PE NUMBER AND TITLE</u> • SUB-ELEMENT(S)	<u>FUND TYPE</u>	<u>FEDERAL AGENCY/ GRANT TITLE</u>	<u>CFDA#</u>	<u>HIPAA RELATED (Y/N)</u>	<u>SUB-RECIPIENT (Y/N)</u>
<u>PE 12</u> Public Health Emergency Preparedness Program (PHEP)	FF	CDC/Public Health Emergency Preparedness	93.069	N	Y
		ASPR/Healthcare Preparedness Program Ebola Preparedness & Response Activities	93.817	N	Y
• <u>PE 12-02</u> COVID-19 Response	FF	CDC/Public Health Emergency Response	93.354	N	Y

2. Exhibit B Program Element #12 “Public Health Emergency Preparedness (PHEP) Program” is hereby superseded and replaced in its entirety by Attachment A attached hereto and incorporated herein by this reference.
3. Section 1 of Exhibit C entitled “Financial Assistance Award” of the Agreement for FY20 is hereby superseded and replaced in its entirety by Attachment B attached hereto and incorporated herein by this reference. Attachment B must be read in conjunction with Section 3 of Exhibit C.
4. Exhibit J “Information required by 2 CFR Subtitle B with guidance at 2 CFR Part 200” is amended to add to the federal award information datasheet as set forth in Attachment C, attached hereto and incorporated herein by this reference.
5. LPHA represents and warrants to OHA that the representations and warranties of LPHA set forth in Section 4 of Exhibit F of the Agreement are true and correct on the date hereof with the same effect as if made on the date hereof.
6. Capitalized words and phrases used but not defined herein shall have the meanings ascribed thereto in the Agreement.
7. Except as amended hereby, all terms and conditions of the Agreement remain in full force and effect.
8. The parties expressly ratify the Agreement as herein amended.
9. This Amendment may be executed in any number of counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Amendment so executed shall constitute an original.

10. This Amendment becomes effective on the date of the last signature below.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the dates set forth below their respective signatures.

11. Signatures.

**State of Oregon, acting by and through its Oregon Health Authority**

By: \_\_\_\_\_  
Name: /for/ Lillian Shirley, BSN, MPH, MPA  
Title: Public Health Director  
Date: \_\_\_\_\_

**MORROW COUNTY LOCAL PUBLIC HEALTH AUTHORITY**

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

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

*Exempt per Executive Order 20-03, "Declaration of Emergency Due to Coronavirus (COVID-19) Outbreak in Oregon".*

**REVIEWED BY OHA PUBLIC HEALTH ADMINISTRATION**

By: \_\_\_\_\_  
Name: Derrick Clark (or designee)  
Title: Program Support Manager  
Date: \_\_\_\_\_

**Attachment A**  
**Program Element Description**

**Program Element #12: Public Health Emergency Preparedness (PHEP) Program**

1. **Description.** Funds provided under this Agreement for this Program Element may only be used in accordance with, and subject to, the requirements and limitations set forth below to deliver the Public Health Emergency Preparedness (PHEP) Program.

The PHEP Program shall address mitigation, preparedness, response and recovery phases for public health emergencies through plan development and revision, exercise and response activities based on the 15 Centers for Disease Control and Prevention (CDC) Public Health Emergency Preparedness and Response Capabilities.

Emergency Preparedness and Response is one of the seven foundational capabilities described in the Oregon Public Health Modernization Manual. The foundational capabilities are needed for governmental public health to meet its charge to improve the health of everyone in Oregon. The vision for this foundational capability is as follows: A healthy community is a resilient community that is prepared and able to respond to and recover from public health threats and emergencies.<sup>1</sup> All changes to this Program Element are effective upon receipt of grant award unless otherwise noted in Exhibit C of the Financial Assistance Award.

2. **Definitions Relevant to PHEP Programs Specific to Public Health Emergency Preparedness.**
- a. **Access and Functional Needs:** Access and Functional Needs Populations are defined as those whose members may have additional needs before, during, and after an incident in functional areas, including but not limited to maintaining independence, communication, transportation, supervision, and medical care. Individuals in need of additional response assistance may include those who have disabilities,<sup>2</sup> live in institutionalized settings, are elderly, are children, are from diverse cultures, have limited English proficiency or are non-English speaking, or are transportation disadvantaged.
  - b. **Base Plan:** A plan that is maintained by LPHA, describing fundamental roles, responsibilities and activities performed during preparedness, mitigation, response and recovery phases. This plan may be titled as the Emergency Support Function #8, an annex to the County Emergency Operations Plan, Public Health All-Hazards Plan, or other title that fits into the standardized county emergency preparedness nomenclature.
  - c. **Budget Period:** The intervals of time (usually 12 months) into which a multi-year project period is divided for budgetary/ funding use. For purposes of this Program Element, Budget Period is July 1 through June 30.
  - d. **CDC:** U.S. Department of Health and Human Services, Centers for Disease Control and Prevention.
  - e. **CDC Public Health Emergency Preparedness and Response Capabilities:** The 15 capabilities developed by the CDC to serve as national public health preparedness standards for state and local planning.<sup>3</sup>
  - f. **Due Date:** If a Due Date falls on a weekend or holiday, the Due Date will be the next business day following.
  - g. **Health Alert Network (HAN):** A web-based, secure, redundant, electronic communication and collaboration system operated by OHA, available to all Oregon public health officials, hospitals, labs and service providers. The data it contains is maintained jointly by OHA and all LPHAs. This system provides continuous, high-speed electronic access for Oregon public health officials and service providers to public health information including the capacity for broadcasting information to Oregon public health officials and service providers in an emergency, 24 hours

per day, 7 days per week, 365 days per year. The secure HAN has a call down engine that can be activated by state or local HAN administrators.

- h. Health Security Preparedness and Response (HSPR):** A state level program that is a joint effort with the Conference of Local Health Officials (CLHO) and Native American Tribes (Tribes) to develop public health systems to prepare for and respond to major threats, acute threats, and emergencies that impact the health of people in Oregon.
- i. Health Care Coalition (HCC):** A health care coalition (HCC) as a coordinating body that incentivizes diverse and often competitive health care organizations and other community partners with differing priorities and objectives and reach to community members to work together to prepare for, respond to, and recover from emergencies and other incidents that impact the public's health.
- j. Medical Countermeasures (MCM):** Vaccines, antiviral drugs, antibiotics, antitoxin, etc. in support of treatment or prophylaxis to the identified population in accordance with public health guidelines or recommendations. This includes the Strategic National Stockpile (SNS), a CDC program developed to provide rapid delivery of pharmaceuticals, medical supplies and equipment for an ill-defined threat in the early hours of an event, a large shipment of specific items when a specific threat is known or technical assistance to distribute SNS material. SNS program support includes vendor managed inventory (VMI) and Federal Medical Stations.
- k. National Incident Management System (NIMS):** The U.S. Department of Homeland Security system for integrating effective practices in emergency preparedness and response into a comprehensive national framework for incident management. The NIMS enables emergency responders at all levels and in different disciplines to effectively manage incidents no matter what the cause, size or complexity.<sup>5</sup>
- l. Public Information Officers (PIOs):** The communications coordinators or spokespersons for governmental organizations.
- m. Public Health Accreditation Board (PHAB):** A non-profit organization dedicated to improving and protecting the health of the public by advancing the quality and performance of tribal, state, local and territorial public health departments.<sup>6</sup>
- n. Public Health Emergency Preparedness (PHEP):** local public health programs designed to better prepare Oregon to respond to, mitigate, and recover from emergencies with public health impacts.
- o. Public Health Preparedness Capability Surveys:** A series of surveys sponsored by HSPR for capturing information from LPHAs for HSPR to report to CDC.

3. **Program Components.** Activities and services delivered under this Program Element align with Foundational Programs and Foundational Capabilities, as defined in [Oregon’s Public Health Modernization Manual](http://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public_health_modernization_manual.pdf),<sup>1</sup> ([http://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public\\_health\\_modernization\\_manual.pdf](http://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public_health_modernization_manual.pdf)) as well as with public health accountability outcome and process metrics (if applicable) as follows:

- a. **Foundational Programs and Capabilities** (As specified in Public Health Modernization Manual)

Program Components	Foundational Program					Foundational Capabilities						
	CD Control	Prevention and health promotion	Environmental health	Population Health	Access to clinical preventive services Direct services	Leadership and organizational competencies	Health equity and cultural responsiveness	Community Partnership Development	Assessment and Epidemiology	Policy & Planning	Communications	Emergency Preparedness and Response
<i>Asterisk (*) = Primary foundational program that aligns with each component</i>					<i>X = Foundational capabilities that align with each component</i>							
<i>X = Other applicable foundational programs</i>												
<b>Planning</b>	X	X	X	X		X	X	X	X	X	X	X
<b>Partnerships and MOUs</b>	X	X	X	X		X	X	X	X	X	X	X
<b>Surveillance and Assessment</b>	X	X	X	X		X	X	X	X	X	X	X
<b>Response and Exercises</b>	X	X	X	X		X	X	X	X	X	X	X
<b>Training and Education</b>	X	X	X	X		X	X	X	X	X	X	X

Note: Emergency preparedness crosses over all foundational programs.

- b. **The work in this Program Element helps Oregon’s governmental public health system achieve the following Public Health Accountability Metric:** Not applicable
- c. **The work in this Program Element helps Oregon’s governmental public health system achieve the following Public Health Modernization Process Measure:** Not applicable
4. **Procedural and Operational Requirements.** By accepting and using the Financial Assistance awarded under this Agreement and for this Program Element, LPHA agrees to conduct activities in accordance with the following requirements:
- a. Engage in activities as described in its approved PHEP workplan and multi-year training and exercise plan (MYTEP), which are due to OHA HSPR on or before August 15 and which has been approved by OHA HSPR by September 15. LPHA must use the PHEP Work Plan Template Instructions and Guidance which is set forth in Attachment 1, incorporated herein with this reference.



- b. Use funds for this Program Element in accordance with its approved PHEP budget, which is due to OHA HSPR on or before August 15 and which has been approved by OHA HSPR by September 15. LPHA must use the PHEP Budget Template which is set forth in Attachment 2, incorporated herein with this reference. Modifications to the budget exceeding \$5,000 require submission of a revised budget to the liaison and final receipt of approval from the HSPR fiscal officer.
- (1) **Contingent Emergency Response Funding:** Such funding is subject to restrictions imposed by CDC at the time of the emergency and would provide funding under circumstances when a delay in award would result in serious injury or other adverse impact to the public.  

Since the funding is contingent upon Congressional appropriations, whether contingent emergency response funding awards can be made will depend upon the facts and circumstances that exist at the time of the emergency; the particular appropriation from which the awards would be made, including whether it contains limitations on its use; authorities for implementation; or other relevant factors. No activities are specified for this authorization at this time.
  - (2) **Non-Supplantation.** Funds provided under this Agreement for this Program Element must not be used to supplant state, local, other non-federal, or other federal funds.
  - (3) **Public Health Preparedness Staffing.** LPHA must identify a PHEP Coordinator who is directly funded from PHEP grant. LPHA staff who receive PHEP funds must have planned activities identified within the approved PHEP workplan. The PHEP Coordinator will be the OHA's chief point of contact related to program issues. LPHA must implement its PHEP activities in accordance with its approved PHEP workplan.
  - (4) **Use of Funds.** Funds awarded to the LPHA under this Agreement for this Program Element may only be used for activities related to the CDC Public Health Emergency Preparedness and Response Capabilities in accordance with an approved PHEP budget using the template set forth as Attachment 2 to this Program Element. Modifications to the budget exceeding \$5,000 require submission of a revised budget to the liaison and final receipt of approval from the HSPR fiscal officer.
  - (5) **Conflict between Documents.** In the event of any conflict or inconsistency between the provisions of the approved PHEP Work Plan or PHEP Budget and the provisions of this Agreement, this Agreement shall control.
- c. **Statewide and Regional Coordination:** LPHA must coordinate and participate with state, regional, and local partners as follows:
- (1) Attendance by LPHA leadership, PHEP coordinator, or other staff involved in preparedness activities is strongly encouraged at one of the HSPR co-sponsored preparedness conferences, which includes the Oregon Epidemiologists' Meeting (OR-Epi) and the Oregon Prepared Conference.
  - (2) Participation in emergency preparedness subcommittees, work groups and projects for the sustainment of public health emergency preparedness as appropriate.
  - (3) Participation in a minimum of 75% of the regional or local HCC meetings.<sup>7</sup>
  - (4) Participation and planning at the local level in all required statewide exercises, including the Statewide MCM Dispensing and Distribution full scale exercises.<sup>10</sup>
  - (5) Participation in a minimum of 75% of statewide HSPR-hosted monthly conference calls for LPHAs and Tribes.

- (6) Participation in activities associated with local, regional, or statewide emerging threats or incidents as identified by HSPR or LPHA that includes timely assessment and sharing of essential elements of information for identification and investigation of an incident with public health impact,<sup>9, 18, 21</sup> as agreed upon by HSPR and the CLHO Emergency Preparedness and Response subcommittee.
  - (7) Work to develop and maintain a portfolio of community partnerships to support preparedness, mitigation, response and recovery efforts.<sup>1, 14</sup> Portfolio must include viable contact information from community sectors as defined by the CDC: business; community leadership; cultural and faith-based groups and organizations; emergency management; healthcare; human services; housing and sheltering; media; mental/behavioral health; office of aging or its equivalent; education and childcare settings.<sup>12</sup>
- d. **Public Health Preparedness Capability Survey:** LPHA must complete all applicable Public Health Preparedness Capability Survey(s) sponsored by HSPR by December 1 each year or applicable Due Date based on CDC requirements.<sup>1, 8</sup>
  - e. **PHEP Work Plan:** PHEP Work Plans must be written with clear and measurable objectives in support of the CDC Public Health Emergency Preparedness and Response Capabilities with timelines and include:
    - (1) At least three broad program goals that address gaps, operationalize plans, and guide PHEP work plan activities.
      - (a) Planning
      - (b) Training and education
      - (c) Exercises.
      - (d) Community Education and Outreach and Partner Collaboration.
      - (e) Administrative and Fiscal activities.
    - (2) Activities will include or address persons with Access and Functional Needs.
    - (3) Local public health leadership will review and approve PHEP workplans.
  - f. **PHEP Workplan Performance:** LPHA must complete activities in their HSPR approved PHEP workplans by June 30 each year. If LPHA completes fewer than 75% of the non-fiscal and non-administrative planned activities in its PHEP Work Plan for two consecutive years, not due to unforeseen public health events, it may not be eligible to receive funding under this Program Element in the next fiscal year. Work completed in response to a HSPR-required exercise, a response to an uncommon disease outbreak, or other uncommon event of significance that requires an LPHA response and is tied to the CDC Public Health Emergency Preparedness and Response Capabilities may, upon HSPR approval, be used to replace PHEP Work Plan activities interrupted or delayed.
  - g. **24/7/365 Emergency Contact Capability.**
    - (1) LPHA must establish and maintain a single telephone number whereby, physicians, hospitals, other health care providers, OHA and the public can report public health emergencies within the LPHA service area.<sup>9, 15, 16</sup>
    - (2) The contact number must be easy to find through sources in which the LPHA typically makes information available including local telephone directories, traditional websites and social media pages. It is acceptable for the publicly listed phone number to provide after-hours contact information by means of a recorded message. LPHA must list and maintain both the switchboard number and the 24/7/365 numbers on the HAN.<sup>1, 2, 15, 16</sup>

- (3) The telephone number must be operational 24 hours a day, 7 days a week, 365 days a year and be an eleven-digit telephone number available to callers from outside the local emergency dispatch. LPHA may use an answering service or their 911 system in this process, but the eleven-digit telephone number of the local 911 operators must be available for callers from outside the locality. <sup>1, 2, 15, 16</sup>
- (4) The LPHA telephone number described above must be answered by a knowledgeable person with the ability to properly route the call to a local public health administrator or designee.
- (5) An LPHA official must respond within 60 minutes, to calls received on 24/7/365 telephone number, during statewide communication drills and quarterly tests. <sup>13</sup>
- (6) Quarterly test calls to the 24/7/365 telephone line will be conducted by HSPR program staff.

**h. HAN**

- (1) A HAN Administrator must be appointed for LPHA and this person's name and contact information must be provided to the HSPR liaison and the State HAN Coordinator. <sup>1, 2, 15</sup>
- (2) The HAN Administrator must:
  - (a) Agree to the HAN Security Agreement and State of Oregon Terms and Conditions.
  - (b) Complete appropriate HAN training for their role.
  - (c) Ensure local HAN user and county role directory is maintained (add, modify and delete users; make sure users have the correct license).
  - (d) Act as a single point of contact for all LPHA HAN issues, user groups, and training.
  - (e) Serve as the LPHA authority on all HAN related access (excluding hospitals and Tribes).
  - (f) Coordinate with the State HAN Coordinator to ensure roles are correctly distributed within each county.
  - (g) Ensure participation in OHA Emergency Support Function 8 (Health and Medical) tactical communications exercises. Deliverable associated with this exercise will be the test of the LPHA HAN system roles via alert confirmation for: Health Officer, Communicable Disease (CD) Coordinator(s), Preparedness Coordinator, PIO and LPHA County HAN Administrator within one hour. <sup>13</sup>
  - (h) If LPHA population is greater than 10,000, initiate at least one local HAN call down exercise/ drill for LPHA staff annually. If LPHA population is less than 10,000, demonstrate through written procedures how public health staff and responding partners are notified during emergencies.
  - (i) Perform general administration for all local implementation of the HAN system in their respective organizations.
  - (j) Review LPHA HAN users two times annually to ensure users are updated, assigned their appropriate roles and that appropriate users are deactivated.
  - (k) Facilitate in the development of the HAN accounts for new LPHA users.
  - (l) Participate in HAN/HOSCAP Administrator conference calls as appropriate.

i. **Multi-Year Training and Exercise Plan (MYTEP):** LPHA must annually submit to HSPR on or before August 15, an updated MYTEP as part of their annual workplan update.<sup>1, 7, 8, 10, 15</sup> The MYTEP must meet the following conditions:

- (1) Demonstrate continuous improvement and progress toward increased capability to perform functions and tasks associated with the CDC Public Health Emergency Preparedness and Response Capabilities.
- (2) Include priorities that address lessons learned from previous exercises events, or incidents as described in the LPHA's After Action Reports (AAR)/ Improvement Plans (IP).
- (3) LPHA must work with Emergency Management, local health care partners and other community partners to integrate exercises and align MYTEPs, as appropriate.
- (4) Identify at least two exercises per year if LPHA's population is greater than 10,000 and one exercise per year if LPHA's population is less than 10,000.
- (5) Identify a cycle of exercises that increase in complexity over a three-year period, progressing from discussion-based exercises (e.g. seminars, workshops, tabletop exercises, games) to operation-based exercises (e.g. drills, functional exercises and full-scale exercises); exercises of similar complexity are permissible within any given year of the plan.
- (6) A HSPR-required exercise, a response to an uncommon disease outbreak, or other uncommon event of significance that requires an LPHA response and is tied to the CDC Public Health Emergency Preparedness and Response Capabilities may, upon HSPR approval, be used to satisfy exercise requirements.
- (7) For an exercise or incident to qualify, under this requirement the exercise or incident must:

(a) **Exercise:**

LPHA must:

- Submit to HSPR Liaison 30 days in advance of each exercise an exercise notification that includes a description of the exercise, exercise objectives, CDC Public Health Emergency Preparedness and Response Capabilities addressed, a list of invited participants, and a list of exercise planning team members.
- Involve two or more participants in the planning process.
- Involve two or more public health staff and/ or related partners as active participants.
- Submit to HSPR Liaison an After Action Report/ Improvement Plan within 60 days of every exercise completed.

(b) **Incident:**

During an incident LPHA must:

- Submit LPHA incident objectives or Incident Action Plan to HSPR Liaison within 48 hours of receiving notification of an incident that requires an LPHA response.
- Submit to HSPR Liaison an After Action Report/Improvement Plan within 60 days of every incident or public health response completed.



- (8) LPHA must coordinate exercise design and planning with local Emergency Management and other partners for community engagement,<sup>1</sup> as appropriate.
- (9) Staff responsible for emergency planning and response roles must be trained for their respective roles consistent with their local emergency plans and according to CDC Public Health Emergency Preparedness and Response Capabilities,<sup>13</sup> the Public Health Accreditation Board, and the National Incident Management System.<sup>2</sup> The training portion of the plan must:
  - (a) Include training on how to discharge LPHA statutory responsibility to take measures to control communicable disease in accordance with applicable law.
  - (b) Identify and train appropriate LPHA staff<sup>17</sup> to prepare for public health emergency response roles and general emergency response based on the local identified hazards.
- j. **Maintaining Training Records:** LPHA must maintain training records that demonstrate NIMS compliance for all local public health staff with emergency response roles .<sup>11</sup>
- k. **Plans:** LPHA must maintain and execute emergency preparedness procedures and plans as a component of its jurisdictional Emergency Operations Plan.
  - (1) LPHA must establish and maintain at a minimum the following plans:<sup>22, 25:</sup>
    - (a) Base Plan.
    - (b) Medical Countermeasure Dispensing and Distribution (MCMDD) plan.<sup>1, 8, 10, 15, 19, 20, 25</sup>
    - (c) Continuity of Operations Plan (COOP)<sup>1, 4, 15</sup>
    - (d) Communications and Information Plan.<sup>16</sup>
  - (2) All plans, annexes, and appendices must:
    - (a) Be updated whenever an After Action Report improvement item is identified as requiring a change or biennially at a minimum,
    - (b) Address, as appropriate, the CDC Public Health Emergency Preparedness and Response Capabilities based on the local identified hazards,
    - (c) Be functional and operational by June 30, 2022,<sup>8, 10, 24</sup>
    - (d) Comply with the NIMS,<sup>5, 23</sup>
    - (e) Include a record of changes that includes a brief description, the date, and the author of the change made, and
    - (f) Include planning considerations for persons with Access and Functional Needs.

**I. COVID-19**

**(1) LPHA must:**

- (a)** Submit a budget plan and narrative within 30 days of receiving award. Refer to PE 12-02 budget guidance document for terms and conditions.  
OHA will send “Budget Narrative Template”; “Budget Guidance” and any other applicable documents that OHA may identify.
- (b)** By June 30, 2020, submit a community intervention implementation plan that describes how the LPHA will achieve the response’s three mitigation goals:
  - i.** Slow transmission of disease,
  - ii.** Minimize morbidity and mortality, and
  - iii.** Preserve healthcare, workforce, and infrastructure functions and minimize social and economic impacts. The plan should address how the LPHA will:
    - A.** Minimize potential spread and reduce morbidity and mortality of COVID-19 in communities.
    - B.** Plan and adapt for disruption caused by community spread and implement interventions to prevent further spread.
    - C.** Ensure healthcare system response is an integrated part of community interventions.
    - D.** Ensure integration of community mitigation interventions with health system preparedness and response plans and interventions.OHA will send “Community Intervention Implementation Plan” template to complete (c) above.
- (c)** Partner with COVID-19 regional planning to conduct virtual infection control assessments in congregate care settings within their jurisdiction.
- (d)** Participate in local and regional planning efforts related to hospital transfers.
- (e)** Conduct intensive case and contact investigations as community transmission declines within the jurisdiction.

- 5. General Revenue and Expense Reporting.** LPHA must complete an “Oregon Health Authority Public Health Division Expenditure and Revenue Report” located in Exhibit C of this Agreement. These reports must be submitted to OHA 30 days following the end of the first, second and third quarters, and no later than 50 calendar days following the end of the fourth quarter (or 12-month period).

6. **Reporting Requirements.**

- a. **PHEP Work Plan.** LPHA must implement its PHEP activities in accordance with its HSPR approved PHEP workplan using the template set forth in Attachment 1 to this Program Element. Dependent upon extenuating circumstances, modifications to this PHEP workplan may only be made with HSPR agreement and approval. Proposed PHEP workplan will be due on or before August 15. Final approved PHEP workplan will be due on or before September 15.
- b. **Mid-year and end of year PHEP Workplan reviews.** LPHA must complete PHEP workplan updates in coordination with their HSPR liaison on at least a minimum of a semi-annual basis and by August 15 and February 15.
- c. **Triennial Review.** This review will be completed in conjunction with the statewide Triennial Review schedule as determined by the Office of the State Public Health Director. This Agreement will be integrated into the Triennial Review Process.
- d. **Multi-Year Training and Exercise Plan (MYTEP).** LPHA must annually submit a MYTEP to HSPR Liaison on or before August 15. Final approved MYTEP will be due on or before September 15.
- e. **Exercise Notification.** LPHA must submit to HSPR Liaison 30 days in advance of each exercise an exercise notification that includes a description of the exercise, exercise objectives, CDC Public Health Emergency Preparedness and Response Capabilities addressed, a list of invited participants, and a list of exercise planning team members.
- f. **Response Documentation.** LPHA must submit LPHA incident objectives or Incident Action Plan to HSPR Liaison within 48 hours of receiving notification of an incident that requires an LPHA response
- g. **After Action Report / Improvement Plan.** LPHA must submit to HSPR Liaison an After Action Report/Improvement Plan within 60 days of every exercise, incident, or public health response completed.

7. **Performance Measures:** LPHA will progress local emergency preparedness planning efforts in a manner designed to achieve the 15 CDC National Standards for State and Local Planning for Public Health Emergency Preparedness and is evaluated by Mid-year, End of Year and Triennial Reviews.<sup>3</sup>

## ATTACHMENT 1

### PHEP Work Plan Template Instructions and Guidance Oregon HSPR Public Health Emergency Preparedness Program

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For grant cycle: July 1, 2019 – June 30, 2020

#### **DUE DATE**

Proposed PHEP workplan will be due on or before August 15. Final approved PHEP workplan will be due on or before September 15.

#### **REVIEW PROCESS**

Your approved PHEP workplan will be reviewed with your PHEP liaison by February 15 and August 15.

#### **GENERAL STRATEGIES TO DEVELOP YOUR WORKPLAN**

Refer to Section 4.e of this Program Element for more information.

#### **WORKPLAN CATEGORIES**

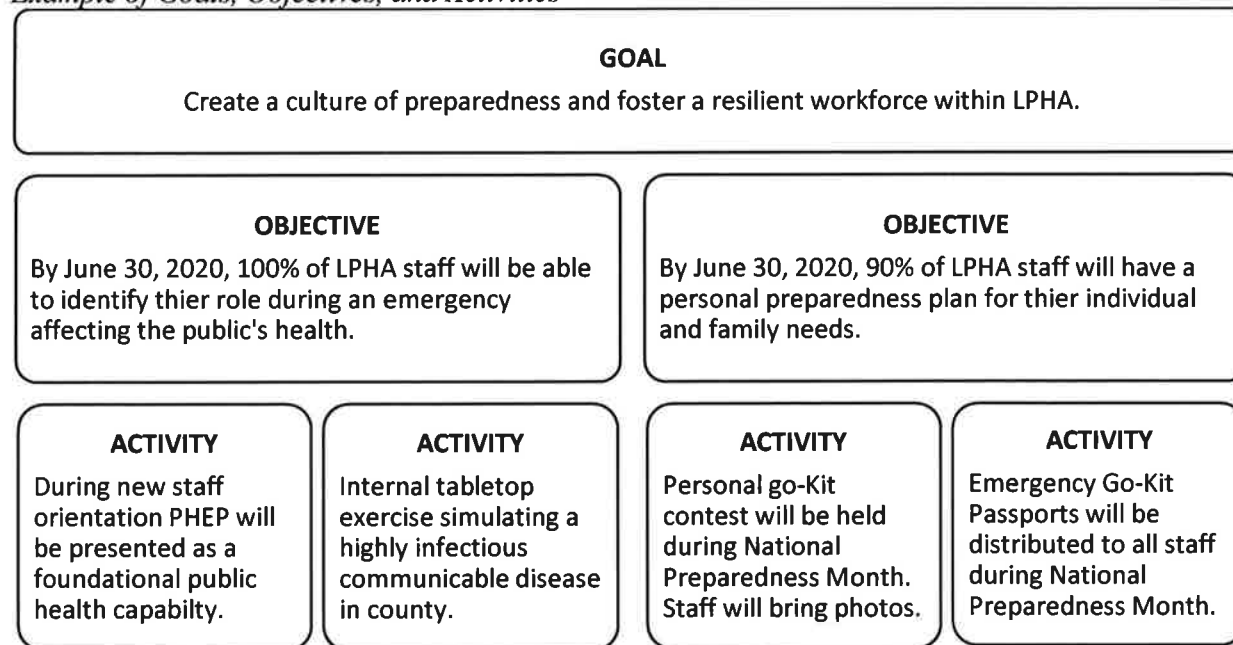
**CDC Capability:** Identify which CDC Capability your program goals will address.

**PROGRAM GOALS:** Establish at least three broad program goals that address gaps, operationalize plans, and guide workplan activities. Goals are big picture outcomes you want to achieve from your workplan activities and must support a CDC Capability.

**OBJECTIVES:** Use clear and measurable objectives with identified time frames to describe what the LPHA will complete during the grant year. Objectives support goals. They are what you plan to accomplish.

**ACTIVITIES:** Activities are how you plan to accomplish your goals.

#### *Example of Goals, Objectives, and Activities*



**TRAINING AND EDUCATION:** List planned preparedness trainings, workshops attended by staff.

**DRILLS and EXERCISES:** List all drills and exercises you plan to conduct or significantly participate in and identify annual exercises in accordance with your approved MYTEP and as required in Section 4.i. of this Program Element. You may use this section of the workplan to qualify as your MYTEP, or you may use a format that best meets your LPHA's needs.



