

Remove: 4a. Highly Rural Vets Transportation Grant (scheduled for next week).

Request to add: 5f. Public Works request to transfer within budget to Capital Outlay for future purchases (Tab7).

Request to add as part of Planning Update: Consideration of DLCDC Small Jurisdiction Grant (Tab 8).

MORROW COUNTY BOARD OF COMMISSIONERS MEETING AGENDA

Wednesday, October 11, 2017 at 9:00 a.m.

Irrigon Branch of the Oregon Trail Library District, Community Room

490 N.E. Main Ave., Irrigon, OR

1. **Call to Order and Pledge of Allegiance - 9:00 a.m.**
2. **City and Citizen Comments** – This is the time provided for individuals wishing to address the Board regarding issues that are not already on the agenda.
3. **Open Agenda** – This is the time for the Board to introduce subjects that are not already on the agenda.
4. **Consent Calendar**

Tab 1 a. Approve Claims: Accounts Payable dated October 12th; October 2017 Retirement Taxes dated October 3rd; Monthly Payroll Payables dated October 2, 2017.

b. Letter in Support of Public Health Modernization Implementation Request for Proposals (Sheree Smith, Public Health Director)

Tab 2 c. Casey Eye Institute Outreach Screening Partner Agency Agreement; Facility Usage Agreement for St. Patrick's Parish Hall (Sheree Smith, Public Health Director)

d. Columbia River Community Health Services request to complete Business Associate Contract for HIPAA compliance regarding Protected Health Information (Sheree Smith, Public Health Director)

Remove e. Highly Rural Veterans Transportation Grant (Anita Pranger, Special Transportation)

5. Business Items

Tab 3 a. Youth Suicide Response Protocol (Kimberly Lindsay, Executive Director, Community Counseling Solutions)

Tab 4 b. Irrigon-Boardman Emergency Assistance Center Update (JoAn Smith, Coordinator)

c. Consider adding Board of Commissioners Business Meetings to the schedule

Tab 5 d. First Readings of Adopting Ordinances (Carla McLane, Planning Director)

i. ORD-2017-5: Marijuana Opt-Out Update Ordinance

ii. ORD-2017-6: Site Development Review Adopting Ordinance

iii. ORD-2017-7: Ione Urban Growth Boundary Adopting Ordinance

Tab 6 e. 2018 Holiday Schedule (Karen Wolff, Human Resources Director)

6. Staff Reports **Tab 7 5f. Public Works Budget Transfer Request**

Tab 8 a. Planning Department Monthly Report (Carla McLane, Director); **DLCDC Small Jurisdiction**

Tab 9 b. Justice Court Quarterly Report (Judge Ann Spicer) **Grant**

Tab 10 7. Correspondence

8. Commissioner Reports

9. **Executive Sessions:** Pursuant to ORS 192.660(2)(e) – To conduct deliberations with persons designated by the governing body to negotiate real property transactions. Pursuant to ORS 192.660(2)(a) – To consider the employment of a public officer, employee, staff member or individual agent. Pursuant to ORS 192.660(2)(d) – To

conduct deliberations with persons designated by the governing body to carry on labor negotiations.

10. Adjournment

Agendas are available every Friday on our website (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 Kim Cutsforth, Interim Administrative Officer at (541) 676-2529.

AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

1. **TITLE OF AGENDA ITEM:** RFP application submission process with Oregon Health Authority

2. **ISSUES, BACKGROUND, AND DISCUSSION:** The State of Oregon, acting through the Oregon Health Authority (OHA), Public Health Division is issuing the RFP to implement the Public Health Modernization framework. Two different Tracks are offered and funding is based on the total population (Up to a maximum of \$700,000 for 500,000 or more people served).
Track 1 – Regional Partnership Implementation
Track 2 – Regional Partnership Capacity Building
RFP eligibility requires regional partnership. After discussions with other Public Health Administrators, it seems logical to utilize the existing partnership of the 12 counties within the Eastern Oregon Coordinated Care Org (EOCCO). Two additional counties wish to participate (Wasco and Hood River). This would result in a 14 County collaboration which we believe to be a strong proposal, eligible for the maximum award and likely to be successful. Greater Oregon Behavioral Health Inc (GOBHI) is supportive of the proposal and have offered to provide a professional grant writer to complete and submit the application at no cost to any of the participants. Work sessions/discussions between the 14 counties are currently underway.
PH Modernization has prioritized Communicable Disease (CD) and the 14 county collaboration believes that having an Epidemiologist and a CD Strike team would be invaluable to provide assistance in managing and investigating outbreaks, providing educational opportunities, data analysis, support, etc. One entity would act as the Fiscal Agent for the region.
The funding period would be January 2018 to June 30th, 2019. There are no expectations that any of the entities involved would sustain the program if funding does not continue through the State.

3. **OPTIONS:** Although no county is required to apply, non-participation would result in no funds to increase capacity and responsiveness in any way.

4. **FISCAL IMPACT:** N/A One entity within the 14 County region would serve as the fiscal agent, so no funding would be awarded directly to Morrow County. The impact would be increased capacity in preparing for and responding to CD events would be the result of a successful award.

5. **STAFF RECOMMENDATIONS:** This funding will not impact staffing FTE at the local level.

6. **SUGGESTED ACTION(S) / MOTION(S):**
BOC awareness with approval of the proposed plan to submit a regional RFP, and submission of a letter of support to accompany the application (Due 10/24/17).
 - Attach additional background documentation as needed.

Routing: Original or copies of signed contract or document should be sent to the following:

- | | |
|--|--|
| <input checked="" type="checkbox"/> Clerk (Original for recording) | <input checked="" type="checkbox"/> Finance Department (Copy for file) |
| <input checked="" type="checkbox"/> Board of Commissioners (Copy for file) | <input checked="" type="checkbox"/> Department – For distribution |
| <input type="checkbox"/> Other _____ | |

October 11, 2017

Re: Eastern Oregon Public Health Modernization Implementation Project

Dear Review Committee:

The Morrow County Board of Commissioners is pleased to provide this letter of support for the Eastern Oregon Modernization Implementation Project 14-County Collaboration application.

The Morrow County Board of Commissioners believes this project will ensure there are critical public health protections in place for Oregonians east of the I-5 Corridor by developing a regional approach to reduce communicable diseases and improve the lives of our unique population.

The Morrow County Commissioners commit Morrow County to serve as a vital partner in the project. We believe this project can serve to allow our agency to respond to communicable disease needs with more capacity and expertise. Efficiencies can be gained through shared services and use of electronic media to coordinate response.

MORROW COUNTY BOARD OF COMMISSIONERS

Melissa Lindsay, Chair

Jim Doherty, Commissioner

Don Russell, Commissioner/Vice Chair

STATE OF OREGON



COVER PAGE

Oregon Health Authority-Public Health
PUBLIC HEALTH MODERNIZATION IMPLEMENTATION
Request for Proposal (RFP)

RFP #4461

Date of Issue: September 12, 2017

Closing Date and Time: October 24, 2017 at 3:00 pm PST

Single Point of Contact (SPC): Tammy L. Hurst, OCAC, OPBC, Contract Specialist

If delivered on or prior to October 5, 2017 the following address is to be used:

Address: 250 Winter Street NE, Room 306
City, State, Zip: Salem, Oregon 97301
Phone: 503-947-5298
E-mail: tammy.hurst@state.or.us

If delivered after October 5, 2017 the following address is to be used:

Address: 635 Capitol Street NE, Suite 350
City, State, Zip: Salem, Oregon 97301
Phone: 503-947-5298
E-mail: tammy.hurst@state.or.us

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 or call 503-378-3486 (voice) or 503-378-3523 (TTY) to arrange for the alternative format.

The State of Oregon promotes equal opportunity for all individuals without regard to age, color, disability, marital status, national origin, race, religion or creed, sex or gender, sexual orientation or veteran status.

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SECTION 1. GENERAL INFORMATION

1.1 INTRODUCTION

The State of Oregon, acting by and through the Oregon Health Authority (OHA), Public Health Division (PHD), (“OHA”), is issuing this Request for Proposal (RFP) to implement the Public Health Modernization framework for core services to ensure critical public health protections for all people in Oregon.

The OHA seeks to fund local public health authorities (LPHAs) to develop regional approaches for identifying, responding to and preventing the transmission of communicable disease with an emphasis on reducing communicable disease-related health disparities. These funds will be used to support the development of regional public health infrastructure and new partnerships that are essential for meeting regional goals.

OHA anticipates multiple awards from this RFP up to \$700,000.00. Funds awarded will be awarded through the LPHA 17-19 Financial Assistance Agreements.

A Program Element will be created based on Section 2.4 “Scope of Work”.

1.2 SCHEDULE

The table below represents a tentative schedule of events. All times are listed in Pacific Time. All dates listed are subject to change. N/A denotes that event is not applicable to this RFP.

Event	Date	Time
Pre-Proposal Webinar	September 27, 2017	1:00 pm
Questions / Requests for Clarification Due	September 29, 2017	5:00 PM
Answers to Questions / Requests for Clarification Issued (approx.)	October 5, 2017	
Closing (Proposal Due)	See RFP cover page	
Opening of Proposal	October 24, 2017	3:30 PM
Issuance of Notice of Intent to Award (approx.)	November 15, 2017	

1.3 SINGLE POINT OF CONTACT (SPC)

The SPC for this RFP is identified on the Cover Page, along with the SPC’s contact information. Proposer shall direct all communications related to any provision of the RFP only to the SPC, whether about the technical requirements of the RFP, contractual requirements, the RFP process, or any other provision.

SECTION 2. AUTHORITY, OVERVIEW, AND SCOPE

2.1 AUTHORITY AND METHOD

OHA is issuing this RFP pursuant to its authority under ORS 190.

2.2 DEFINITION OF TERMS

For the purposes of this RFP, capitalized words are defined in OAR 125-246-0110 or as defined below.

Regional Partnership: Refers to a group of LPHAs and at least one other organization for the purpose of implementing strategies for communicable disease control and reducing health disparities.

Regional Infrastructure: Refers to the formal relationships established between LPHAs and other organizations to implement strategies under this funding.

Regional Governance: Refers to the processes and tools put in place for decision-making, resource allocation, communication and monitoring of the regional partnership.

2.3 OVERVIEW AND PURPOSE

The Oregon Health Authority (OHA) seeks to fund local public health authorities (LPHAs) to develop regional approaches for identifying, responding to and preventing the transmission of communicable disease with an emphasis on reducing communicable disease-related health disparities. These funds will be used to support the development of regional public health infrastructure and new partnerships that are essential for meeting regional goals.

OHA anticipates awarding public health modernization funds to LPHAs along two tracks:

Track 1 Regional Partnership Implementation: The majority of funds will be awarded to regional partnerships that meet requirements in Section 2.4.1. These awardees will implement regional strategies for communicable disease control and reducing health disparities.

Track 2 Regional Partnership Capacity Building: A small portion of available funds will be awarded to Proposers that cannot meet all requirements in Section 2.4.1 of this RFP for implementation of regional strategies for communicable disease control and reducing health disparities. Track 2 awardees will develop new regional infrastructure and identify regional strategies for communicable disease control and reducing health disparities, with the expectation that these strategies will be implemented in this funding cycle or the next funding cycle. Proposers that apply for this track of funding must respond to the RFP as outlined in Section 2.4.2.

2.4 SCOPE OF WORK

2.4.1. Track 1: Regional Partnership Implementation

- a. Develop regional infrastructure through formation of a regional partnership of local public health authorities (LPHAs) and other stakeholders.
 - Designate a lead LPHA, which will serve as the fiscal agent for funding.
 - Designate a team list for communication with OHA.
 - Establish a formal governance structure for decision-making, resource allocation and implementation of approved work plans for LPHAs and partners participating in the regional partnership.
 - Ensure funding is used to support regional partnership goals as well as meet the needs of all participating LPHAs and partners.
 - Identify the strategic partner(s) that will participate in the regional partnership in order to implement the work plan.
 - Garner letters of commitment and/or formal memoranda of understanding with other key partners not specifically included in the application.

Deliverable:

- A minimum of one policy (e.g., Memoranda of Understanding, Joint Agreements, County Resolutions) describing the regional relationship between participating LPHAs and strategic partners.
- Organizational chart for regional partnership

b. Implement regional strategies to control communicable disease. Implement a health equity lens to reduce communicable disease control-related health disparities.

Use local and regional communicable disease epidemiological data and local public health modernization assessment results to:

- Identify a significant communicable disease risk for the region. Examples of significant communicable disease risks include those that cause significant morbidity or mortality, where large disparities occur, or are emerging diseases.
- Identify populations that carry a disproportionate burden of communicable diseases within the population.
- Identify local organizations to engage as strategic partners to control communicable disease transmission.
- Develop a system for identification and control of communicable disease with strategic partners.
- Use established best practices whenever possible.
- Partner with regional health equity coalitions (if applicable), tribes (if applicable), community-based organizations and other entities in order to develop meaningful relationships with populations with a disproportionate burden of communicable disease and poor health outcomes.
- Work directly with communities to co-create strategies to control communicable disease transmission. Ensure that health interventions are culturally responsive.
- Communicate to the general public and/or at risk populations about communicable disease risks.
- Provide training to health care and other strategic partners about communicable disease risks and methods of control. Provide technical assistance to health care and other strategic partners to implement best and emerging practices.
- Develop systems for communications with strategic partners about disease transmission.
- Demonstrate capacity to routinely evaluate communicable disease control systems through the response to disease reports and make changes to practice based on evaluation findings.
- Complete an assessment of the region's capacity to apply a health equity lens to communicable disease control programs and services, and capacity to provide culturally responsive communicable disease control programming and services.
- Complete an action plan that addresses key findings from the regional health equity assessment for communicable disease control.

Deliverables:

- Regional work plan for implementing strategies for communicable disease control and reducing health disparities.