**PLANNING:** List all plans, procedures, updates, and revisions that need to be conducted in accordance with your planning cycle or any other planning activities that will be conducted this year. You should also review all After Action Reports/Improvement Plans completed during the previous grant year to identify planning activities that should be conducted this year.

**PARTNER COLLABORATION:** List all meetings regularly attended or led by public health preparedness program staff and any special collaborations you will be conducting this year.

**COMMUNITY EDUCATION AND MEDIA OUTREACH:** List any activities you plan to conduct that enhance community preparedness or resiliency including community events, public presentations, and social or traditional media campaigns.

**INCIDENTS AND RESPONSE ACTIVITIES:** List incidents and response activities that occurred during the current grant cycle. If an OERS Number was assigned, please include the number. Identify the outcomes from the incident and response activities, include date(s) of the incident and action taken.

**UNPLANNED ACTIVITY:** List activities or events that were not included when workplan was first approved. Please identify outcomes for the unplanned activity, include date(s) of occurrence and actions taken.

**ACTUAL OUTCOMES:** To be filled in after activity is conducted. Describe what is achieved and the products created from this activity.

**DATE COMPLETED:** When updating the workplan, record date of the completed activities and/or objective.

**NOTES:** For additional explanation, such as After Action Report/ Improvement Plan references.

CDC Cap. #s					
Goal 1:					
Goal 2:					
Goal 3:					
Training and Education					
Goal #	Objectives (What you want to accomplish)	Planned Activities (How you plan to accomplish the objective.)	Date Completed	Progress/Actual Outcomes (What you actually accomplished)	Notes (AAR references, carryover explanations, etc.)
Unplanned Training and Education					
Drills and Exercises					
Goal #	Objectives	Planned Activities	Date Completed	Progress/Actual Outcomes	Notes
Unplanned Drills and Exercises					
Planning					
Goal #	Objectives	Planned Activities	Date Completed	Progress/Actual Outcomes	Notes
Unplanned Planning					
Partner Collaboration					
Goal #	Objectives	Planned Activities	Date Completed	Progress/Actual Outcomes	Notes
Unplanned Partner Collaborations					
Community Education and Media Outreach					
Goal #	Objectives	Planned Activities	Date Completed	Progress/Actual Outcomes	Notes
Unplanned Community Education					
Incident and Response Activities					
CDC Cap. #s	Incident Name/OERS #		Date(s)	Outcomes	Notes

**ATTACHMENT 2**  
**PHEP Program Budget Template**  
**Preparedness Program Annual Budget**  
**County**  
**July 1, 2019 - June 30, 2020**

<b>Preparedness Program Annual Budget</b>			
<b>County</b>			
<b>July 1, 2019 - June 30, 2020</b>			
			<b>Total</b>
<b>PERSONNEL</b>			<b>Subtotal</b>
	List as an Annual Salary	% FTE based on 12 months	0
<i>(Position Title and Name)</i>			0
Brief description of activities, for example, This position has primary responsibility for _____ County PHEP activities.			
			0
			0
			0
<b>Fringe Benefits @ ( ) % of describe rate or method</b>			0
<b>TRAVEL</b>			<b>\$0</b>
<b>Total In-State Travel:</b> (describe travel to include meals, registration, lodging and mileage)		\$0	
<b>Hotel Costs:</b>			
<b>Per Diem Costs:</b>			
<b>Mileage or Car Rental Costs:</b>			
<b>Registration Costs:</b>			
<b>Misc. Costs:</b>			
<b>Out-of-State Travel:</b> (describe travel to include location, mode of transportation with cost, meals, registration, lodging and incidentals along with number of travelers)		\$0	
<b>Air Travel Costs:</b>			
<b>Hotel Costs:</b>			
<b>Per Diem Costs:</b>			
<b>Mileage or Car Rental Costs:</b>			
<b>Registration Costs:</b>			
<b>Misc. Costs:</b>			
<b>CAPITAL EQUIPMENT (individual items that cost \$5,000 or more)</b>		\$0	<b>\$0</b>
<b>SUPPLIES, MATERIALS and SERVICES (office, printing, phones, IT support, etc.)</b>		\$0	<b>\$0</b>

<b>CONTRACTUAL (list each Contract separately and provide a brief description)</b>	<b>\$0</b>	<b>\$0</b>
<i>Contract with ( ) Company for \$____, for ( ) services.</i>		
<i>Contract with ( ) Company for \$____, for ( ) services.</i>		
<i>Contract with ( ) Company for \$____, for ( ) services.</i>		
<b>OTHER</b>	<b>\$0</b>	<b>\$0</b>
<b>TOTAL DIRECT CHARGES</b>		<b>\$0</b>
<b>TOTAL INDIRECT CHARGES @____% of Direct Expenses or describe method</b>		<b>\$0</b>
<b>TOTAL BUDGET:</b>		<b>\$0</b>
Date, Name and phone number of person who prepared budget		
<p>NOTES:</p> <p>Salaries should be listed as a full time equivalent (FTE) of 2,080 hours per year - for example an employee working .80 with a yearly salary of \$62,500 (annual salary) which would compute to the sub-total column as \$50,000</p> <p>% of FTE should be based on a full year FTE percentage of 2080 hours per year - for example an employee listed as 50 hours per month would be <math>50 * 12 / 2080 = .29</math> FTE</p>		



**Attachment 3  
Bibliography**

1. [Public Health Modernization Manual](#), Oregon Health Authority, Public Health Division. September 2017, pages 58-62.
2. [Americans With Disabilities Act of 1990](#), As Amended, Department of Justice, January 2009.
3. [Public Health Emergency Preparedness and Response Capabilities: National Standards for State, Local, Tribal, and Territorial Public Health](#), Centers for Disease Control and Prevention (CDC). October 2018.
4. [Continuity Guidance Circular](#), Federal Emergency Management Agency (FEMA), February 2018.
5. [National Incident Management System \(NIMS\)](#), Federal Emergency Management Agency (FEMA), October 2017.
6. [Public Health Accreditation Board](#).
7. United States Department of Health and Human Services 2017-2022 Hospital Preparedness Program (HPP) – Public Health Emergency Preparedness (PHEP) [Cooperative Agreement](#), CDC-RFA, TP17-1701, Domain 1
8. United States Department of Health and Human Services 2017-2022 Hospital Preparedness Program (HPP) – Public Health Emergency Preparedness (PHEP) [Cooperative Agreement](#), CDC-RFA, TP17-1701, Domain 2
9. United States Department of Health and Human Services 2017-2000 Hospital Preparedness Program (HPP) – Public Health Emergency Preparedness (PHEP) [Cooperative Agreement](#), CDC-RFA, TP17-1701, Domain 3
10. United States Department of Health and Human Services 2017-2022 Hospital Preparedness Program (HPP) – Public Health Emergency Preparedness (PHEP) [Cooperative Agreement](#), CDC-RFA, TP12-1701, Domain 4
11. [National Incident Management System \(NIMS\) – Who Takes What](#), Oregon Office of Emergency Management (OEM) September 2014.
12. [Public Health Emergency Preparedness and Response Capabilities: National Standards for State, Local, Tribal, and Territorial Public Health](#), Centers for Disease Control and Prevention (CDC), Capability 1. October 2018.
13. [Public Health Emergency Preparedness and Response Capabilities: National Standards for State, Local, Tribal, and Territorial Public Health](#), Centers for Disease Control and Prevention (CDC), Capability 3, October 2018.
14. Community partnership development, [Oregon Revised Statute](#) §431.138, 2015.
15. Emergency preparedness and response, [Oregon Revised Statute](#) §431.133, 2015.
16. Communications, [Oregon Revised Statute](#) §431.134, 2015.
17. Leadership and organizational competencies, [Oregon Revised Statute](#) §431.136, 2015.
18. Assessment and epidemiology, [Oregon Revised Statute](#) §431.132, 2015.
19. Impending Public Health Crisis: Public Health Emergency Plans, Division 3 Public Health Preparedness, [Oregon Administrative Rule](#) §333-003-0200, 2008.
20. Impending Public Health Crisis: Diagnostic and Treatment Protocols, Division 3 Public Health Preparedness, [Oregon Administrative Rule](#) §333-003-0040, 2008.
21. Impending Public Health Crisis: Access to Individually Identifiable Health Information, Division 3 Public Health Preparedness, [Oregon Administrative Rule](#) §333-003-0050, 2008.
22. Participation of Local and Tribal Governments in the Emergency Management Performance Grant (EMPG) Program of the Federal Emergency Management Agency (FEMA), [Oregon Administrative Rule](#) §104-010-0005, 2014.
23. Homeland Security Presidential Directive 5 ([HSPD-5](#)): Management of Domestic Incidents, February 2003.
24. Presidential Policy Directive 8 ([PPD-8](#)): National Preparedness, U.S. Department of Homeland Security, March 2011.
25. Homeland Security Presidential Directive 21 ([HSPD-21](#)): Public Health and Medical Preparedness, October 2007.

**Attachment B  
Financial Assistance Award (FY20)**

State of Oregon Oregon Health Authority Public Health Division			Page 1 of 3	
<b>1) Grantee</b> Name: Morrow County		<b>2) Issue Date</b> April 13, 2020		<b>This Action AMENDMENT FY 2020</b>
Street: 110 N Court Street City: Heppner State: OR Zip Code: 97836		<b>3) Award Period</b> From July 1, 2019 Through June 30, 2020		
<b>4) OHA Public Health Funds Approved</b>				
	Program	Award Balance	Increase/ (Decrease)	New Award Bal
PE01-01	State Support for Public Health	14,354	0	14,354
PE01-04	COVID19 Response	35,696	0	35,696
PE12	Public Health Emergency Preparedness and Response (PHEP)	69,400	0	69,400
PE12-02	COVID-19 Response	0	38,344	38,344
PE13-01	Tobacco Prevention and Education Prgram (TPEP)	19,870	0	19,870
PE42-03	MCAH Perinatal General Funds & Title XIX	1,908	0	1,908
PE42-04	MCAH Babies First! General Funds	6,103	0	6,103
PE42-06	MCAH General Funds & Title XIX	3,582	0	3,582
PE42-07	MCAH Title V (July-Sept)	4,637	0	4,637
PE42-08	MCAH Title V (Oct-June)	13,910	0	13,910
PE42-09	MCAH Oregon Mothers Care Title V (July-Sept)	773	0	773
PE42-10	MCAH Oregon Mothers Care Title V (Oct-June)	2,318	0	2,318
PE43	Public Health Practice (PHP) - Immunization Services (Vendors)	8,619	0	8,619
PE44-01	SBHC Base	60,000	0	60,000
PE44-02	SBHC - Mental Health Expansion	40,000	0	40,000
PE46-02	RH Community Participation & Assurance of Access (July - Mar)	0	0	0
PE46-03	RH Community Participation & Access (State Funds)	12,001	0	12,001
PE46-04	RH Community Participation & Access Federal Funds (July-Mar)	469	0	469

State of Oregon Oregon Health Authority Public Health Division		Page 2 of 3	
<b>1) Grantee</b> Name: Morrow County  Street: 110 N Court Street City: Heppner State: OR      Zip Code: 97836		<b>2) Issue Date</b> April 13, 2020	<b>This Action</b> AMENDMENT FY 2020
		<b>3) Award Period</b> From July 1, 2019 Through June 30, 2020	
4) OHA Public Health Funds Approved			
Program	Award Balance	Increase/ (Decrease)	New Award Bal
PE51-01 LPHA Leadership, Governance and Program Implementation	23,433	0	23,433
	317,073	38,344	355,417
5) Foot Notes:			
PE01-01	1	Initial SFY20: Award is estimated for July 1-September 30, 2019 and will be paid out at 1/3rd. Awards will be amended pending approval of the State budget.	
PE01-01	2	8/2019: SFY20 Award amended for increase for July 1, 2019-June 30, 2020. Previous footnotes are void and replaced by this one.	
PE01-04	1	3/2020: SFY20 COVID-19 Funding 1/21/2020-6/30/2020. Must submit a budget and narrative within 30 days of award using OHA-PHD provided format. Unspent funds may be eligible for carry forward from FY20 to FY21. R/E report due by August 20, 2020.	
PE12-02	1	4/2020: SFY20 COVID-19 Funding 3/21/2020-6/30/2020. Must submit a budget and narrative within 60 days of award using OHA-PHD provided format. Unspent funds may be eligible for carry forward from SFY20 to SFY21. R/E report due by August 20, 2020.	
PE13-01	1	Initial SFY20: Award is 3 months (July-September 2019) of bridge TPEP funding and will be paid out at 1/3rd	
PE13-01	2	8/2019: Award is 5 months (July-November 2019) of bridge TPEP funding and will be paid out at 1/5th, all previous footnotes are void and replaced by this one.	
PE42-07	1	Initial SFY20: LPHA shall not use more than 10% of the Title V funds awarded for a particular MCAH Service on indirect costs. See PE42 language under 4. a. (3) Funding Limitations for details.	
PE42-08	1	Initial SFY20: LPHA shall not use more than 10% of the Title V funds awarded for a particular MCAH Service on indirect costs. See PE42 language under 4. a. (3) Funding Limitations for details.	
PE42-09	1	Initial SFY20: LPHA shall not use more than 10% of the Title V funds awarded for a particular MCAH Service on indirect costs. See PE42 language under 4. a. (3) Funding Limitations for details.	
PE42-10	1	Initial SFY20: LPHA shall not use more than 10% of the Title V funds awarded for a particular MCAH Service on indirect costs. See PE42 language under 4. a. (3) Funding Limitations for details.	
PE46-03	1	7/2019: Funding is for July 15, 2019 - June 30, 2020	
PE46-04	1	7/2019: Funding for July 1-14, 2019	
PE51-01	1	9/2019: Funding is for period of October 1, 2019-June 30, 2020	
6) Comments:			
PE01-04	3/2020:	SFY20 COVID-19 Funding 1/21/2020-6/30/2020	
PE12	11/2019:	\$2,008 award increase for scholarship funding for Oregon Prepared or OR-Epi	
PE12-02	4/2020:	PHEP COVID-19 Funding 3/21/2020-6/30/2020. Unspent SFY20 funds may be carried over to SFY21.	
PE13-01	8/2019:	Amending to add 2 months of funding (total award is now for July-November 2019)	
PE13-01	10/2019:	Amending award to ICAA Tier \$7,500 for SFY20, all previous footnotes and comments are void and replaced by this one	

State of Oregon Oregon Health Authority Public Health Division		Page 3 of 3	
<b>1) Grantee</b> Name: Morrow County  Street: 110 N Court Street City: Heppner State: OR      Zip Code: 97836		<b>2) Issue Date</b> April 13, 2020	<b>This Action</b> AMENDMENT FY 2020
		<b>3) Award Period</b> From July 1, 2019 Through June 30, 2020	
<b>4) OHA Public Health Funds Approved</b>			
<b>Program</b>	<b>Award Balance</b>	<b>Increase/ (Decrease)</b>	<b>New Award Bal</b>
PE13-01	12/2019: Amending award total to \$19,870 for SFY20 all previous footnotes are void and replaced by this one.		
PE44-02	7/2019: MH Expansion funding increase		
PE46-02	7/2019: Reducing award to \$0 and re-allocating award to PE46-03 and PE46-04		
PE46-03	7/2019: State Funding for July 15, 2019 – June 30, 2020		
PE46-04	7/2019: Federal Funding for July 1 – July 14, 2019 only		
PE51-01	10/2019: Moving \$2,000 of funds from PE51-01 to NCPHD PE51-02 to support collaborative work		
PE51-01	1/2020: \$1,000 increase is a revision of 10/2019 amendment to split amount over current SFY and SFY21		
<b>7) Capital outlay Requested in this Action:</b> Prior approval is required for Capital Outlay. Capital Outlay is defined as an expenditure for equipment with a purchase price in excess of \$5,000 and a life expectancy greater than one year.			
<b>PROGRAM</b>	<b>ITEM DESCRIPTION</b>	<b>COST</b>	<b>PROG APPROV</b>

**Attachment C**  
**Information required by CFR Subtitle B with guidance at 2 CFR Part 200**

**PE12-02: COVID-19 Response**

Funding Information Table

Federal Award Identification Number (FAIN):	NU90TP922070	NU90TP922070
Federal Award Date:	3/16/2020	43906
Performance Period:	03/05/2020-03/15/2021	03/05/2020-03/15/2021
Federal Awarding Agency:	CDC	CDC
CFDA Number:	93.354	93.354
CFDA Name:	PHEP-COAG	PHEP-COAG
Total Federal Award:	\$7,798,826	\$7,798,826
Project Description:	PHEP COAG COVID	PHEP COAG COVID
Awarding Official:	Diamond Barnes	Diamond Barnes
Indirect Cost Rate:	17.86%	17.86%
Research and Development (Y/N):	No	No

**PCA:** 53172 TBD

**INDEX:** 50407 50407

Agency/Contractor	DUNS	Amount	Amount	Total FY 2020
Morrow	10741189	\$0	\$38,344	\$38,344





**AGENDA ITEM COVER SHEET**  
**Morrow County Board of Commissioners**  
 (Page 1 of 2)

(For BOC Use)  
 Item #  
 4d

**Please complete for each agenda item submitted for consideration by the Board of Commissioners**  
**(See notations at bottom of form)**

Presenter at BOC: Diane Kilkenny  
 Department: Health  
 Short Title of Agenda Item:

Phone Number (Ext): 5212  
 Requested Agenda Date: 05/13/2020

(No acronyms please) **EOCCO Community Benefit Initiative Reinvestment Program Agreement**

**This Item Involves:** (Check all that apply for this meeting.)

- |   |   |
|---|---|
| <input type="checkbox"/> Order or Resolution                              | <input type="checkbox"/> Appointments                       |
| <input type="checkbox"/> Ordinance/Public Hearing:                        | <input type="checkbox"/> Update on Project/Committee        |
| <input type="checkbox"/> 1st Reading <input type="checkbox"/> 2nd Reading | <input checked="" type="checkbox"/> Consent Agenda Eligible |
| <input type="checkbox"/> Public Comment Anticipated:                      | <input type="checkbox"/> Discussion & Action                |
| Estimated Time:   | Estimated Time:   |
| <input type="checkbox"/> Document Recording Required                      | <input type="checkbox"/> Purchase Pre-Authorization         |
| <input checked="" type="checkbox"/> Contract/Agreement                    | <input type="checkbox"/> Other                              |

N/A

Purchase Pre-Authorizations, Contracts & Agreements

Contractor/Entity: **Eastern Oregon Coordinated Care Organization (EOCCO), LLC**  
 Contractor/Entity Address: **601 SW 2nd Avenue, Portland, OR 97204**  
 Effective Dates – From: **05/01/2020** Through: **04/30/2021**  
 Total Contract Amount: **\$25,000.00** Budget Line: **101-114-330-3502**  
 Does the contract amount exceed \$5,000?     Yes     No

Reviewed By:

Diane Kilkenny    05/08/2020    Department Director

Required for all BOC meetings

*[Signature]*    5/11/20    Administrator

Required for all BOC meetings

R. Tovey    4-27-20    County Counsel

\*Required for all legal documents

\_\_\_\_\_  
 DATE

\*Required for all contracts; other items as appropriate.

\_\_\_\_\_  
 DATE

\*If appropriate

\*Allow 1 week for review (submit to all simultaneously). When each office has notified the submitting department of approval, then submit the request to the BOC for placement on the agenda.

**Note:** All other entities must sign contracts/agreements before they are presented to the Board of Commissioners (originals preferred). Agendas are published each Friday afternoon, so requests must be received in the BOC Office by 1:00 p.m. on the Friday prior to the Board's Wednesday meeting. Once this form is completed, including County Counsel, Finance and HR review/sign-off (if appropriate), then submit it to the Board of Commissioners Office.

# AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

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## **1. ISSUES, BACKGROUND, DISCUSSION AND OPTIONS (IF ANY):**

Morrow County Health Department has received a grant for the Morrow County Public Health Electronic Health Record Implementation.

Grantees shall use the funds for the purposes approved by EOCCO as described in this Grant Agreement, inclusive of all Exhibits hereto, and understands that any alternative use of funds must be authorized in writing by EOCCO in advance.

## **2. FISCAL IMPACT:**

This agreement of \$25,000.00 will help offset the cost of the new Electronic Health Record Implementation with Patagonia which is \$60,083.80, from GL# 217-125-5-40-4401 Programming.

## **3. SUGGESTED ACTION(S)/MOTION(S):**

Approval and signature (pg 8) of the Agreement with EOCCO.

Attach additional background documentation as needed.

**EOCCO Community Benefit Initiative Reinvestment Program  
Agreement**

**Grantor:** Eastern Oregon Coordinated Care Organization, LLC (“EOCCO”)  
601 SW 2nd Avenue  
Portland, Oregon 97204

**Grantee:** Morrow County Health Department  
P.O. Box 799, 110 Court Street,  
Heppner, Oregon, 97836  
Principal Contact: Diane Kilkenny- Morrow County Interim Health  
Department Director

**Project Title:** Morrow County Public Health Electronic Health Record Implementation

**Total Amount of Grant:** \$25,000 (“the Grant Funds”)

**Grant Period:** May 1, 2020 – April 30, 2021 (the “Grant Period”)

**A. Purpose of Grant Agreement**

The Eastern Oregon Coordinated Care Organization (EOCCO) is investing in a sixth round of Transformation Grants and Local Community Advisory Council (LCAC) Grants to further EOCCO’s transformation plans and support clinical and community efforts toward achieving the Triple Aim.

The purpose of this agreement (the “Grant Agreement”) is to enable EOCCO to award the Grant Funds to the Grantee for eligible costs of the project as described in the following attached exhibits that are fully incorporated into this Grant Agreement.

- Exhibit A: Proposal**
- Exhibit B: Progress Report 1 Template**
- Exhibit C: Progress Report 2 Template**
- Exhibit D: Final Report Template**

**B. Term**

This Grant Agreement shall be effective from May 1, 2020 – April 30, 2021 (the “Contract Term”).

**C. Design and Implementation of Project**

Grantee agrees to complete the project in accordance with the plans and specifications contained in its application during the designated term.

EOCCO and the Grantee may agree in writing to modify the objectives, methods, or Grant Period for which Grant Funds have been awarded. Grantee agrees to notify EOCCO within 30 days of the change about any significant change in personnel of the project and any development that significantly affects operations of the project or Grantee.

**D. Contingencies**

Grantee agrees to the following:

The grant period shifted from 4/1/20-3/31/21 to 5/1/20-4/30/21.

**E. Disbursement Schedule**

Grant Funds shall be disbursed during the Contract Term in three payments subject to the terms and conditions of this Grant Agreement. The first and second payments will each consist of 45% of the Grant Funds, for a total of 90% of the Grant Funds. The final payment shall consist of the final 10% of the Grant Funds. The three payments shall be made according to the following schedule:

After contract execution	\$11,250
After review and approval of first Progress Report	\$11,250
After review and approval of Final Report	\$2,500

**F. Records**

Grantee shall provide EOCCO, upon request, with all information relating to the results, findings or methods, and/or publications developed under the Grant. EOCCO may withhold Grant Funds if it has not received all Reports and additional requested information required to be submitted by Grantee if such reports and/or requested information does not meet EOCCO's reporting requirements. Any Reports may be disseminated by EOCCO, both during and after the Contract Term without the prior written consent of Grantee.

Grantee shall maintain all financial records related to this Grant Agreement in accordance with generally accepted accounting principles. Grantee shall retain such financial records for at least three (3) years after the end of the Contract Term.

At the request of EOCCO, Grantee shall permit reasonable access to its files, records, accounts and personnel associated with the Grant by EOCCO or its designated representatives for the purpose of conducting financial audits, verifications, and program evaluations concerning this Grant in EOCCO's sole discretion. EOCCO shall provide Grantee reasonable prior notice, when possible, of its intent to access records.

**G. Grant Reports and Reconciliation**

Grantee shall submit written periodic progress reports (each a "Progress Report") on Grant activities, budget changes, and expenditures using the form attached hereto as Exhibit B. Further Grantee agrees to submit a final written report (the "Final Report" and collectively with all Progress Reports, the "Reports") on the evaluation form attached hereto as Exhibit C. All Reports must be received by EOCCO according to the dates listed below. The templates attached in Exhibit B and Exhibit C are subject to change by EOCCO in its sole discretion. EOCCO will notify Grantee of any change to the templates contained in Exhibit B and C no later than 30 days before the deadlines specified below.

**Date Report is Due***September 1, 2020**January 1, 2021**May 14, 2021***Reporting Period**

Progress Report covering May 1, 2020 through August 18, 2020

Progress Report covering August 19, 2020 through December 18, 2020

Final Report covering May 1, 2020 through April 30, 2021 (the full grant period)

**H. Use of Grant Funds**

Grantee shall use the funds for the purposes approved by EOCCO as described in this Grant Agreement, inclusive of all Exhibits hereto, and understands that any alternative use of funds must be authorized in writing by EOCCO in advance.

Grantee may expend the Grant Funds for personnel expenses only for staff that are directly working on this project. Expenses for legal counsel, accounting and similar expenses are not considered personnel expenses for this Project.

Grantee may expend the Grant Funds 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. All travel shall be conducted in the most efficient and cost-effective manner and result in the best value to EOCCO. Personal expenses will not be authorized at any time. Amounts for travel expenses are included in, and not in addition to the Grant.

Grantee may reallocate up to 10% of the budgeted amount for a line item of the EOCCO-approved budget, to a different line item(s) in the EOCCO-approved budget without EOCCO's prior written consent. Any reallocation greater than 10% of the budgeted amount for a line item of the EOCCO-approved budget requires EOCCO's prior written consent. All reallocations, regardless of the amount, must be reported by Grantee to EOCCO on the Grantee's first expenditure report following the adjustment.

**I. Unexpended Grant Funds**

If Grantee (i) fails to expend all Grant Funds within the Grant Period, (ii) fails to complete all activities described in Exhibit A within the Grant Period, or (iii) anticipates that either of the aforementioned conditions will occur prior to the end of the Grant Period, Grantee shall repay to EOCCO all unexpended funds within ten (10) business days of the Final Report submission deadline to EOCCO. EOCCO will review the Final Report and will make any adjustments necessary to satisfy EOCCO's Grant payment standards. In the event the adjustments alter the amount of unexpended funds, then the party owing the adjustment shall pay the difference required to reconcile the funds within ten (10) business days of EOCCO's adjustment.

In very limited circumstances, EOCCO shall, in its sole discretion, review requests by Grantee to use unexpended funds and/or complete the activities described in Exhibit A after the end of the Grant Period. Such a request by Grantee must be submitted in writing using a structured form and submission instructions provided by EOCCO no later than 30 days prior to the end of the Grant Period. In no event shall EOCCO approve use of the Grant Funds beyond the end of the Contract Term



**J. Limitation on Payments**

Notwithstanding anything in this Grant Agreement to the contrary, Grantee's failure to meet its obligations under the terms of this Grant Agreement may result in any of the following, without limitation, (i) modification of full or partial payment of Grant Funds, (ii) delay in full or partial payment of Grant Funds, (iii) withholding of Grant Funds until compliance with the requirements of this Grant Agreement are determined by EOCCO, (iv) denial of full or partial payment of Grant Funds by EOCCO, and (v) termination of this Grant Agreement.

EOCCO reserves the right to require a total or partial refund of any Grant Funds, if, in EOCCO's sole discretion, such action is necessary:

1. Due to Grantee's failure to make substantial progress in the completion of the project;
2. Because Grantee has not fully complied with the terms and conditions of the Grant and the Grant Agreement;
3. To protect the purpose and objectives of the Grant;
4. To comply with any law or regulation applicable to Grantee, EOCCO, or this Grant.

Upon termination, EOCCO shall conduct an accounting of Grant payments paid to Grantee.

**K. No Guarantee of Future Funding**

Grantee acknowledges that the receipt of this Grant does not imply a commitment on behalf of EOCCO to continue funding beyond the terms listed in this Grant Agreement.

**L. Publicity**

At the request of EOCCO, Grantee agrees to issue a press release to relevant media outlets announcing the project receiving Grant Funds and promoting the project and its value to the community and region. Further, EOCCO may prepare its own publicity regarding this Grant Agreement, both during and after the term of this Grant Agreement, without Grantee's consent.

Grantee shall appropriately credit the participation of EOCCO in any advertisement, publicity, or public comment related to the project for which Grant Funds are awarded under this Grant Agreement.

Grantee shall permit EOCCO to review and approve the text and content of any proposed publicity concerning this Grant Agreement prior to its release. If this Grant is to be used for a film, video, book, or other such product, EOCCO reserves the right to request a screening or preview of the product, during the final production stages, before deciding whether or not to be credited as a funder of the Grant.

**M. Access to Records and Facilities**

Grantee acknowledges and agrees that EOCCO and their duly authorized representatives shall have access to all records related to the Grant to perform examinations and audits.

Grantee shall, upon request and without charge, provide a suitable work area and copying capabilities to facilitate such a review or audit. This right also includes timely and reasonable access to Grantee's personnel for the purpose of interviews and discussions related to such

documents. The rights of access in this subsection are not limited to the required retention period, but such shall last as long as the records are retained.

**N. Governing Law, Consent to Jurisdiction**

This Grant 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 EOCCO and Grantee that arises from or relates to this Grant Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Multnomah 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 Portland, Oregon.

**Grantee, by execution of this Grant Agreement, hereby consents to the in personal jurisdiction of said courts.**

**O. Compliance with Laws**

Grantee shall comply with all Federal, State and local laws, regulations, executive orders and ordinances applicable to this Grant Agreement or to the performance of Grantee’s obligations as they may be adopted, amended or repealed from time to time, 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 regulation. These laws, regulations, executive orders and ordinances are incorporated by reference herein to the extent that they are applicable to this Agreement and required by law to be so incorporated. EOCCO’s performance under this Agreement is conditioned upon Grantee’s compliance with the provisions of ORS 279B.220, 279B.230, 279B.235 and 279B.270, which are incorporated by reference herein.

**P. Termination**

EOCCO may terminate this Grant Agreement:

1. Without cause upon 90 days’ prior written notice by EOCCO to Grantee; or
2. Immediately upon written notice to Grantee if there is a threat to the health, safety or welfare of any of the Grantee’s clients, including any Medicaid eligible individual, under its care.

Grantee may terminate this Grant Agreement without cause upon 90 days prior written notice by Grantee to EOCCO.

**Q. Limitation of Liability**

In no event shall EOCCO be liable for any damages, including, without limitation, direct, indirect, special, incidental or consequential damages or expenses for any negligence, breach of contract or any other act arising out of or relating to this Grant Agreement or the activities covered herein.

In no event shall EOCCO or its affiliates be responsible for Grantee’s debts or liabilities in the event of insolvency.

**R. Indemnification**

Grantee shall defend, indemnify, and hold harmless EOCCO, its officers, directors, employees, agents, successors in interest, assigns, and members of the EOCCO's Grant Committee from and against all claims, suits, actions, losses, damages, liabilities, costs, and expenses of any nature whatsoever, including, but not limited to, the cost of legal defense, settlement, attorneys' fees and all related costs to the extent resulting from, arising out of, or relating to the activities of Grantee, including without limitation, the expenditure of Grant Funds, and its officers, employees, subcontractors, or agents under this Grant Agreement.

**S. Entire Agreement**

This Grant Agreement constitutes the entire understanding between the parties as to the subject matter of this Grant Agreement and supersedes all other agreements, whether written or oral, between the parties.

**T. Severability**

If any term or provision of this Grant 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 Grant Agreement did not contain the particular term or provision held to be invalid.

**U. Counterparts**

This Grant Agreement and any subsequent amendments may be executed in several counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Grant Agreement and any amendments so executed shall constitute an original.

**V. Amendments**

No amendment to this Grant Agreement will be effective unless it is in writing and signed by both parties.

**W. No Assignment**

Neither party may assign any of its rights or delegate any of its obligations under this Grant Agreement without the prior written consent of the other party. Any purported assignment or delegation in breach of this section will be void.

**X. Survival**

Sections J, K, M, N, O, Q, R, S, and T shall survive the expiration or termination of this Grant Agreement, as well as those provisions of this Grant Agreement that by their context are meant to survive expiration or termination. Expiration or termination of this Grant Agreement shall not extinguish or prejudice EOCCO's right to enforce this Grant Agreement with respect to any default by Grantee that has not been cured.

Grantee accepts responsibility for complying with this Grant Agreement's terms and conditions and will exercise full control over the activities described in Exhibit A and the expenditure of Grant Funds.

On behalf of Grantee, I understand and agree to the above terms and conditions of this Grant Agreement and certify my authority to execute this agreement on Grantee's behalf.

[Signature Page Follows]

**Signature Page**

**Grantee:**

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

Printed Name:   Melissa Lindsay  

Title:   Chair, Morrow County Board of Commissioners  

**Grantor:**

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

Printed Name: \_\_\_\_\_

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





## Public Health Department Community Benefit Initiative Project Narrative

Please follow the instructions below to complete your project narrative, providing complete answers to each question.

Project narratives may be up to 5 pages.

- A. Provide a detailed description of the project plan, including each of the following sections:
- I. Public Health Service Area that will be served by the project, which public health departments are involved, and the role of each in the project.

The Morrow County Health Department (MCHD) serves Morrow County (2,032 square miles) in its entirety, with an estimated population 12,680<sup>1</sup> MCHD provides nurse home visiting, communicable disease surveillance, emergency preparedness, environmental health, family planning, immunization and tobacco prevention services to clients. Morrow County has 2,851 enrolled EOCCO members and Morrow County Health Department provides services and access for all ages/populations. MCHD will solely manage the purchase, implementation and maintenance of the Patagonia Health electronic health record system and training module.

- II. Project goals:
  1. Negotiate contract to purchase a usable and affordable EHR system from Patagonia Health.
  2. Design and utilize a well-planned step-by-step process to implement and evaluate the EHR system for technical capability and need for technical assistance.
- III. (If EHR or technology-focused) Current EHR functionality and data collection capacity, and expected capability after project is implemented

Currently the MCHD has extremely limited capacity to electronically record client health information, collect data or provide meaningful reporting and information sharing. In our current practice and functionality, we are unable to delve into data to identify and target specific EOCCO populations. What capacity and ease of use is available is further limited to only a select few programs. Much of the in-house and out-of-house record keeping requires manual entry in numerous sites, manual uploading to the immunization registry, manual inventory of vaccine and medication management and manual entry of coding to every payer. The MCHD record "system" can best be described as a cumbersome, inefficient, prone to human error, and a cobbled together process with no central interface.

Morrow County Health Department serves all of Morrow County from the county seat in Heppner to satellite services in Lone, Boardman and Irrigon, 17-52 miles distant. Once implemented, the Patagonia EHR will centralize documentation; assist the health department to access records from any location; centralize scheduling; provide use of pre-loaded forms; improve data accuracy when multiple points of data entry are required; improve workload efficiency; reduce duplication; maximize revenue and reimbursement; provide for collection of clinical quality data; provide surveillance and follow-up capability; enhance reporting; transmit information to immunization registries; provide for use of service-specific records for maternal, child and adolescent health, family planning, STI/STD and immunizations and maintain HIPPA compliance through secure text message/email/fax.

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<sup>1</sup>Portland State University, College of Urban and Public Affairs - Population Research Center, Certified Population Estimate July 1, 2019.

The Patagonia EHR system will also enhance Morrow County Health Department in coordination of care with internal and external county health care providers in the EOCCO. This coordination of care will provide continuity of care to EOCCO clients, including reporting and follow up of shared clients with our community partners and more accurate data to work toward meeting incentive measures. With more OHA reporting requirements from incentive measures to social determinants of health, Health Information Exchange (HIE) becomes even more essential for Morrow County Health Department to partner with the EOCCO to better serve our shared population.

- IV. A detailed description of the planned activities and expected outcomes
- V. A detailed timeline of activities and who will complete each task

MORROW HEALTH IMPROVEMENT PLAN EXERPT: There are a number of strategies being implemented in Morrow County to continue to improve communication, coordination, planning and evaluation. In the priority area of 'Maternal, Child and Family Health', the goal is to promote the well family and increase availability of coordinated health services and resources available to serve children age 0-21, pregnant women and families, including the state priorities of adversity/trauma, social determinants of health, preventive care and behavioral health.

Task	Outcome	Deadline	Responsible Person
Purchase EHR system	Purchase completed and staff are readied for training and live use	5/1/2020	Health Department Director
Form an implementation team	Assist with training plan for implementation and receive feedback from users to improve long-term system use	5/1/2020 On-going	Health Department Director & Staff
Design a training plan	Users are fully trained to utilize Patagonia Health EHR	6/1/2020	Health Department Director and Implementation Team
EHR "live"	EHR available to MCHD users	3/1/2021	All Staff
Feedback from users provided to implementation team for troubleshooting	Challenges and questions are identified	On-going	Implementation Team
Work with Patagonia Health to troubleshoot issues	Questions are communicated to Patagonia Health and solutions are provided to resolve problems	On-going	Health Department Director or Project Leader
Staff evaluates first year usability of Patagonia Health EHR system	Challenges and questions are identified	3/31/2021	All Staff

- B. If EHR or technology focused: Describe the current state of your EHR data used to report on population-based metrics or new CCO quality metrics. Provide baseline data if available. Whether you are proposing to implement a new EHR or adding new functionality to an existing EHR, explain the data you aim to collect by the end of the funding period.

Currently the MCHD has extremely limited capacity to electronically record client health information, collect data or provide meaningful reporting and information sharing. In our current practice and functionality, we are unable to delve into data to identify and target specific EOCCO populations. What capacity and ease of use is available is further limited to only a select few programs. Much of the in-house and out-of-house record keeping requires manual entry in numerous sites, manual uploading to the immunization registry, manual inventory of vaccine and medication management and manual entry of coding to every payor. The MCHD record "system" can best be described as a cumbersome, inefficient, prone to human error, and a cobbled together process with no central interface.

Data to be collected by the end of the funding period:

1. OHP assistance and assignment to primary care providers
2. Childhood Immunization Status (Combo 2)
3. Immunization for Adolescents (Combo2)

C. Complete the table below if data is available, including baseline data and goals you will use to measure success. Please be sure to include actual available baseline data and create goals that take into account available data, such as your county's prior year rate, the numerator and denominator of patients if available, CHIP and EOCCO goals. Baseline data should be the prior year's final rate for the target population.

**Note:** If funded, you will be required to report on these data on interim progress reports and a final report. Grant disbursements will be tied to timely reporting and successful progress on proposed activities.

Focus Area	Activity Planned	Metrics	
Maternal, Child and Family Health  EHR	OHP assistors provide assistance with initial and renewal applications.	Baseline 1. Track # of EOCCO clients assisted. 258 (CY 2019) assisted. (213 New and 45 Renewal). Data from CARE Coordinator 2. Track the number of EOCCO members who were assigned to a primary care provider. O Assigned Narrative - Maintain current level of OHP application and renewal. Assist with prevention appointments. Follow up with clients after assignment of PCP and assist with establishment and appointment schedule.	Goal <u>200</u> New Applications 50% of all <u>new</u> Applications

		49.3% EOCCO Progress Report 2019 for entire County (75% is target Rate)	
	Through Oregon Mothers Care (OMC) Program and home-visit referrals, establish first prenatal care appointment with primary care provider, survey for health insurance, established dental care provider and assess transportation and food insecurity	Baseline Follow up to Track# of EOCCO (OMC) clients scheduled for first appointment and establishment of Prenatal care. 11 OMC Clients (CY 2019)	Goal 100%
	Childhood Immunization Status (Combo 2 )	Baseline Track# of EOCCO clients completing Two-Year-Old Immunization Combo. 63% Per OHA IQIP Assessment	Goal EOCCO 2020 Target Rate TBD
		2L13L20 VFC 2 Year PoQ	Progress
		79.3% EOCCO Progress reQort 2019 for entire <u>County</u>	Report, (also track EOCCO specific pop within EHR).
	Immunization for Adolescents (Combo)	Baseline Track# of EOCCO clients completing 13-Year-Old UTD HPV Immunization rate. 28% Per OHA IQIP Assessment	Goal 30%
		2L13L20 VFC 13 Year PoQ	Progress
		New IM, No EOCCO Data Avail	Report, (also track EOCCO specific pop within EHR).

D. Please list each member of the project team, their organization (if applicable), and thoroughly describe their roles and responsibilities on the project. All activities that are proposed in Question A should be represented.

Sheree Smith, MCHD Director - research, negotiate and purchase EHR system, identify implementation team and plan and schedule staff training.

Morrow County Health Department EHR Implementation Team (Vickie Turrell, Diane Kilkenny and Michelle Quiriconi) - assist with training plan for implementation and receive feedback from users to improve long-term system use.



- E. What could cause this project to have trouble or fail and how could you reduce this risk?
1. Unmet deadlines - assure scheduling dates are realistic and identified at on-set
  2. Interface compatibility with MCHD system and 'other' partner systems - work with vendor and state systems to identify areas that are problematic and address prior to purchasing and create a feedback loop for resolution
  3. Staff turnover - cross train and utilize VMSG database to assign responsibilities, track progress and deadlines, coordinate projects and manage workflow
  4. Conflicting workload - create a long-term implementation plan, training calendar and feedback loop
- F. Please list the any collaborating organizations involved in your project and submit a Letter of Commitment from each collaborating organization. Any organization that is listed must submit a letter (see Appendix 3 for a template).
- G. Describe a detailed plan for sustaining this effort once the project ends.

Support has been secured from the Morrow County Board of Commissioners; one commissioner is a member and regular attendee of the monthly CAC meeting and the other two commissioners are very familiar with the need for public health managers to implement EHRs to improve capacity, collect accurate data, create meaningful use electronic reports, increase revenue, collaborate with the state health department and other partner agencies and help prepare for CCO 2.0 health information exchange (HIE). EOCCO grant funds will be utilized for the initial EHR purchase and blended with county funds that have been identified to sustain the project. **See Attached Letter of Support from the Morrow County Board of Commissioners.**





er, OR 97836 541-676-5613

**Board of**

Commissioner Melissa Lindsay,  
Chair Commissioner Don Russell  
Commissioner Jim Doherty

February 26, 2020

Eastern Oregon Coordinated Care Organization Grant Review Committee,

The Morrow County Board of Commissioners fully supports the proposal from the Morrow County Health Department seeking funding through the EOCCO Public Health Grant for the purchase of an Electronic Health Record (EHR) system.

Morrow County Health Department staff have demonstrated leadership of health service access and delivery, and are proponents of improvement in the health of individuals. Additionally, Health Department staff have been supportive of the EOCCO from the beginning, actively participating at the local, regional and board level.

Currently, the Health Department utilizes a basic EHR for client record keeping with very limited functionality for billing and data reporting. The Board recognizes the need for the Health Department to obtain a more robust EHR system that would enhance the capability of client medical record keeping, improve immunization services, and streamline data entry and billing (improve efficiency, reduce errors and duplicity and result in greater revenue). An adequate EHR is also a requirement to pursue Public Health Accreditation.

The Morrow County Board of Commissioners are committed to providing the remaining needed funds to purchase the Patagonia EHR system, in addition to supporting needed staffing and maintenance costs for functionality and ongoing monthly expenses.

We would like to thank you for your thoughtful consideration regarding approval of this grant application on behalf of the Morrow County Health Department.

Sincerely,

Handwritten signature of Melissa Lindsay in blue ink.

Melissa Lindsay Chair

Handwritten signature of Don Russell in blue ink.

Don Russell Commissioner

Handwritten signature of Jim Doherty in blue ink.

Jim Doherty  
Commissioner



## Sales Agreement

*Presented to*

**Morrow County Public Health-OR**  
2/26/2019

*Presented by*

Patagonia Health, Inc.

15100 Weston Parkway, Suite 204  
Cary, NC 27513

Contact Jason Suter

O: (919) 439-1251  
[jason@patagoniahealth.com](mailto:jason@patagoniahealth.com)

**AGREEMENT**

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This "Agreement" comprises the below "HIPAA Business Associate Agreement," the attached "Subscriber Services Agreement," and the attached "Order Form," is effective as of this the

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day of

\_\_\_\_\_, 2020 ("Service Effective Date"), and is made by and between Patagonia Health, Inc., located at 15100 Weston Parkway, Suite 204, Cary, North Carolina, 27513 ("Business Associate," "Vendor," or "PatagoniaHealth") and, **Morrow County Public Health**, located at 120 South Main Street, Heppner, Oregon 97836. ("Client" or "Subscriber").

**HIPAA BUSINESS ASSOCIATE AGREEMENT**

**WITNESSETH**

WHEREAS, in connection with the goods and/or services provided to Client, Business Associate may be given or otherwise have access to Protected Health Information ("PHI"), as that term is defined in 45 CFR Part 160.103; and

WHEREAS, Business Associate and Client intend to protect the privacy and provide for the security of any PHI disclosed to Business Associate, or to which Business Associate may have access, in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA") and regulations promulgated there under by the U.S. Department of Health and Human Services (the "HIPAA Regulations") and other applicable laws.

WHEREAS, as part of the HIPAA Regulations, the Privacy Rule that is codified at 45 CFR Parts 160 and 164 requires Client to enter into a contract containing specific requirements with Business Associate prior to the disclosure of or providing access to PHI as set forth in the Privacy Rule, including without limitation 45 CFR Sections 164.502(e) and 164.504(e).

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth below, Client and Business Associate agree as follows:

**1. Definitions**

Terms used, but not otherwise defined, in this HIPAA Business Associate Agreement shall have the same meaning as those terms as set forth in HIPAA and the HIPAA Regulations.

**2. Requirements**

1. Business Associate agrees to not use or further disclose Protected Health Information received from Client other than as permitted or required by this HIPAA Business Associate Agreement, or as required by law.
2. Business Associate agrees to use appropriate safeguards to prevent the use or disclosure of any Protected Health Information other than as provided for by this HIPAA Business Associate Agreement, and to maintain the integrity and confidentiality of any Protected Health Information created, received, maintained or transmitted by Business Associate on behalf of Client.
3. Business Associate agrees to report to Client immediately any and all security incidents resulting in a breach of security involving Protected Health Information.
4. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this HIPAA Business Associate Agreement or applicable law.

**AGREEMENT**

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5. Business Associate agrees to report to Client any use or disclosure, or improper or unauthorized access, of the Protected Health Information not provided for by this HIPAA Business Associate Agreement.
6. Business Associate agrees that any agent, including a subcontractor, to whom it provides Protected Health Information, received from, or created or received by Business Associate on behalf of Client, shall be subject to obligations of confidentiality with respect to such information at least as protective of the Protected Health Information as provided under this HIPAA Business Associate Agreement.
7. Business Associate agrees to provide access, at the request of Client, during normal business hours, to Protected Health Information in a Designated Record Set, to Client or, as directed by Client, to an Individual in order to meet the requirements under 45 CFR Part 164.524.
8. Upon written request, Business Associate agrees to make any internal practices, books, and records maintained in the ordinary course of business and relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of Client available to Client, or at the request of Client, to the Secretary of Health and Human Services, or its designee, in a time and manner designated by Client or the Secretary, for purposes of the Secretary determining Client's compliance with applicable law, including without limitation, HIPAA and HIPAA Regulations.
9. Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Client to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR Part 164.528.
10. Business Associate agrees to provide to Client or an Individual, in the time and manner designated by Client, information collected in accordance with this HIPAA Business Associate Agreement, to permit Client to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR Part 164.528.
11. Business Associate agrees to report to Client any security incidents of which Business Associate becomes aware regarding Electronic Protected Health Information.

**3. Permitted Uses and Disclosures by Business Associate**

Business Associate may use or disclose Protected Health Information on behalf of, or to provide services to Client, as permitted under this HIPAA Business Associate Agreement. In addition:

1. Except as otherwise limited in this HIPAA Business Associate Agreement, Business Associate may use Protected Health Information for the proper management and administration or to carry out any present or future legal responsibilities of Business Associate.
2. Except as otherwise limited in this HIPAA Business Associate Agreement, Business Associate may disclose Protected Health Information for the proper management and administration and to fulfill any present or future legal responsibilities of Business Associate, provided that disclosures are required by law, or provided that Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as required by law or only for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
3. Except as otherwise limited in this HIPAA Business Associate Agreement, Business Associate may use Protected Health Information to provide Data Aggregation services as permitted by 42 CFR Part 164.504 (e)(2)(i)(B).



**AGREEMENT**

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The provisions of this HIPAA Business Associate Agreement shall not apply to Protected Health Information that Business Associate may receive from any source outside the scope of this HIPAA Business Associate Agreement or independent of its relationship with Client.

**4. Term and Termination**

**Term.** The Term of the obligations this HIPAA Business Associate Agreement shall become effective on the date of execution by Client, and shall terminate when all of the Protected Health Information provided by Client to Business Associate, or created or received by Business Associate on behalf of Client, or otherwise in Business Associate 's possession, is destroyed or returned to Client.

1. **Termination for Cause.** Upon Client's knowledge of a material breach by Business Associate, Client shall provide a reasonable time for Business Associate to cure the breach. If Business Associate does not cure the breach or end the violation within such reasonable time, Client may terminate this HIPAA Business Associate Agreement.

**5. Effect of Termination**

1. Upon termination of this HIPAA Business Associate Agreement, for any reason, Business Associate shall return or destroy all Protected Health Information received from Client, or created or received by Business Associate on behalf of Client, or otherwise in Business Associate's possession. Business Associate shall retain no copies of the Protected Health Information in any form.
2. In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Client notification of the conditions that make return or destruction infeasible. Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit any further uses and disclosures of such Protected Health Information to only those purposes that make the return or destruction infeasible.

**6. Miscellaneous**

1. **Regulatory References.** A reference in this HIPAA Business Associate Agreement to a section in HIPAA or the HIPAA Regulations means the section as in effect or as amended, and for which compliance is required.
2. **Amendment.** The parties agree to take such action as is necessary to amend this HIPAA Business Associate Agreement from time to time as is necessary for the parties to comply with the requirements of HIPAA and the HIPAA Regulations.
3. **Interpretation.** Any ambiguity in this HIPAA Business Associate Agreement shall be resolved in favor of a meaning that permits Client to comply with HIPAA and the HIPAA Regulations.

**Introduction:** Vendor has developed a subscription service as described herein (the "Service") which provides services that enable medical professionals and their staffs to maintain their patient Electronic Medical Record / Practice Management Systems (the "Records") within the Vendor Electronic Medical Record / Practice Management System Software (the "Software") through Vendor's secure network (the "Network") using the Vendor database repository (the "Repository"). Subscriber is an Organization which provides diagnostic and other medical services to patients. Subscriber and Vendor (the "Parties") desire for Vendor to provide Services to Subscriber under the terms set forth herein.

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

**1. Service Provisions**

**1.1 Software**

1. Vendor grants to Client non-exclusive and non-transferable rights to access and use the Service, subject to the terms and conditions below.
2. In consideration of the payments made in accordance with this Agreement, Vendor grants to the Subscriber non-exclusive, royalty-free, personal, non-transferable rights to access and use during the term of this Agreement to allow its Users (as defined in Section 1.3(b)) to use the Software only in connection with the Service. Subscriber shall ensure that its Users do not, copy, reverse engineer, decompile or disassemble the Software or use it for any purposes other than those expressly authorized herein.

**1.2 Internet Connection**

Subscriber shall have sole responsibility to contract for, install, and maintain during the term of this Agreement an Internet connection which will enable the Records updated by Subscriber of its patients to be transmitted via the Internet to the Vendor Network (as defined in Sec. 1.3(c, d)). The internet connection shall be established by installation date and shall be comparable with that specified and updated from time to time by Vendor.

**1.3 Service**

During the term of this Agreement, in consideration of Subscriber's payment of the appropriate fees as set forth on the Order Form and Subscriber's compliance with the provisions herein, Vendor shall provide the Service as follows:

1. Vendor shall provide services as for Subscriber's personnel who are authorized by Subscriber in writing to Vendor ("Named Users") in the use of the Software as it relates to the Services as set forth in the Order Form.
2. Vendor shall provide initial training for Subscriber's personnel who are authorized by Subscriber in writing to Vendor ("Named Users") in the use of the Software as it relates to the Services as set forth in the Order Form. Additional training requested by Subscriber shall be at the then-current hourly rate charged by Vendor. Subscriber shall allow only Named Users who have received proper training to utilize the Software and Vendor Network, and shall allow access only through passwords which comply with password requirements provided by Vendor. Subscriber shall protect, and ensure that its Named Users protect, the confidentiality of User passwords.
3. Users shall use the Software to transmit and update Records in the Vendor Repository via the internet connection through the Network.

4. Users shall use the Software to review Records in the Vendor Repository via the internet connection through the Network.

**1.4 Support**

Vendor agrees to provide support subject to Subscriber's payment of the applicable support fees as follows:

1. Help desk support shall be provided during Vendor's standard help desk hours, with Vendor's recognized holidays excluded. "Help desk support" is defined as reasonable telephone support, which ranges from addressing simple application questions to providing in-depth technical assistance.
2. Vendor shall, in its sole discretion, provide periodic releases of the Software which include enhancements and corrections, as applicable.
3. Vendor shall be responsible for maintaining only the current and next most current release of the Software.
4. Vendor shall not be responsible for technical support, or liable for breaches of warranty, for issues caused by any third-party hardware, software or connections, including the internet connection, by Subscriber's failure to maintain the most up-to-date anti-virus software.

**2. Payment**

Subscriber shall pay Vendor for Service as indicated on the Order Form. Subscriber will pay monthly for Service via automatic bank debit. Subscriber will provide necessary details on Debit Authorization Form. Vendor reserves the right to suspend Services upon five (5) days written notice to Subscriber until payment of overdue amounts is made in full. Vendor may adjust billing for actual user count on the first day of each (annual) anniversary from the Service Effective Date.

**3. Limited Warranties**

**3.1 Vendor Warranties**

Vendor warrants to Subscriber:

1. That the Service will function during the term of this Agreement substantially in accordance with the Service specifications provided to Subscriber by Vendor from time to time. Subscriber shall promptly notify Vendor in writing (as defined in Section 9.4) of the details of any material non-conformance to such Service specifications, and Vendor shall use commercially reasonable efforts to promptly correct or re-perform any Services to remedy such non-conformance of which it is so notified at no charge to Subscriber.
2. That it has, and will have during the term of this Agreement, all necessary rights to enter into and perform its obligations under this Agreement and to provide the Services as set forth in this Agreement, and that the Services shall be performed in accordance with all applicable laws and regulations.
3. That it will comply with privacy requirements as listed in the HIPAA Business Associate Agreement.

**3.2 Subscriber Warranties:**

Subscriber warrants to Vendor

1. That Subscriber has, and will have during the term of this Agreement, all necessary rights, title and license to enter into and perform its obligations under this Agreement, including the rights to use all software, and connections, including the internet connection.
2. That Subscriber will comply with all applicable laws and regulations in the use of vendor's software, as well as Subscriber's clinical and ethical standards, policies and procedures, and industry standards, in handling Protected Health Information (PHI), as defined by Privacy Regulations issued pursuant to the Health Insurance Portability and Accountability Act ("HIPAA") as they relate to

**AGREEMENT**

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individuals, and that Subscriber has all necessary rights and consents from individuals whose Records are transmitted over the Vendor Network for the purposes set forth herein.

**4. Disclaimers**

Subscriber acknowledges that factors beyond the reasonable control of Vendor, including without limitation, non-conformance with the Service functions by Subscriber or its personnel, or software, hardware, services or connections supplied by third parties, may have a material impact on the accuracy, reliability and/or timeliness of the compliance of the Services with the Service specifications. Notwithstanding any contrary provisions of this Agreement, in no event shall Vendor be responsible for any non-conformities, defects, errors, or delays caused by factors beyond the reasonable control of Vendor. The warranties expressly set forth in this section are the only warranties given by either party in connection with this Agreement, and no other warranty, express or implied, including implied warranties of merchantability, title, and fitness for a particular purpose, will apply.

**5. Intellectual Property**

Subscriber acknowledges and agrees that between the Parties, Vendor exclusively owns all rights to the Software, the Vendor Network, the Service, all materials, content and documentation provided by Vendor, and all derivatives to and intellectual property rights in any of the foregoing, including without limitation, patents, trademarks, copyrights, and trade secrets. Subscriber shall promptly advise Vendor of any possible infringement of which Subscriber becomes aware concerning the foregoing. Vendor acknowledges and agrees that, between the parties, Subscriber owns all data submitted by Subscriber or its personnel to Vendor or the Vendor Network.

**6. Confidentiality**

Each party agrees: (a) that it will not disclose to any third party or use any confidential or proprietary information disclosed to it by the other party (collectively, "Confidential Information") except as necessary for performance or use of the Services or as expressly permitted in this Agreement; and (b) that it will take all reasonable measures to maintain the confidentiality of all Confidential Information of the other party in its possession or control, which will in no event be less than the measures it uses to maintain the confidentiality of its own information of similar importance. "Confidential Information" shall include all non-public information of either party disclosed hereunder, including without limitation, the Software, technical information, know-how, methodology, information relating to either party's business, including financial, promotional, sales, pricing, customer, supplier, personnel, and patient information. "Confidential Information" will not include information that: (i) is in or enters the public domain without breach of this Agreement; (ii) the receiving party lawfully receives from a third party without restriction on disclosure and without breach of a nondisclosure obligation;

(iii) the receiving party knew prior to receiving such information from the disclosing party; or (iv) develops independently without use of or resort to the other party's Confidential Information. Subscriber consents in advance to the use of Subscriber's name and logo as a customer reference in Vendor marketing materials and other promotional efforts in connection with Service.

**7. Term and Termination**

This Agreement shall be in effect for an initial five-year term from the Service Effective Date. The term of this Agreement shall automatically renew for subsequent five-year periods unless either party notifies the other in writing at least three months prior to the end of the then-current term of its intent not to renew. Upon termination or expiration of this Agreement, Subscriber's right to use the Service or access the Vendor Network shall cease and each party shall return to the other party or destroy, with the consent of the disclosing party, all Confidential Information of the disclosing party. Upon termination for any reason, Subscriber shall pay Vendor all amounts incurred for Services performed prior to the effective date of termination and all amounts due for remaining term of the Agreement. All payments made are non-refundable. Upon termination and if subscriber is current on payments, Vendor shall provide subscriber their data in a federally defined Continuity of care Document CCDA format, at no additional cost. If requested by Subscriber, Vendor can provide additional data extraction services at additional cost.

**AGREEMENT**

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**8. Limitation of Liability**

In no event will either party be liable for any damages for loss of use, lost profits, business loss or any incidental, special, or consequential damages whether or not such party has been advised of the possibility of such damages, except for each party's indemnification obligations herein, each parties rights with regard to intellectual property, confidentiality obligations pursuant to section 6, and excluding subscriber's payment obligations pursuant to this agreement, in no event shall either party's liability in connection with or arising out of this agreement or the services exceed the service fees for three (3) month paid to Vendor by subscriber prior to the date the claim arose. Subscriber shall indemnify Vendor and hold Vendor harmless against any and all claims, demands, actions, or causes of action arising from, related to, or alleging negligence or other wrongful conduct in the diagnosis or treatment of any patient.