- Regional health equity assessment and action plan.
 - At least two additional products (e.g., regional policies for implementation of a best or emerging practice, data sharing agreements, communication materials).
- c. Develop and monitor a regional work plan
- Implement and use a performance management system to monitor achievement of work plan activities, deliverables and milestones.
 - Participate in quarterly calls with OHA to discuss progress toward work plan activities, deliverables and milestones.
- d. Participate in learning communities and ongoing evaluation
- Ensure the regional partnership leadership team participates in the planning of collaborative learning opportunities, to be convened by OHA. Ensure members of the regional partnership leadership team and other key staff participate in learning opportunities. Two in-person learning opportunities will be held during the project period in the Portland-metro area. Additional learning opportunities may be held remotely via conference call or webinar.
 - Participate in public health system evaluation of public health modernization implementation in the manner prescribed by OHA.
 - Seek opportunities to share information about regional partnership strategies for communicable disease control and reducing health disparities with outside organizations. Examples may include statewide or national meetings or conferences, or through local, regional or statewide meetings of governmental agencies not included in the regional partnership.
- e. Reporting requirements
- Submit all deliverables including:
 - A minimum of one policy (e.g., Memoranda of Understanding, Joint Agreements, County Resolutions) describing the regional relationship between participating LPHAs and strategic partners.
 - Organizational chart for regional partnership
 - Regional work plan for implementing strategies for communicable disease control and reducing health disparities.
 - Regional health equity assessment and action plan.
 - At least two additional products (e.g., regional policies for implementation of a best or emerging practice, data sharing agreements, communication materials).
 - Submit semiannual budget report and progress reports on progress toward achieving work plan activities, deliverables and milestones. Guidance on semiannual reporting will be provided with award notification.
 - Participate in quarterly calls with OHA to discuss progress toward work plan activities, deliverables and milestones, including completion and submission of written updates in the manner prescribed by OHA prior to calls.

- As a part of the semiannual progress report, provide information on additional funds leveraged to support the regional work plan.
- If regional partnership completes fewer than 75% of the planned activities in its approved work plan for two consecutive calendar quarters in one state fiscal year, LPHA shall not be eligible to receive funding under this Program Element during the next state fiscal year.

2.4.2. Track 2: Regional Partnership Capacity Building

- a. Explore and form a regional partnership of local public health authorities (LPHAs) and other stakeholders
- Designate a lead LPHA, which will serve as the fiscal agent for funding.
 - Designate a team list for communication with OHA.
 - As the regional partnership forms, establish a governance structure for decision-making, resource allocation and implementation of approved work plans for the regional capacity-building project.
 - Ensure funding is used to support the development of a regional partnership as well as meet the needs of all participating LPHAs.
 - Identify strategic partners to participate in exploration of regional strategies.
 - Produce memoranda of understanding (MOUs) or formal agreements with other LPHAs and strategic partners in regional partnership.

Deliverable:

A minimum of one Policy (MOU, Joint Agreement, or County Resolution) describing the regional relationship between participating LPHAs and partner organizations.

- b. Identify and develop regional strategies to control communicable disease and reduce communicable disease-related health disparities

Use local and regional communicable disease epidemiological data and local public health modernization assessment results to:

- Identify a significant communicable disease risk for the region. Examples may include those that cause significant morbidity or mortality, where large disparities occur, or are emerging diseases.
- Identify populations that carry a disproportionate burden of communicable diseases within the population.
- Identify strategic partners to engage to control communicable disease transmission and reduce health disparities.
- Convene participating LPHAs, strategic partners, regional health equity coalitions (if applicable), tribes (if applicable) and community-based organizations to develop regional strategies for communicable disease control and reducing communicable disease-related health disparities.

Deliverables:

Regional work plan for implementing strategies for communicable disease control and reducing communicable disease-related health disparities.

- c. Develop and monitor a regional capacity building work plan
 - Implement and use a performance management system to monitor achievement of work plan activities, deliverables and milestones.
 - Participate in quarterly calls with OHA to discuss progress toward work plan activities, deliverables and milestones.
- d. Participate in learning communities and ongoing evaluation
 - Ensure the regional partnership leadership team participates in the planning of collaborative learning opportunities, to be convened by OHA. Ensure members of the regional partnership leadership team and other key staff participate in learning opportunities. If learning opportunities are held before the regional partnership is established, ensure leadership from all participating LPHAs attend learning opportunities. Two in-person learning opportunities will be held during the project period in the Portland-metro area. Additional learning opportunities may be held remotely via conference call or webinar.
 - Participate in public health system evaluation of public health modernization implementation in the manner prescribed by OHA.
- e. Reporting requirements
 - Submit all deliverables, including:
 - A minimum of one policy (e.g., Memoranda of Understanding, Joint Agreements, County Resolutions) describing the regional relationship between participating LPHAs and partner organizations.
 - Regional work plan for implementing strategies for communicable disease control and reducing health disparities.
 - Submit semiannual progress reports on progress toward achieving work plan activities, deliverables and milestones. Guidance on reporting will be provided with award notification.
 - As a part of the semiannual progress report, provide information on additional funds leveraged to support the regional work plan.
 - If regional partnership completes fewer than 75% of the planned activities in its approved work plan for two consecutive calendar quarters in one state fiscal year, LPHA shall not be eligible to receive funding under this Program Element during the next state fiscal year.

SECTION 3. PROCUREMENT REQUIREMENTS

3.1 MINIMUM QUALIFICATIONS

TRACK 1: Regional Partnership Implementation

- Be a local public health authority (LPHA) as designated in ORS 431.003.
- Have a regional partnership between at least two LPHAs.
- Include at least one additional partner organization that is not a governmental public health agency in the regional partnership. The partner organization may be a federally recognized

tribe, regional health equity coalition, coordinated care organization, hospital, health system, or other organization type.

- Each LPHA in the regional partnership may only be included in one Track 1 regional partnership implementation Proposal.
- Each LPHA in the regional partnership may only apply for funding in one track.

TRACK 2: Regional Partnership Capacity Building

- Be a local public health authority (LPHA) as designated in ORS 431.003.
- Apply as a single LPHA Proposer that will lead efforts to explore the development of a regional partnership, or Propose as two or more LPHAs that have an established partnership or agree to explore the development of a regional partnership. An established partnership is not a prerequisite for Proposing.
- Each LPHA included in the Proposal may only be included in one Track 2 regional partnership capacity-building proposal.
- Each LPHA included in the proposal may only apply for funding in one track.

3.2 MINIMUM SUBMISSION REQUIREMENTS

TRACK 1: Regional Partnership Implementation

To be considered for evaluation, in Track 1, Proposal must contain each of the following elements (further detailed in Proposal Requirements section below):

- Executive Summary that demonstrates that it meets all of the minimum requirements for Track 1 in Section 3.1 above.
- Technical Proposal – Project Narrative
- Public Health Modernization Regional Work Plan
- Affidavit of Trade Secret (Attachment A) – submit 1 copy only
- Proposer Information and Certification Sheet (Attachment B)
- Cost Proposal Form (Attachment C)
- Letters of Commitment or Memoranda of Understanding, and letter(s) of support

TRACK 2: Regional Partnership Capacity Building

To be considered for evaluation, in Track 2, Proposal must contain each of the following elements (further detailed in Proposal Requirements section below):

- Executive Summary that demonstrates that it meets all of the minimum requirements for Track 2 in Section 3.1 above.
- Technical Proposal – Project Narrative
- Public Health Modernization Regional Work Plan (Attachment D)
- Affidavit of Trade Secret (Attachment A) – submit 1 copy only
- Proposer Information and Certification Sheet (Attachment B)
- Cost Proposal Form (Attachment C)
- Letter(s) of support

3.3 PROPOSAL PAGE LIMITS

TRACK 1: Regional Partnership Implementation

Proposal is limited to 10 pages. Any pages exceeding this limit will not be provided to the evaluation committee or considered in the evaluation. The following items do not count toward the page limit:

- Executive Summary
- Public Health Modernization Regional Work Plan (Attachment D)
- Affidavit of Trade Secret (Attachment A)
- Proposer Information and Certification Sheet (Attachment B)
- Letters of Commitment or Memoranda of Understanding, and letter(s) of support
- Cost Proposal (Attachment C) Separate File

TRACK 2: Regional Partnership Capacity Building

Proposal is limited to 5 pages. Any pages exceeding this limit will not be provided to the evaluation committee or considered in the evaluation. The following items do not count toward the page limit:

- Executive Summary
- Public Health Modernization Regional Work Plan (Attachment D)
- Affidavit of Trade Secret (Attachment A)
- Proposer Information and Certification Sheet (Attachment B)
- Letters of Support
- Cost Proposal (Attachment C) Separate File

3.4 PROPOSAL FORMAT AND QUANTITY

Proposal should follow the format and reference the sections listed in the Proposal Requirements section. Responses to each section and subsection should be labeled to indicate the item being addressed. Cost information must be submitted as a separate electronic file.

Proposer shall submit both a hard copy on white 8 ½" x 11" Recycled Paper and an electronic copy on electronic media such as thumb drive or CD. The total combined size of the Proposal and Coversheet should be compressed so it does not exceed 10 megabytes.

The Proposer Information and Certification Sheet (Attachment B) must bear the Proposer's authorized representative's Signature. If Proposer believes any of its Proposal is exempt from disclosure under Oregon Public Records Law (ORS 192.410 through 192.505), Proposer shall submit a fully redacted version of its Proposal, clearly identified as the redacted version.

Proposer shall submit its Proposal in a sealed package addressed to the SPC with the Proposer's name and the RFP number clearly visible on the outside of the package.

Proposer's electronic copy of the Proposal on USB drive must be formatted using Adobe Acrobat (pdf), Microsoft Word (docx), or Microsoft Excel (xlsx).

The hard copy and the electronic copy must be one file in the following order:

- Executive Summary
- Technical Proposal – Project Narrative

- Public Health Modernization Regional Work Plan (Attachment D)
- Affidavit of Trade Secret (Attachment A)
- Proposer Information and Certification Sheet (Attachment B)
- Letters of Commitment/Memoranda of Understanding and Letter(s) of Support (Track 1) or Letters of Support (Track 2)
- Cost Proposal (Attachment C) Separate File

3.5 AUTHORIZED REPRESENTATIVE

Failure of the authorized representative to sign the Proposal may subject the Proposal to rejection by OHA.

3.6 PROPOSAL REQUIREMENTS

Proposal must address each of the items listed in this section and all other requirements set forth in this RFP. Proposer shall describe the Goods to be provided or the Services to be performed or both. A Proposal that merely offers to provide the goods or services as stated in this RFP may be considered non-Responsive to this RFP and will not be considered further.

Proposal should not include extensive art work, unusual printing or other materials not essential to the utility and clarity of the Proposal. Do not include marketing or advertising material in the Proposal. Proposal should be straightforward and address the requests of the RFP. Proposal containing excess marketing or advertising material may receive a lower evaluation score if specific information is difficult to locate.

TRACK 1: Regional Partnership Implementation, Sections 3.6.1-3.6.7

3.6.1. Executive Summary

Proposer must demonstrate that it meets all of the minimum requirements for Track 1 in Section 3.1 above.

3.6.2. Technical Proposal - Project narrative (Page limit: 10 pages)

Proposer's project narrative must include:

- a. A description of regional partnership (page recommendation: 5 pages), including:
 1. Participating LPHAs and partner organizations as follows:
 - (a) A table that includes: names of each participating LPHA and partner organizations; fiscal agent; members of the regional partnership's leadership team; and key staff positions and roles;
 - (b) Bios, resumes or CVs should be included as attachments for each member of the regional partnership's leadership team. Bios, resumes or CVs will not count toward the project narrative page limit;
 - (c) FTE dedicated to staffing the regional partnership. In the case where a key position will be hired, include a timeline for hiring and who is responsible for hiring;
 - (d) Status of existing relationships between regional partners; and
 - (e) Regional governance structure that addresses decision-making, resource allocation, and implementation and monitoring of approved work plan.

2. Systems to engage non-dominant communities in co-creation of communicable disease control interventions and systems changes as follows:
 - (a) How the regional partnership will reach out to, engage, and co-create with affected communities the strategies, programs and policies needed to improve communicable disease outcomes;
 - (b) If a Regional Health Equity Coalition (RHEC) operates in any county covered by the regional partnership, how it will invite the RHEC into the partnership and whether the RHEC will receive project funding. If the RHEC is not expected to be invited into the regional partnership, describe why not;
 - (c) If a federally recognized tribe is present in the area covered by the regional partnership, how it will invite the tribe into the partnership and whether the tribe will receive project funding. If the tribe is not expected to be invited into the partnership, describe why not; and
 - (d) Other partners who work with populations at risk for the communicable disease focus area.
 3. Advancing the public health system as follows:
 - (a) How LPHAs in the regional partnership that have fewer resources or had larger gaps in the public health modernization assessment will benefit from the regional partnership; and
 - (b) How will the regional partnership demonstrate and document a model that advances a modern public health system.
- b.** A description of regional burden of communicable disease and communicable disease-related health disparities (page recommendation: 2 pages), including:
1. A summary of local and regional surveillance data describing the burden of communicable disease, for example:

Proposer may consider assessing disease incidence and rates (using Orpheus reports), morbidity, mortality, economic burden, community factors, or health disparities to determine the significant communicable disease risks for the region. Proposer may also use the [Oregon Public Health Assessment Tool](#) or surveillance reports published on the [Oregon Health Authority, Communicable Disease webpage](#).
 2. A summary of local and regional health disparities for communicable disease for example:

Proposers may consider using Orpheus race, ethnicity, occupation, and preferred language fields, disease-specific risk factor data and geocoded data. Frequencies and rates are helpful, although some populations may not be fully captured by the passive disease reporting system, in which case community input may be most helpful. Proposer may also use the [Oregon Public Health Assessment Tool](#) or surveillance reports published on the [Oregon Health Authority, Communicable Disease webpage](#).
 3. A summary of relevant findings from local public health modernization assessments.

- c. A description of regional strategy to reduce burden of communicable disease (page recommendation: 2 pages), including:
 - 1. Key strategies to address burden of disease and reduce health disparities;
 - 2. Key strategies to work directly with communities to co-create strategies to improve health and ensure that health interventions are culturally responsive;
 - 3. Local and/or regional partners that will be engaged to meet regional goals;
 - 4. Innovations in strategies, methods or proposed interventions; and
 - 5. How proposed work differs from or improves upon current status.
- d. A commitment to participate in learning communities and ongoing evaluation (page recommendation: 1 page), including:
 - 1. A list of at least three regional partnership leadership members that will commit to attending in person collaborative learning opportunities;
 - 2. A description of other staff that will commit to participating in in-person or conference call/webinar learning opportunities; and
 - 3. A list of at least three regional partnership leadership members that will participate in program evaluation efforts.