8.1 **Insurance:** During the entire term of this Agreement, Vendor shall maintain, at its own expense, insurance in the following minimum amounts and classification:

**LIMITS OF LIABILITY**

**Workmen's Compensation and Employer's Liability**

Workers' Compensation	AS REQUIRED BY STATUTE
Employer's Liability	\$100,000 bodily injury for each accident \$100,000 each employee for disease \$500,000 disease aggregate

**Commercial General Liability**

Bodily Injury	\$1,000,000 each occurrence \$2,000,000 aggregate
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**Comprehensive Automobile Liability**

Combined Limit	\$1,000,000
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**Technology Errors & Omissions and Cyber Liability including Identity Theft, Information Security and Privacy Injury**  
\$5,000,000 each wrongful act and aggregate

All insurance policies required must be from an insurance carrier licensed to do business in the State of Subscriber. Vendor agrees to furnish proof of required insurance to the Subscriber when requested.

**9. General Provisions**

**9.1 Assignment**

Neither party may assign this Agreement, in whole or in part, without the other party's prior written consent except in the event of an assignment pursuant to the sale of all or substantially all of the assigning party's business or assets. Any attempt by either party to assign this Agreement other than as permitted above will be null and void.

**9.2 Force Majeure**

Vendor will not be responsible for any failure to perform due to causes beyond its reasonable control, including, but not limited to, acts of God, war, riot, failure of electrical, internet or telecommunications service, acts of civil or military authorities, fire, floods, earthquakes, accidents, strikes, or fuel crises.

**AGREEMENT**

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**9.3 Arbitration and Governing Law**

All claims, disputes, or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof shall be subject to and finally decided by mandatory and binding arbitration to be conducted in Wake County, North Carolina in accordance with the Arbitration Rules of the American Arbitration Association currently in effect as of the date of filing of any claim for arbitration. This Agreement will be governed by and construed in accordance with the laws of the State of North Carolina without regard to its conflicts of law principles

**9.4 Notice**

Any notice under this Agreement will be in writing and delivered by personal delivery, overnight courier, or certified or registered mail, return receipt requested, and will be deemed given upon personal delivery, two (2) days after deposit with overnight courier or five (5) days after deposit in the mail. Notices will be sent to the Parties to addresses stated in this Agreement, or such other address or designee provided in writing by Parties.

**9.5 No Agency**

The Parties are independent contractors and will have no power or authority to assume or create any obligation or responsibility on behalf of each other. This Agreement will not be construed to create or imply any partnership, agency, or joint venture.

**9.6 Waiver**

No failure or delay by any party in exercising any right, power, or remedy under this Agreement, except as specifically provided herein, shall operate as any waiver of any such right, power, or remedy.

**9.7 Severability**

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable for any reason, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way. The Parties agree to replace any invalid provision with a valid provision that most closely approximates the intent and economic effect of the invalid provision.

**9.8 Survival**

The following provisions shall survive any termination or expiration of this Agreement: All definitions, and Sections 4 through 9.

**9.9 Entire Agreement**

This Agreement, constitutes the complete and exclusive agreement between the Parties with respect to the subject matter hereof, superseding any prior agreements and communications (both written and oral) regarding such subject matter. This Agreement may only be modified, or any rights under it waived, by mutual agreement of both Parties.



**Term:** ORDER FORM

This Agreement will run for an initial term of five (5) years from the Service Effective Date. All fees including monthly subscription fees will increase, at the beginning of each year, by either 4% or US CPI whichever is higher. All payments made are non-refundable. Vendor may adjust billing for actual named user count at the beginning of each month. Subscriber is responsible for managing and keeping current all active and inactive users in the Vendor system. All professional service fees, after first year, charged at the then current rate.

**Marketing:** Client provides permission for use of Client's name in Vendor's marketing material including videos and case studies.

Item / Description	Quantity	One-Time Upfront Charge	Monthly Subscription Fee
<p>Includes: Named Users</p> <p>Includes: Base System: complete, end to end, patient registration, electronic charting, billing and reporting system. Enter data once and it auto-populates throughout the system.</p> <p>Includes Federally certified EHR. Ensures EHR meets all the federal standards including, but not limited to, stringent privacy, security requirements and clinical quality measures. No separate or additional charge for meaningful use certification upgrade.</p> <p>Web based, Software as a Service (SaaS) EHR eliminates the need for cost and maintenance of servers on customer premises .</p> <p>Includes Electronic Prescription (Surescript gold certified), no separate or additional per provider charges</p> <p>Connectivity to clearinghouse, no separate or additional clearinghouse EDI charges.</p> <p>Includes upgrade to ICD, CPT and DSM codes, no separate or additional charges for codes or upgrades</p> <p>Patient portal (meaningful use compliant), no separate or additional charges for users</p> <p>Secure Messaging (staff to staff and agency to patient).</p>	15	Included	Included
<p><b>System Setup and Configuration:</b> Patagonia Health will set up customer complete EHR (including any calendar, sliding fee scale, programs, clinical templates, billing and connectivity to clearinghouse) based on customer need.</p>		Included	NA
<p><b>Data Migration:</b> Import of customer provided Patient Demographic data.</p>		Included	NA
<p><b>Interface:</b> Oregon State Immunization Registry. (ALERT IIS)</p>		Included	Included

**SALES AGREEMENT**

Item / Description	Quantity	One-Time Upfront Charge	Monthly Subscription Fee
<b>Immunization Inventory App:</b> Vaccine tracking and inventory management.		Included	Included
<b>Immunization Barcode Scanning Software:</b> Barcode Scanning Software to support Immunization Inventory App. Increase speed and accuracy of immunization inventory. (Barcode Scanner to be purchased separately by the Health Department.)		Included	Included
<b>Pharmacy App:</b> Designed for local health departments to automate medication dispensing, tracking, audit and inventory control.		Included	Included
<b>Electronic Patient Consent Forms with Editor Tool:</b> Allows patients to sign all of your county's consent forms electronically. Patagonia Health will setup the initial 5 consents provided during implementation and train you to use the consent editor tool, allowing for unlimited number of patient consents to be generated.	5	Included	Included
<b>Communicator App:</b> Automated patient appointment reminders via text, voice and/or email.		Included	Included
<b>Patient ID Scanning Feature:</b> Directly scan patient ID and/or insurance card information into patient demographics (Scanners to be purchased by the customer) (Monthly Price is for 3 Scanners).	3	Included	Included
<b>Electronic Fax:</b> Allows for paperless inbound faxes with quick and easy outbound faxing. Unlimited number of fax pages. (Price is per 1 fax line).	1	Included	Included
<b>EMR Direct Messaging:</b> Send patient records as referrals to other providers in the community in standard CCD format.	1	Included	Included
<b>Document Import:</b> Bulk uploading of documents via Secure File Transfer Protocol (SFTP).		Included	N/A
<b># of Onsite Training Days:</b> (Note: Days quoted are per person days).	4	Included	NA
<b>Training (Videos):</b> Unlimited, on-demand, access by each user to built-in training videos.		Included	NA
<b>Remote Training via Web Meeting:</b> Includes 8 hours base. Additional hours sold in 2-hour increments (4 hours min) at \$100/hour.		Included	NA

<b>Total Payments</b>	
1. Monthly On-going subscription fee Payments: First 2 months are free. Monthly payments start 1st day of 3rd month from the contract sign date. This includes a time limited discount for signing an agreement by an assigned date.	\$1,460.00
2. Initial Start Up Payment payable upon contract signing: Includes initial Set up (\$36,710.00) + Training (\$10,000.00) + first monthly subscription fees (1 * \$1,460.00/month) = \$38,170.00.	\$48,170.00

**AGREEMENT**

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**5-Year Price:**

<b>Pavments</b>						
	<b>1st Year</b>	<b>2nd Year</b>	<b>3rd Year</b>	<b>4th Year</b>	<b>5th Year</b>	<b>Total 5 Years</b>
Payments to Patagonia Health	\$61,310.00	\$15,620.80	\$16,245.63	\$16,895.46	\$17,571.28	\$127,643.17

**AGREEMENT**

**PAYMENT SCHEDULE OPTIONS:**

**OPTION A (Payment Terms):**

Initial to Accept Option A: \_\_\_\_\_ -

(a) Upfront Payment (implementation, training and first month's payment):

\$48,170.00

*(Due within 30 days of contract date)*

(b) Ongoing Monthly. First 2 months free. Each monthly Payment:

\$1,460.00

**\$61,310.00**

(c) Total First Year Payments (\$48,170.00 + 9 \* \$1,460.00):

Initial to Accept Option B: \_\_\_\_\_ -

**OPTION B (All Annual Payments, each year, paid in advance):**

(a) Total Year 1 Contract Amount:

\$61,310.00

(b) Discount on only first year total payment (2%)

**-\$1,226.20**

(c) Total Payment after discount for Year 1:

**\$60,083.80**

*(Due within 30 days of invoice/contract date)*



**AGREEMENT**

Optional Items / Descriptions	Quantity	One-Time Upfront Charge	Monthly Subscription Fee	Initial to Purchase
<b>Data Migration:</b> Import of customer provided select Clinical data		\$4,000.00	N/A	
<b>FPAR CVR File Upload:</b> For uploading into Ahlers System (If Patagonia Health can meet state documentation requirements).		\$3,000.00	\$100.00	
<b>Interface:</b> State Disease Surveillance System.		\$12,500.00	\$175.00	
<b>Interface:</b> Commercial Lab: Results Only.		\$7,000.00	\$100.00	
<b>Interface:</b> Commercial Lab: Orders & Results.		\$12,500.00	\$150.00	

**NOTES:**

*Pricing of optional items is guaranteed for 12 months from contract signing and can be added at any time.*

ACH PREAUTHORIZE  PAYMENTS (DEBITS)

Starting from date \_\_\_\_\_ / \_\_\_\_ / 2020, I hereby authorize Patagonia Health Inc. to initiate debit entries or such adjusting entries, either debit or credit which are necessary for corrections, to my Checking \_\_\_\_\_ Or \_\_\_\_\_ Savings \_\_\_\_\_ account indicated below and the financial institution named below to credit (or debit) the same to such account.

FINANCIAL INSTITUTION NAME

CITY, STATE

TRANSIT/ROUTING NUMBER

ACCOUNT NUMBER

I understand that this ACH authorization will be in effect until I notify my financial institution in writing that I no longer desire ACH, allowing it reasonable time to act on my notification. I also understand that if corrections in the debit amount are necessary, it may involve an adjustment (credit or debit) to my account.

I have the right to stop payment of a debit entry by notifying my financial institution before the account is charged. If an erroneous debit entry is charged against my account, I have the right to have the amount of the entry credited to my account by my financial institution. I agree to give my financial institution a written notice identifying the entry, stating that it is in error, and requesting credit back to my account. I will provide this written notice within 45 days after posting.

NAME

PRACTICE NAME

SIGNATURE

DATE



**SIGNATURE PAGE**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representative.

SIGNATURES:

**Vendor (Patagonia Health, Inc.)**

Signature:

Name: Ashok Mathur

Title: CEO

Email:

ashok@patagoniahealth.com

Phone: (919) 622-6740

**Client**

Signature:

Date:

Name:

Title:

Phone:

Fax:

Email:

Cell:

Email for Invoices:

**FORM INSTRUCTIONS**

1. Please review and fill out the agreement.
2. Signed Sales Agreement can be either faxed to Patagonia Health, Inc., at F: (919) 238-7920 Or emailed to sales@patagoniahealth.com Or mailed to Patagonia Health Inc., 202, Midenhall Way,

Cary, NC 27513

*(Note Business address is: 15100 Weston Parkway, Suite 204, Cary, NC 27513)*

**Please call your representative with any question.**



*PatagoniaHealth*



***Implementation and Training Plan (sample):  
Electronic Health Record and Integrated Practice  
Management/Billing Software Solution***

***2018 (sales/marketing v.1)***



**Contact:**

***Don Sargent***

Director, Customer Experience

[don@patagoniahealth.com](mailto:don@patagoniahealth.com)

Phone: 919-429-8967

Patagonia Health, Inc.

15100 Weston Parkway, Suite 204

Cary, NC 27513

[www.patagoniahealth.com](http://www.patagoniahealth.com)

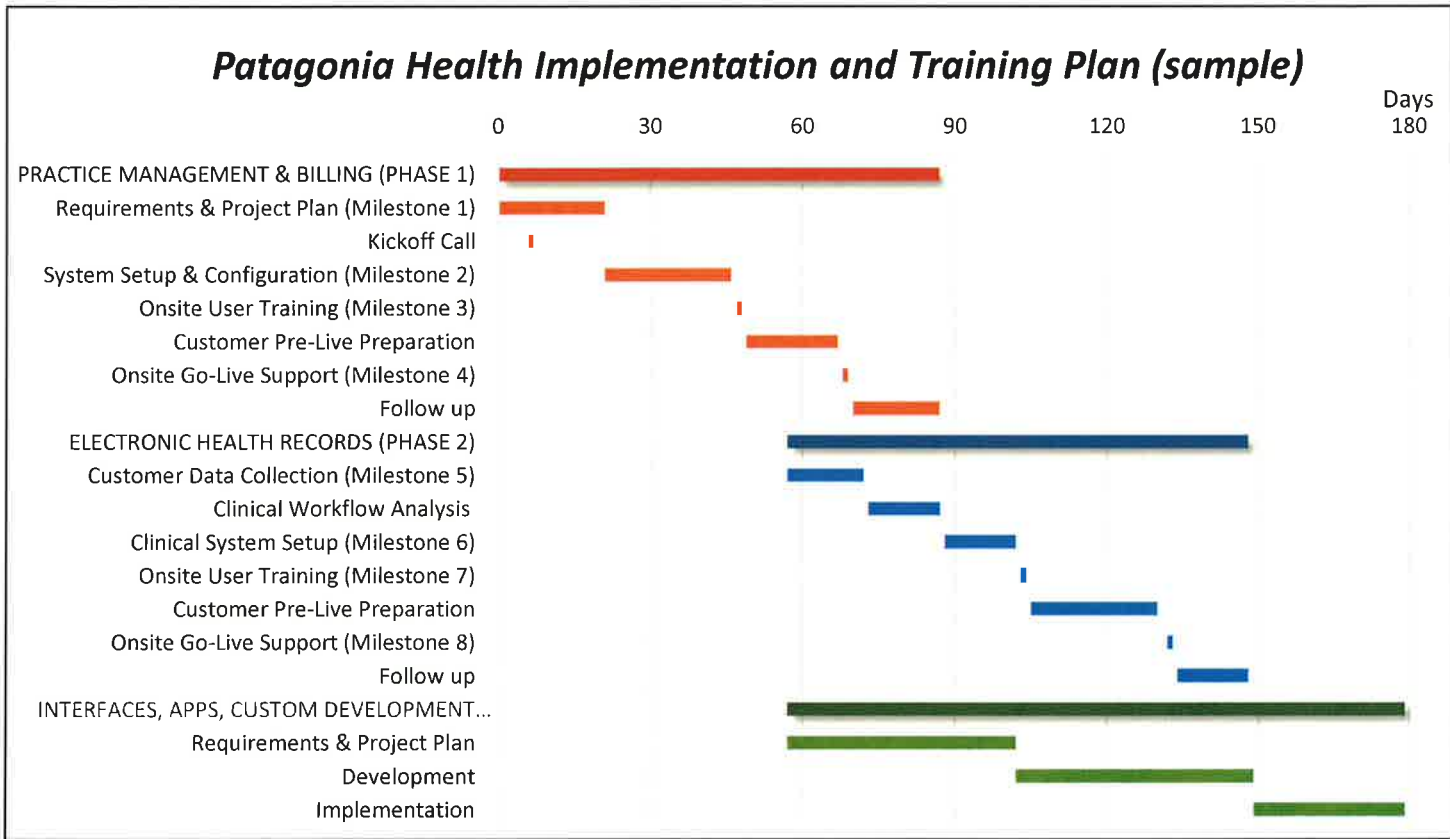
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## 1.0 Executive Summary

Patagonia Health Inc. would like to thank you for selecting Patagonia Health as your software solution comprising Practice Management PM, electronic Billing and Electronic Health Record (EHR). This document provides an overview of steps and timeline to Go Live. In addition, documents needed from you to start the system set up process are included. At any time, please feel free to contact us if you need any additional information or clarification. Following provides an overview of considerations to Go Live:

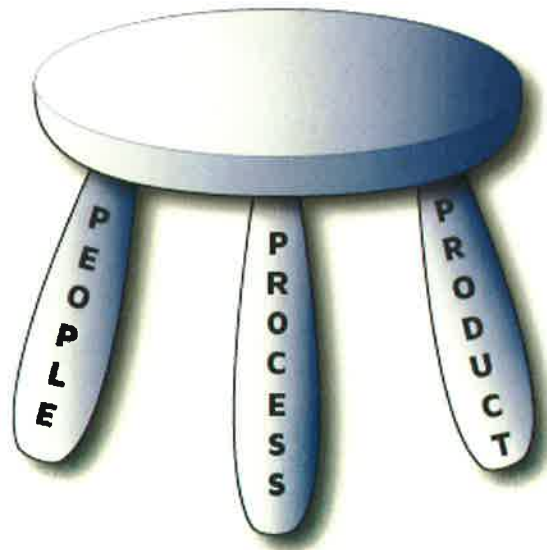
1. **Management Kick-off Call:** The first activity in which a new Patagonia Health customer will participate is the Management Kick-off call. This is a high-level call covering broad next steps. During this call, various agenda items are discussed, including; the implementation and rollout strategy, initial timelines and schedules, and overall project expectations. This call will take approximately one hour.
2. **Phases of Rollout:** Getting started with Patagonia Health is a simple process, as the system functionality is flexible and easy to learn. The system can be implemented in basically two fundamental ways; the “big bang” approach, which essentially rolling out all functionality at the same time, or the “phased Implementation”, which is rolling out functionality in logical, sequential manner. At Patagonia Health, we recommend implementing with a phased approach when possible, as our customers feedback is that they prefer it too. The phased implementation is preferred as it minimizes disruption to client organization while providing an opportunity for client team members to get comfortable with the system. Following phases are recommended:
  - a. **Phase 1 - Practice Management PM and Billing:** Practice Management consists of patient registration including patient/provider appointments/scheduling, patient demographic, family income, sliding fee scale, and declaration of income sign-off etc. Electronic Billing comprises of collecting patient payments, electronic insurance eligibility, sending electronic claims to payers (e.g. Medicaid, Blue Cross Blue Shield etc.), receiving electronic remittance advice, patient statements and comprehensive financial reports.
  - b. **Phase 2 - Electronic Health Record EHR:** EHR comprises of electronically capturing patient clinical information by clinicians (including nurses, extended role nurses, mid-level and MDs etc.), Document Management (including uploading any scanned documents or electronic fax) and electronic Interfaces to any external systems (e.g. Labs such as Labcorp or State Lab etc.) and Interfaces to local devices (e.g. label printers etc.).
  - c. **Phase 3 - Interfaces, Apps and Custom Development:** Some customers may have purchased optional Apps (e.g. “Communicator App”, Small LHD “Pharmacy App” or “GIS Health Mapping App”) and requested optional interfaces to other software systems (e.g. to a hospital lab system or another software product). These optional capabilities will be deployed after the team has been trained and is comfortable and proficient with the Phase 1 and Phase 2 functionality. Interfaces to other software systems is dependent on scheduling and readiness of the other vendor software system. Similarly interfaces to State systems (e.g. State labs, Immunization Registry, Electronic Disease Surveillance Systems etc.) and connectivity to State Health Information Exchange HIE will be implemented depending on availability and timing of interfaces with the state systems.
3. **Implementation Project Plans:** The Patagonia Health team will work side-by-side with each customer in an effort to identify and account for the specific needs of that customer. In doing so, we will define project plans to help coordinate all aspects of the implementation and training process that are customized for each customer, while also adhering to implementation best practices and previous implementation experiences. The sample Patagonia Health Implementation Project Plan below illustrates the three main project phases and the key milestones within each. Within this document more details about each of these milestones is provided.



4. **Customer Leadership/Transition Team:** Changing from paper (or an existing electronic system) is a big change for people in an organization. This requires change management. For a successful transition, the following are some of the roles and responsibilities to consider. Depending on the organization size, skills and make up; these roles can be played by an individual or multiple people. For example, in organizations with 50 or less users; roles defined below in b), c) and d) can be played by one single person. All leaders must be given the authority to drive forward change.
- a. **Team Leader/Champion:** This is a difficult change for some people thus it is important for the organizational leader to be visible and communicate the direction and support for this transition. This person can be a Health Director, Health Administrator, or CEO/COO/CFO.
  - b. **Project Manager:** Depending on the size of an organization, this role can be played either Phase 1 or Phase 2 Transition leader. In larger organizations, this role can be played by an IT leader. This person is responsible to ensure overall aspects of project are moving forward as per plan. Project manager is single point of contact for overall project success, communication with Patagonia Health and other vendors (e.g. for interfaces) with other vendors/parties. Ensure that Patagonia Health team is getting the information needed to set up the system as well as ensure all customer equipment is in place, IT is ready, logistics are in place for training and system go live. Project manager is also responsible to keep track of any minutes, actions items, reporting of any problems to Patagonia Health.
  - c. **Phase 1 (PM/Billing) Transition Leader:** This person is responsible for making sure that the team is successfully able to transition and go live with the Phase 1. During system set up, training and Go live; decisions will need to be made on how to configure the system (e.g. for set up and configuration of appointment book) or how to use the new technology to best use (vs. old processes). Thus this person needs to be close enough to staff who will be using the system and must have direct (reporting) authority over the phase 1 staff. A Clerical Supervisor who is close to day operations may be a good person for this role.



- d. **Phase 2 (EHR) Transition Leader:** This person is responsible for making sure that the team is successfully able to transition and go live with Phase 2. During system set up, training and Go live; decisions will need to be made on how to configure the system (e.g. reviewing clinical forms with providers ) or how to use the new technology to best use (who does what and when). Thus this person needs to be close enough to staff who will be using the system and must have direct (reporting) authority over the phase 2 staff. A Nursing Supervisor who is close to day operations may be a good person for this role.
5. **Change Management:** Recognize that this is a BIG CHANGE for individual staff members. Each staff member will learn differently and at their own pace. As leaders, you need to provide the resources, support, training and prodding (as needed) to make a successful transition. There will be bumps along the way and as a team we can overcome them. There are three components involved in switching to an EHR.



**Figure: Three legs of a stool for a successful EHR Transition**

The three critical components for a successful EHR transition. Customer transition leadership team needs to understand these different components and actively manage for successful transition:

- a. **Technology:** Patagonia Health provides the software product. Patagonia Health team can help train users on the product.
  - b. **Process:** With introduction of an EHR or switching to a different EHR; there may be opportunity to streamline workflow, increase revenue and improve efficiencies. During transition, your organization needs to review how you wish to take advantage of the new technology. Leadership team can decide to use the technology and carry over old processes or adopt new processes to streamline workflow. Patagonia Health trainers can share with you experience of other teams while highlighting pros and cons of each approach. In the end, it is your decision. During training, project leaders can make note of process changes which may need to be discussed offline and decisions made. Each organization can discuss how they wish to use the new technology. It is a best practice to document workflow and process changes which will be implemented. This can be documented by transition leaders.
  - c. **People:** This is the biggest and most important to manage for a successful transition. It is a big change and some people may be frustrated that now they have to use computers. Here local leadership needs to be engaged and help people transition to a new technology.
6. **Planning Considerations:** Following are important planning considerations
    - a. **Cut back on patient schedule:** Make sure the patient schedule is cut down for training days as well as reduced patient visits as staff gets comfortable with the new EHR.



- b. **Practice make perfect:** Ensure that, after training, your staff practices and uses the system. Some customers have set up a) weekly lunch and learn sessions b) set up small rooms where team can practice doing a patient chart.
  - c. **Computer purchases and Wi-Fi:** If purchasing computers, purchase them well ahead of training. Make sure staff has been using computers and are familiar with devices prior to training date. For staff using laptops, please ensure that Wi-Fi is all set up and has no dead spots.
  - d. **Staff Computer Skill Assessment and training:** You may also get your IT folks to assess each individual computer skills and comfort level. Your IT team can provide some computer training.
  - e. **Interfaces to Labs etc.:** If the customer has purchased certain interfaces (e.g. to Labcorp or HIE etc.) then customer needs to contact other system owners to request an interface to Patagonia Health EHR. Each vendor has their own process which must be followed. Some vendors (e.g. labs) may have a waiting time thus it is important to contact them early in the process.
  - f. **Scanner Readiness:** Scanning training is done post phase 2 training. Please make sure scanner is ready and set up prior to this training.
7. **Training and Go Live Dates:** During this call, following dates will be discussed and decided:
- a. Phase 1 (PM/Billing) On Site Training Dates.
  - b. Phase 1 (PM/Billing) Go Live Date. If requested, Patagonia Health trainer can be present at customer site for the Go Live and provide any support needed.
  - c. Phase 2 (EHR) On Site Training Dates.
  - d. Phase 2 (EHR) Go Live Date. If requested, Patagonia Health trainer can be present at customer site for the Go Live and provide any support needed.
  - e. Phase 3 Plan: These will be discussed in broad terms. Exact dates for Phase 3 will be decided around Phase 2 or depending on discussions with other software system vendors.
8. **Go Live for each Phase:** To get to Go Live, system needs to be set up for each customer and user training completed. At this stage users get comfortable with system and start ramping up to use with limited patients. During this period, customer team also reviews how best to use the new technology and adopt it within the organizational workflow. Once the limited team above is comfortable with the technology and processes are defined, the whole organization can start using the Patagonia Health application. User training and check list is provided in this document for various steps to Go Live.

# 2.0 PHASE I

## **Milestone 1: Complete Phase I Customer Data Collection:**

### **Step 1: Initial Management Kick Off with the customer's Leadership Team.**

In order to start the set up and configuration of your system set up, set up questionnaires as listed below will be emailed to the customer. Please complete these questionnaires and email them back to your Implementation and Training contact person. These questionnaires will be explained during the initial Management Kick Off set up with the customer's project manager.

1. **Patagonia Health Set up Questionnaire for Public Health**
2. **Patagonia Health Staff List**
3. **Patagonia Health Billing Questionnaire for Public Health**

## **Milestone 2: Customer system set up Complete and Prepare for Phase I Training:**

Patagonia Health team will set up and configure the system for each customer. During this period, Patagonia Health will reconfirm training dates for User Training at the customer site, review training logistics and Phase I GO LIVE date.

### **Step 2: Required Preparation by the Customer prior to Phase I User Training**

The following summarizes the preparation required, by the customer, prior to the Phase I User Training.

- i) Decide on an internal Project Manager responsible for the roll out of the Phase I: Practice Management and Billing System, in your Health Department. This person should also be the single point of contact for communication with Patagonia Health.
- ii) If the number of users is greater than 15, then it is recommended to select a small core team of users (Maximum per training session is 15) to be trained first. Once the core team is trained, the system can be rolled out to other users with the help of the core team. The core team will use the system for the next few weeks to learn and decide how to best integrate the new software into the organizations workflow.
- iii) Ensure that all selected staff is available and are focused on the training date and at the agreed time. It is important that the trained staff immediately begin to use the new functionality of EHR/PM/Billing after the training has been completed. Sufficient time should be allowed for these users to practice and get proficient in the use of the new software.
- iv) Users should have experience or be familiar with the laptops that will be used in training.
- v) Identify and assign tasks to appropriate individuals to carry out the post training activities outlined below.
- vi) Assign a Practice Administrator who will perform various user maintenance activities such as add/delete of users, staff access rights/role matrix, etc.
- vii) **Review Phase II EHR Training Day checklist**
  - (1) **Customer Check List:**
    - (a) All staff members using the system need to be present through the entire training.
    - (b) All staff members need to have computers/ laptops with the recommended configuration (refer to the Welcome package section on computer/IT set up. The computers, at least should have, **Mozilla Firefox, Adobe Flash player and PDF Viewer** installed on it.
    - (c) Projector and projection screen. This is should set up and ready to be used before training start.
    - (d) Room arrangement: Tables and chairs need to be arranged in the room so that all attendees can comfortably use a laptop and can view and read the display from the projector easily. This should set up and ready to be used before the training start.
    - (e) Internet connection , if wireless please have the **wireless network and password** available IT staff should be present or available for any issues at the start of the training and for the first hour or so. The IT staff should be available, via phone etc., during training period in case there are any issues.
    - (f) Option to coordinate bringing lunch in, if desired, as it can provide extra time with communication or answer any questions from morning session.
    - (g) Any notes pads, pens etc. which staff may need to take notes.
    - (h) Print out of Training Agenda and Quick Guide for staff members attending training.

**(2) Patagonia Health Team Check List:**

- (a) There will be one trainer conducting the training. Additional trainers or implementation/workflow specialists (if requested) can be provided at additional cost.
- (b) Staff User ID and passwords.

**Milestone 3: Phase I User Training Start & Configuration:**

Once the set-up of the client EHR is complete, an on-site Phase I User Training will be conducted. During the on-site training, the system will be further configured to fit into the typical workflow of the organization as well as ensure accuracy of customer data. The team leader and team members can jointly decide to configure the system to meet their specific workflow needs. One area that is configured at this time is the Calendar and Appointments functionality (e.g. who should have the calendar/appointments, who books appointments, types of appointments defined as drop downs, duration of typical appointments, blocked times, etc.).

**Step 3: Training by Patagonia Health on Practice Management and Billing System**

- **Training Objective:** To gain a comprehensive understanding of various features of the Practice Management and Billing software.
- **Training Agenda:** The agenda listed below will be followed at the Phase I Training. The responsible roles should be available for the various days of the training.