3.6.3. Regional Work Plan

- a. Proposer must use Attachment D “Public Health Modernization Regional Work Plan” to document how the Proposer will carry out the major activities and timeline for the regional strategies identified in 3.6.2 “Technical Requirements”. The work plan should include:
 - 1. Innovations in strategies, methods or proposed interventions; and
 - 2. A comprehensive performance management plan that the Proposer intends to follow.
- b. If the Proposer is selected for funding, OHA has the right to negotiate the Regional Work Plan prior to FAA Amendment execution. It is understood that the Proposer may submit an updated Regional Work Plan within the first quarter of the funding period by the date prescribed by OHA to reflect additional development of regional partnership and regional strategies.

3.6.4. Affidavit of Trade Secret (Attachment A)

If Proposer believes its Proposal includes information that is exempt from public disclosure in accordance with ORS 192.410 through 192.505 and the Uniform Trade Secrets Act as adopted by the State of Oregon which is set forth in ORS 646.461 through 646.475, Proposer must complete and submit Attachment A “Affidavit of Trade Secret”.

3.6.5. Proposer Information and Certification Sheet (Attachment B)

Proposer shall complete and submit the Proposer Information and Certification Sheet (Attachment B).

Failure to demonstrate compliance with Oregon Tax Laws and sign the Proposer Information and Certification Sheet may result in a finding of non-Responsibility.

3.6.6. Letter of Commitment

- a. Must include at least one memorandum of understanding or letter of commitment from a local or regional partner that is not a governmental public health agency that will participate in the regional partnership. A letter of commitment shall state the specific role of the local or regional partner and be signed by executive leadership.
- b. Must include formal Memoranda of Understanding or letter of commitment from all participating LPHAs. A letter of commitment shall state the specific role of the LPHA and be signed by the Health Administrator or an equivalent role.
- c. Must include letter of support from at least one county commissioner.
- d. If the region for this Proposal includes a federally recognized tribe, a letter of support from the Tribal Health Director or other equivalent individual is preferred but not required. A map of federally recognized tribes is available as Attachment F.
- e. If a Regional Health Equity Coalition (RHEC) exists in the region for this Proposal, a letter of support from a RHEC administrator or equivalent position is preferred but not required. A map of RHECs in Oregon is available as Attachment G.

3.6.7. Line Item Budget (Attachment C, also provided in excel format in a separate file)

- a. Submit the proposed 18 month budget using the required Line Item Budget and Narrative Worksheet (Attachment C also provided in excel format in a separate file). Include all matching funds and in-kind support provided by Proposer and any other entities contributing financially to the project. Please note that this budget worksheet uses formulas to perform automatic calculations.
- b. OHA will review and negotiate final project budgets as a part of the award process.
- c. Project budgets will adhere to the following criteria:

Regional partnership size (based on total population served in the region),	Not to exceed for the 2017-19 biennium
Population served will be based on Portland State University certified population estimates for July 1, 2016	
Large (>500,000 people served)	\$700,000
Medium (100,000-499,000 people served)	\$500,000
Small (<100,000 people served)	\$350,000

- d. Funds awarded for this project may not be used for: direct medical services, purchase of vehicles, or purchase of meals for meetings outside of the Healthy Meetings Policy (See Attachment E).
- e. Funds awarded for this project may not supplant state, local, other non-federal, or other federal funds. Funds may not be used to supplant state covered services, nor to replace services required under the existing Financial Assistance Agreement.
- f. Funds can be used for subcontracting with other organizations. If subcontracting with another organization, a separate line item budget for the subcontractor must be submitted and approved before funds can be distributed to the subcontractor.

- g.** Proposer's Line Item Budget and Narrative Worksheet will include each of the following Budget Categories as relevant:
- Salary. List each position on a separate line. For each position, include the job title, annual salary, FTE as a percentage, and the number of months requested for each staff person. The total salary will automatically calculate. Include a narrative for each position briefly describing their primary responsibilities on the application. Include any staff positions provided in-kind.
 - Fringe Benefits. List the base-rate, if applicable, and fringe rate for each position on a separate line. The total fringe will automatically calculate.
 - Equipment. Provide a total amount for equipment, as well as a narrative listing planned purchases and brief rationale. Office furniture, equipment and computer/software upgrades are allowable, relative to the work plan and proposed staffing plan.
 - Supplies. Provide a total amount for supplies. Supplies may include office supplies or meeting supplies. Expenditures for additional materials should be limited and must be for materials approved by OHA. If expenditures are allocated to educational materials, the narrative must include a justification that describes how such materials are related and essential to specific activities listed in the work plan. Funds may not be used for paid broadcast media, or to provide direct services, or as otherwise noted in this RFP.
 - Travel.
 - In-state: Provide a narrative statement describing proposed in-state travel. Include local mileage as well as per diem, lodging and transportation to attend required and proposed meetings, including at least two in-person public health modernization collaborative learning opportunities. Federal per diem rates limit the amount of reimbursement for in-state travel: www.gsa.gov/perdiem.
 - Out-of-state: Travel to attend out-of-state events or conferences is permitted if content is applicable to the work plan. Provide a narrative statement that includes the name of the event or conference, and how the proposed travel is related to the work plan. Include amounts for per diem, lodging, transportation, registration fees, and other expenses. Federal per diem rates limit the amount of reimbursement for out-of-state travel: www.gsa.gov/perdiem.
 - Other. List expenses for items not listed above, such as telephone, rent, copying, printing, postage, and mailing that are directly related to program activities. Expenses, such as equipment, supplies, indirect rate or cost allocation, may not be included in the Other category if they are included elsewhere in the budget.
 - Subcontractors. List each subcontracted program activity and the name of the subcontractor (if known) along with the amount of the subcontract. All activities related to the subcontractor must be clearly specified and justified in the work plan, and must include: (1) scope of work, including tasks and deliverables; (2) time period of the subcontract; (3) person in your agency who will supervise or manage the subcontract; (4) name of subcontractor, if known; and (5) what

method will be used to select the subcontractor, such as bids, RFGAs, sole-source, etc. A subcontractor budget must be included for each subcontractor.

- Total Direct Costs. The total direct costs will auto-fill on the worksheet. Confirm that the amount is correct.
- Cost Allocation or Indirect Rate. Indicate the cost allocation or indirect rate. The worksheet will auto-fill the total direct costs and multiply the cost allocation rate against the total direct to calculate the total cost allocation amount and total budget request amount. OHA reserves the right to request additional detail on cost allocation plans.

TRACK 2: Regional Partnership Capacity Building, Sections 3.6.8-3.6.14

3.6.8. Executive Summary

Proposer must demonstrate that it meets all of the minimum requirements for Track 2 in Section 3.1 above.

3.6.9. Technical Proposal - Project narrative (Page limit: 5 pages)

Proposer's project narrative must include:

A description of regional partnership, including:

- a. Description of Proposer or regional partnership (Page recommendation: 2 pages)
 - (1) Lead LPHA that will serve as fiscal agent.
 - (2) List of all participating LPHAs, or if Proposer is a sole LPHA, list of other LPHAs that will be engaged in the exploration and development of a regional partnership.
 - (3) Description of leadership team. If Proposer represents a group of LPHAs, all LPHAs must be represented on the leadership team. Submit bios, resumes or CVs for all members of the leadership team as attachments. These will not count toward the page limit.
 - (4) FTE dedicated to staffing the project. In the case where a key position will be hired, include a timeline for hiring and who is responsible for hiring.
 - (5) If more than one LPHA is participating, description of the regional governance structure that addresses decision-making, resource allocation, and implementation and monitoring of an approved work plan.
 - (6) List of partner organizations that will be invited to participate in exploration and development of a regional partnership. The Proposer should consider regional health equity coalitions (if applicable), tribes (if applicable), community-based organizations, coordinated care organizations, hospitals and health systems and other local and regional organizations.
- b. Description of regional burden of communicable disease (page recommendation: 1 page). Funds, if awarded, may be used to complete a regional analysis of communicable disease burden.
 - (1) Summary describing what is known about local and regional burden of communicable disease.

For an initial analysis, Proposer may consider assessing disease incidence and rates (using Orpheus reports), morbidity, mortality, economic burden, community factors, or health disparities to determine the significant communicable disease risks for the region. Proposer may also use the [Oregon Public Health Assessment Tool](#) or surveillance reports published on the [Oregon Health Authority, Communicable Disease webpage](#).

- (2) Summary of local and regional health disparities for communicable disease.
- For an initial analysis, Proposer may consider using Orpheus race, ethnicity, occupation, and preferred language fields, disease-specific risk factor data and geocoded data. Frequencies and rates are helpful, although some populations may not be fully captured by the passive disease reporting system, in which case community input may be most helpful. Proposer may also use the [Oregon Public Health Assessment Tool](#) or surveillance reports published on the [Oregon Health Authority, Communicable Disease webpage](#).
- (3) Summary of relevant findings from the local public health modernization assessment.

- c. Description of approach for developing regional strategies to reduce burden of communicable disease assessments, and reduce health disparities (page recommendation: 1 page), including:
- High level description of activities that will be undertaken to explore and develop innovative regional strategies that build upon but do not duplicate existing efforts.
- d. Commitment to participation in learning communities and ongoing evaluation (page recommendation: 1 page), including:
- Description of LPHA or regional partnership leadership and staff that will commit to participating in collaborative learning communities

3.6.10. Regional Work Plan

- a. Use Attachment D to document how the Proposer would carry out the major activities of the regional strategies identified in Section 3.6.9 “Technical Requirements”. Provide a comprehensive performance management plan that the Proposer intends to follow.
- b. If the Proposer is selected for funding, OHA has the right to negotiate the work plan prior to FAA Amendment execution. It is understood that the Proposer may submit an updated work plan within the first quarter of the funding period by the date prescribed by OHA to reflect additional development of the regional partnership.

3.6.11. Affidavit of Trade Secret (Attachment A)

If Proposer believes its Proposal includes information that is exempt from public disclosure in accordance with ORS 192.410 through 192.505 and the Uniform Trade Secrets Act as adopted by the State of Oregon which is set forth in ORS 646.461 through 646.475, Proposer must complete and submit Attachment A “Affidavit of Trade Secret”.

3.6.12. Proposer Information and Certification Sheet (Attachment B)

Proposer shall complete and submit the Proposer Information and Certification Sheet (Attachment B).

Failure to demonstrate compliance with Oregon Tax Laws and sign the Proposer Information and Certification Sheet may result in a finding of non-Responsibility.

3.6.13. Letter of Support

Proposal must include at least one letter of support from an LPHA or strategic partner that may engage with the Proposer to form a strategic partnership. An established partnership is not a prerequisite for applying.

3.6.14. Cost Proposal (Attachment C)

- a.** Submit the proposed 18 month budget using the required Line Item Budget and Narrative Worksheet (Attachment C). Include all matching funds and in-kind support provided by Proposers and any other entities contributing financially to the project. Please note that this budget worksheet uses formulas to perform automatic calculations.
- b.** OHA will review and negotiate final project budgets as a part of the award process.
- c.** Individual awards for Track 2 for 2017-19 will not exceed \$100,000.
- d.** Funds awarded for this project may not be used for: direct medical services, purchase of vehicles, or purchase of meals for meetings outside of the Healthy Meetings Policy (See Attachment E).
- e.** Funds awarded for this project may not supplant state, local, other non-federal, or other federal funds. Funds may not be used to supplant state covered services, nor to replace services required under the existing Financial Assistance Agreement. Funds can be used for subcontracting with other organizations. If subcontracting with another organization, a separate line item budget for the subcontractor must be submitted and approved before funds can be distributed to the subcontractor.
- f.** Proposer's Line Item Budget and Narrative Worksheet will include each of the following Budget Categories as relevant:
 - **Salary.** List each position on a separate line. For each position, include the job title, annual salary, FTE as a percentage, and the number of months requested for each staff person. The total salary will automatically calculate. Include a narrative for each position briefly describing their primary responsibilities on the application. Include any staff positions provided in-kind.
 - **Fringe Benefits.** List the base-rate, if applicable, and fringe rate for each position on a separate line. The total fringe will automatically calculate.
 - **Equipment.** Provide a total amount for equipment, as well as a narrative listing planned purchases and brief rationale. Office furniture, equipment and computer/software upgrades are allowable, relative to the work plan and proposed staffing plan.
 - **Supplies.** Provide a total amount for supplies. Supplies may include office supplies or meeting supplies. Expenditures for additional materials should be limited and must be for materials approved by OHA. If expenditures are allocated to educational materials, the narrative must include a justification that describes how such materials are related and essential to specific activities listed in the work plan. Funds may not be used for paid broadcast media, or to provide direct services, or as otherwise noted in this RFP.

- Travel.
 - In-state: Provide a narrative statement describing proposed in-state travel. Include local mileage as well as per diem, lodging and transportation to attend required and proposed meetings, including at least two public health modernization collaborative learning opportunity meetings. Federal per diem rates limit the amount of reimbursement for in-state travel: www.gsa.gov/perdiem.
 - Out-of-state: Travel to attend out-of-state events or conferences is permitted if content is applicable to the work plan. Provide a narrative statement that includes the name of the event or conference, and how the proposed travel is related to the work plan. Include amounts for per diem, lodging, transportation, registration fees, and other expenses. Federal per diem rates limit the amount of reimbursement for out-of-state travel: www.gsa.gov/perdiem.
- Other. List expenses for items not listed above, such as telephone, rent, copying, printing, postage, and mailing that are directly related to program activities. Expenses, such as equipment, supplies, indirect rate or cost allocation, may not be included in the Other category if they are included elsewhere in the budget.
- Subcontractors. List each subcontracted program activity and the name of the subcontractor (if known) along with the amount of the subcontract. All activities related to the subcontractor must be clearly specified and justified in the work plan, and must include: (1) scope of work, including tasks and deliverables; (2) time period of the subcontract; (3) person in your agency who will supervise or manage the subcontract; (4) name of subcontractor, if known; and (5) what method will be used to select the subcontractor, such as bids, RFGAs, sole-source, etc. A subcontractor budget must be included for each subcontractor.
- Total Direct Costs. The total direct costs will auto-fill on the worksheet. Confirm that the amount is correct.
- Cost Allocation or Indirect Rate. Indicate the cost allocation or indirect rate. The worksheet will auto-fill the total direct costs and multiply the cost allocation rate against the total direct to calculate the total cost allocation amount and total budget request amount. OHA reserves the right to request additional detail on cost allocation plans.

SECTION 4. SOLICITATION PROCESS

4.1 PUBLIC NOTICE

The RFP and attachments are published in the Oregon Procurement Information Network (ORPIN) at <http://orpin.oregon.gov>. RFP documents will not be mailed to prospective Proposers.

Modifications, if any, to this RFP will be made by written Addenda and published in ORPIN. Prospective Proposer is solely responsible for checking ORPIN to determine whether or not any Addenda have been issued. Addenda are incorporated into the RFP by this reference

4.2 PREPROPOSAL WEBINAR

A Pre-Proposal Webinar will be held at the date and time listed in the Schedule. Prospective Proposers' participation in this conference is highly encouraged but not mandatory.

The purpose of the pre-Proposal conference is to:

- Provide additional description of the project;
- Explain the RFP process; and
- Answer any questions Proposers may have related to the project or the process.

Statements made at the Pre-Proposal Webinar are not binding upon OHA. Proposers may be asked to submit questions in Writing.

Interested parties may participate in the Preproposal Webinar on:

September 27, 2017 from 1:00-2:00 pm

<https://attendee.gotowebinar.com/register/8972025163337761539>

(877) 873-8017

Access code: 767068#

4.3 QUESTIONS / REQUESTS FOR CLARIFICATIONS

All inquiries, whether relating to the RFP process, administration, deadline or method of award, or to the intent or technical aspects of the RFP must:

- Be delivered to the SPC via email
- Reference the RFP number in the Subject Line of the email
- Identify Proposer's name and contact information
- Refer to the specific area of the RFP being questioned (i.e. page, section and paragraph number); and
- Be received by the due date and time for Questions/Requests for Clarification identified in the Schedule

4.4 PROPOSAL DELIVERY OPTIONS

Proposer is solely responsible for ensuring its Proposal is received by the SPC in accordance with the RFP requirements before Closing. OHA is not responsible for any delays in mail or by common carriers or by transmission errors or delays, or for any mis-delivery for any reason. A Proposal submitted by any means not authorized below will be rejected.

Delivery in Person

A Proposal may be hand delivered, and must be clearly labeled and submitted in a sealed envelope, package or box. A Proposal will be accepted, prior to Closing, during OHA's normal Monday – Friday business hours of 8:00 a.m. to 5 p.m. Pacific Time, except during State of Oregon holidays and other times when OHA is closed. The outside of the sealed submission must clearly identify the Proposer's name and the RFP number. It must be delivered to the attention of the SPC at the address listed on the Cover Page.

4.5 PROPOSAL MODIFICATION OR WITHDRAWAL

If a Proposer wishes to make modifications to a submitted Proposal it must submit its modification in one of the authorized methods listed in the Proposal Delivery Options section. To be effective the notice must include the RFP number and be submitted to the SPC prior to Closing.

If a Proposer wishes to withdraw a submitted Proposal, it must submit a Written notice signed by an authorized representative of its intent to withdraw to the SPC via hard copy prior to. To be effective the notice must include the RFP number.

4.6 PROPOSAL DUE

A Proposal (including all required submittal items) must be received by the SPC on or before Closing. All Proposal modifications or withdrawals must be received prior to Closing.

A Proposal received after Closing is considered LATE and will NOT be accepted for evaluation. A late Proposal will be returned to the Proposer or destroyed.

4.7 PUBLIC OPENING

A public Opening will not be held, however the names only of the Proposers will be available upon request to the SPC via email after the opening. Proposals received will not be available for inspection until after the evaluation process has been completed and the Notice of Intent to Award is issued.

4.8 PROPOSAL REJECTION

OHA may reject a Proposal for any of the following reasons:

- Proposer fails to substantially comply with all prescribed RFP procedures and requirements, including but not limited to the requirement that Proposer's authorized representative sign the Proposal.
- Proposer fails to meet the responsibility requirements.
- Proposer makes any contact regarding this RFP with State representatives such as State employees or officials other than the SPC or those the SPC authorizes, or inappropriate contact with the SPC.
- Proposer attempts to influence a member of the Evaluation Committee.
- Proposal is conditioned on OHA's acceptance of any other terms and conditions or rights to negotiate any alternative terms and conditions that are not reasonably related to those expressly authorized for negotiation in the RFP or Addenda.

4.9 EVALUATION PROCESS

4.9.1 Responsiveness and Responsibility Determination

Responsiveness Determination

A Proposal received prior to Closing will be reviewed to determine if it is Responsive to all RFP requirements including compliance with Minimum Qualifications section and Minimum Submission Requirements section. If the Proposal is unclear, the SPC may request clarification from Proposer. However, clarifications may not be used to rehabilitate a non-Responsive proposal. If the SPC finds the Proposal non-Responsive, the Proposal may be rejected, however, OHA may waive mistakes.

4.9.2 Evaluation Criteria

Each Proposal meeting all Responsiveness requirements will be independently evaluated by members of an Evaluation Committee. Evaluation Committee members may change and OHA may have additional or fewer evaluators for optional rounds of competition. Evaluators will assign a score for each evaluation criterion listed below in this section up to the maximum points available in the Point and Score Calculation section.

SPC may request further clarification to assist the Evaluation Committee in gaining additional understanding of Proposal. A response to a clarification request must be to clarify or explain portions of the already submitted Proposal and may not contain new information not included in the original Proposal.

Track 1 Regional Partnership Implementation

Technical requirement	Points Awarded
Project Narrative	
<p>Description of regional partnership</p> <ul style="list-style-type: none"> • Did the Proposer include a table of LPHAs and partner organizations that included all required fields? • How well did the Proposer describe the leadership team? • Did the Proposer include a Bio, resume or CV for each person identified as a member of the regional partnership leadership team? • How well did the Proposer describe how the regional partnership will be staffed? If a key position will be hired, did the Proposer sufficiently include the timeline for hiring new staff and who is responsible? • How well did the Proposer describe the current status of existing relationships between members of the regional partnership? • How well did the Proposer describe governance for the regional partnership, including decision-making, resource allocation, and implementation and monitoring of the regional work plan? • How well did the Proposer describe how the regional partnership will work with non-dominant affected communities to improve communicable disease outcomes? • Did the Proposer address how RHECs will be included in the regional partnership? • If the RHEC is not expected to be included, how well did the Proposer justify this decision? • Did the Proposer address how Tribes will be included in the regional partnership? • If local Tribes are not expected to be included, how well did the Proposer justify this decision? • Did the Proposer include other partners who work with populations at-risk for the disease focus? • How well did the Proposer describe how this regional partnership will support statewide efforts to modernize the public health system? • How well did the Proposer describe how the regional partnership will support less-resourced counties in the partnership? 	40
<p>Description of regional burden of communicable disease</p> <ul style="list-style-type: none"> • How well did the Proposer summarize what is known about local and regional burden of communicable disease? • How well did the Proposer summarize local and regional health disparities for communicable disease? • How well did the Proposer summarize relevant findings from the local public health modernization assessment? 	20
<p>Description of regional strategy to reduce the burden of communicable disease</p> <ul style="list-style-type: none"> • How well did the Proposer include key strategies to address burden of disease and reduce health disparities? 	20

Technical requirement	Points Awarded
Project Narrative	
<ul style="list-style-type: none"> • How well did the Proposer include key strategies to work directly with communities to co-create strategies to improve health and ensure that health interventions are culturally responsive? • How well did the Proposer address local and/or regional partners that will be engaged to meet regional goals? • How well did the Proposer include innovations in strategies, methods or proposed interventions? • How well did the Proposer describe how proposed work differs from or improves upon current efforts? 	
<p>Commitment to participate in learning communities and evaluation</p> <ul style="list-style-type: none"> • Did the Proposer demonstrate commitment to learning communities by describing leadership and other staff positions that will participate? • Did the Proposer demonstrate commitment to evaluation by describing leadership positions that will participate in evaluation efforts? 	10
Total points available for Project Narrative	90
Regional Work Plan	
<ul style="list-style-type: none"> • Did the work plan include reasonable and achievable timelines? • Did Proposer include a performance management plan? 	
Total points available for Regional Work Plan	40
Letters of Commitment	
<ul style="list-style-type: none"> • Did the Proposer include at least one Memoranda of Understanding (MOU) or letter of commitment from a local or regional partner that is not a governmental public health agency? If a letter of commitment is provided, does it state the specific role of the partner, and is it signed by executive leadership? • Did the Proposer include an MOU or letter of commitment from all participating LPHAs? Do letter(s) of commitment include the specific role of the LPHA, and is it signed by the Health Administrator or an equivalent role? • Did the Proposer include a letter of support from at least one county commissioner? • Does the region in the Proposal include a federally recognized tribe? YES/NO (not scored) • If the region in the Proposal includes a federally recognized tribe, does the Proposer include a letter of support from the tribe? (Preferred but not required. Two points will be deducted if a tribe is present and a letter of support is not included). • Does the region include a Regional Health Equity Coalition 	

Technical requirement	Points Awarded
Project Narrative	
(RHEC)? YES/NO (not scored) <ul style="list-style-type: none"> If the region in the Proposal includes a RHEC, does the Proposer include a letter of support from the RHEC? (Preferred but not required. Two points will be deducted if a RHEC is present and a letter of support is not included). 	
Total points available for Letters of Commitment	20
Total Points Available	150

Track 2 Regional Partnership Capacity Building

Technical requirement	Points awarded
Project Narrative	
Description of Proposer or regional partnership <ul style="list-style-type: none"> Did the Proposer include which LPHA that will serve as fiscal agent? Did the Proposer list all participating LPHAs, or if Proposer is a sole LPHA, list of other LPHAs that will be engaged in the exploration and development of a regional partnership? How well did the Proposer describe the leadership team? Are all participating LPHAs included on the leadership team? Did the Proposer include bios, resumes or CVs for all members of the leadership team as attachments? How well did the Proposer describe the FTE dedicated to staffing the project? If a key position will be hired, did the Proposer sufficiently include a timeline for hiring and who is responsible for hiring? If more than one LPHA is participating, how well did the Proposer describe the regional governance structure including decision-making, resource allocation, and implementation and monitoring of the approved work plan? Did the Proposer list all partner organizations that will be invited to participate in exploration and development of a regional partnership and their role? How well did the Proposer address the role of regional health equity coalitions (if applicable), tribes (if applicable), community-based organizations, coordinated care organizations, hospitals and health systems and other local and regional organizations? If these organizations are not expected to be included, how well did the Proposer justify this decision? 	40
Description of regional burden of communicable disease. <ul style="list-style-type: none"> How well did the Proposer summarize what is known about local 	20

Technical requirement	Points awarded
Project Narrative	
and regional burden of communicable disease? <ul style="list-style-type: none"> • How well did the Proposer summarize local and regional health disparities for communicable disease? • How well did the Proposer summarize relevant findings from the local public health modernization assessment? 	
Description of regional strategy to reduce the burden of communicable disease <ul style="list-style-type: none"> • How thoroughly did the Proposer describe the activities that will be undertaken to explore and develop innovative regional strategies that build upon but do not duplicate existing efforts? 	20
Commitment to participate in learning communities and evaluation <ul style="list-style-type: none"> • How well did the Proposer describe leadership and staff positions that will commit to participating in learning communities? 	10
Total points available for Project Narrative	90
Regional Work plan <ul style="list-style-type: none"> • Did the work plan include reasonable and achievable timelines? • Did Proposer include a performance management plan? 	40
Letter(s) of support <ul style="list-style-type: none"> • Did the Proposer include at least one letter of support from an LPHA or strategic partner that is or may be involved in the regional partnership? 	20
Total points possible	150

SECTION 5. AWARD AND NEGOTIATION

5.1 AWARD NOTIFICATION PROCESS

5.1.1. Award Consideration

OHA, if it awards funding to an LPHA awards will start with the highest ranking Responsible Proposer(s) based upon the scoring methodology and process described in Section 4. OHA may award less than the full budget proposed. OHA reserve the right to recommend that Proposals are funded under a different track if the Proposal meets the requirements of that track. .

5.1.2. Intent to Award Notice

OHA will notify all Proposers in Writing that OHA intends to award funds.

SECTION 6. ADDITIONAL INFORMATION

6.1 GOVERNING LAWS AND REGULATIONS

This RFP is governed by the laws of the State of Oregon. Venue for any administrative or judicial action relating to this RFP, evaluation and award is the Circuit Court of Marion County for the State of Oregon; provided, however, if a proceeding must be brought in a federal forum, then it must be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this Section be construed as a waiver by the State of Oregon of any form of defense or

immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, to or from any Claim or from the jurisdiction of any court.

6.2 OWNERSHIP/PERMISSION TO USE MATERIALS

All Proposals are public record and are subject to public inspection after OHA issues the Notice of the Intent to Award. Application of the Oregon Public Records Law will determine whether any information is actually exempt from disclosure.

All Proposals submitted in response to this RFP become the Property of OHA. By submitting a Proposal in response to this RFP, Proposer grants the State a non-exclusive, perpetual, irrevocable, royalty-free license for the rights to copy, distribute, display, prepare derivative works of and transmit the Proposal solely for the purpose of evaluating the Proposal, negotiating an Agreement, if awarded to Proposer, or as otherwise needed to administer the RFP process, and to fulfill obligations under Oregon Public Records Law (ORS 192.410 through 192.505). Proposals, including supporting materials, will not be returned to Proposer unless the Proposal is submitted late.

6.3 CANCELLATION OF RFP; REJECTION OF PROPOSAL; NO DAMAGES.

OHA may reject any or all Proposals in-whole or in-part, or may cancel this RFP at any time when the rejection or cancellation is in the best interest of the State or OHA, as determined by OHA. Neither the State nor OHA is liable to any Proposer for any loss or expense caused by or resulting from the delay, suspension, or cancellation of the RFP, award, or rejection of any Proposal.

6.4 COST OF SUBMITTING A PROPOSAL

Proposer shall pay all the costs in submitting its Proposal, including, but not limited to, the costs to prepare and submit the Proposal, costs of samples and other supporting materials or costs to participate in demonstrations.