Responsible Roles	Task
<b>DAY 1:</b> <ul style="list-style-type: none"> <li>• <b>Front Desk</b></li> <li>• <b>Patient Registration</b></li> <li>• <b>Financial Eligibility</b></li> <li>• <b>Schedulers</b></li> </ul>	<ul style="list-style-type: none"> <li>I. Update User Profile</li> <li>II. Add a New Patient</li> <li>III. Update Patient Demographics</li> <li>IV. Patient Financial Investigation</li> <li>V. Sliding Fee Scale and Program Enrollment</li> <li style="text-align: center;">-----BREAK-----</li> <li>VI. Adding Providers</li> <li>VII. Add Insurance, Medicaid, Medicare and Private Payers</li> <li>VIII. Add Self Pay as Insurance</li> <li>IX. Eligibility Payer</li> <li style="text-align: center;">-----LUNCH BREAK-----</li> <li>X. Print Labels and Declaration of Income Statement</li> <li>XI. Print Patient Data Sheet</li> <li>XII. Scheduling Appointments</li> <li style="text-align: center;">-----BREAK-----</li> <li>XIII. Insurance Eligibility Check</li> </ul>

<p><b>DAY 2:</b></p> <ul style="list-style-type: none"> <li>• <b>Patient Check Out</b></li> <li>• <b>Billing Manager</b></li> </ul>	<ul style="list-style-type: none"> <li>I. Patient Check out and Creating Electronic Super Bill             <ul style="list-style-type: none"> <li>A. Self Pay: Non-Confidential</li> <li>B. Other Payers: Non-Confidential</li> <li style="text-align: center;">-----BREAK-----</li> <li>C. NC Medicaid: Non-Confidential</li> <li>D. Self Pay: Confidential</li> <li>E. Other Payers: Confidential</li> <li>F. NC Medicaid: Confidential</li> </ul> </li> <li>II. Claim Submission             <ul style="list-style-type: none"> <li style="text-align: center;">-----LUNCH BREAK-----</li> </ul> </li> <li>III. Post Patient Payments</li> <li>IV. Patient Ledger (Charges, Balance Forward)</li> <li>V. Manual RA Posting             <ul style="list-style-type: none"> <li style="text-align: center;">-----BREAK-----</li> </ul> </li> <li>VI. Company, Business Billing</li> <li>VII. Patient Statements</li> <li>VIII. Slide Patient Responsibility for Insured Patients</li> </ul>
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**Milestone 4 Phase I Go Live:**

During the above User Training and pre Go-Live phase, customer team starts using the system and gets comfortable with the new technology. Customer may need to enhance or adjust the existing processes to take full advantage of the new technology. During this time, the initial User team shall:

- Develop appropriate roll out and training plans for additional team members, as needed.
- Develop procedures/guidelines for rest of the team. This may include documenting the new processes for all the staff members and any amendments to existing procedures.

Once the team and organization is comfortable with the new technology, the system can be used broadly by all users across the total organization i.e. Go Live. Your Patagonia Health Implementation and Training contact will be present on-site to any assistance on your Phase I GO LIVE date.

**Step 4: Post Training activities by the customer staff before Phase I Go Live**

To ensure proper implementation and training follow-up, it is recommended that the organization identifies and assigns responsible individuals for each one of the following post training activities. It is expected that one person may do all or some of the following activities.

1. **User Computer Set-Up:** If not already done so, ensure that all users' computer desktops/laptops are set up with the Patagonia Health EHR short cut as described in User Hardware and Computer section.
2. **User Logins and Passwords:**
  - i) Provide all users with their specific user ID and passwords as provided by Patagonia Health. The User/Password information will be provided to the customers Project Manager for appropriate distribution to appropriate staff members.
  - ii) Review and ensure that all staff names, roles etc. are set up accurately in the Patagonia Health system.
3. **User Profile Set-Ups:** Each user needs to set up a User Profile by logging into the Patagonia Health and going to the Administration tab. Each user should perform the following tasks:
  - i) Choose and update user passwords
  - ii) Update Title
  - iii) Update Display Name
  - iv) Update NPI, DEA and State License Number, if and as applicable
4. **Add/Delete Staff in the new system:** Staff, with appropriate access, learn how to make the user's active or inactive.

5. **Staff Access Rights:** The Patagonia Health system has a built in comprehensive, user based access. Based on user's role, a user's access can be restricted to only allow access to certain determined parts of the new software. Patagonia Health will provide the customer with a Role matrix. This matrix shows which users can access which part of the system.
6. **Documented Process:** It is recommended that the customer, once familiar, summarizes and documents the processes to be followed within the department. This will ensure that the documentation of the visit is properly created and completed. The written process document helps staff adhere to department specific guidelines while providing a mechanism to improve processes and tune workflows to gain efficiencies.
7. **Configure and Review Calendar:** Review calendar by clinic /provider, appointment types, appointment time slots, appointment colors, calendar access to various staff members.
8. **Move existing Schedules into Patagonia Health:** Assign 2-4 people to move schedules from existing system into Patagonia Health.
9. **Review Sliding Fee Scales and Program Mapping:** Review sliding fee scales and associated programs configured in the system.
10. **Review Fee Schedule:** Review the fee schedule uploaded into the system for various locations and payers.
11. **EDI Payer Enrollment Forms:** At the training the Patagonia Health trainer will explain the various payer enrollment forms to the client Project Manager. These forms should be filled out and submitted to the appropriate payers before GO LIVE. Please contact your trainer with any questions regarding the forms or the timelines.
12. **Decide on Billing Cut-Off Date:** The customer team should work pending claims in existing billing system and decide on an existing billing system cutoff date. Consult your Patagonia Health trainer about this cutoff date. After this cutoff date no new insurance claims will be submitted in the existing billing system. New claims will be saved in draft mode in the ESB in Patagonia Health for at least 2 weeks. **At the beginning of this 2 weeks period customer will remind Patagonia Health to submit the EDI agreements to the payers.** **NOTE:** The existing billing system cutoff date can be after the Patagonia Health Phase I GO LIVE date.

### **Step 5: Phase I Training follow up and clarifications**



If users have follow on questions related to either specific features of the new EHR/PM/Billing or how to set up processes within the organization to take full advantage of the new software, it is recommended that the customer call their Patagonia Health contact to get clarification or additional information to help with the transition. The technical support team can be reached by selecting the FEEDBACK button found within every screen of Patagonia Health System to the far left of the screen. The feedback button will email the technical support and training team with your question or issue via email.

Patagonia Health can set up quick (remote) Go-To-Meeting sessions to show specific features of the EHR/PM/Billing. Users, at their convenience, can review many video tutorials available from with the EHR/PM/Billing software. These videos range from 2 minutes to 30 minutes long and can be found in any screen within Patagonia by selecting the red question mark in the upper right hand corner of the screen.



# 3.0 PHASE II

### **Milestone 5: Complete Phase II Customer Data Collection:**

In order to start the set up and configuration of your system for Phase II, Electronic Health Record System, an EHR kickoff will be set up with the customer, if not already completed. The call will follow the outlined agenda:

### **Step 6: Phase II EHR Kickoff Call Agenda**



1. **EHR Training Dates:** For each user, the training will be for two days. If team size is larger than 15 then we should consider running separate additional training sessions. How many people will you expect for this training?
2. **EHR Go-Live Patient Load:** To plan for the team to learn and ramp up on EHR, some customers reduce the patient volume initially and build it up over time. This needs to be considered and planned.
3. **EHR Go-Live Support at your site:** A number of customers have requested a Patagonia Health trainer to be present at the customer site during first day of Go Live. We will coordinate go-live dates along with other training dates. We do prefer 2-4 week notice to schedule trainer's onsite and travel. Once dates are confirmed, the trainers schedules will be committed and travel plans made.
4. **EHR Programs to be rolled out:** During this training/roll-out, we will train on Family Planning, Primary Care, Adult Health, Child Health, Health Check, General Clinic/Walk In, STD, Immunizations, BCCCP, Maternal Health, and MNT. It is often the case that a number of programs will be implemented at later date – these decisions are made in consultation of the client's team and the Patagonia Health team as well, and additional plans are made to accommodate. We have found that this will work well in certain situations and therefore other programs will be rolled out at later mutually convenient date.
5. **Information for Setting up your EHR:** Templates needed to appropriately document visit which will be configured and set up in your system.
6. **Scanning:** Depending on resources/labor available, there are various scanning options. Any pdf or jpeg documents can be uploaded into Patagonia Health. The attached updated Patagonia Health Hardware Considerations document provides a general description about scanning, see section 2. In order to get started with scanning ahead of training, the following needs to be discussed and decided:
  - What to scan: Team needs to decide if they want to scan all documents in the patient chart or selectively scan just some documents (e.g. Last two encounter notes, lab results etc.).
  - Who to scan: Decide on which patients need to be scanned (e.g. next day appointment, next week appointment etc.).
  - Document Types: As discussed, we create various document types/categories which are equivalent of tabs in your paper chart folders. Decide on what document types/categories you will like set up in the EHR (e.g. Labs, X-rays, Encounters, Referrals etc.).
  - Scanned Document Naming Convention: Decide on a naming convention for all files being scanned. A standardized naming convention will make it easier to scan, upload and find the paper documents within the EHR.
7. **Electronic Fax:** As part of the system/service, you may have purchased an electronic fax capability and provide you with a fax number. Any documents being faxed to this number come in as an electronic (pdf) attachment. Since the attachments are in pdf format already, they can be uploaded into EHR. This saves effort related to scanning. We will provide information to your IT person who can install this service on the computers you select. Your IT person should also create an email ID to receive electronic faxes.
8. **External Lab (e.g. Labcorp, Quest, Solstas) & State Lab Interface:** We will like to have this set up prior to training. If not already done so, please ensure that you have signed appropriate agreements with your external lab. Also let your lab account manager know of the planned EHR training date so that they can be ready with electronic interface to Patagonia Health. State lab is not yet ready to connect with Patagonia Health.
9. **Ramp-Up following training:** Consideration should be given to how to ramp-up post training. It is important that all users start using the EHR post training.
10. **Go-Live support by Patagonia Health:** Many customers prefer the presence of a trainer at customer site, for the Go-Live date. If desired, this will be scheduled as part of the overall implementation plan.
11. **If any other questions, please contact your project manager or trainer.**

**Step 7: Clinical templates to be provided by customer to Patagonia Health.** Patagonia Health has ability to build custom clinical templates for your program services. If there are currently existing clients in your state, we will review the existing templates for that state with you and your clinical team leads for each of your clinical programs. If you are the first client in your state or there are any non-standard state or federal forms that you are using, we are going to need copies of those in PDF (scanned copies) format is best, sent in email along with your other setup documents.

1. **Clinical forms** related to service programs (as mentioned above).
2. **Referral Notes/forms** being used: Patagonia Health system can automatically pre-populate and generate a set of referral letters commonly used by your clinic. This will save time and effort on your part. Please send us samples of these letters you commonly use.

**NOTE: Please submit only forms that have been reviewed, revised and approved by the Providers. This is the time to make any changes to existing forms that have been used in clinic thus far.** Please review the Physical Exam and Review of Systems section with your providers to have questions/findings to be answered as Normal/ Abnormal, Present/ Not Present, Yes/No or just plain text area.

3. **In House labs requisition forms:** Please send us samples. In addition, please complete the In-house lab requisition document that will be included in your Set Up document package.
4. **Clinical Workflow Framework:** We will like to understand who does what as a patient goes through the clinic. Please answer the questions below to help us understand your workflow in various clinics/programs.
  - i. Once the patient is checked-in, how is the clinician informed that this has occurred? (e.g. is the chart flagged, put in a bin, staff calls out "Chart Read", etc.)
  - ii. Who takes the patient to the back to exam room? (MOA/Nurse/RN?)
  - iii. Who takes the vitals and chief complaint, Patient History, Medications, Allergies, Review of Systems and in what sequence?
  - iv. If items in question (iii) are done by more than one staff member how is the next staff member informed that patient is ready for them?
  - v. How the provider informed patient is ready?
  - vi. How is lab personnel informed about the orders?
  - vii. Who does patient education?
  - viii. Who takes the patient to check out?
5. **Document Types in EHR.** Various scanned paper charts can be scanned and filed under different document types in the EHR. The document types are equivalent to paper tabs in the paper chart folders. One can have up to 11 document types/categories in the system. It is important to have a standard across the organization and within EHR. What document types will you like to create in the EHR: same as what you have in paper folders today or something different? Please send us a list.

Based on the information provided, Patagonia Health reviews these forms and customizes/builds them into your EHR system. Once the templates are complete, Patagonia Health will set up an EMR workflow analysis call to review the clinical workflow and the templates.

## **Milestone 6: Customer Phase II EHR System set up complete and prepare for Phase II Training**

### **Step 8: EHR operational review and demo**



As soon as the system is setup and the initial configuration is complete, an EHR operational review call will be set up with the customer. The call will last approx. 90 minutes and should be attended by the EHR Project Manager, 3-4 clinical staff who work in multiple clinics/programs and at least one provider. The call will follow the following agenda:

- Review clinical forms/templates customized/built in the system.
- Clarify any questions and unknowns regarding the forms/templates.
- Review clinical workflow for all programs.
- **Review Phase II EHR Training Day checklist**
  1. **Customer Check List:**
    - a. All staff members using the system need to be present through the entire training.
    - b. All staff members need to have computers/ laptops with the recommended configuration (refer to the Welcome package section on computer/IT set up. The computers, at least should have, **Mozilla Firefox, Adobe Flash player and PDF Viewer** installed on it.
    - c. Projector and projection screen. This is should set up and ready to be used before training start.
    - d. Room arrangement: Tables and chairs need to be arranged in the room so that all attendees can comfortably use a laptop and can view and read the display from the projector easily. This should set up and ready to be used before the training start.
    - e. Internet connection, if wireless please have the **wireless network and password** available.
    - f. IT staff should be present or available for any issues at the start of the training and for the first hour or so. The IT staff should be available, via phone etc., during training period in case there are any issues.
    - g. Option to coordinate bringing lunch in, if desired, as it can provide extra time with communication or answer any questions from morning session.
    - h. Any notes pads, pens etc. which staff may need to take notes.
    - i. Print out of Training Agenda and Quick Guide for staff members attending training.
  2. **Patagonia Health Team Check List:**
    - a. There will be one trainer conducting the training. Additional trainers or implementation/workflow specialists (if requested) can be provided at additional cost.
    - b. Staff User ID and passwords.

### ***Step 9: Required Preparation by the Customer prior to Phase II User Training***



The following summarizes the preparation required, by the customer, prior to the User Training.

- i) Decide on an internal Project Manager responsible for the roll out of the EMR in your Health Department. This person should also be the single point of contact for communication with Patagonia Health.
- ii) If the number of users is greater than 15, then it is recommended to select a small core team of users (Maximum per training session is 15) to be trained first. Once the core team is trained, the system can be rolled out to other users with the help of the core team. The core team will use the system for the next few weeks to learn and decide how to best integrate the new software into the organizations workflow.
- iii) Ensure that all selected staff is available and are focused on the training date and at the agreed time. It is important that the trained staff immediately begin to use the new functionality of EHR/PM/Billing after the training has been completed. Sufficient time should be allowed for these users to practice and get proficient in the use of the new software.
- iv) Users should have experience or be familiar with the laptops that will be used in training.
- v) Identify and assign tasks to appropriate individuals to carry out the post training activities outlined below.

### **Milestone 7: Customer Phase II User Training for EHR System**

#### ***Step 10: Training by Patagonia Health on the EHR software***



**On-Site Training Objective:** To gain a comprehensive understanding of various features of the EMR software. The on-site training will follow the following agenda. The responsible roles should be available during the different days of the training.

Responsible Roles	Task
<p><b>DAY 1:</b></p> <ul style="list-style-type: none"> <li>• Front Desk, Office Manager</li> <li>• Nurse</li> <li>• Provider (Doctor, NP, PA, Extended Role Nurse)</li> </ul>	<ol style="list-style-type: none"> <li>1. Update User/Profile</li> <li>2. Patient Check In</li> <li>3. Access Patient Demographics</li> <li>4. Patient History</li> <li>-----BREAK-----</li> <li>5. Patient Allergies</li> <li>6. Update Medication List</li> <li>-----LUNCH-----</li> <li>7. Immunizations</li> <li>8. Creating a New Patient Encounter</li> <li>9. Accessing and/or Completing a Patient Encounter</li> <li>10. Lab Orders and In House Labs</li> <li>11. Prescribe New Medications</li> <li>-----BREAK-----</li> <li>12. Patient Encounter Assessment and Plan</li> <li>13. Patient Education</li> <li>14. Creating a Referral Letter</li> </ol>
<p><b>DAY 2:</b></p> <ul style="list-style-type: none"> <li>• Front Desk, Office Manager</li> <li>• Nurse</li> <li>• Provider (Doctor, NP, PA, Extended Role Nurse)</li> </ul>	<ol style="list-style-type: none"> <li>1. Electronic Lab Results</li> <li>2. Copying an Old Encounter Note</li> <li>3. Entering Telephone Encounters</li> <li>4. Review Templates</li> <li>5. Practice various program scenarios</li> <li>6. Optional Scanning and Document Management Training</li> </ol>

**NOTE:** If you think your team is not ready for the scanning and upload document management training at the on-site training, this training can be provided remotely few weeks after the EHR GO-LIVE date.

## **Milestone 8: Customer Phase II EHR System GO LIVE**

### **Step 11: Post Training activities by the customer staff before GO-LIVE**



To ensure proper implementation and training follow up, it is recommended that the organization identifies and assigns responsible individuals for each one of the following post training activities. It is expected that one person may do all or some of the following activities.

- a) **User Computer Set-Up:** Computers for all clinical users should be reviewed and upgraded as needed to meet the recommended hardware specifications. New computers/laptops should be ordered and configured to be set up at least a week before GO LIVE to avoid any surprises on GO-LIVE day. **All users' computer desktops/laptops are set up** with the Patagonia Health EHR short cut as described in User Hardware and computer section.
- b) **Internet Connectivity:** Patagonia Health System is a web based system and hence reliable internet connection is crucial for a smooth implementation and usage of the system. The internet connectivity across the clinical area (physical space) should be tested to verify it meets the connectivity recommendations.
- c) **User Log Ins and passwords:**
  - i) Provide all users with their specific user ID and passwords as provided by Patagonia Health. The User/Password information will be provided to the customers Project Manager for appropriate distribution to appropriate staff members.
  - ii) Review and ensure that all staff names, roles etc. are set up accurately in the Patagonia Health system.



- d) **User Profile Set Ups:** Each user needs to set up a User Profile by logging into the Patagonia Health and going to the Administration tab. Each user should perform the following tasks:
  - i) Choose and update user passwords
  - ii) Update Title
  - iii) Update Display Name
  - iv) Update NPI, DEA and State License Number, if and as applicable
- e) **Start practicing on the system.** Practice makes perfect. Initial selected core team starts to use the EHR system end to end: from patient check in to entering exam findings to lab orders and documentation to the Provider completing the exam. This practice will help the team understand how the new EHR fits into the organization's workflow e.g. who does what, how a patient flows through the system from the beginning to the end i.e. from check in, to vitals, labs and provider completion of encounter/visit.
- f) **Clinical Team Regroup to Document Process:** Once the core team has completed training and practiced on the system the clinical team should regroup to discuss any workflow changes or visit documentation standards. The discussions and decisions should be summarized and documented to be followed within the department with an EHR system. This will ensure that the documentation of the visit is properly created and completed. The written process document helps staff adhere to department specific guidelines while providing a mechanism to improve processes and tune workflows to gain efficiencies.

Once the team and organization is comfortable with the new technology, the system can be used broadly by all users across the total organization i.e. Go Live. Your Patagonia Health Implementation and Training contact will be present on-site to any assistance on your Phase I GO LIVE date.

### **Step 12: Activities by the customer staff after GO-LIVE**



- 1) Once the system is broadly used by all users across your organization for any questions the EHR Project Manager at your organization should contact their Patagonia Health contact to get clarification or additional information to help with the transition. Also he/she can reach the technical support team by selecting the FEEDBACK button found within every screen of Patagonia Health System to the far left of the screen. The feedback button will email the technical support and training team with your question or issue via email. Patagonia Health can set up quick (remote) Go-To-Meeting sessions to show specific features of the EHR system.
- 2) The EHR Project Manager will document any changes to specific templates/forms in the system, approve them by all the providers and send to their Patagonia Health contact person after 4-6 weeks of GO LIVE. Patagonia Health will review these changes and will set up a quick review call as needed to confirm the changes. These changes will be made in 1-2 weeks in your system.
- 3) If scanning, electronic fax and document management training was not provided at the on-site training co-ordinate a remote scanning, electronic fax and document management training with your contact person at Patagonia Health. This training is normally scheduled 3 weeks after the Phase II GO LIVE.
- 4) Set up an email account to receive electronic faxes and share the email ID with Patagonia Health.



## Appendix A: User Computer and Information Technology Set Up

Customer is responsible for providing users with the appropriate hardware and software, access to Internet and other devices as required. Users need only access to internet to get to the Patagonia Health site. Since Patagonia Health Electronic Health Record EHR and Practice Management PM/Billing is a Software as a Service (SaaS) solution running in the cloud, no servers are required inside customer site.

As Patagonia Health is truly web based, all one needs is a computer which can get to internet. If one is considering purchasing a computer, following provides some guidelines for your considerations. These days there are so many good computers/devices available at fairly reasonable price. Selecting a particular device/product does come down to personal preference.

### Hardware and Connectivity Requirements:

1. Internet connection
  - a. Broadband access for all users (wireless or wired).
  - b. A user will experience similar speed and response time as regular internet browsing i.e. if a user is currently satisfied with internet browsing speed, they will find access to Patagonia Health acceptable.
  - c. For sample measure, run <http://www.pingtest.net/> from a few of the workstations during peak and off-peak hours. Results of 60ms or better and 0% packet loss is expected.
2. Desktops, laptops:
  - a. Modern hardware (dual-core CPU or better) with 4GB+ RAM. The browser should have sufficient CPU cycles and should not be starved.
  - b. Preferably users are not sharing hardware at the same time.
  - c. Users should not be running other network intensive applications like Pandora.
3. Software:
  - a. Windows OS. XP or Windows 7 or Windows 8 is preferred. Patagonia Health supports current Windows OS or past two versions. *Note: We recommend using the bar code scanner on Windows 8 and higher. Windows 7 and below has proven to be problematic with the installation.*
  - b. Mozilla Firefox (latest version) to access the EHR/PM/Billing.
  - c. PDF Viewer (e.g. Adobe) to view scanned PDF documents.
  - d. Adobe Flash Player (<http://get.adobe.com/flashplayer/>): Install the latest version. This is required to play built in video tutorials.
  - e. Microsoft spreadsheet software is required for users who will be extracting reports in the xls format.
4. **Computer purchases and Wi-Fi:** All users must have access to a computer (with internet access) preferably dedicated to them. It is important to plan and purchase computers (if required) well ahead of planned training. Majority of staff involved in patient registration and billing generally use computers in their day to day job. Clinicians (who go from patient room to room) will benefit from a laptop which they can carry with them. This is better than having a computer in each patient room where each provider has to constantly log in and log out. If you are going to purchase laptops then it is best to purchase these ahead of time and let clinicians use them well before Patagonia Health training. If using laptops, please ensure that Wi-Fi is all set up and has no dead spots.
5. **Staff Computer Skill Assessment and training:** You may also get your IT folks to assess each individual computer skills and comfort level. Your IT team can provide some computer training.
6. **Scanner Readiness:** Scanning training is done post phase 2 training. Please make sure scanner is ready and set up prior to this training.

### Creating Patagonia Health EHR Short cut on User Desktop:

Patagonia Health is a truly web based software requiring no special hardware or software on your computing devices. The **Mozilla Firefox browser** is the only browser supported by Patagonia Health i.e. no Internet Explorer or other browsers.

- a) **Download the Mozilla Firefox Browser:** Please visit the Mozilla site (<http://www.mozilla.org/en-US/firefox/fx/>) and download (and install) the free Mozilla Firefox browser on all user's that will be using the Patagonia Health EHR/PM system.
- b) **Create a desktop Shortcut:** Once Patagonia Health has set up your EHR/PM, users can go to <https://nclhd.patagoniaemr.com> to gain access to the application. For simpler access to the EHR/PM, please create a desk top short cut to this URL and mark it as "Patagonia Health EHR". This way, when users click on it, they simply can get to the Patagonia Health application.

## Appendix B: Scanning Considerations

Scanning is only required when Electronic Health Record component of the software is being rolled out. Based on volume of scanning involved, customers can get any scanners which meet their need of speed, efficiency and cost. Patagonia Health only supports pdf or jpeg formats. As part of implementation, Patagonia Health will work with customers to identify appropriate scanning strategies e.g. what to scan, how much to scan, transition plan etc.

Depending on resources available to each customer organization, various scanning strategies can be followed. Each organization will decide what works for them and may experiment a little bit with various strategies to come to an optimal solution. Following summarizes some of the strategies we have seen being used by various organizations:

1. **In House Scanning:** In this scenario, customer's staff does the scanning of pertinent charts and upload those into the EHR.
  - No Scanning Resources Available: In small (solo) physician practices, the small practice may decide not to scan and upload any previous patient (paper) charts into the Patagonia Health EHR. In this scenario, physician carries old paper charts with them and enters new patient information electronically into the EHR. After one year or so, most of the patients will be in the EHR reducing the need for carrying old paper charts.
  - Limited Scanning: An organization may decide to scan limited information from a patient charts. For example, scan past two clinical encounter notes, past two lab results etc. These charts can be scanned on either a rolling basis e.g. scan charts for patients scheduled to come next day or next week or next month etc. Alternatively, scan all paper charts of active patients who have been to the clinic in past one year etc. These approaches can be used either by using in house staff (dedicated to this task) or use an external professional scanning company.
  - Scanner Readiness: Scanning training is done post phase 2 training. Please make sure scanner is ready and set up prior to this training.
2. **Bulk Scanning by an external scanning company:** Once your team is comfortable with the use of the EHR, you may wish to consider getting rid of paper charts and do bulk scanning your old paper charts into the EHR. To achieve this, a customer may decide to use a specialized scanning company which can do bulk scanning for you. These scanning companies pick up paper charts from your site, scan them in bulk, index them and provide digital images of paper charts. These companies have high speed scanners and a trained staff to ensure quality checks. If you decide to use such companies, you need to consider which paper charts to scan. Choices are to scan either:
  - Active Charts: Scan and have access to paper charts of patients who are likely to come for a visit i.e. active patients. For example, you can decide to scan charts, say, for past one year or two or three years. In this scenario, if a patient which comes in for a visit and chart has not been scanned, local staff can scan that chart, as needed. This strategy minimizes expense of scanning to active patients only.
  - All Charts including Old charts: Additionally, if space to keep charts is a constraint and budget allows; an organization can scan all old charts, say, past 7 years or older. Bulk scanning can free up physical space when all (not just active patient) charts are scanned.

On your behalf, Patagonia Health IT team can work with these companies and upload the charts in the EHR. To do this work, Patagonia Health will need to charge either the scanning company or customer. Prior to committing to using such company, it is best to get Patagonia Health involved to ensure process is smooth and we can provide a cost estimate for our IT effort.

3. **Document Management Systems:** A number of customer organizations may be using document management system (e.g. laserfische or EMC Documentum etc.). In such scenarios, if requested, Patagonia Health can develop an electronic interface (at an additional cost) with these systems to enable access to records from the document management systems.

Patagonia Health team is available to work with each organization and their selected scanning companies to devise appropriate scanning and filing strategies. Dialogue with scanning companies will ease the transition.

### 4. In House Scanning Devices

**a) Stand up Copiers/Scanners**

A lot of organizations already have large printer/copiers (e.g. Xerox). These machines likely also have built in scanners and can scan a lot of papers quickly and efficiently. Please check with your IT team to see if these copiers have these capabilities or can be adapted to meet your needs.

**b) Desktop Scanner**

If small scanners are required, you can use any scanner you choose. Main difference is in the ease-of-use, reliability, direct-scan to PDF functionality, and foot-print. We have found the following scanner with a small foot-print to be a good machine.

- a. Fujitsu ScanSnap S1500 (street price from \$425-\$450)

For low volume scanning, you may consider a portable scanner:

- Fujitsu ScanSnap S300 (street price \$225)

**c) Printer/Scanner/Copier/Fax (Network Enabled)**

There are several good models from recognized name brands that would meet your requirement. However, specific choice would depend upon your anticipated printing load, space, cost of ink, etc.

For small practices, aspiring to go paperless, we have found that a multi-function machine with network capability (so you can print from any computer in your office) and having ability to print Duplex will be cost-effective. One such recommended multi-function machines is:

- **Canon Imageclass D480** (street price ranges from \$250-\$399)

## Exhibit B



# Progress Report 1 Template Public Health Department Grant

## Instructions

**Deadline:** Please refer to your contract

**Contacts:**

E-mail completed report to the EOCCO Community Grant Inbox at [CBIR@ohsu.edu](mailto:CBIR@ohsu.edu)

For questions, contact Martha Snow and Sara Crowell at [CBIR@ohsu.edu](mailto:CBIR@ohsu.edu)

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## Report Information

**Grantee name:**

**Project Title:** [Use same title from submitted proposal]

**Report submitted by:** (name)

**Phone number for questions:**

**Email address:**

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## Report Questions

- 1. Please provide a brief description of your project's goals.**
- 2. Describe your progress toward the project goals that were outlined in your submitted proposal, including a description of your completed activities.**

**3. Please provide data for your project’s targeted goals, activities, and metrics as outlined in your submitted proposal. Please include numerators and denominators where possible.**

Focus Area	Activity Planned	Metrics	
<i>EXAMPLE:</i> Trauma-informed care	Classes on trauma-informed care for public health nurses and staff	<u>Baseline</u> No classes to date	<u>Goal</u> 19 out of 21 nurses and staff members will participate. 90% will report an increased comfort-level with working with children with trauma history
		<u>Baseline</u>	<u>Goal</u>
		<u>Baseline</u>	<u>Goal</u>
		<u>Baseline</u>	<u>Goal</u>

**4. What challenges or barriers have you experienced and how have you addressed them (or plan to address them)?**

**5. Have there been any significant changes to your project, including any changes to proposed activities, staffing, goals, targeted incentive measures or clinical services, or other areas as outlined in your original proposal? (please explain)**

**6. Have there been any significant changes to your project budget? (please explain)**





## Exhibit C

# Progress Report 2 Template Public Health Department Grant

### Instructions

**Deadline:** Please refer to your contract

**Contacts:**

E-mail completed report to the EOCCO Community Grant Inbox at [CBIR@ohsu.edu](mailto:CBIR@ohsu.edu)  
For questions, contact Martha Snow and Sara Crowell at [CBIR@ohsu.edu](mailto:CBIR@ohsu.edu)

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### Report Information

**Grantee name:**

**Project Title:** [Use same title from submitted proposal]

**Report submitted by:** (name)

**Phone number for questions:**

**Email address:**

---

### Report Questions

1. Please provide a brief description of your project's goals.
2. Describe your progress toward the project goals that were outlined in your submitted proposal, including a description of your completed activities.