ATTACHMENT A – AFFIDAVIT OF TRADE SECRET

(Affiant), being first duly sworn under oath, and representing
(hereafter “Proposer”), hereby deposes and swears or affirms under penalty of perjury that:

1. I am an employee of the Proposer, I have knowledge of the Request for Proposals referenced herein, and I have full authority from the Proposer to submit this affidavit and accept the responsibilities stated herein.
2. I am aware that the Proposer has submitted a Proposal, dated on or about _____ [date] (the “Proposal”), to the State of Oregon (State) in response to Request for Proposals #OHA-4461-17, for Early Intervention Services and I am familiar with the contents of the RFP and Proposal.
3. I have read and am familiar with the provisions of Oregon’s Public Records Law, Oregon Revised Statutes (“ORS”) 192.410 through 192.505, and the Uniform Trade Secrets Act as adopted by the State of Oregon, which is set forth in ORS 646.461 through ORS 646.475. I understand that the Proposal is a public record held by a public body and is subject to disclosure under the Oregon Public Records Law unless specifically exempt from disclosure under that law.
4. I have reviewed the information contained in the Proposal. The Proposer believes the information listed in Exhibit A is exempt from public disclosure (collectively, the “Exempt Information”), which is incorporated herein by this reference. It is my opinion that the Exempt Information constitutes “Trade Secrets” under either the Oregon Public Records Law or the Uniform Trade Secrets Act as adopted in Oregon because that information is either:
 - A. A formula, plan, pattern, process, tool, mechanism, compound, procedure, production data, or compilation of information that:
 - i. is not patented,
 - ii. is known only to certain individuals within the Proposer’s organization and that is used in a business the Proposer conducts,
 - iii. has actual or potential commercial value, and
 - iv. gives its user an opportunity to obtain a business advantage over competitors who do not know or use it.

or

 - B. Information, including a drawing, cost data, customer list, formula, pattern, compilation, program, device, method, technique or process that:
 - i. Derives independent economic value, actual or potential, from not being generally known to the public or to other persons who can obtain economic value from its disclosure or use; and
 - ii. Is the subject of efforts by the Proposer that are reasonable under the circumstances to maintain its secrecy.

- 5. I understand that disclosure of the information referenced in Exhibit A may depend on official or judicial determinations made in accordance with the Public Records Law.

Affiant’s Signature

State of _____)

) ss:

County of _____)

Signed and sworn to before me on _____ (date) by

_____ (Affiant’s name).

Notary’s Signature

Notary Public for the State of _____

My Commission Expires: _____

**ATTACHMENT A – Affidavit of Trade Secret
RFP OHA-4461-17
EXHIBIT A**

Proposer identifies the following information as exempt from public disclosure:

ATTACHMENT B – PROPOSER INFORMATION AND CERTIFICATION SHEET

Legal Name of Proposer: _____

Address: _____ City, State, Zip: _____

17-19 Financial Assistance Agreement (FAA) #: _____

Contact Name: _____ Telephone: _____ Email: _____

Any individual signing below hereby certifies they are an authorized representative of Proposer and that:

1. Proposer understands and accepts the requirements of this RFP. By submitting a Proposal, Proposer agrees that funds will be awarded through its current FAA.
2. Proposer acknowledges receipt of any and all Addenda to this RFP.
3. Proposal is a Firm Offer for 180 days following the Closing.
4. If awarded funding, Proposer agrees to perform the scope of work and meet the performance standards set forth in the final negotiated Program Element Description.
5. Proposer does not discriminate in its employment practices with regard to race, creed, age, religious affiliation, gender, disability, sexual orientation, national origin. When awarding subcontracts, Proposer does not discriminate against any business certified under ORS 200.055 as a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns or an emerging small business.
6. Proposer and Proposer’s employees, agents, and subcontractors are not included on:
 - a. the “Specially Designated Nationals and Blocked Persons” list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>, or
 - b. the government wide exclusions lists in the System for Award Management found at: <https://www.sam.gov/portal/SAM/#1>
7. Proposer certifies that, to the best of its knowledge, there exists no actual or potential conflict between the business or economic interests of Proposer, its employees, or its agents, on the one hand, and the business or economic interests of the State, on the other hand, arising out of, or relating in any way to, the subject matter of the RFP. If any changes occur with respect to Proposer’s status regarding conflict of interest, Proposer shall promptly notify the State in writing.
8. Proposer certifies that all contents of the Proposal (including any other forms or documentation, if required under this RFP) and this Proposal Certification Sheet, are truthful and accurate and have been prepared independently from all other Proposers, and without collusion, fraud, or other dishonesty.
9. Proposer understands that any statement or representation it makes, in response to this RFP, if determined to be false or fraudulent, a misrepresentation, or inaccurate because of the omission of material information could result in a "claim" {as defined by the Oregon False Claims Act, ORS 180.750(1)}, made under the FAA being a "false claim" {ORS 180.750(2)} subject to the Oregon False Claims Act, ORS 180.750 to 180.785, and to any liabilities or penalties associated with the making of a false claim under that Act.
10. Proposer acknowledges these certifications are in addition to any certifications required in the FAA and Program Element at the time of amendment to the FAA execution.

Authorized Signature

Date

(Print Name and Title)

ATTACHMENT C – COST PROPOSAL FORM

(Attached as Separate File)

ATTACHMENT D - PUBLIC HEALTH MODERNIZATION REGIONAL WORK PLAN TEMPLATE

Instructions:

Use this template to document key activities, timelines, staffing, and anticipated outcomes or deliverables. Proposers may include activities related to developing and sustaining the regional partnership in addition to activities related to communicable disease control and reducing health disparities. Work plan should include a comprehensive performance management plan to ensure objectives are being met.

Public Health Modernization Work Plan			
Lead Fiscal Agent			
Strategic Partner(s)			
SMART objective(s)			
Target region			
Target population			
Activity	Timeline (start-end dates)	Lead Staff and Key Associate(s)	Outcome Measure or Deliverable

Definitions for use in this document:

SMART Objective - A measurable change in supportive policy, systems or environment that affects healthy behavior. Objective must be are specific, measurable, attainable, realistic and time-limited.

Activities - A list of key events or actions that will be implemented. Key events, if possible, shall be specific, measurable and sufficient in quantity such that their completion will lead to the accomplishment of the objective.

Key Associate - Organization, either funded or unfunded, who will play a significant role in accomplishing the activity.

Lead Staff - Staff member of position with the responsibility for ensuring the completion of the activity.

Measure - How will the activity be measured? Include outcome measures or deliverables.

Timeline - The timeframe for which activities will be initiated and completed.

ATTACHMENT E - HEALTHY MEETINGS POLICY



JOINT OPERATIONS STEERING COMMITTEE
Offices of the Directors



Operational Policy

Policy title:	Healthy Meetings, Conferences and Events Policy		
Policy number:	DHS|OHA-010-019		
Original date:	06/13/2016	Last update:	06/13/2016
Approved:	Mark Fairbanks, OHA CFO, Reginald Richardson, Deputy Director, DHS		

Purpose

The Department of Human Services (DHS) and the Oregon Health Authority (OHA) are committed to aligning agency practices with agency missions to help support a culture of health for employees, customers and partners, and demonstrate the agencies are responsible stewards of public funds.

Description

When events are paid for using state funds, this policy requires DHS and OHA employees to follow the associated guidelines to plan and offer healthy meetings. Staff are encouraged to implement these guidelines at all other agency meetings as well.

Applicability

This policy applies to all DHS and OHA staff including employees, volunteers, trainees, interns, contractors and sub-contractors.

As keepers of the public trust, all agency employees have a responsibility to comply with state and agency policies, administrative rule, and state and federal law. The agency takes this responsibility seriously and failure to fulfill this responsibility is not treated lightly. Employees who fail to comply with state or agency policy, administrative rule, or state and federal law may face progressive discipline, up to and including dismissal from state service. Contractors and subcontractors may face termination of the working relationship.

Policy

1. For meetings, conferences and events organized by DHS and OHA and paid for using state funds, staff and contractors shall use the Oregon Accounting Manual (OAM) to determine the general circumstances for allowable food and beverage purchases and this policy and its associated guidelines to determine acceptable food and beverage purchases.
2. For meetings, conferences and events organized by DHS and OHA and paid for using state funds, agency staff and contractors shall provide healthy foods and beverages as described in this policy and the guidelines found in DHS|OHA 010-019-01.
3. For meetings, conferences and events organized by DHS and OHA, whether or not they are paid for with state funds, agency staff and contractors shall provide opportunities for physical activity and reasonable accommodations for lactation needs as described in this policy and the guidelines found in DHS|OHA 010-019-01.

4. When DHS and OHA staff make decisions about purchasing food or beverages with state funds for meetings, conferences and events, staff shall use the OAM, this policy and the accompanying guidelines to determine:
 - a. If and when to provide food and beverages.
 - b. What food and beverages may or may not be provided.
 - c. Serving size and presentation of the food and beverages provided.
5. For any meeting lasting less than three hours, DHS and OHA shall not use state funds to provide food or beverages, other than water, unless the meeting is held during a typical meal time.
6. For meetings held outside typical meal times, DHS and OHA shall not use state funds to provide food.
7. DHS and OHA shall not use state funds to provide sugar sweetened beverages, including soda, juice with added sugars, energy drinks, sport drinks or pre-sweetened coffee or tea.
8. DHS and OHA shall not use state funds to provide fried foods, including French fries, potato chips, tortilla chips and donuts. Exceptions to this section of the policy may apply and are outlined in the guidelines.
9. If food is to be provided, staff, volunteers and contractors shall make a **good faith effort** to provide healthy food and beverages that meet the recommendations of the USDA *Dietary Guidelines for Americans 2015-2020* related to healthy selections and portion sizes.
10. Meetings organized by DHS/OHA staff and contractors shall include a physical activity break in meeting agendas.
 - d. For meetings lasting 90 minutes, at least one 10 minute break shall be offered.
 - e. For meetings lasting six hours or more, at least 30 minutes of break time shall be offered.
11. Meetings organized by DHS/OHA staff and contractors shall provide a clean, private space that meets legal guidelines for the purpose of meeting lactation needs, whether individuals are breastfeeding or pumping breast milk.
12. Managers, meeting staff and meeting coordinators shall ensure that contractors, partners and volunteers are aware of this policy and are making a good faith effort to align their practices with the established policy and guidelines.
13. All DHS and OHA managers shall:
 - a. Review plans with coordinating staff to ensure that meetings, conferences and events comply with the policy requirements for healthy food and beverages, physical activity opportunities, and lactation accommodation.
 - b. Institute oversight processes that ensure employees coordinating meetings, conferences and events are making a good faith effort to implement the guidelines of this policy.
 - c. Use management controls for purchases related to meetings, conferences and events, such as signing purchase approval forms, to ensure that staff are following the requirements of this policy prior to granting approval for purchases.
14. DHS and OHA follow all federal and state statutes and rules and all Oregon Department of Administrative Services statewide policies, including Oregon Accounting Manual requirements for meetings.

References

[US Department of Agriculture's Dietary Guidelines for Americans 2015-2020](#)
Healthy Meetings, Conferences and Events Guidelines
[Oregon Accounting Manual](#)
Lactation legal guidelines

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 - b. Institute oversight processes that ensure employees coordinating meetings, conferences and events are making a good faith effort to implement the guidelines of this policy.
 - c. Use management controls for purchases related to meetings, conferences and events, such as signing purchase approval forms, to ensure that staff are following the requirements of this policy prior to granting approval for purchases.
14. DHS and OHA follow all federal and state statutes and rules and all Oregon Department of Administrative Services statewide policies, including Oregon Accounting Manual requirements for meetings.

References

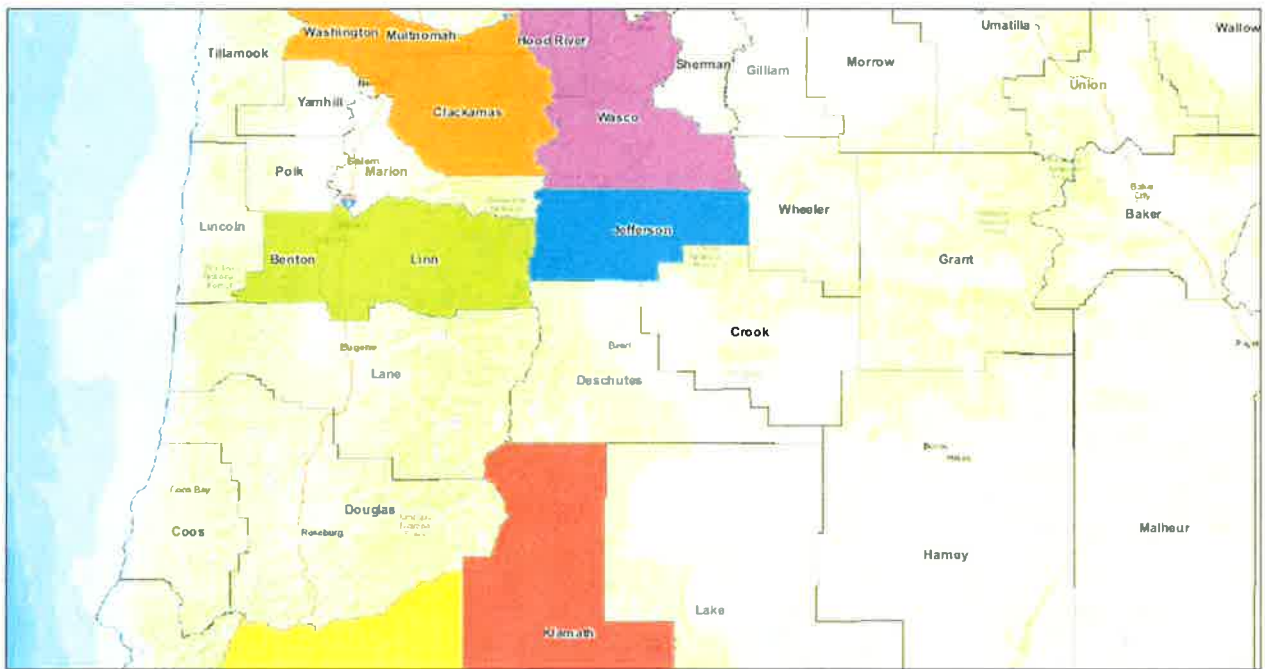
[US Department of Agriculture's Dietary Guidelines for Americans 2015-2020](#)
Healthy Meetings, Conferences and Events Guidelines
[Oregon Accounting Manual](#)
Lactation legal guidelines

RFP – OHA 4461-17 – Public Health Modernization Implementation

County	Tribe										# of CHSDAs containing County
	Burns-Palute	Coos, Lower Umpqua, Siuslaw	Coquille	Cow Creek Band of Umpqua	Cowlitz (WA Tribe)	Grand Ronde	Klamath	Siletz	Umatilla	Warm Springs	
Benton								X			1
Clackamas								X		X	2
Columbia					X						1
Coos		X	X	X							3
Curry		X	X								2
Deschutes				X							1
Douglas		X	X	X							3
Harney	X										1
Jackson			X	X							2
Jefferson										X	1
Josephine				X							1
Klamath				X			X				2
Lane		X	X	X				X			4
Lincoln		X						X			2
Linn								X		X	2
Marion						X		X		X	3
Multnomah						X		X			2
Polk						X		X			2
Tillamook						X		X			2
Umatilla									X		1
Union									X		1
Wasco										X	1
Washington						X		X			2
Yamhill						X		X			2
# of Counties in CHSDA	1	5	5	7	1	6	1	11	2	5	

ATTACHMENT G – REGIONAL HEALTH EQUITY COALITIONS

RHEC Regions



September 8, 2017



Map data from the Oregon Department of Transportation, Oregon Statewide GIS Data Portal, and the Oregon Statewide GIS Data Portal. All other data is the property of the Oregon Department of Transportation.

AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

1. **TITLE OF AGENDA ITEM: Community Vision Screening Clinic hosted by Morrow County Health Dept. in collaboration with the Health District, with the Casey Eye Institute**

2. **ISSUES, BACKGROUND, AND DISCUSSION: The Casey Eye Institute has scheduled a Vision Screening for Adults on Monday Oct 23rd in Heppner.
The Casey Eye Institute requires the completion of the Outreach Screening Agreement.
The Event will be held at the Parish Hall and completion of a user Agreement is required.**

3. **OPTIONS: Both Agreements must be approved and signed prior to the event.**

4. **FISCAL IMPACT: N/A There is no Fee required by Casey Eye Institute in order for OHSU to provide the service. The Parish Hall has a set user fee of \$100, which is being waived as the event provides a community service. There will be a shipping fee of approx. \$30 following the event for glasses to be shipped to the Health Dept on behalf of participating community members.**

5. **STAFF RECOMMENDATIONS: This event will have no impact on staffing FTE. Two Health Dept staff will be assisting at the event.**

6. **SUGGESTED ACTION(S) / MOTION(S):
BOC approval and signature of both agreements following review and approval of County Counsel.**
 - Attach additional background documentation as needed.

Routing: Original or copies of signed contract or document should be sent to the following:

- | | |
|--|--|
| <input checked="" type="checkbox"/> Clerk (Original for recording) | <input checked="" type="checkbox"/> Finance Department (Copy for file) |
| <input checked="" type="checkbox"/> Board of Commissioners (Copy for file) | <input checked="" type="checkbox"/> Department – For distribution |
| <input type="checkbox"/> Other _____ | |

**CASEY EYE OUTREACH SCREENING
PARTNER AGENCY AGREEMENT**

This Casey Eye Outreach Screening Partner Agency Agreement (“Agreement”) is effective upon the date of the last signature, (“Effective Date”) by and between Oregon Health & Science University, an Oregon statutory public corporation (“OHSU”) on behalf of OHSU Case Eye Institute (“CEI”), and Morrow County Health Dept. (“Agency”) (each a “Party” and collectively, the “Parties”).

RECITALS

- A. OHSU is an academic health system with its main campus in Portland, Oregon and operates inpatient and outpatient facilities and clinical programs that provide a full range of institutional and professional acute and ambulatory care, treatment and research programs, activities and initiatives at the main OHSU campus and locations throughout the state of Oregon consistent with OHSU’s missions in research, education, clinical care and community outreach;
- B. CEI, a part of the OHSU School of Medicine, is an academic regional eye center that offers world-class specialists and technologies in the eye health field;
- C. Through partnerships with agencies that serve low income, uninsured and underinsured Oregonians, the CEI Outreach Van (“CEI Van”) offers free vision screening on site at an expanding network of community outreach locations.
- D. CEI desires to partner with Agency to offer free eye screenings to individuals served by Agency.

AGREEMENT

1. Goal and Scope

1.1 Goal of the CEI Van. The CEI’s goal is to foster a gateway between underserved members of the community and ophthalmological care by providing free eye screening services on the CEI Van.

1.2 Scope of Services.

1.2.1 Examination. The scope of services provided on the CEI Van shall focus primarily on screening for common preventable ophthalmological conditions such as ocular complications related to hypertension, diabetes, macular degeneration and glaucoma. Screening examinations shall consist of measurement of vision, refractive error, intraocular pressure, pupillary exam and extraocular movements. Ophthalmological examination may include a slit-lamp anterior segment exam and a dilated fundus exam. Ocular coherence tomography may be used to measure optic nerve head parameters in patients at risk for glaucoma, in macular degeneration patients or in diabetic patients suspected of having macular edema.

1.2.2 After Examinations. Participants receiving services at the CEI Van shall be provided a written report regarding their screening and a prescription for spectacles if appropriate. Participants requiring continued management shall be informed by Agency that they should be seen by a

provider of their choice as CEI Van volunteers only provide screening exams. The services provided do not constitute the initiation of ongoing care.

2. CEI Responsibilities.

- 2.1** CEI shall work with Agency to find a mutually agreeable date for the CEI Van to provide eye screening services to community members (“Screening Event”).
- 2.2** If the Agency has confirmed at least the minimum number of participants as described in Section 3.3, CEI shall ensure the CEI Van is available and equipped to provide Participants (defined below) with eye screening services at the Screening Event.
- 2.3** CEI shall recruit volunteers to staff the CEI Van for the Screening Event.
- 2.4** At the end of the Screening Event, CEI will provide Participant health information collected during the Screening Event to Agency and Participants (defined below).
- 2.5** CEI will work with Agency to identify resources that Agency can offer Participants for follow-up care when needed.

3. Agency Responsibilities

- 3.1** Agency will be responsible for identifying and inviting community members to receive eye screening services at a Screening Event.
- 3.2** Community members that meet the criteria below are eligible to receive eye screening services at the Screening Event.
 - 3.2.1** The community member must have a perceived need for a screening exam due to limited resources, vision changes, or other vision concerns, such as an eye injury, diabetes or a family history of glaucoma.
 - 3.2.2** The community member must be uninsured/underinsured with a low income (i.e., below 400% of the Federal Poverty Level). Screening exams are not covered by medical insurance; however, if a condition is found, the person will be referred by the Agency to a provider who can implement care and ultimately bill insurance, if they have coverage.
- 3.3** Community members who agree to receive eye screening services at a Screening Event shall be referenced herein as a “Participants.” Agency must confirm a mutually-agreed upon minimum number of Participants in order to confirm a Screening Event with CEI. It is suggested that Agency make reminder calls to Participants before the Screening Event.
- 3.4** After receiving Participant health information from CEI volunteers that was collected at a Screening Event, Agency will be responsible for following up with those individuals who need further care to help access other resources (e.g., programs that offer vouchers or gift certificates for glasses, websites to order affordable glasses and possible resources for follow up examination and/or treatment).
- 3.5** If needed, Agency shall be responsible for identifying individuals who can translate during a Screening to ensure there is clear communication between the Participant and the CEI volunteers.

4. Expenses, Funding, and Space

- 4.1 Expenses.** Except as outlined in Section 4.2, each Party shall be responsible for its own expenses and costs associated with a Screening Event.
- 4.2 Space.** Agency shall provide sufficient space to park the CEI Van for a Screening Event. The location selected should be free of cost to OHSU and CEI, and the CEI shall be allowed to legally park at the location. Agency shall also work with CEI to determine other spacing needs for a Screening Event and use best efforts to fulfill CEI's other spacing needs for the Screening Event (including providing accessible space to screen disabled individuals who are not able to enter the CEI Van).

5. Health Records

- 5.1 Participant Health Information.** Participant health information from a Screening Event shall be used, disclosed and maintained per OHSU policy and applicable law. OHSU shall share Participant health information with Agency for treatment purposes as that term is defined by the regulations promulgated under the Health Insurance Portability and Accountability Act (HIPAA).
- 5.2 Confidentiality.** Agency shall use and disclose Participant health information in accordance with applicable federal and state laws (including HIPAA). If Agency is not subject to HIPAA, Agency shall keep Participant health information from a Screening Event confidential and not disclose such information to third parties except for treatment, payment or health care operations purposes as those terms are defined in HIPAA regulations.

6. Term and Termination

- 6.1 Term of Agreement.** The initial term of this Agreement shall commence on the Effective Date for a term of one (1) year unless earlier terminated in accordance with Section 6.2 below. Thereafter, this Agreement shall be automatically renewed for successive one (1) year terms unless either Party gives written notice of its intent not to renew the Agreement at least sixty (60) days in advance of the renewal date.
- 6.2 Termination.**
- 6.2.1 For Cause Termination.** Either Party ("Terminating Party") may terminate this Agreement upon written notice to the other Party ("Other Party") if the Other Party breaches this Agreement or fails in any substantial manner to abide by the terms of this Agreement and such failure and/or breach continues substantially uncured for thirty (30) days after the Terminating Party sends written notice to the Other Party specifying such failure and/or breach; or, if such failure and/or breach cannot be reasonably cured within such thirty (30) day period, the Agreement shall not be terminated if such Other Party commences the cure of the noticed failure and/or breach within such thirty (30) day period and prosecutes such cure to completion using all due diligence.
- 6.2.2 Without Cause Termination.** Either Party may terminate this Agreement at any time without cause upon sixty (60) days' prior written notice.
- 6.2.3 Mutual Agreement.** The Parties may terminate this Agreement at any time by mutual written agreement.

6.3 Effect of Termination. The Parties acknowledge and agree that termination of this Agreement shall mean that no Screening Events will be scheduled after the termination effective date. However, Agency's responsibility to follow up with Participants as described in Section 3 shall survive termination of this Agreement.

7. Insurance and Indemnity

7.1 Insurance. Commencing on the Effective Date and continuing throughout the Term of this Agreement, the Parties shall, at their own cost, maintain general business, general liability, professional malpractice liability, property and casualty liability, workers' compensation, employer's liability insurance coverage and any other insurance coverage required by law or customarily obtained by a similarly situated party. Unless a Party is insured under a self-insurance program acceptable to the other Party, all of the foregoing required insurance shall be issued by an insurance company or indemnity company authorized to conduct business in the State of Oregon.

7.2 Indemnity. Each Party shall indemnify, defend and hold harmless the other Party and its affiliates, officers, directors, employees, members and agents, and those of its affiliates (each of the foregoing hereinafter referred to as an "Indemnified Party") from and against any and all actions, liabilities, claims, suits, damages, liens, judgments, losses, fines, penalties, costs and expenses (including reasonable attorney fees of counsel selected by the Indemnified Party and costs) arising out of or arising from (a) the negligent or wrongful acts or omissions of the Party's affiliates, officers, contractors, directors, employees, members, or agents occurring during the Party's performance under or in connection with this Agreement, or (b) breach of this Agreement by the Party. The Party's obligation to indemnify the Indemnified Parties shall survive the expiration or termination of this Agreement for any reason. Notwithstanding the foregoing, OHSU and CEI's indemnification obligation is subject to any and all limitations, exclusions and notice requirements of the Oregon Tort Claims Act (ORS 30.26 et seq.).

8. Marketing and Advertising.

8.1 Advertising. The Parties agree to consult and agree prior to printing or distributing any Screening Event promotional materials, advertising, or press communications, in any medium.

8.2 Marketing. The Parties agree to coordinate marketing efforts relating to the Screening Event. Neither Party shall refer to the other party in press, website, social media or marketing materials without prior express written permission.

9. Miscellaneous

9.1 Federal and State Program Eligibility. Agency represents and warrants to OHSU that neither it nor any of its employees or affiliates (a) are excluded from participation or otherwise ineligible to participate in a "federal health care program," as defined in 42 U.S.C. Section 1320a-7b(f) or in any other government payment program ("Excluded") and (b) have arranged or contracted (by employment or otherwise) with any employee or agent that Agency or its affiliate knows or should know is Excluded to provide items or services hereunder. In the event Agency or one of its employees or affiliates is Excluded during the term of the Arrangement, Agency will notify OHSU in writing within three (3) days after such event. Whether or not such notice is given to OHSU, OHSU may immediately terminate this Agreement upon written notice to Agency.

9.2 Compliance with Laws. The Parties will perform services in accordance with applicable laws, standards, and rules that govern the practice of medicine and the practice of law.

- 9.3 Amendments, Modifications and Waivers.** The provisions of this Agreement may be amended or modified only upon the written agreement of all of the Parties hereto. Any waiver, permit, consent or approval of any kind or character on the part of any Party of any provision or condition of this Agreement must be in writing and shall be effective only to the extent specifically set forth in such writing.
- 9.4 Licensure.** The Parties agree that each person working on the CEI Van shall be properly trained and, if applicable, licensed to meet his or her respective duties. Each person shall maintain all applicable licenses, registrations, and certifications in good standing during the Term of this Agreement.
- 9.5 Intellectual Property.** The Parties agree that no intellectual property is licensed under this Agreement. In addition, each Party agrees not to use each other's name or trademarks without the other Party's prior written consent.
- 9.6 Assignment.** Neither party may assign or subcontract any rights or obligations under this Agreement to another Party without the prior written consent of the other Party to this Agreement, and any such attempted assignment shall be void and of no effect.
- 9.7 Independent Parties.** Neither Party may legally or contractually bind the other Party nor shall either Party act as agent, employee, partner or joint venture of the other Party. Neither Party's personnel will, for any purpose, be deemed to be an employee of the other Party for tax withholding, liability coverage, or for compensation or benefit plan participation.
- 9.8 Entire Agreement.** This Agreement sets forth the entire agreement and understanding of the Parties relating to the subject matter herein, and supersedes all prior or contemporaneous communications or agreements, whether oral or written, between the parties regarding the subject matter hereof.
- 9.9 Execution.** This Agreement may be executed by the Parties in counterparts, all of which taken together will be deemed one and the same instrument.
- 9.10 Governing Law.** This Agreement shall be governed by the laws of the State of Oregon.
- 9.11 Notices and Representatives.** Please reference the OHSU contract number on all documents sent to OHSU pursuant to this contract. Any notice or other communication required or permitted to be given by either Party to the other pursuant to this Contract shall be in writing and delivered by personal delivery or sent postage prepaid by registered or certified mail or by overnight courier, addressed to the other Party at the address set forth below or such other address designated hereafter in writing by notice given in accordance with this paragraph.

Notice shall be considered given and effective (i) upon delivery if personally delivered, or (ii) if sent by registered or certified mail or overnight courier as described above, upon the date the return receipt or courier documentation shows the notice or communication was accepted, refused or returned undeliverable.