**3. Please provide data for your project’s targeted goals, activities, and metrics as outlined in your submitted proposal. Please include numerators and denominators where possible.**

Focus Area	Activity Planned	Metrics	
<i>EXAMPLE: Trauma-informed care</i>	<i>Classes on trauma-informed care for public health nurses and staff</i>	<u>Baseline</u> <i>No classes to date</i>	<u>Goal</u> <i>19 out of 21 nurses and staff members will participate. 90% will report an increased comfort-level with working with children with trauma history</i>
		<u>Baseline</u>	<u>Goal</u>
		<u>Baseline</u>	<u>Goal</u>
		<u>Baseline</u>	<u>Goal</u>

**4. What challenges or barriers have you experienced and how have you addressed them (or plan to address them)?**

**5. Have there been any significant changes to your project, including any changes to proposed activities, staffing, goals, targeted incentive measures or clinical services, or other areas as outlined in your original proposal? (please explain)**

**6. Have there been any significant changes to your project budget? (please explain)**

**7. Please complete the budget table below showing how funds for your project have been expended compared to your original grant budget.**



Personnel								
Name	Role	FTE	Salary Originally Requested	Benefits Originally Requested	Total Originally Requested	Actual Spent	In-Kind Cash Contribution	In-Kind non-cash Contribution
Equipment and Supplies								
Name of Item	Description							
Travel								
Location	Description							
Other expenses								
Name of Item	Description							
<b>GRAND TOTAL</b>								

8. Is your project on track to expend funds by the end of the grant period specified in your contract? If not, please explain.



## Exhibit D

# Final Report Template Public Health Department Grant

### Instructions

**Deadline:** Please refer to your contract

**Contacts:**

E-mail completed report to the EOCCO Community Grant Inbox at [CBIR@ohsu.edu](mailto:CBIR@ohsu.edu)

For questions, contact Martha Snow and Sara Crowell at [CBIR@ohsu.edu](mailto:CBIR@ohsu.edu)

---

### Report Information

**Grantee name:**

**Project Title:** [Use same title from submitted proposal]

**Report submitted by:** (name)

**Phone number for questions:**

**Email address:**

---

### Report Questions

1. Please provide a brief description of your project's goals.
2. Please provide a one to two page narrative summary of the results of your project. Please include a description of the activities completed, a description of your overall results, and any revised or new workflows developed as part of your project.

3. Please provide data for your project’s targeted goals, activities, and metrics as outlined in your submitted proposal. Please include numerators and denominators where possible.

Focus Area	Activity Planned	Metrics	
<i>EXAMPLE: Trauma-informed care</i>	<i>Classes on trauma-informed care for public health nurses and staff</i>	<u>Baseline</u> <i>No classes to date</i>	<u>Goal</u> <i>19 out of 21 nurses and staff members will participate. 90% will report an increased comfort-level with working with children with trauma history</i>
		<u>Baseline</u>	<u>Goal</u>
		<u>Baseline</u>	<u>Goal</u>
		<u>Baseline</u>	<u>Goal</u>

4. Were there any significant changes to your project team, goals, or activities, including any changes to targeted measures, activities, and/or services outlined in your original proposal? (please explain)

5. What challenges or barriers did you experience and how did you address them?

6. What were the most important outcomes of your project?

7. What have been the most successful and the least successful aspects of your project?

8. What one or two stories do you have that capture the impact of this project? (Such as people/communities the project has helped; lives that have changed; work that led to policy change, such as legislation or regulation; and quality improvement or research breakthroughs)

9. How has your project affected your organization and your community?

**10. Was there any media coverage or publications related to this project? If yes, what type (e.g. print, TV, radio, newsletter, website, other)?**

**11. What is the plan for sustaining this project?**

**12. Were there any significant changes to your project budget that have not already been reported? (please explain)**



**13. Please complete the budget table below showing how funds for your project were expended compared to your original grant budget.**

<b>Personnel</b>								
<b>Name</b>	<b>Role</b>	<b>FTE</b>	<b>Salary Originally Requested</b>	<b>Benefits Originally Requested</b>	<b>Total Originally Requested</b>	<b>Actual Spent</b>	<b>In-Kind Cash Contribution</b>	<b>In-Kind non-cash Contribution</b>
<b>Equipment and Supplies</b>								
<b>Name of Item</b>	<b>Description</b>							
<b>Travel</b>								
<b>Location</b>	<b>Description</b>							
<b>Other expenses</b>								
<b>Name of Item</b>	<b>Description</b>							
<b>GRAND TOTAL</b>								

## Gov. Kate Brown Releases Plan for Rebuilding a Safe and Strong Oregon

0

BY GOVERNOR KATE BROWN PRESS OFFICE ON MAY 7, 2020 PRESS RELEASES

### Phased approach for counties and businesses emphasizes data, safety, and physical distancing

PORTLAND – Governor Kate Brown today announced new details of her framework for rebuilding a safe and strong Oregon, including new guidance for counties and businesses on the phased reopening process. The guidance is the product of a robust engagement process with stakeholders, doctors, health experts, business owners, and local officials to chart a path forward while keeping Oregonians healthy and safe.

“Today, thanks to millions of Oregonians following the strict physical distancing orders I put in place, I am happy to say these sacrifices have prevented as many as 70,000 COVID-19 infections, and 1,500 hospitalizations in Oregon,” said Governor Brown. “We are on track in meeting the goals that doctors and public health experts have laid out for us. And that means we now have the opportunity to begin rebuilding a safe and strong Oregon.”

By following the Governor’s strict physical distancing guidelines over the past several weeks, Oregonians have successfully flattened the curve of COVID-19 cases. There are now fewer than 100 COVID-19 hospitalizations in the state, and Oregon has established plans for increasing testing capacity, expanding contact tracing capability, and building reserves of personal protective equipment.

Governor Brown emphasized that by taking steps gradually and carefully, and following science and data, Oregon can begin to reopen safely.

“But let me be very clear: these choices are not easy; as we reopen parts of our economy, we know and expect that there may be an uptick in new coronavirus cases,” said Governor Brown. “That’s why we have to be prepared in every single corner of the state, because as we’ve seen, an outbreak can occur anywhere.”

On May 1, Governor Brown lifted her order delaying non-urgent medical procedures, with safeguards in place for health care workers and patients. On May 5, Governor Brown announced the limited reopening of some outdoor parks and recreation areas. Next week, updated safety guidelines regarding transit, certain child care, summer school, and summer camps and youth programs will be issued. Each step of reopening is contingent on Oregonians following the safety guidelines for each sector.

Governor Brown’s new guidance on reopening calls for the widespread use of face coverings, maintaining physical distance of six feet between individuals as much as possible, and following good hygiene and disinfection practices.

## **Phase I Details**

In addition, some counties will be eligible to begin the limited reopening of additional business sectors beginning as early as May 15 if they have demonstrated they have met all prerequisites for reopening. Oregon counties can begin submitting applications on Friday, May 8. Counties must:

- Show a decline in COVID-19 or have fewer than 5 hospitalizations
- Have sufficient COVID-19 testing and contact tracing capability
- Establish plans for the isolation and quarantine of new cases
- Have the hospital capacity to handle any surge in COVID-19 cases
- Have enough personal protective equipment for health care workers

Counties that meet all of the above criteria will be eligible to enter Phase I of reopening on May 15, pending approval of their application by the Governor after recommendations from the Oregon Health Authority.

In Phase I, counties can begin the limited reopening of the following sectors under specific safety guidelines:

- Restaurants and bars for sit-down service
- Personal care and services businesses, including barbers and salons
- In-person gatherings of up to 25 people

Counties must remain in Phase I for at least 21 days before becoming eligible to advance to Phase II. If counties begin to see significant increases in COVID-19 cases or community spread, the Oregon Health Authority will work with local public health officials to evaluate what actions should be taken. Significant growth in COVID-19 spread could necessitate a county moving back from Phase I to a stay-home status. More details on Phases II and III are forthcoming.

The Governor also announced that large gatherings such as conventions, festivals, and major concerts and live audience sporting events will need to be cancelled at least through September. Restarting events of this size will require a reliable treatment or prevention, like a vaccine, which is many months off. Further guidance on large events will be provided in the coming months.

For more information on the plans and sector-specific guidance, go to [coronavirus.oregon.gov](https://coronavirus.oregon.gov)

# Reopening Oregon:

## Details on Restarting Public Life and Business

Governor Kate Brown

May 7, 2020



*You don't make the timeline.  
The virus makes the timeline.*

– Dr. Anthony Fauci



## Governor's Goals for Reopening

1. Minimize hospitalizations and deaths
2. Allow people to safely return to work so they can support themselves and their families
3. Minimize risk to frontline workers
4. Avoid overwhelming health systems
5. Protect those at highest risk of severe illness, especially communities of color
6. Support for small local gatherings that preserve community cohesion and cultural practices.

## Please understand:

- We will be living with the virus until there is reliable treatment or prevention, which is many months off.
- The primary tools we have are physical distancing and hygiene.
- Every restriction we lift increases transmission and will increase cases.





# Continued Statewide Guidance: The tools that will protect us

## Actions we will need to keep up

- Vulnerable populations must still stay at home
- Limited visitation to nursing homes, hospitals
- Limited gatherings
- Limited travel
- Increased hygiene, cleaning & sanitation
- Stay home when sick
- Telework when possible



# Updated Statewide Guidance:

The main tools that  
will protect us

## New/updated actions that will further reduce transmission

- Widespread testing under new protocols
- Immediate contact tracing and isolation
- Wear face coverings when in public
- Use of PPE when in close quarters



# Statewide Face Covering Policy

Require employees in certain businesses where physical distancing cannot be maintained to wear a mask or cloth material that covers the nose and mouth, including: grocery stores, pharmacies, public transit, salons/personal services, and ridesharing services.

- Strongly recommend that businesses where employees are required to wear face coverings establish a mandatory face-covering policy for their customers as well.

Strongly recommend that a mask or cloth material that covers the nose and mouth be worn in any indoor public space, especially where six feet of physical distance cannot be maintained.



# Summary of Phases in Oregon

## Phases and Descriptions

Current – Some updates

Phase I – Some counties can enter on May 15th

Phase II – Higher risk activities

Phase III – Highest-risk activities that will require a reliable treatment or vaccine



# Updates to Current State



# Current State – Updates that apply statewide

## May 1

- Non-emergency procedures, medical & dental clinics – start at 50% (PPE dependent)

## May 5

- Recreation where physical distancing can be followed (some state park day use areas and boat ramps, option for county/federal campgrounds)

## May 15

- Stand-alone retail that was previously closed but can follow OSHA guidelines: furniture stores, art galleries, jewelry shops and boutiques
- Childcare, summer school, camps and youth programs (with limitations and specific guidelines)



# Prerequisites to Entering Phase I

We want your counties and health systems to be ready.  
Here's what being ready means.





# Prerequisites

1-3

## 1. Declining COVID-19 Prevalence

- Hospitalizations measured by county declining for 14 days
- Emergency department visits for Covid-like illness below influenza-like illness baseline measured statewide

## 2. Minimum Testing Regimen

- 30 tests per 10k population per week
- Accessible testing for underserved communities

## 3. Contact Tracing System

- 15 tracers per 100k population
- Able to trace 95% of contacts within 24 hours
- Cultural and linguistic competence



# Prerequisites

4-7

- 4. Isolation/Quarantine Facilities**
  - Available room capacity
  - Response narratives for group living outbreaks
- 5. Finalized Statewide Sector Guidelines**
- 6. Sufficient Healthcare Capacity**
  - 20% hospital bed surge capacity
- 7. Sufficient PPE supply**
  - Required daily inventory reporting to OHA
  - 30-day supply required; 14-days for small and rural hospitals
  - Sufficient PPE for first responders in the county



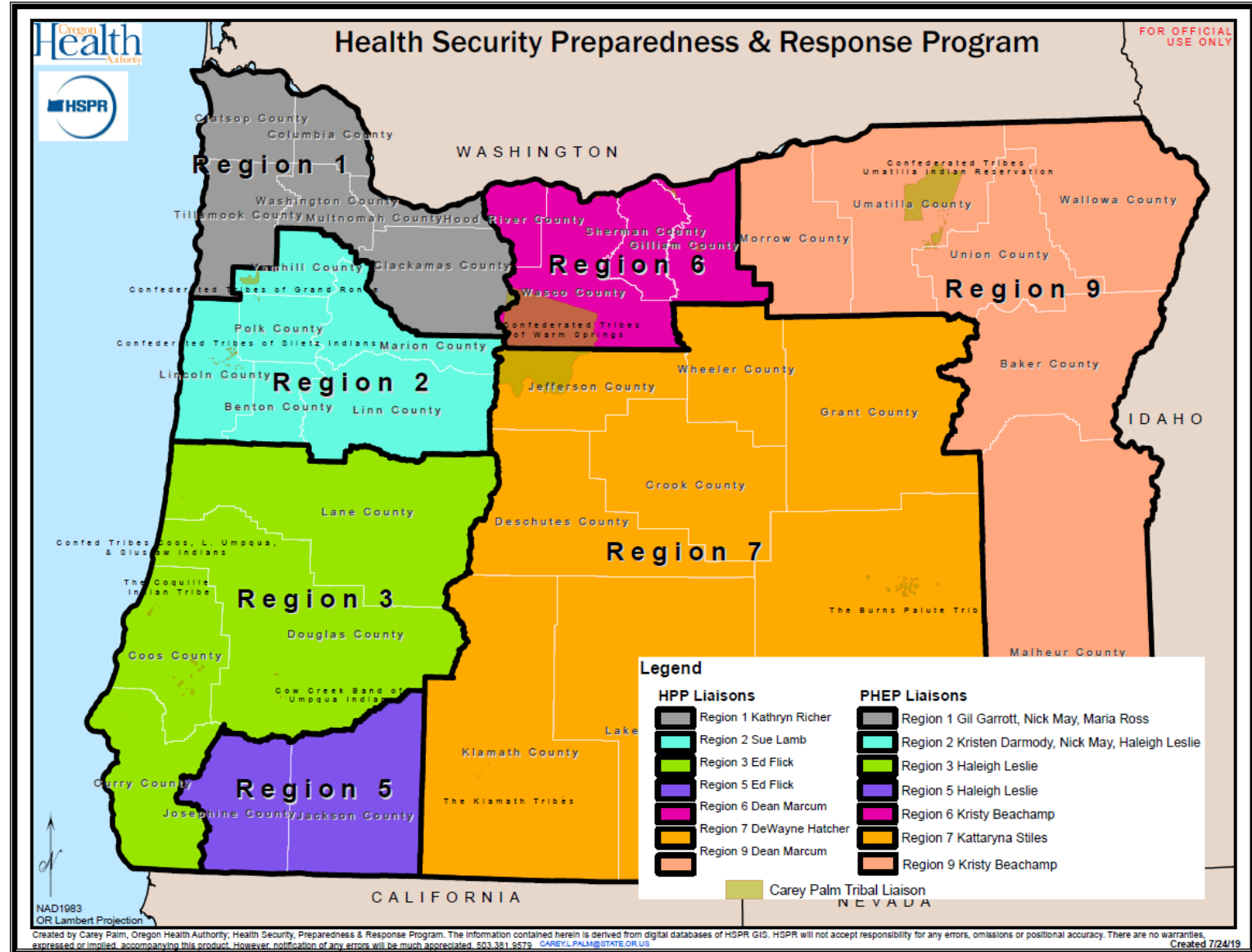
## Prerequisites for Phased Reopening

Prerequisite	Done by
1. Declining COVID-19 prevalence	County
2. Minimum Testing Regimen	Health region
3. Contact Tracing System	County
4. Isolation Facilities	County
5. Finalize Statewide Sector Guidelines	Statewide
6. Sufficient Healthcare Capacity	Health region
7. Sufficient PPE Supply	Health region

Governor will be accepting county applications starting May 8<sup>th</sup>, with a goal of allowing some counties to enter Phase I as soon as May 15<sup>th</sup>.



# Health regions in Oregon



Note: regions 3/5 and 6/9 work collaboratively. Due to historical factors, there are no regions 4 or 8.



# Phase I

Rural counties with very few cases who meet the prerequisites can enter Phase I starting May 15<sup>th</sup>.



# Phase I: Changes for Specific Types of Employers

	Current	New statewide	Phase I – by county
Childcare	For essential workers only; cohorts up to 10	Open to all with priority for essential workers; increased cohorts #s to defined	
Summer school, summer camps and other youth programs		Will be open with physical distancing	
Outdoor recreation and public spaces		State park day use areas and boat ramps, option for county/federal camping	
Restaurants and bars	Take-out only	Take-out only	Sit-down with 6 foot distancing required
Personal care – salons, barber shops, massage, etc.	Closed	Closed	Physical distancing, appointments, PPE and customer list required
Personal care – gyms/ fitness	Closed	Closed	Max. limit; physical distancing & sanitation required
Local gatherings	Closed	Closed	TENTATIVE: For local groups only up to 25 (no travel).

**A county will remain in Phase I for at least 21 days before potential move to Phase II.**



## Examples of sector-specific guidelines

### Restaurants/bars

- Ensure tables are spaced at least six (6) feet apart so that at least six (6) feet between parties is maintained, including when customers approach or leave tables.
- Require all employees to wear cloth face or disposable coverings (provided by the employer).
- End all on-site consumption of food and drinks by 10 p.m.

### Personal services (salons, barbers)

- Appointments and pre-appointment health check required, including maintaining customer log.
- Six feet physical distancing between clients.
- Remove all magazines, newspapers, snacks and beverages from waiting areas.
- Face coverings, capes, smocks required by employees and for clients, depending on the services provided.





## Metrics for Consideration of Re-imposing Restrictions

- 1. Inability to meet contact tracing requirements**
  - Must contact 95% of contacts within 24 hours
  - More than 30% of cases cannot be traced to existing cases (indicating increasing community spread)
- 2. Evidence of increasing prevalence of COVID-19**
  - As measured by a five percent or greater increase in incident cases over 7 days
  - As measured by uptrending percent positivity of COVID-19 testing over 7 days
- 3. Evidence of increasing burden of severe COVID-19**
  - As measured by new COVID-19 hospital admissions uptrending over 7 days

**If any of these metrics are violated, OHA will call an immediate meeting with local public health officials for further discussion and evaluation.**



# Phase II

After 21 days in Phase I, counties continuing to meet the prerequisites may be able to enter Phase II.

Goal is to further expand gathering size, allow some office work, plus begin to allow visitation to congregate care. Specifics are still being worked out and will be based on data collected in Phase I.



# Phase III

Concerts, conventions, festivals, live audience sports won't be possible until a reliable treatment or prevention is available. It is unknown at this time when this will be.

Therefore, all large gatherings should be cancelled or significantly modified through at least September. Further guidance on large gatherings scheduled for later in the fall will be provided this summer.



# Summary of Phases in Oregon

	What's eligible to be open
Current	<ul style="list-style-type: none"> <li>Non-emergency medical procedures</li> <li>Retail</li> <li>Construction/Manufacturing</li> <li>Childcare for essential workers</li> <li>Restaurants – take-out only</li> <li>Some public spaces open</li> </ul>
New Statewide Changes	<ul style="list-style-type: none"> <li>Expanded childcare</li> <li>Education programs</li> <li>More public spaces open</li> </ul>
Phase I – Some counties can enter on May 15th	<ul style="list-style-type: none"> <li>Restaurants/bars – limited sit-down</li> <li>Personal care (salons, gyms) – limited</li> <li>In-person local gatherings up to 25</li> </ul>
Phase II – Higher risk	<ul style="list-style-type: none"> <li>Optional increased work in offices</li> <li>In-person local gatherings up to <b>100**</b> with physical distancing (**<b>TENTATIVE &amp; SUBJECT TO CHANGE</b>)</li> <li>Visitation to nursing homes – limited</li> </ul>
Phase III – Highest-risk; will require reliable treatment or vaccine	<ul style="list-style-type: none"> <li>Concerts</li> <li>Conventions</li> <li>Live audience sports</li> </ul>



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 541-676-5613  
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## Board of Commissioners

Commissioner Melissa Lindsay, Chair  
 Commissioner Don Russell  
 Commissioner Jim Doherty

May 6, 2020

The Honorable Kate Brown  
 Governor, State of Oregon  
 900 Court Street N.E., Suite 254  
 State Capitol  
 Salem, OR 97301-4047

Dear Governor Brown,

Thank you for the opportunity to submit our Morrow County plan for the reopening of our communities. We have carefully addressed the criteria that your office outlined to the County Commissioners in briefings. We appreciate these opportunities to work with you directly toward reopening our State.

Morrow County recognizes that reopening our County is critical, and as such, has been a focus of our Emergency Incident Team and the Commissioners in recent weeks.

The Board of Commissioners has coordinated with our public health team, regional health teams, Emergency Operations Center and local health professionals and hospitals to closely consider the health of our communities. We have included the behavioral health professionals in our analysis with growing concerns in this area.

While elements of our plan are currently in motion, many elements are under study and continue changing with the situation. We understand the virus itself and input from health professionals dictate best practices. As the Board of Commissioners, we do not intend to implement procedures in excess of those approved by the State, and will continue to seek guidance from the criteria set forth and evolving.

Some highlights of the Morrow County Plan:

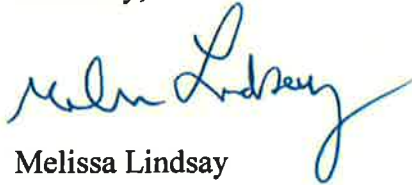
- A phased process with a team in-place to monitor and advise throughout the process
- A Morrow County health team that is trained and staffed for tracing, isolation and care referral
- Engaged business professionals, including Chambers of Commerce, ready to assist with education, training, signage etc., for our business desperate to reopen
- Focus on the CDC and OHA guidance for the health and safety of our communities
- Collaboration with regional health professionals and neighboring Counties

While we remain in tune to the difficulties of this uncharted territory and are committed to the health of our communities, specifically protecting the most vulnerable, it is increasingly apparent that we must focus on the economic health of our rural communities as well. It is imperative that we begin to work with our local businesses to find paths forward. It is critical to our rural

main street way of life and the economic stability of our County that we reopen as soon as possible. We are prepared to work within these plans, your leadership and best practice guidance to safely reopen.

Thank you for consideration of the Morrow County plan. We are eager and prepared to formally begin our phased opening plan and have designated the Chair of the Board of Commissioners, Melissa Lindsay, as our point of contact for future follow up, [mlindsay@co.morrow.or.us](mailto:mlindsay@co.morrow.or.us) or 541-561-0234.


Sincerely,



Melissa Lindsay



Don Russell



Jim Doherty

CC: Morrow County EMS  
Morrow County Public Health  
Morrow County Health District, Pioneer Memorial Hospital  
Association of Oregon Counties

Attachments: Morrow County Plan to Reopen





# **Morrow County Framework for Reopening**

**Prepared based on Governor Kate Brown's  
*Public Health Framework for Reopening Oregon***

**Adopted by Morrow County Board of Commissioners: May 6, 2020  
Amended: May 8, 2020**



## **Purpose**

**The purpose of this document is to provide guidance for those involved in the process of reopening and give information that will need to be addressed in the implementation of their individual plans.**

**Due to the ever-changing information associated with COVID-19, these guidelines will be handled as an adaptive management plan or living document. This means that as information is made available, or when state orders or standards are issued, this information would be discussed, addressed and then reflected in this plan as soon as possible.**

### **NOTE:**

*The Morrow County Framework for Reopening shall be superseded by any less restrictive measures approved or allowed by the Governor or State of Oregon. It is not the intent of the Morrow County Board of Commissioners to require stricter conditions than those imposed by the Governor or State of Oregon.*

*This document is not intended to conflict with any Federal or State laws. If it is determined that any of the conditions of this framework conflict with Federal or State laws (including Governor Orders), those laws will supersede this framework for opening.*

## **Section I: Overview**

### **Morrow County**

Morrow County is a rural/frontier county located in North Eastern Oregon along the Columbia River to the Blue Mountains. It consists of 2,049 square miles and has a population of 11,173 (2010 census). Morrow County has five incorporated towns: Boardman (population: 3,405), Heppner (population: 1,289), Irrigon (population: 1,795), Ione (population: 330), and Lexington (population: 241). The County seat is Heppner, Oregon. The county's economy is historically based on the region's farming and ranching industry, with recent employment opportunities being provided by industry at the Port of Morrow facilities outside of Boardman, Oregon.

Morrow County has had only 10 confirmed COVID-19 cases (.085% of the population of Morrow County), with no hospitalizations, and no fatalities. This fact may be as a result of the county's sparse and spread out population (natural social distancing) and adherence to the government's guidelines on preventative measures to reduce exposure. Residents of Morrow County continue to comply with sound and practical efforts to control exposure and

contamination, self-isolation, hygiene, and all other precautionary measures, appropriate to age group, underlying condition, and all of the other relevant considerations.

This document is prepared in response to Governor Kate Brown’s solicitation of working strategies from Oregon counties, which support and enhance the “Public Health Framework for Reopening Oregon,” and in effort to promote a safe and sound opening guidance to our Eastern Oregon County.

## **Section II: Gating Criteria & Preparedness**

Morrow County’s plan for reopening is following the Governor’s objectives and each of the seven prerequisites must be met before Morrow County can enter phase one of Reopening Oregon. While many of these prerequisites are set at the county level, some are set at the Health Region or Statewide level.

- 1. Declining prevalence of COVID-19 (OHA document: “The Three Health Signs We Must See to Reopen Oregon”) a. The percentage of emergency department visits for COVID-19-like illnesses (CLI) are less than the historic average for flu at the same time of year. b. A 14-day decline in COVID-19 hospital admissions.**

With zero hospital admissions, Morrow County would fail to show a decline of admissions over a two-week period with even one admission. Morrow County has been fortunate to have only 10 positive tests to-date. While COVID-19 nationally was spreading rapidly early on, the quick and decisive measures taken have slowed that rate. In Eastern Oregon we have seen very slow growth in the majority of counties. The health and safety of our community is our priority, and the trend of slow or no growth must continue as our goal. However, it would be naive to think that we will not have more cases. Morrow County has created an Emergency Operations Center Review Committee in the Incident Command Structure to continuously monitor the situation, and identified Management Action Point metrics as part of an information-based, phased approach to reopening.

- 2. Minimum Testing Regimen (OHA document: “COVID-19 Strategic Testing Plan for Oregon” and “Oregon COVID-19 Testing and Contact Tracing Strategy”)**

Region 6 and 9, of which Morrow County is a part of, is able to administer COVID-19 testing at a rate of 21.7 per 10,000 people per week. With a current COVID-19 positive of .085%, we are prioritizing symptomatic persons and individuals who came into contact with a known COVID-19 positive person. Planning includes testing of all people in congregate settings if/when there is a positive test. In Morrow County this includes long-term care facilities among others. We are including frontline and essential workers and industries where workers may not be able to practice optimal physical distancing (e.g., agricultural processing, meat packing) as priorities. Morrow County is maintaining an appropriate number of testing sites to accommodate our rural

population and working with our medical and other partners to let them know where and how people can get tested. The region is working closely with local public health and OHA to use the collected data to track and trace the spread of the virus in all areas of our population.

Additional testing kits will be necessary to sustain a reopening plan. Morrow County Health District (MCHD) has a contract with Incite Labs. Incite Lab will provide 40 test kits/week for north and south County. Columbia River Health, the Federally qualified health care clinic, has a contract with Interpath Lab for testing.

Currently, Morrow County is following the guidance provided by OHA when testing patients for COVID-19. Morrow County Health District, as part of Region 9, has an Abbott Now ID point of care machine with testing priority using **OHA's Guidance for Providers Regarding COVID-19 Testing**. Current capacity is 50 cartridges, with cartridges supplied through Ops Center at this point in time, with expectations of increased capacity as manufacturing capacity increases.

Requests for sufficient tests are being managed by Morrow County Emergency Operations Center (EOC). Morrow County Health District and Columbia River Health Clinic will continue to use the state's existing Ops Center to make requests for testing media from the state. Oregon State Public Health Lab has contracted with Quest Lab, and the Ops Center has requested 600 testing kits to share with all county health care clinics. Ops Center is an electronic software tool that aids in the management of events.