OHSU DEPARTMENT	OHSU CONTRACTING & NOTICES ADDRESS
Verian Wedeking Outreach Program Administrator OHSU	Debbie Goss Contract Coordinator Contracting Services Group, MC104

3375 SW Terwilliger Blvd. Portland, OR 97239 p: 503.418.1698 f: 503.494.6864 wedeking@ohsu.edu	Oregon Health & Science University 3930 SW Macadam Ave Portland, OR 97239 503-494-4768 503-494-6937 goss@ohsu.edu
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AGENCY DEPARTMENT	AGENCY CONTRACTING & NOTICES ADDRESS
Sheree Smith Morrow County Health Dept. 110 N Court St. Heppner, Or 97836 Ph: 541-676-5421 Fax: 541-676-5652.	Local Public Health Authority (LPHA) Morrow County Board of Commissioners (BOC) 110 N Court St. Heppner, Or 97836 Ph: 541-676-



IN WITNESS WHEREOF, the Parties, by their duly authorized representative, have duly executed this Agreement as of the Effective Date.

Morrow County Local Public Health Authority
Board Of Commissioners

Oregon Health & Science University, an Oregon
statutory public corporation

Name Of Signatory
Morrow County Commissioner

Debbie Goss
Contract Coordinator

FACILITY USAGE/INDEMNITY AGREEMENT

PARISH: St. Patrick-Heppner, Oregon

PARISH is understood to include the Arch/Diocese of Baker

FACILITY USER: Morrow County Health Dept.

DATES OF FACILITY USAGE: Monday October 23rd, 2017

TYPE OF FACILITY USAGE: Community Vision Screening Clinic

The above named FACILITY USER agrees to defend, protect, indemnify and hold harmless the above named PARISH against and from all claims arising from the negligence or fault of the above named FACILITY USER or any of its agents, family members, officers, volunteers, helpers, partners, organizational members or associates which arise out of the above identified FACILITY USAGE at the above named PARISH.

FACILITY USER agrees to provide a certificate of Insurance to the PARISH, which provides evidence of general liability coverage of not less than five hundred thousand dollars (\$500,000) per occurrence. FACILITY USER also agrees to have the PARISH named as an "Additional Insured" on its general liability policy for the DATE(S) OF FACILITY USAGE in relationship to the TYPE OF FACILITY USAGE for claims which arise out of FACILITY USER'S operations or are brought against the PARISH by FACILITY USERS' employees, agents, partners, family members, students, customers, function attendees, guests invitees, organizational members or associates. FACILITY USER also agrees to ensure that its liability insurance policy will be primary in the event of a covered claim or cause of action against PARISH.

If and only if FACILITY USER fails to comply with the above (second) paragraph, then the above named FACILITY USER agrees to protect, defend, hold harmless and fully indemnify the above name PARISH for any claim or cause of action whatsoever arising out of or related to the usage which takes place during above identified DATE(S) OF FACILITY USAGE that is brought against the PARISH by the above name FACILITY USER or its employees, agents, partners, family members, students, customers, function attendees, guests, invitees, organizational members or associates, even if such claim arises from the alleged negligence of any other individual or organization. If any sentence or paragraph of this agreement is held invalid, it is agreed that the balance thereof, shall continue in full legal force and effect.

Signed by: _____

Must be an official agent of FACILITY USER

NAME (please print):

DATE:

Please send this agreement along with the Certificate of Liability Insurance and payment* to St. Patrick Church; PO Box 633; Heppner, OR 97836

OR

Scan & email to janetgreenup@gmail.com

*Payment Waived for Community Event

AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

-
1. TITLE OF AGENDA ITEM: **CRCHS Business Associate Contract**

 2. ISSUES, BACKGROUND, AND DISCUSSION: **CRCHS has been added to the MOU regarding collaboration and partnership of the CARE Team and community partners. The signed MOU was returned to Morrow County Health Dept and CRCHS has requested that the Health Dept sign a Business Associate Contract to insure HIPAA compliance regarding Protected Health Information (PHI).**

 3. OPTIONS: **CRCHS as a community partner participating in Adolescent Well Child Visits is requesting this Contract be signed by Morrow County Health Dept.**

 4. FISCAL IMPACT: **N/A There is no fiscal impact as a result of this contract.**

 5. STAFF RECOMMENDATIONS: **N/A No impact on Staff FTE.**

 6. SUGGESTED ACTION(S) / MOTION(S):
Request that the BOC approve and sign Contract with CRCHS on behalf of Morrow County Health Dept.
 - Attach additional background documentation as needed.

Routing: Original or copies of signed contract or document should be sent to the following:

- | | |
|--|--|
| <input checked="" type="checkbox"/> Clerk (Original for recording) | <input checked="" type="checkbox"/> Finance Department (Copy for file) |
| <input checked="" type="checkbox"/> Board of Commissioners (Copy for file) | <input checked="" type="checkbox"/> Department – For distribution |
| <input type="checkbox"/> Other _____ | |

Roberta Lutcher

From: Justin Nelson
Sent: Monday, October 09, 2017 3:25 PM
To: Sheree Smith
Cc: Roberta Lutcher; Kim Cutsforth
Subject: RE: Business Associate Contract with CRCHS
Attachments: Business Associate Contract Template for MCHD (2).doc

I do not believe this aspect needs to be signed by the BoC. This is basically just a safeguard for the clinic, with your department saying they will protect the health information. I believe that you can sign this for the department, and there does not need to be signed by the BoC itself. If the clinic specifically wants it signed by the BoC, then we can still present it, but will need to amend the signature line.

As for the date of the signing, I would just fill in the date you sign it, does not need to be any special date it appears.

Please let me know if you still would like this before the BoC.

-Justin

*Justin W. Nelson
Morrow County District Attorney
Morrow County Counsel
100 S. Court St.
P.O. Box 664
Heppner, OR 97836
Office: (541) 676-5626
Fax: (541) 676-5660
Email: jnelson@co.morrow.or.us*

From: Sheree Smith
Sent: Friday, September 29, 2017 2:05 AM
To: Justin Nelson <jnelson@co.morrow.or.us>
Cc: Roberta Lutcher <rlutcher@co.morrow.or.us>; Kim Cutsforth <kcutsforth@co.morrow.or.us>
Subject: Business Associate Contract with CRCHS

Justin,

The CARE Team created an MOU several months ago which was previously reviewed and approved by you. Since that time, the CARE Team in collaboration with all other participating partners agreed that it would be advantageous to add the medical providers to allow for the exchange of Protected Health Information (PHI) to facilitate the referral and tracking of Adolescent Well Child visits. I have attached the revised MOU in case you would like to review this document as background information.

The document was revised to include the Health District and Columbia River Community Health Services (CRCHS) and resent to all partners for approval with signature. CRCHS returned the signed MOU but have requested that the Health

Dept complete and sign the attached Business Associate Contract Template as further clarification of the HIPAA relationship regarding PHI.

I have attached the Template received from CRCHS and entered "Morrow County Health Dept. in the blank referencing the "Business Associate" at the top of page #1. At the bottom of page #1 it states "shall commence on _____" and I was uncertain what to enter in that blank.

Please review the document and once approved as per form, submit to the BOC for approval and signature.

*Thank You,
Sheree Smith RN*

Public Health Director
Morrow County Health Dept.
110 N Court St.
Heppner, Or 97836
Office 541-676-5421
Cell 541-256-0110
FAX 541-676-5652
<ssmith@co.morrow.or.us>

BUSINESS ASSOCIATE AGREEMENT

THESE PROVISIONS MAY STAND ALONE AS A BUSINESS ASSOCIATE AGREEMENT, OR MAY BE INCORPORATED INTO A LARGER, MORE COMPREHENSIVE CONTRACT WITH THE BUSINESS ASSOCIATE TO COVER OTHER MATTERS.

This Agreement is entered into by and between Columbia River Community Health Services ("Practice" or "CRCHS") and Morrow County Health Dept. ("Business Associate") to set forth the terms and conditions under which protected health information ("PHI"), as defined by the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, Regulations enacted hereunder (HIPAA); the Health Information Technology for Economic and Clinical Health (HITECH) Act, Public Law 111-5, Division A, Title XIII, Subpart D, Regulations enacted hereunder; *[and as defined in 42 CFR Pt. 2 (alcohol and chemical dependency) if applicable]*, created or received by Business Associate on behalf of Practice may be used or disclosed.

Definitions

Catch-all definition:

The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Rules as amended: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information (PHI), Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

Specific definitions:

1. Business Associate. "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR § 160.103, and in reference to the party to this agreement, shall mean *[Insert Name of Business Associate]*.
2. Covered Entity. "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR § 160.103, and in reference to the party to this agreement, shall mean *Columbia River Community Health Services*.
3. HIPAA Rules. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.
4. HITECH Act. "HITECH Act" shall mean Health Information Technology for Economic and Clinical Health Act, Division A, Title XIII of the American Recovery and Reinvestment Act of 2009.

This Agreement shall commence on _____ and the obligations herein shall continue in effect so long as Business Associate uses, discloses, creates or otherwise possesses any PHI created or received on behalf of Practice and until all PHI created or received by

Business Associate on behalf of Practice is destroyed or returned to Practice pursuant to Paragraph 20 herein.

1. Practice and Business Associate hereby agree that Business Associate shall be permitted to use and/or disclose PHI created or received on behalf of Practice for the following purpose(s):

[Include a general description of the purpose(s) for which the Business Associate may use and disclose PHI; e.g. for billing agencies: "completing and submitting health care claims to health plans and other third party payers." The stated purpose(s) should reflect the reason for the arrangement with the Business Associate. The permitted uses and disclosures must be within the scope of, and necessary to achieve, the obligations and responsibilities of the Business Associate in performing on behalf of, or providing services to, Practice.]

2. Business Associate acknowledges that Business Associate is required by law to comply with the HIPAA Security Rule (45 CFR Part 164, Subpart C), the use and disclosure provisions of the HIPAA Privacy Rule (45 CFR §§ 164.502, 164.504), and the Breach Notification Rule (45 CFR Part 164, Subpart D).
3. Business Associate shall, in accordance with 45 CFR §§ 164.502(e)(1)(ii) and 164.308(b)(2), ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of Business Associate agree to the same restrictions, conditions, and requirements that apply to Business Associate with respect to such information.
4. Business Associate agrees to make uses and disclosures and requests for protected health information consistent with the minimum necessary provisions of the HIPAA Privacy Rule, 45 CFR § 164.502(b).
5. Business Associate fully understands that Business Associate may not use or disclose protected health information in a manner that would violate Subpart E of 45 CFR Part 164 if done by Practice.
6. Business Associate may use and disclose PHI created or received by Business Associate on behalf of Practice if necessary for the proper management and administration of Business Associate or to carry out Business Associate's legal responsibilities, provided that any disclosure is:
 - A. Required by law; or
 - B. Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and be used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and that the person will notify business associate of any instances of which it is aware in which the confidentiality of the information has been breached.

7. Business Associate fully understands Business Associate is required to maintain the security and privacy of all PHI in a manner consistent with state and federal laws and regulations, including HIPAA, the HITECH Act, [(42 CFR Pt. 2) if applicable] and all other applicable law.
8. Business Associate fully understands that Business Associate cannot use or disclose PHI except as expressly permitted by this Agreement, applicable law, or for the purpose of managing Business Associate's own internal business processes consistent with Paragraph 2 herein.
9. Business Associate shall not disclose PHI to any member of its workforce unless Business Associate has advised such person of Business Associate's privacy and security obligations under this Agreement, including the consequences for violation of such obligations. Business Associate shall take appropriate disciplinary action against any member of its workforce who uses or discloses PHI in violations of this Agreement and applicable law pursuant to Business Associate's sanctions policy.
10. Business Associate fully understands that Business Associate is prohibited from disclosing PHI created or received by Business Associate on behalf of Practice to a person, including any agent or subcontractor of Business Associate but not including a member of Business Associate's own workforce, until such person agrees in writing to be bound by the provisions of this Agreement and applicable state or federal law.
11. Business Associate agrees to use appropriate administrative, physical, and technical safeguards to prevent use or disclosure of electronic or non-electronic PHI not permitted by this Agreement or applicable law.
12. Business Associate will report to Practice any use or disclosure of protected health information not provided for by this Agreement of which it becomes aware, including both breaches of unsecured PHI as required at 45 CFR § 164.410, and any security incidents within five (5) days from the date on which it becomes aware of the breach or incident or would have become aware having exercised due care.
13. In the event of a breach of PHI, Business Associate shall provide Practice a report consistent with 45 CFR Part 164, Subpart D. Pursuant to 45 CFR Part 164, Subpart D, the report shall include individual(s) name, contact information, nature/cause of the breach, PHI breached, date or period of time during which the breach occurred, steps taken to mitigate any potential harm, and controls that will be implemented to reasonably prevent similar breaches of PHI. Business Associate understands that such a report must be provided to Practice within five (5) days from the date on which it becomes aware of the breach or incident or would have become aware having exercised due care. Business Associate is responsible for any and all costs related to notification of individuals or next of

kin (if the individual is deceased) of any security or privacy breach reported by Business Associate to Practice.

14. Business Associate agrees to maintain a record of its disclosures of PHI, including disclosures not made for the purposes of this Agreement consistent with 45 CFR § 164.504(e). Such record shall include the date of the disclosure, the name and, if known, the address of the recipient of the PHI, the name of the individual who is the subject of the PHI, a brief description of the PHI disclosed, and the purpose of the disclosure. Business Associate shall make such record available to Practice within fifteen (15) days of a request and shall include disclosures made on or after the date which is six (6) years prior to the request as necessary to satisfy Practice's obligations under 45 CFR § 164.528.
15. Within ten (10) days of a written request by Practice, Business Associate shall allow a individual who is the subject of PHI, such individual's legal representative, or Practice to view and to copy such individual's designated record set maintained by Business Associate pursuant to 45 CFR § 164.504(e) as necessary to satisfy Practice's obligations under 45 CFR § 164.524. Business Associate shall provide PHI in the format requested by such person, legal representative, or Practice unless it is not readily producible in such format, in which case it shall be produced in standard hard copy format or .pdf format if the PHI is stored electronically.
16. Business Associate shall make any amendment(s) to PHI in a designated record set as directed or agreed to by Practice pursuant to 45 CFR §§ 164.504(e) and 164.526, or take other measures as necessary to satisfy Practice's obligations under 45 CFR § 164.526.
17. Business Associates agrees to make its internal practices, books, and records relating to the use and disclosure of PHI received from Practice, or created or received by Business Associate on behalf of Practice, available to the Secretary of the United States Department of Health and Human Services, for purposes of determining compliance with HIPAA and the HITECH Act.
18. Practice may immediately terminate this Agreement and related contracts if Practice determines that Business Associate has breached a material term of this Agreement. Alternatively, Practice may choose to: (i) provide Business Associate with ten (10) days written notice of the existence of an alleged material breach; and (ii) afford Business Associate an opportunity to cure said alleged material breach to the satisfaction of Practice within ten (10) days. Business Associate's failure to cure shall be grounds for immediate termination of this Agreement. Practice's remedies under this Agreement are cumulative, and the exercise of any remedy shall not preclude the exercise of any other.
19. If circumstances exist that prevent immediate contract termination with Business Associate, Practice shall hold Business Associate responsible for any damages incurred, require Business Associate mitigate damages to Practice and the individual(s), and require that Business Associate adopt practices that would result in limiting similar risks in the

future and report the violation.