#### **Access to Testing for Low-Income and Underserved Populations:**

The U.S. Census Bureau 2016 estimate of the county population is 11,274, with continued increasing growth occurring at the north end of the county. The Boardman community area of the county has also experienced growth of the Hispanic population - approximately 65% of the population identified as Hispanic origin compared to Irrigon (29%), Heppner (9.2%) and the state's 13 percent. Morrow County per capita income is less than the state and national average. The unemployment rate is similar to state and national rates (about 5%). The percent of the population living below poverty is similar to the state's 15%. The population living below 200% percent of the federal poverty level in Boardman is 45% and Irrigon (38%) which are greater than the state's (35%). For children below the age of 18, Boardman (32%) has a higher rate of poverty than other service areas; Heppner reports (15%), Irrigon (17%) and Oregon (23%). Between 36-100% percent (an average of nearly 79% of the students in Morrow County schools) are enrolled in the free and reduced school lunch program; 45% of students attending Ione School District are enrolled. Data reports over thirty percent of the population older than 5 years of age, speaks English less than very well in Boardman (6%).

While Morrow County Public Health Department does not directly provide testing, testing is accomplished through the Morrow County Health District with clinics in Heppner, Ione, and Irrigon, and Columbia River Health, a Federally Qualified Health Care Center in Boardman. The town of Lexington can access Ione or Heppner clinics. Morrow County has two predominate languages, Spanish and English. Every clinic has capability and personnel to offer Spanish and English as a first language orally and in written format. All clinics offer testing of those meeting OHA testing guidelines. Testing is set up for drive-through clinics, a clinic visit, and the

Emergency Department. Morrow County testing is available through the Oregon State Public Health Lab, onsite rapid test, and contracted commercial labs. Testing is offered at no out-of-pocket expense to patients per OHA guidelines. Residents who don't meet OHA guidelines but want a test can access testing in Umatilla County Urgent Care Centers. Many Morrow County residents also currently receive medical care in Umatilla County.

**3. Contact Tracing System (OHA document : “Oregon’s Plan to Stop the Spread of COVID-19,” “Oregon COVID-19 Testing and Contact Tracing Strategy” and “Interim Investigative Guidelines”)**

Morrow County Public Health Department (MCPHD) will take the lead on **Case Investigations** and **Contact Tracing** pursuant to guidelines provided by OHA. See Novel Coronavirus Disease 2019 (COVID-19) Interim Investigative Guidelines, dated April 1, 2020, available through OHA.

MCPHD will provide the staff for Case Investigations and Contact Tracing. This team will be led by the Communicable Disease Coordinator and Clinic RN Supervisor. Our COVID-19 Investigation Team is composed of seven MCPHD staff members, and two Eastern Oregon Modernization Collaborative staff members, trained in Contact Investigations. Four of the above listed team members have ORPHEUS (Oregon’s Communicable Disease Database) access. Oregon Health Authority has provided information that Contact Tracing teams should consist of a 15 per 100,000 ratios. Morrow County has trained contact tracers at a rate of nine tracers for the population of 11,603. Two of the contact tracers are of Hispanic ethnicity and are bicultural and bilingual, meeting the make-up of Morrow County.

Should additional support be needed, MCPHD will contact OHA Acute and Communicable Disease Program for additional assistance.

**4. Isolation Facilities.**

Should an individual or family that is experiencing a house-less situation contract COVID-19 or be identified as a contact of a known COVID-19 case, Morrow County will work within our EOC, including local partners, Public Health and Community Counseling Solutions to source lodging for them. We would also use our local services to provide the necessities of daily living, food, laundry, and medications while they are kept in isolation. We will also connect them with housing and food assistance programs or other services as requested by the family. Areas identified as possible isolation facilities include: Morrow County-owned facilities, hotels in north and south county, etc.

**Isolation Strategy**

Unless there is a need for medical services, it is recommended those who test positive for COVID-19 and/or have signs and symptoms, stay at home until they have been symptom-free for

72 hours (three days). By following these strategies, it will help protect the health and safety of workers in critical industries, high risk facilities, transportation, and all other sectors.

### **Testing/Response Availability**

Morrow County is prepared to contact trace 95% of all new cases within 24 hours following OHA Investigative Guidelines Novel Coronavirus Disease 2019 (COVID-19) Interim Investigative Guidelines, May 1, 2020.

An Emergency Operations Center/Medical Case Review Unit has been created in the Incident Command Structure. This group is made up of Morrow County Economic Development Coordinator, representative of local health care providers, Public Health Officials, and Emergency Management. This Unit will continuously be evaluating the numbers of tests done, positive tests and the information collected during contact tracing. Morrow County has residential long-term facilities, group homes, and food processing facilities. Morrow County does not have a jail but contracts with Umatilla County.

### **Example Response: Three Outbreak Situations**

#### **A. Food Processing Facility**

If an outbreak is confirmed in a food processing facility, the Department of Agriculture will be notified and they will be responsible for monitoring food safety, facility services, sanitation, and decontamination. The Local Health Department (LHD) will confirm and notify the state of an outbreak. The state and LHD will determine the local capacity for testing, disease investigation, contact tracing, and monitoring. If the outbreak exceeds local capacity, the LHD will request the state rapid COVID Team assist in the testing and outbreak investigation.

#### **B. Residential Care Facility**

Morrow County has residential care facilities including group homes. If an outbreak is confirmed in a residential facility, the state will be immediately notified and guidance requested. Morrow County has a rapid test machine, and all residents and staff can be tested if deemed appropriate during disease investigation. Positive cases will be isolated and assessed for appropriate level of care. If the outbreak exceeds local capacity, LHD will request the state rapid COVID Team assist in the testing and outbreak investigation.

#### **C. Jail Facility**

Morrow County contracts with Umatilla County Jail for beds. Morrow and Umatilla Counties partner and collaborate in many areas, and this response/work would be added to that list of partnerships. If there is an outbreak confirmed in the jail, Morrow County will partner with the Umatilla County Health Department and the Umatilla County Jail Health Administer to provide test kits for Abbott ID Rapid Test Machine, OSPHL test

kits, and collaborate with partners for courier service to designated test lab. Umatilla County will confirm and notify the state of the outbreak. Umatilla County jail/Umatilla County Health Department will be responsible for mandatory reporting to the state, administering tests, disease investigations, contact tracing, and surveillance. Morrow and Umatilla Counties contract and collaborate on many levels making this additional work a streamlined process.

**5. Morrow County will help to educate and follow the Statewide Sector Guidelines (OHA detailed reference documents: Sector-specific guidelines by sector)**

Each sector must adhere to Oregon Health Authority statewide guidelines to protect employees and consumers, make the physical workspace safer and implement processes that lower risk of infection in the business. Outreach to our economic partners and chambers has already brought forth proactive plans for reopening, while protecting the health and safety of our citizens. Morrow County will work with our partners to educate, prepare signage and proactively monitor activities.

**6. Sufficient Health Care Capacity (OHA document: “Guidance on resumption of non-emergent and elective procedures at hospitals”)**

The region including Morrow County is able to accommodate a 20% increase in suspected or confirmed COVID-19 hospitalizations, compared to the number of suspected or confirmed COVID-19 hospitalizations in the region at the time Executive Order No. 20-22 was issued. This metric is measured at the Health Region level, not at the county level. Morrow County recognizes we are currently able to meet these criteria and move into phase one.

**7. Sufficient PPE Supply (OHA document: “Guidance on resumption of nonemergent and elective procedures at hospitals”)**

PPE supply and the current supply chain are adequate for the needs identified within the County. Many sectors do not need medical-grade PPE. With the implementation of cloth/reusable face masks, there will not be an additional drain on the current supply chain for medical-grade PPE. The sector with the most need for medical-grade PPE is hospitals, first responders (police, medical, fire), clinics, etc. They are prioritized as follows: 1.) Hospital, First Responders, 2.) Clinics. We have been in communication with this group to ensure we have adequate resources to meet a 30-day supply, as well as surge needs of the following PPE items: N95 Masks,

Surgical Masks, Gowns, Gloves, Face Shields, Cloth Face Masks (used to cover N95/Surgical Masks) if face shields are not used. Until the supply chain is fully back to normal, reuse guidelines will remain in effect.

**Plan for Reopening**

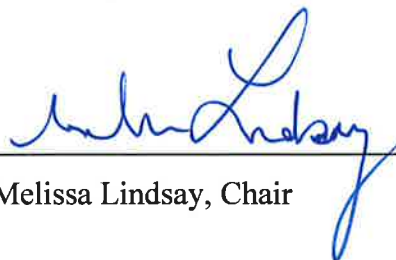
A phased approach to reopening our economy will keep the COVID-19 positive growth rate curve or line relatively flat. If no management action points are deemed reached within a two-week period, which would be the incubation period of the virus, then it could be permissible to move to the next phase with approval of the Emergency Operations Center Review Committee. The committee will review capacity of existing Gating Criteria & Preparedness per Governor Brown’s Reopening Oregon Framework including the expansion of Public Health’s capacity of case identification, contact tracing, and Isolation and Quarantine. Taking small, calculated steps will allow the economy to start reopening through a strategic approach that protects the health of the community. The EOC review Committee will make recommendations to the Board of Commissioners for decisions to move forward, hold or move backwards in the recommended reopening process.

An **Emergency Operations Center/ Medical Case Review Unit** has been created in the Incident Command Structure. This group is made up of Morrow County Economic Development Coordinator, representative of local health care providers, Public Health Officials, and Emergency Management. This Unit will continuously be evaluating the numbers of tests done, positive tests and the information collected during contact tracing. They could change the Management Action Points based on information, such as positive COVID tests from healthcare workers or residents and/or staff of a Long-Term Care Facility (LTCF).

Approved by the Chair of the Morrow County Board of Commissioners:

Dated this 8<sup>th</sup> day of May 2020.

**MORROW COUNTY BOARD OF COMMISSIONERS  
MORROW COUNTY, OREGON**

  
\_\_\_\_\_  
Melissa Lindsay, Chair





**MORROW COUNTY  
HEALTH DISTRICT**  
Excellence in Healthcare

PO BOX 9  
Heppner OR 97836  
Tel: 541-676-9133  
Toll Free: 1-800-737-4113  
[www.morrowcountyhealthdistrict.org](http://www.morrowcountyhealthdistrict.org)

5/7/2020

To: Governor Kate Brown

RE: Morrow County Letter of Support

This notice shall serve as Morrow County Health District/Pioneer Memorial Hospitals letter of support for the Morrow County Framework for Reopening report that has been approved by our Board of Commissioners and submitted to your office.

As CEO of the district, our staff and providers worked diligently with Morrow County Public Health and the Commissioners to draft a plan to gradually reopen the businesses in Morrow County with safety stops defined if the targets are achieved.

Morrow County Health District/Pioneer Memorial Hospital and its three rural health clinics have protocol in place to screen all employees coming to work on all shifts as well as any patient presenting to our clinics and hospital for services. We have restricted all visitors to our acute care and extended care units and will continue to monitor until we feel it is safe enough to allow visitors, who will be screened, in our facilities.

We feel confident that the plan to reopen Morrow County is the right approach and we support the Commissioners in this endeavor.

If you have any questions, please feel free to contact me at 541-676-2915 or at [bobh@moco hd.org](mailto:bobh@moco hd.org).

Sincerely;

Bob Houser, CEO, FACHE

Morrow County Health District

Heppner, OR 97836

Pioneer Memorial Hospital & Nursing Facility	Pioneer Memorial Home Health & Hospice	Pioneer Memorial Clinic	Irrigon Medical Clinic	Ione Community Clinic	Morrow County Ambulance
P - (541) 676-9133 F - (541) 676-2901 TDD - (541) 676-2908	P - (541) 676-2946 F - (541) 676-9017	P - (541) 676-5504 F - (541) 676-9025	P - (541) 922-5880 F - (541) 922-5881	P - (541) 422-7128 F - (541) 422-7145	P - (541) 676-9133 F - (541) 676-2901

**PREREQUISITES FOR PHASED REOPENING OF OREGON:**

**Region 9 Healthcare Coalition Prerequisites Checklist**

<b>Metric</b>	<b>Metric Met In Region?</b>	<b>Validation Sources</b>	<b>Challenges of Maintaining Compliance</b>
<b>2. Minimum Testing Regimen</b>			
Regions able to administer testing at a rate of 30 per 10k per week	YES	OHA County testing questionnaire completed by counties week of May 4, 2020.  ORPHEUS records of testing conducted.	National supply chain issues result in inadequate distribution of testing materials to frontier counties, which constricts them from expanding capacity and creates future uncertainties about ability to maintain capacity.
Sufficient testing sites accessible to underserved communities	YES	OHA County testing questionnaire completed by counties week of May 4, 2020.  Database of testing sites across region (in progress).	
<b>Sufficient Health Care Capacity</b>			
Region must be able to accommodate a 20% increase in suspected or confirmed COVID-19 hospitalizations	YES	HOSCAP daily reports  Existing hospital surge agreements  1135 hospital waivers  Hospital reopening attestation forms	None identified
<b>7. Sufficient PPE Supply</b>			
Hospitals in region are reporting PPE supply daily through HOSCAP	YES	HOSCAP daily reports	None identified
Hospitals in region must have a 14 or 30 day supply of PPE, depending on their size and whether they are a rural hospital.	YES	Regional health system daily metric reporting.  Hospital Reopening Attestation Forms: <ul style="list-style-type: none"> <li>• Pioneer Memorial Hospital</li> <li>• Good Shepherd Health Care System</li> <li>• CHI St. Anthony Hospital</li> <li>• Grande Ronde Hospital</li> <li>• Wallowa Memorial Hospital</li> <li>• Saint Alphonsus Medical Center- Baker City</li> <li>• Saint Alphonsus Medical Center - Ontario</li> </ul>	National supply chain is stabilizing but could destabilize with another nationwide surge.



P.O. Box 788 • Heppner OR 97836  
(541) 676-5618

Gregg Zody, AICP  
Director  
gzody@co.morrow.or.us

MEMORANDUM

TO: Board of Commissioners

THROUGH: Darrell Green, County Administrator and Interim Human Resources Director

FROM: Gregg Zody *GZ*  
Director, Community Development

SUBJECT: Community Development Monthly Report for May, 2020

DATE: May 11, 2020

**Fair Board**

1. Meeting scheduled for May 13, 2020 at 6:30 p.m. to discuss possible closure in light of Governor Brown's suggested guidance last week. I will be attending that meeting and recommend that the Fair Board wait for further guidance from the Governor's Office and gathering input from our community partners, including the Board of Commissioners, 4-H, FFA, Rodeo Board, to consider possible alternatives (i.e. virtual small and large livestock judging) if, in fact, the Governor cancels mass public gatherings;
2. It is important to understand that the Fair Board can cancel the Fair approximately 30 days or more from the scheduled Fair dates, as stipulated with the vendor contracts.

**Loop**

1. Was informed Friday afternoon that Nichole is resigning from her position effective May 22, 2020 to take a position in the private sector;
2. Scheduled meetings for amending the draft Drug and Alcohol Policy for drivers;
3. Upcoming discussion on paid drivers;
4. Updating Loop webpage;
5. Updated Volunteer Drive Application and posted it online (linked from Facebook to County webpage);
6. Working with the Coordinator on moving forward with fixed routes.

## **Planning**

### **RV Campgrounds**

1. Staff reached out to David Lawlor, Director of Development with Nextera Energy regarding the location of RV's related to their project. Staff is working to expedite this process as quickly as possible, as we have to send out adjacent property owner notifications for the administrative modification; notify the first responders regarding the location of the camps are for response purposes, and septic pump-outs for the RVs, if necessary.

### **2. UEC Hearing and Public Comment**

[From the PUC website] The public comment hearing on May 12<sup>th</sup> from 6-8 pm is an opportunity for customers and members of the public to offer unsworn testimony to the Commissioners and Administrative Law Judge. Because the purpose of this hearing is to take comments from the public, Umatilla Electric Cooperative (UEC) and the other parties to the proceeding will not make formal presentations and the Commissioners will not take questions.

Members of the UEC and the Commission Staff will be available to answer questions from the public during the public comment hearing. Comments made during the public comment hearing will be recorded and transcribed. The transcript will become part of the public comment record in the proceeding.

I spoke with Nadine Hanhan, on May 11<sup>th</sup> as a follow-up with my May 8<sup>th</sup> email inquiring about the public comment process and deadlines (including why we were not notified) with the Oregon Public Utility Commission, regarding the upcoming public comment meeting. The May 12<sup>th</sup> public comment meeting appears to be for verbal comment via phone.

According to Nadine, the final deadline for written public comment is May 19<sup>th</sup>, and the deadline to petition to intervene is May 26<sup>th</sup>.

### **3. 10 Acre zoning**

I am working with Tamra Mabbott regarding the process for 1) Creating the new district; 2) Determining permitted uses, and uses by Conditional Permit; 3) Procedure for creating a new zoning district as required by ORS. Umatilla County did something similar in the early 2000's, so I will reference their uses, and general ordinance language for the Code, as well as using similar language for their ordinance amendment resolution.

### **4. Code Enforcement**

Working with Rich Tovey on the language.



**LEGEND**

- CITY LIMITS
- INTERCHANGE AREA MANAGEMENT PLAN BOUNDARIES
- URBAN GROWTH BOUNDARY
- CENTRAL URBAN RENEWAL DISTRICT
- PUBLIC/OPEN SPACE
- WEST URBAN RENEWAL DISTRICT
- EAST COLUMBIA AVE. MULTI-FAMILY OVERLAY DISTRICT

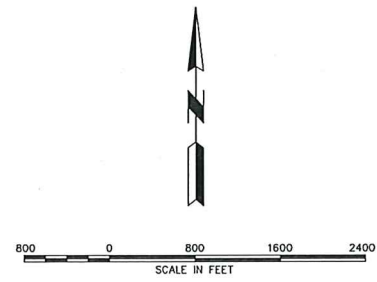
PLANNING COMMISSION CHAIR \_\_\_\_\_ DATE \_\_\_\_\_

**CITY ZONING**

- COMMERCIAL
- COMMERCIAL - HWY SUB DISTRICT
- LIGHT INDUSTRIAL
- GENERAL INDUSTRIAL
- BPA TRANSMISSION LINE EASEMENT SUB DISTRICT
- SERVICE CENTER
- RESIDENTIAL
- RESIDENTIAL (SUNRIDGE TERRACE SUB DISTRICT)
- RESIDENTIAL (MULTIFAMILY SUB DISTRICT)
- RESIDENTIAL (MANUFACTURED HOME SUB DISTRICT)
- FUTURE URBAN

**COUNTY ZONING**

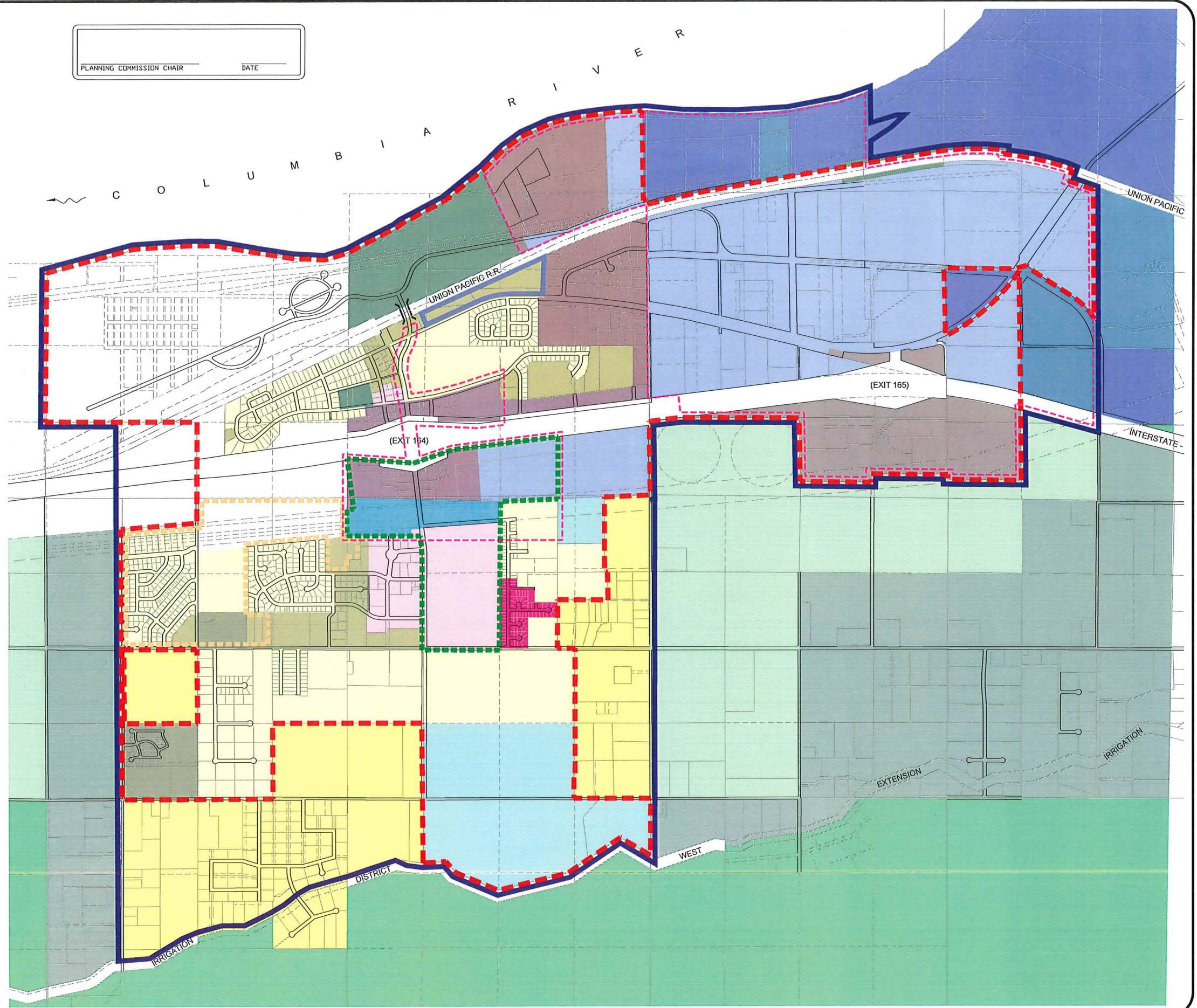
- GENERAL INDUSTRIAL - COUNTY
- SUBURBAN RESIDENTIAL (1 ACRE) - COUNTY
- FARM RESIDENTIAL (2 ACRES) - COUNTY
- SMALL FARM (40 ACRES) - COUNTY
- EXCLUSIVE FARM USE - COUNTY
- PORT INDUSTRIAL



**BOARDMAN, OREGON ZONING MAP**

UPDATED OCTOBER 2018

**anderson perry**  
& associates, inc.  
engineering surveying natural resources







AGENDA ITEM COVER SHEET
Morrow County Board of Commissioners
(Page 1 of 2)

(For BOC Use)
Item #
5i

Please complete for each agenda item submitted for consideration by the Board of Commissioners
(See notations at bottom of form)

Presenter at BOC: Darrell Green
Department: Interim Human Resource Director
Short Title of Agenda Item:
(No acronyms please)

Phone Number (Ext):
Requested Agenda Date: 5/13/2020

Human Resource Director/Manager Interview Team

This Item Involves: (Check all that apply for this meeting.)

- Order or Resolution
Ordinance/Public Hearing:
1st Reading 2nd Reading
Public Comment Anticipated:
Estimated Time:
Document Recording Required
Contract/Agreement
Appointments
Update on Project/Committee
Consent Agenda Eligible
Discussion & Action
Estimated Time: 10 minutes
Purchase Pre-Authorization
Other

N/A

Purchase Pre-Authorizations, Contracts & Agreements

Contractor/Entity:
Contractor/Entity Address:
Effective Dates - From: Through:
Total Contract Amount: Budget Line:
Does the contract amount exceed \$5,000? Yes No

Reviewed By:

Department Director Required for all BOC meetings
Darrell Green 5/11/2020 Administrator Required for all BOC meetings
County Counsel \*Required for all legal documents
Finance Office \*Required for all contracts; other items as appropriate.
Human Resources \*If appropriate

\*Allow 1 week for review (submit to all simultaneously). When each office has notified the submitting department of approval, then submit the request to the BOC for placement on the agenda.

Note: All other entities must sign contracts/agreements before they are presented to the Board of Commissioners (originals preferred). Agendas are published each Friday afternoon, so requests must be received in the BOC Office by 1:00 p.m. on the Friday prior to the Board's Wednesday meeting. Once this form is completed, including County Counsel, Finance and HR review/sign-off (if appropriate), then submit it to the Board of Commissioners Office.

# AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

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## **1. ISSUES, BACKGROUND, DISCUSSION AND OPTIONS (IF ANY):**

We started advertising for the Human Resource Director/Manager May 5, 2020 in the Heppner Gazette, East Oregonian and the Tri-City Herald. This position was advertised as Open until filled with the first review on May 22, 2020.

I would like to assemble an interview panel for this position consisting of the following;

County Administrator- Darrell Green

Finance Director- Kate Knop

Undersheriff- John Bowles

County Commissioner- Commissioner Russell based on past practice of rotating commissioners

County Director or outside party- Who would the Board of Commissioners recommend?

Based on past practice, we have rotated the commissioners on who is participates on the Interview Team. Per my research I show the following;

Commissioner Russell- HR Director, 2018

Commissioner Lindsay- Juvenile Director, 2019

Commissioner Doherty- Community Development Director, 2019

Commissioner Russell- HR Director, 2020

## **2. FISCAL IMPACT:**

## **3. SUGGESTED ACTION(S)/MOTION(S):**

Suggest the following people participate on the Interview Team;

County Administrator- Darrell Green

Finance Director- Kate Knop

Undersheriff John Bowles

Commissioner Russell

Director/Outside Party-

Attach additional background documentation as needed.





AGENDA ITEM COVER SHEET
Morrow County Board of Commissioners
(Page 1 of 2)

(For BOC Use)
Item #
5K

Please complete for each agenda item submitted for consideration by the Board of Commissioners
(See notations at bottom of form)

Presenter at BOC: Darrell Green
Department: Interim Human Resource Director
Short Title of Agenda Item:

Phone Number (Ext):
Requested Agenda Date: 5/13/2020

(No acronyms please) ORS 204.112 Sheriff's Salary

This Item Involves: (Check all that apply for this meeting.)

- Order or Resolution
Ordinance/Public Hearing:
1st Reading 2nd Reading
Public Comment Anticipated:
Estimated Time:
Document Recording Required
Contract/Agreement
Appointments
Update on Project/Committee
Consent Agenda Eligible
Discussion & Action
Estimated Time: 5 minutes
Purchase Pre-Authorization
Other

N/A

Purchase Pre-Authorizations, Contracts & Agreements

Contractor/Entity:
Contractor/Entity Address:
Effective Dates - From: Through:
Total Contract Amount: Budget Line:
Does the contract amount exceed \$5,000? Yes No

Reviewed By:

Department Director Required for all BOC meetings
Darrell Green 5/11/2020 Administrator Required for all BOC meetings
County Counsel \*Required for all legal documents
Finance Office \*Required for all contracts; other items as appropriate.
Human Resources \*If appropriate

\*Allow 1 week for review (submit to all simultaneously). When each office has notified the submitting department of approval, then submit the request to the BOC for placement on the agenda.

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# AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

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## 1. ISSUES, BACKGROUND, DISCUSSION AND OPTIONS (IF ANY):

ORS 204.112(4) Notwithstanding subsections (1) to (3) of this section, the Sheriff's salary shall be fixed in an amount which is not less than that for any member of the Sheriff's department.

In July of 2014 and in January of 2016 this ORS requirement was applied to the Sheriff's salary.

As of April 24, 2020 we are required to apply this ORS to the Sheriff's salary. In researching past County Court minutes and Compensation Board minutes, a dollar amount over the next highest paid Sheriff employee was not officially set.

The past practice has been to pay the Sheriff \$100.00 more annually than the next highest paid Sheriff's employee.

## 2. FISCAL IMPACT:

## 3. SUGGESTED ACTION(S)/MOTION(S):

Motion to set the Sheriff's salary at \$\_\_\_\_\_.\_\_ annually over the next highest paid Sheriff's employee.

Attach additional background documentation as needed.

## **2017 ORS 204.112<sup>1</sup>**

### **County compensation board**

- **members**
- **compensation review and recommendations**

- (1)** Each county governing body shall appoint a county compensation board. A county compensation board shall consist of from three to five members, who are knowledgeable in personnel and compensation management.
- (2)** The county compensation board shall annually recommend a compensation schedule for the county elective officers mentioned in ORS 204.005 (Election or appointment of county officers).
- (3)** The county compensation board shall annually review the compensation paid to persons comparably employed by the State of Oregon, local public bodies and private businesses within a labor market deemed appropriate by the board for each elective officer. The county compensation board shall take into account such factors as the number of employees supervised and the size of the budget administered by each elective officer, the duties and responsibilities of each elective officer, and the compensation paid to subordinates and other appointed employees who serve in positions of comparable management responsibility. The county compensation board shall prepare and approve by majority vote a recommended compensation schedule for the elective officers and shall submit the recommended compensation schedule to the county governing body.
- (4)** Notwithstanding subsections (1) to (3) of this section, the sheriff's salary shall be fixed in an amount which is not less than that for any member of the sheriff's department. [1989 c.941 §1]

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<sup>1</sup> Legislative Counsel Committee, *CHAPTER 204—County Officers*, [https://www.oregonlegislature.gov/bills\\_laws/ors/ors204.html](https://www.oregonlegislature.gov/bills_laws/ors/ors204.html) (2017) (last accessed Mar. 30, 2018).

REASON FOR INC.	SHERIFF MATLACK		REASON FOR INC.	STEVE MYREN		REASON FOR INC.	TERRY HARPER	
	MONTHLY	ANNUALLY		MONTHLY	ANNUALLY		MONTHLY	ANNUALLY
7/1/2013 COLA 3%	\$6,262	\$75,144	COLA 2.67%	\$5,996	\$71,952	COLA 2.67%	\$6,117	\$73,404
1/3/2014	\$6,262	\$75,144	STEP INC	\$6,117	\$73,404		\$6,117	
7/1/2014	\$6,262	\$75,144	COLA 2.75%	\$6,285	\$75,420	COLA 2.75 %	\$5,898	\$70,776
7/1/2014	\$6,262	\$75,144	PAY SCALE REAL/RECLASS	\$7,554	\$90,648	PAY SCALE REAL/RECLASS	\$6,525	\$78,300
7/1/2014 *STAT REQ INCREASE OVER STEVE	\$7,562	\$90,744		\$7,554			\$6,525	
7/1/2015 COLA 3%	\$7,789	\$93,468	COLA 3%	\$7,780	\$93,360	COLA 3%	\$6,721	\$80,652
12/6/2015	\$7,789	\$93,468		\$7,780		STEP INC	\$7,057	\$84,684
1/3/2016 *STAT REQ INCREASE OVER STEVE	\$8,178	\$98,136	STEP INC	\$8,169	\$98,028		\$7,057	
7/1/2016	\$8,178	\$98,136				COLA 3%	\$7,269	\$87,228
4/4/2017	\$8,178	\$98,136				S.O. RESTRUCTURE	\$7,632	\$91,584
7/1/2017 COLA 3%	\$8,423	\$101,076				COLA 3%	\$7,861	\$94,332
4/24/2018	\$8,423	\$101,076				STEP INC	\$8,254	\$99,048
7/1/2018 COLA 3%	\$8,676	\$104,112				COLA 3%	\$8,502	\$102,024
7/1/2019 COLA 3%	\$8,936	\$107,232				COLA 3%	\$8,757	\$105,084
4/24/2020	\$8,936	\$107,232				FINAL STEP	\$9,195	\$110,340
7/1/2020 COLA ?								

**\*ORS 204.112 (4) Notwithstanding subsections (1) to (3) of this section, the sheriff's salary shall be fixed in an amount which is not less than that for any member of the Sheriff's department.**



## PLANNING DEPARTMENT

PO Box 40 • 205 Third Street NE  
Irrigon, Oregon 97844  
(541) 922-4624

### MEMORANDUM

To: Morrow County Board of Commissioners  
From: Stephanie Case, Interim Planning Director  
Date: May 11, 2020  
RE: Planning Update

For the month of April, the Planning Department accepted fewer applications than previous months, totaling just over 20, and had 1 action in front of the Planning Commission (socially distanced appropriately) and 1 application for the May Planning Commission meeting.

The following represents current work and anticipated actions in the Planning Department:

#### **Energy Development Activities:**

Activity continues on the following energy facilities in Morrow County: Wheatridge, Orchard Wind, Shepherds Flat and Boardman-to-Hemingway. Morrow County submitted formal comment as a reviewing agency to the Oregon Department of Energy for the Request for Amendment 2 for the Carty Generation Station Site Certificate.

#### **Housing:**

A great number of new projects in Morrow County are for new and updated dwellings. There are a few projects that would compliment the increased demand related to housing, including: updates in the Zoning Ordinance around dwelling design standards (especially manufactured home standards), a zone for 10-acre residential within the Ordinance, the possibility of accessory dwelling units, and the next steps on the Buildable Lands Inventory process.

#### **Continued Operations:**

Due to increased demand, updates are ongoing on the website for ease of navigation and providing a more streamlined customer service experience for the Planning Department. We have only had a few appointments for application reviews and drop-offs and have submitted application to Point and Pay to accept credit card payments, though we are still waiting for acceptance.

Gregg Zody has begun coordinating projects with Planning staff and we look forward to rolling on some of those very soon!

Stay healthy and safe all!

*Stephanie*



P.O. Box 867 • Heppner OR 97836  
(541) 676-5615

## Finance

Kate Knop  
Finance Director  
kknop@co.morrow.or.us

TO: Board of Commissioners  
Interested Parties

FROM: Kate Knop, Finance Director *KK*

DATE: May 13, 2020

RE: Finance Department – Quarterly Report

Please accept my Finance Director Quarterly Report for January – March, 2020. During the past quarter, my efforts have been focused on the retirement plan re-design, Teamsters Collective Bargaining, and budget preparation for fiscal year 2020-2021, all while navigating new COVID-19 standards. The work included the following.

- Budget FY 2019-2020
  - Budget resolutions:
    - R-2020-XX, Road, Sheriff, and Health Depts. (May)
- Budget FY 2020-2021
  - Forecast complete on January 22, 2020
  - Budget worksheets – distributed on January 24, 2020
  - Met with Department Directors & Managers on budget proposals
  - Assist new Department Directors with the Budget Process:
    - Planning, Heritage Trail, Building Permit Fund
    - Community Development
    - Special Transportation, STF Vehicle Reserve, 5310 Grant Fund
    - Surveyor Department
    - Juvenile Department
  - Finalized new budget hearing structure and requirements amid COVID-19.
  - Budget Hearings held from April 14 – 16, 2020
    - Budget Committee approves budget at \$50,299,189
  - Prepared LB – 1 for Public Hearing Notice
    - Rescheduled for May 27, 2020
  - Board reviews COLA for Elected Officials & Non-Represented Employees on May 6, 2020
    - Approved 2.5% COLA, budget changes to follow
- Morrow County Retirement Plan
  - The Plan
    - Continue to see an increase in retirement requests.
  - The Re-Design
    - The negotiation continued with a meeting beginning in February, 2020
    - Consensus with AFSME representatives to move new hires, to a Defined Contribution plan effective July 1, 2020.

- Consensus with Teamsters Negotiating Team to move new hires to PERS effective July 1, 2020.
  - Process in creating “DC” and “PERS” plan is continuing to move forward.
- Teamster’s Collective Bargaining.
  - Negotiating Team met from February – April. Resulted in ratified agreement effective July 1, 2020 – June 30, 2023 with positive outcomes for both the County and Members.
  - Prepared fiscal impact comparison information for multiple COLA levels.
  - Approved migration of newly hired Teamsters Members to PERS, effective July 1, 2020.
- Directors’ Meeting
  - March 10, 2020
    - Presentation of Federal Guidelines of the Single Audit and OMB Circular No. A-133
- Leadership Team
  - Participate as time permitted.
- Department Support
  - Public Works
    - Bi-weekly meetings, review projects
  - Health Department,
    - Assist with contract review, compliance, and quarterly fiscal reporting
  - Human Resources
    - COLA analysis
    - Workers’ Compensation
- Finance Team
  - Staff Accountant – Deanne Irving
    - Bank Reconciliations
    - Reports
      - CAMI Quarterly Report – submitted on time.
      - Morrow County and Trust quarterly payroll reports for the Department of the Treasury and four states including: Oregon, Montana, Idaho, and Indiana.
      - Victim/Witness Assistance
      - State of Oregon Lodging Tax (Parks)
      - Support Enforcement Room Allocation
      - STF (the Loop) Room Allocation
      - Veterans Application, Year-End Final, and Quarterly Report
      - Health Department – Qtrly. Report transition with Vickie and Diane
    - Budget
      - Researched ways to provide meaningful enhancements to the Budget Document.
      - Provided summary of Fund history for the Equity Fund and the Title III Forest Fund.
      - Assisted with input of budget worksheets into Incode.
    - Insurance
      - Continue to work with Sheriff’s department on vehicle claims.
      - Updating vehicle asset list (acquisitions and dispositions).
    - Office Machine and Records Management research team (Administration and Finance)



- Worked with Roberta to meet with Office Machine vendors, requested quotes and summarized submissions.
- Attended virtual presentations with Roberta regarding various Records Management solutions.
- Accounts Payable – SaBrina Bailey
  - Weekly accounts payable claims
    - increase efficiency with Visa statement processing.
    - improve communication between various departments on coding issues.
  - Annual distribution of 1099's completed.
  - Vendor reconciliation and consolidation in software program
  - Processed monthly retirement withholding payments and state reports.
  - Budget Document Preparation and planning for Budget Hearings.

GREG WALDEN  
SECOND DISTRICT, OREGON

ENERGY AND COMMERCE  
CHAIRMAN

E-MAIL VIA WEBSITE:  
<http://walden.house.gov>



Congress of the United States  
House of Representatives

May 5, 2020

Correspondence

DISTRICT OFFICES:  
14 N CENTRAL AVENUE, SUITE 112  
MEDFORD, OR 97501  
TELEPHONE: (541) 776-4646  
TOLL FREE: (800) 533-3303

1051 NW BOND STREET, SUITE 400  
BEND, OR 97701  
TELEPHONE: (541) 389-4408

1211 WASHINGTON AVENUE  
LA GRANDE, OR 97850  
TELEPHONE: (541) 624-2400

The Honorable Kate Brown  
Governor of Oregon  
State Capitol  
Salem, OR 97310

Dear Governor Brown,

I know we share a common commitment to do all we can to make sure our local governments are not left out of the equation when funds provided to the state for unbudgeted, COVID-19-related expenses. In my regular conversations with county commissioners, mayors, councilors and special district leaders, it is clear that they have unbudgeted, COVID-19-related costs and they are in definite need of financial assistance.

Governor, as you and I have discussed, while the funds Congress made available to states cannot be used for direct revenue replacement, the Department of Treasury has continued to issue guidance making clear that COVID-related costs borne by local government are eligible for assistance from the state. The latest guidance came out last night and can be found at: <https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Frequently-Asked-Questions.pdf>

Importantly, many states—including our neighbors in Washington and Idaho—have already moved forward to make funds available to their local government partners. The governor of Idaho established an advisory committee that recommended, among other things, that \$94 million be set aside on a per-capita basis for each city and county to draw upon for their qualified COVID-related expenses.

Commissioners throughout my district are asking for financial help. Every county faces costs to comply with the state's plan to reopen. If nothing else, these are clearly COVID-related costs of compliance. I write to ask that you and the Emergency Board of the Legislature reconsider the decision to not share funds with local governments, and instead do what other states are already doing to help their local government partners as was intended by Congress when we voted to send states these funds.

Sincerely,

Greg Walden  
Oregon's 2<sup>nd</sup> District  
U.S. Representative

cc: Oregon County Commissioners  
Oregon State Legislators

# Congress of the United States

Washington, DC 20510

May 5, 2020

The Honorable Ryan McCarthy  
Secretary of the Army  
1400 Defense Pentagon  
Washington, D.C. 20310-1400

Dear Secretary McCarthy:

We write to express our concern about the Army's apparent willingness to walk away from its obligation to remediate the Ammunition Disposal Area (ADA) at the now-closed Umatilla Chemical Depot in Umatilla, Oregon. We urge you in the strongest terms to continue and complete the critical remediation work now being done.

The Army opened a depot at Umatilla in the early 1940s and stored a variety of munitions and supplies there over the next half century, including chemical weapons. The Army formally closed the depot in 2012 with plans to transfer 7,500 acres to the Army National Guard for use by the Oregon National Guard. Those 7,500 acres include the ADA—roughly 1,730 acres that the Army used to dispose of “ordnance and other solid wastes by burning, detonation, dumping, or burial.”

The Army is required to clean up the ADA under the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) and as directed by agreements with the Environmental Protection Agency, National Guard Bureau, and Oregon Department of Environmental Quality. Even so, the Army now appears to be walking away from its obligation. Doing so would limit the Oregon National Guard's ability to use this land for training but more than that, it would limit the Guard's ability to put out wildfires on the land and endanger those who live in the area—particularly since munitions have now been found on neighboring private property. Although Department of Defense guidance gives priority to projects that pose a risk to the health and safety of communities, the Army tells us it will stop work at Umatilla because the ADA will require more remediation than the Army previously thought and because the Army has run out of money.

To the first point: remedial actions at Umatilla began in 1996 and even if the Army's most recent contract could not anticipate the full scope of the work, the answer isn't to pull the plug. There's a saying about what to do when a job gets tough and it doesn't end with “the tough call it quits.” To the second point, Congress provided the Army more than \$175 billion last year and appropriated more than \$700 billion in total military spending. We simply reject the idea that the Army cannot afford to properly clean up the potentially-deadly mess it made at Umatilla. We hope it is also clear to the Army that with a contractor on site now, it will cost much less to continue this work than it will to wind down and restart this process at some future date.

In sum, the Army's arguments for walking away from Umatilla simply do not wash. Accordingly, we urge you to quickly continue the important—and obligatory—remediation work. We stand ready to work with you, including through the appropriations process if necessary.

We thank you for your service and anticipate your prompt response.

Sincerely,



Ron Wyden  
United States Senator



Jeffrey A. Merkley  
United States Senator



Betty McCollum  
Member of Congress



Greg Walden  
Member of Congress



Dean Phillips  
Member of Congress

**BEFORE THE PUBLIC UTILITY COMMISSION  
OF OREGON**

PCN 4

In the Matter of

UMATILLA ELECTRIC COOPERATIVE,

Petition for Certification of Public  
Convenience and Necessity.

PREHEARING CONFERENCE  
MEMORANDUM

On April 8, 2020, the Public Utility Commission of Oregon held a prehearing conference in this docket. Representatives appeared on behalf of Umatilla Electric Cooperative and Commission Staff.

**Procedural Schedule**

The parties agreed to the following procedural schedule, which was modified and adopted:

EVENT	DATE
Public Comment Hearing (Tentative)	May 12, 2020
Deadline for Written Public Comments	May 19, 2020
Requested Petition to Intervene Deadline	May 26, 2020
Prehearing Conference(Tentative)	June 11, 2020
Staff and Intervenors Opening Testimony	<b>June 29, 2020</b>
Company Reply Testimony	<b>July 17, 2020</b>
Hearing (Tentative)	July 21, 2020
All Party Opening Briefs	August 7, 2020
All Party Reply Briefs	<b>August 24, 2020</b>
Target Date for Commission Decision	October 2, 2020

Beginning June 1, 2020, the parties agree to a seven business day data response turn-around. The proposed dates for Staff and intervenors opening testimony, the Company's reply testimony and all party reply briefs were each moved back one or more business days, in order to accommodate the current circumstances in the Administrative Hearings Division due to COVID-19 precautions.<sup>1</sup>

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<sup>1</sup> The three modified dates are shown in bold in the table.

By statute, a person may petition to intervene at any time before the close of the record. However, because it is helpful if parties are identified early in the proceedings, the Commission requests that petitions to intervene be filed by the date identified above.

Parties are reminded that attorneys not licensed in Oregon wanting to appear before the Commission in this docket must file an application for admission to appear pro hac vice.<sup>2</sup>

Dated this 22<sup>nd</sup> day of April, 2020, at Salem, Oregon.



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Christopher J. Allwein  
Administrative Law Judge

Attachment: Notice of Contested Case Rights and Procedures

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<sup>2</sup> See UTCR 3.170, OAR 860-001-0320.

## NOTICE OF CONTESTED CASE RIGHTS AND PROCEDURES

Oregon law requires state agencies to provide parties written notice of contested case rights and procedures. Under ORS 183.413, you are entitled to be informed of the following:

**Hearing:** The time and place of any hearing held in these proceedings will be noticed separately. The Commission will hold the hearing under its general authority set forth in ORS 756.040 and use procedures set forth in ORS 756.518 through 756.610 and OAR Chapter 860, Division 001. Copies of these statutes and rules may be accessed via the Commission's website at [www.puc.state.or.us](http://www.puc.state.or.us). The Commission will hear issues as identified by the parties.

**Right to Attorney:** As a party to these proceedings, you may be represented by counsel. Should you desire counsel but cannot afford one, legal aid may be able to assist you; parties are ordinarily represented by counsel. The Commission Staff, if participating as a party in the case, will be represented by the Department of Justice. Generally, once a hearing has begun, you will not be allowed to postpone the hearing to obtain counsel.

**Notice to Active Duty Servicemembers:** Active Duty Servicemembers have a right to stay these proceedings under the federal Servicemembers Civil Relief Act. For more information contact the Oregon State Bar at 800-452-8260, the Oregon Military Department at 503-584-3571 or the nearest United States Armed Forces Legal Assistance Office through <http://legalassistance.law.af.mil>. The Oregon Military Department does not have a toll free telephone number.

**Administrative Law Judge:** The Commission has delegated the authority to preside over hearings to Administrative Law Judges (ALJs). The scope of an ALJ's authority is defined in OAR 860-001-0090. The ALJs make evidentiary and other procedural rulings, analyze the contested issues, and present legal and policy recommendations to the Commission.

**Hearing Rights:** You have the right to respond to all issues identified and present evidence and witnesses on those issues. *See* OAR 860-001-0450 through OAR 860-001-0490. You may obtain discovery from other parties through depositions, subpoenas, and data requests. *See* ORS 756.538 and 756.543; OAR 860-001-0500 through 860-001-0540.

**Evidence:** Evidence is generally admissible if it is of a type relied upon by reasonable persons in the conduct of their serious affairs. *See* OAR 860-001-0450. Objections to the admissibility of evidence must be made at the time the evidence is offered. Objections are generally made on grounds that the evidence is unreliable, irrelevant, repetitious, or because its probative value is outweighed by the danger of unfair prejudice, confusion of the issues, or undue delay. The order of presenting evidence is determined by the ALJ. The burden of presenting evidence to support an allegation rests with the person raising the allegation. Generally, once a hearing is completed, the ALJ will not allow the introduction of additional evidence without good cause.



Notice of Contested Case Rights and Procedures continued

**Record:** The hearing will be recorded, either by a court reporter or by audio digital recording, to preserve the testimony and other evidence presented. Parties may contact the court reporter about ordering a transcript or request, if available, a copy of the audio recording from the Commission for a fee set forth in OAR 860-001-0060. The hearing record will be made part of the evidentiary record that serves as the basis for the Commission's decision and, if necessary, the record on any judicial appeal.

**Final Order and Appeal:** After the hearing, the ALJ will prepare a draft order resolving all issues and present it to the Commission. The draft order is not open to party comment. The Commission will make the final decision in the case and may adopt, modify, or reject the ALJ's recommendation. If you disagree with the Commission's decision, you may request reconsideration of the final order within 60 days from the date of service of the order. *See* ORS 756.561 and OAR 860-001-0720. You may also file a petition for review with the Court of Appeals within 60 days from the date of service of the order. *See* ORS 756.610.

**From:** Scott Yarrow

**Sent:** Saturday, May 9, 2020 4:07 PM

**Subject:** Bowling Help!

Dear Commissioners,

I am writing today to ask your help in getting bowling centers added to the list of phase one businesses that can open. Bowling is currently listed as a phase two activity, however, I feel the reason it has been left off is due to a lack of understanding by the governor's office. Bowling is not only a type of business that can abide by social distancing and the guidelines outlined by the state, we are one of the few businesses that have the ability to monitor and enforce those guidelines. Almost all bowling centers have a front counter facing the lanes where customers are bowling and staff in a position to monitor the customers activity

Bowling centers are by nature large building that make social distancing easier to accommodate. Centers can easily use every other lane (6 feet) to keep groups apart. While over half of my bowlers have their own equipment, the other customers could receive their shoes and bowling balls from a staff member. When the customers is done, shoes, and bowling balls will be left in the bowling area. This will allow a staff member to disinfect the shoes and bowling balls before they are used again.

I feel that the sport of bowling has a vital need right now for the physical and emotional health of our communities. Not only can it be done safely and give people a much needed stress relief, it is also good physical exercise. For many of my customers this is one of the few types of exercise they get. Did you know that bowling three games can be the equivalent of walking one mile?

As phase one currently reads customers will be allowed to be in my building to eat, to have cocktails, play lottery games, play coin operated arcade games, but will not be allowed to bowl. This is probably the safest activity they can do in my building and it is currently not allowed. This process seems very arbitrary and I feel that if the guidelines can be met we should be allowed to accommodate bowling! I would appreciate your help letting the governor's office know that bowling can be done safely and can have a positive effect on our communities.

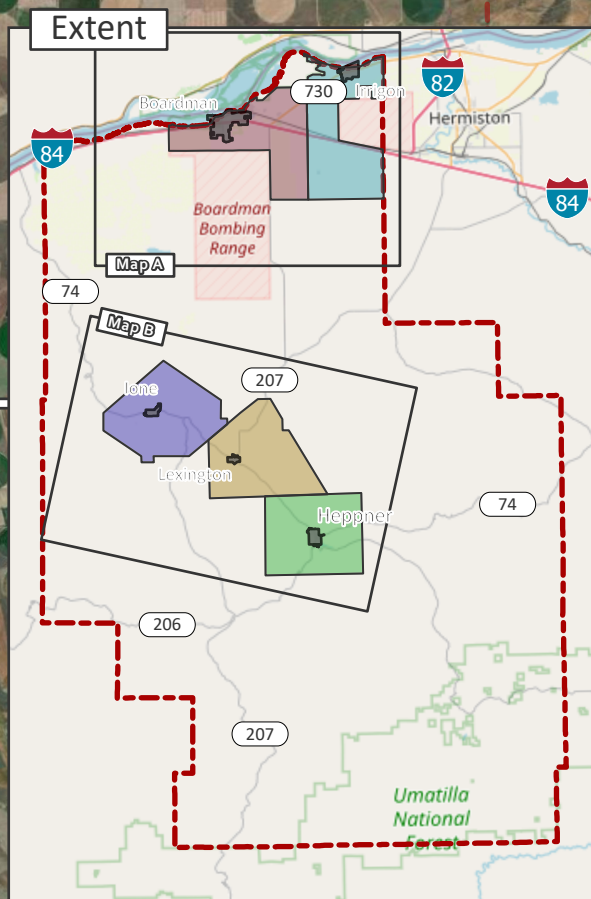
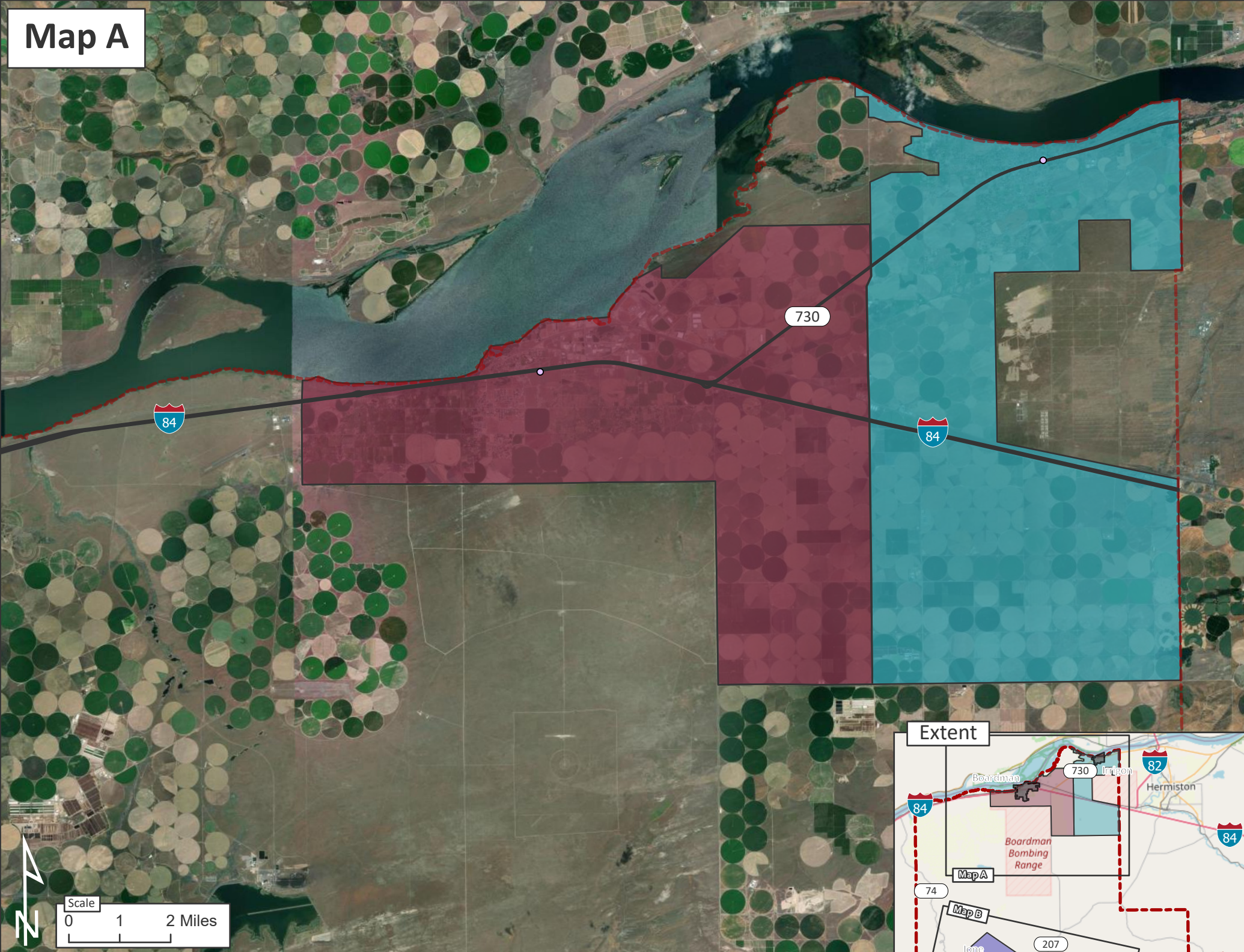
Thank you for your support,

Scott Yarrow

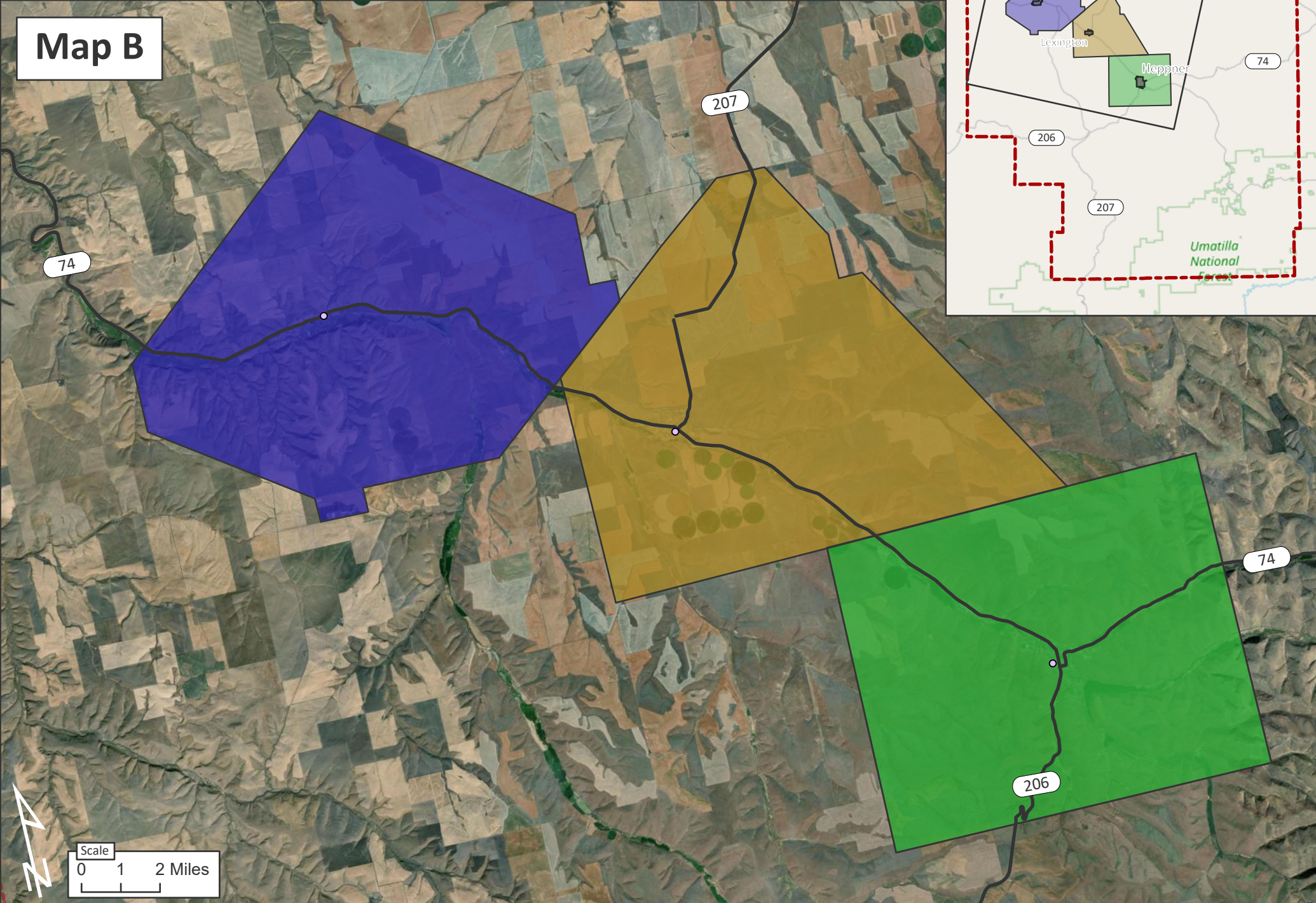
Owner/Manager - Highland Bowl



Map A



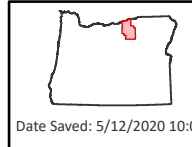
Map B



**CREZ  
Proposed Zones**

**Legend**

Boardman = 32,244 ac <sup>2</sup>	Ione = 32,051 ac <sup>2</sup>
Heppner = 32,058 ac <sup>2</sup>	Irrigon = 32,761 ac <sup>2</sup>
	Lexington = 32,273 ac <sup>2</sup>



Cartography By: Stephen Wrecsics  
 Morrow County Planning Department  
 Coordinate System: NAD83 Oregon GIC Lambert ft  
 Datum: North American 1983  
 Projection: Lambert Conformal Conic  
 Date Saved: 5/12/2020 10:07 AM  
 Folder: S:\Enterprise Zone\Maps\