20. Upon termination of this Agreement for any reason, Business Associate, with respect to PHI received from Practice, or created, maintained, or received by Business Associate on behalf of Practice, shall:
 - A. Retain only that protected health information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;
 - B. Return the PHI to Practice or, if agreed to by Practice, destroy the remaining PHI that the Business Associate still maintains in any form;
 - C. Continue to use appropriate safeguards and comply with CFR Part 160 and 164 with respect to electronic PHI to prevent use or disclosure of the PHI, other than for the purposes for which such PHI was retained and subject to the same conditions set out in this Agreement, for as long as Business Associate retains the protected health information;
21. Practice may amend this Agreement by providing ten (10) days prior written notice to Business Associate in order to maintain compliance with state or federal law. Such amendment shall be binding upon Business Associate at the end of the ten (10) day period and shall not require the consent of Business Associate. Business Associate may elect to discontinue the Agreement within the ten (10) day period, but Business Associate's duties hereunder to maintain the security and privacy of PHI shall survive such discontinuance. Practice and Business Associate may otherwise amend this Agreement by mutual written agreement.
22. Business Associate shall, to the fullest extent permitted by law, protect, defend, indemnify and hold harmless Practice and his/her respective employees, directors, and agents ("Indemnitees") from and against any and all losses, costs, claims, penalties, fines, demands, liabilities, legal actions, judgments, and expenses of every kind (including reasonable attorneys fees, including at trial and on appeal) asserted or imposed against any Indemnitees arising out of the acts or omissions of Business Associate or any subcontractor of or consultant of Business Associate or any of Business Associate's employees, directors, or agents related to the performance or nonperformance of this Agreement.
23. If a provision of this Agreement is or becomes illegal, invalid or unenforceable in any jurisdiction, that shall not affect:
 - A. The validity or enforceability in that jurisdiction of any other provision of this Agreement; or
 - B. The validity or enforceability in other jurisdictions of that or any other provision of this Agreement.

24. Any ambiguity in this Agreement shall be interpreted to permit compliance with the HIPAA Rules.

PRACTICE

BUSINESS ASSOCIATE

Date

Date

provided as
informational
only

**Memorandum of Understanding
CARE Coordination: Collaborative Partnerships and Wraparound Services**

This agreement is between: Morrow County (Public) Health Department (MCPHD), Morrow County Health District (MCHD), Columbia River Community Health Services (CRCHS), Intermountain Education Service District (IMESD), Morrow County School District, Lone School District, Department of Human Services (DHS), Advantage Dental Group, PC and Advantage Dental Services, LLC (collectively Advantage Dental) and Community Counseling Solutions.

IT IS UNDERSTOOD AND AGREED THAT ALL STAKEHOLDER AGENCIES LISTED WILL COLLABORATE ON THE FOLLOWING:

- All Community Stakeholders understand schools are a critical setting for health promotion and disease prevention efforts when reaching out to children.
- All Community Stakeholder agencies working within Morrow County have made it a priority to provide coordinated care (wrap around services) for students and families.
- All will focus resources related to early childhood, student wellness, mental health, oral health, nutrition and public safety.
- The ultimate goal is to support students and families from birth to adulthood into the workforce.

PROCESS: IT IS UNDERSTOOD AND AGREED:

- Communicate: School, social service, public health, local primary care health providers, and public safety agencies will work together towards a common goal of supporting the student and their family. Social and health service agencies will communicate on a regular basis as needed (monthly at a minimum) with safety agencies when coordinating services of referred clients and families.
- Through a referral process using the designated Morrow County CARE Team email, DL_Health CARE Team careteam@co.morrow.or.us, will be the entry contact initiating the Care Team coordination system through a community multidisciplinary care team approach to identify the school, students, or family's needs, strengths and will work jointly with all agencies to consider a variety of actions our wrap around service team would implement.
- Morrow County Health District and Columbia River Community Health Services will coordinate services with Morrow County (Public) Health Department and Morrow County CARE (MC CARE) Team when collaborating on shared CARE clients and families to reduce duplication of services and to increase health care access for continuity of care.

- The DHS Social Service Employee will work with all families in Morrow County School Districts through a referral process/Communication with building administration, counselors, MC CARE Team, and other stake holder agencies will take place.
- Morrow County (Public) Health Department (MCPHD)/ CARE TEAM RN's primary role is coordinating and supervising services of the CARE Team case management/ community health worker/care coordination process; In addition, MCPHD will build partnerships with community/county/state agencies.
- Morrow County (Public) Health Department, Morrow County Health District, Columbia River Community Health Services and Morrow County School Districts will work together to protect and improve the health needs of students, families, teen pregnant mothers, and county residents; MCPHD RN Supervisor will provide direct support/supervision of Care Team care coordination processes including documentation and data collection required for reporting to community partners and billing for allowable MCPHD and MC CARE services provided.
- MC CARE Team and MCPHD RNs will collaborate with stakeholder agencies to coordinate access to CARE Team program referred students and families within and outside the school setting as part of the continuity of care process.
- MCPHD/CARE Team RNs will provide direct services in the areas of general health education, immunizations, and referral as needed; MCPHD/School RNs/CARE program supervisor will participate, lead, and collaborate as active members in the CARE Team, LCAC, EOCCO and other meetings deemed important to the functioning and continuation of the Care Program.
- MCPHD/ CARE Team RNs will support all families in Morrow County School Districts through a referral process. They will focus on communication with building administration. Referral for CARE may come from community members, MCPHD RNs, stakeholder agencies, counselors, MC CARE Team, and building administration.
- MCPHD/CARE Team RNs/CARE team staff will provide culturally competent student, family, and client centered community services.
- MCPHD will provide supervision of the electronic health records (EHR) and house the EHR according to HIPAA regulations and laws for MC Care Team clients to provide billing for Community Health Worker's services when applicable, and all community health worker reimbursement funds will be returned to support future MC CARE Team staffing/funding allocation.

- MCPHD/CARE Team RNs will focus on preventative care while in schools. MCPHD RNs will have space and opportunity to visit all district schools weekly. Focus of support will center on the following:
 - Wellness/Nutrition Information
 - Health and Wellness of students and staff.
 - Health and Sexual Education collaboration of age appropriate students.
 - Drug/Alcohol/Tobacco Awareness collaboration
 - Immunization Administration, Outreach/Information and Awareness counseling.
 - Referral Support for Oregon Health Plan
 - Medicaid Referral Outreach and Referral.
 - Public Health programs

- Pregnant and Parenting Students: Oregon Public Health Programs and support per Oregon State Law. **State of Oregon Revised Statutes (ORS) 109.610, ORS 109.640, ORS 109.675**

TARGET Goal:

System Coordination of Morrow County School Districts’ Wellness Hub/Wrap Around Services

Programs and agencies will work together and facilitate a cohesive, coordinated system that serves all children in need

Health:

- Assist with family and child wellness, mental health, medical and dental/oral health and nutrition.
- Greater focus on increasing oral health awareness, access to dental screenings and support
- Support early access to prenatal services.
- Continued collaboration through Morrow County Local Community Advisory Council (LCAC) committees; Public Health, local health care providers (medical, mental, oral); EOCCO/GOBHI.

Safety:

- Morrow County Wrap Around Services (MC CARE coordination) will strive to create family stability as their focus.
- School safety plan, reunification plan, exterior and interior perimeter door safety taking place (SRO)
- Students and staff can access SRO or DHS support on site.
- DHS to streamline services for families in their system. DHS is seeking to improve their ability to get more children out of the foster care system.

Early Learning:

- ASQ (Ages and Stages Questionnaire) developmental screenings have been adopted as the universal screening method in our county.
- Assist Head Start and Other Pre School Programs serving students to identify children and families not being served.
- Coordinate Early Learning Services and Pre-school students to learning opportunities.

Education:

- Collaborate with stakeholder agencies to coordinate access to students and families within the school setting.
- Increase Early Learning Pre-School program as an expansion of services.
- Family and parent involvement activities for open house, conferences and family nights.
- Securing partnerships and implementation grants in support of health and wellness.
- Increase and collaborate professional development opportunities for all stakeholder agencies.
- Assist with family and child wellness, mental health, medical and dental/oral health and nutrition within and outside the school facilities.

Emergencies: It is understood that in the event of emergency all CARE coordination agencies will follow safety handbook procedures listed for the classroom teacher if CARE staff or is with a student or family.

- CARE staff and stakeholder agencies within school facilities will utilize most current schools safety plan and follow all evacuation routes. Maintain the plan for sharing school facilities with evacuees, including going to designated approved spaces.
- CARE staff and stakeholder agencies within school facilities must review the safety plan and evacuation routes and ask questions to gain clarity of purpose and action.
- CARE staff and stakeholder agencies within school facilities must follow emergency procedure guidelines as well as movement and access guidelines similar to teaching staff or office staff depending on your location.
- During an emergency and once all students are accounted for, CARE staff and stakeholder agencies within school facilities will coordinate with School Principals and the Incident Commander related to your needs and the needs of your agency, Indicate where you can best serve based on your area of training, what role or responsibility you can carry out and what access you may need on school property in the emergency situation.
- During emergencies CARE staff and stakeholder agencies within facilities will maintain close contact with officials to share information, plan next steps and determination of on-going action.

Signature of representative for each agency is on the following pages, in alphabetical order.



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

Item #
5a

This document must be completed for each agenda item submitted for consideration by the Board of Commissioners.

Staff Contact:
Department:
Person Attending BOC Meeting (REQUIRED):
Short Title of Agenda Item:

Phone Number (Ext): 541-676-9161
Requested Agenda Date: October 11, 2017
Kimberly Lindsay
Suicide Response Protocol

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
Discussion Only
Discussion & Action
Estimated Time:
Department Report
Other: Approval of policy

N/A For Contracts and Agreements Only
Contractor/Entity:
Contractor/Entity Address:
Effective Dates - From: Through:
Total Contract Amount: Budget Line:
Does the contract amount exceed \$5,000? Yes No
If Yes, Attach Purchase Pre-Authorization Request if Applicable

Reviewed By:
Department Head Required for all BOC meetings
Admin. Officer/BOC Office 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

Note: All entities must sign documents before they are presented to the Board of Commissioners. Original documents are preferred. Agenda requests must be received by the Board's office by 5:00 PM on the Thursday prior to the Board of Commissioners Wednesday meeting. This form needs to be completed, including County Counsel and Finance review for all contracts, and submitted to the Board of Commissioners Office by noon on the Monday preceding the Board's Wednesday meeting.

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

1. TITLE OF AGENDA ITEM:

Suicide Response Protocall policy

2. ISSUES, BACKGROUND, AND DISCUSSION:

SB 561 requires the Local Mental Health Authority to develop a policy that identifies the processes for county youth suicide response. The goal is to ensure the needs of the families and communities are met, as well to provide postvention activities to reduce the likelihood of contagion. Commissioners previously asked me to develop a draft policy. I met with involved community partners who provided input.

3. OPTIONS:

Approve or send back for revision

4. FISCAL IMPACT:

Unknown. It does involve staff time, and likely more time that what has been given in the past, to meet and coordinate the response.

5. STAFF RECOMMENDATIONS:

I recommend that the commissioners approve the policy.

6. SUGGESTED ACTION(S) / MOTION(S):

I move that the commissioners approve the Morrow County SB 561 Communication and Response Protocall as presented.

- Attach additional background documentation as needed.

Routing: Original or copies of signed contract or document should be sent to the following:

Clerk (Original for recording)

Finance Department (Copy for file)

Board of Commissioners (Copy for file)

Department – For distribution

Other _____

Morrow County
SB561 COMMUNICATION AND RESPONSE PROTOCOL

Date: September 12, 2017
Subject: Suicide Prevention Policy

Purpose: This policy provides a procedure for identifying community partners and local communication pathways for information sharing inclusive of mobilization of a postvention responses.

Policy: Suicide is the second leading cause of death among youth ages 10 to 24 years in Oregon. The Morrow County youth suicide response team is committed to working collaboratively with each other and the community to establish suicide prevention activities along with postvention and contagion-reduction protocols. Community Counseling Solutions (CCS), serving on behalf of the Local Mental Health Authority (LMHA), will provide oversight of the process for coordination of the community response for suicides that meet Oregon Senate Bill 561 criteria¹.

Communication and Response Protocol:

1. Law Enforcement, Medical Examiner, Higher Education or the School District will notify CCS within 72 hours providing the following information as available:
 - a. School attended or facility where person worked and resided;
 - b. Race/Ethnicity of the deceased;
 - c. Gender of the deceased;
 - d. Age of the deceased;
 - e. Gender identity of the deceased;
 - f. Sexual orientation of the deceased;
 - g. Means of death; and,
 - h. Whether the youth was in the custody of a government agency (e.g., Department of Human Services [DHS], Oregon Youth Authority [OYA], etc.).
2. CCS will collect information and submit the required Oregon Health Authority (OHA) form to the OHA Suicide Intervention Coordinator via secure email within 7 days of the death².
3. Once notified of a suspected youth suicide, CCS will convene the Morrow County Youth Suicide Response Team (YSRT) that consists of:
 - a. Morrow County Sheriff's Office Sheriff or Designee
 - b. Boardman Police Department Chief or Designee
 - c. Morrow County Medical Examiner
 - d. Morrow County School District Superintendent or Designee
 - e. Ione School Principal or Designee
 - f. Community Counseling Solutions Director or Designee
 - g. Blue Mountain Community College Designee

¹ OARs 309-027-0010; ORS 418.735

² See Appendix A

4. The YSRT agrees to meet within 48 hours of a suspected youth suicide, unless the suicide occurs on a holiday or weekend, in which case the team will meet within 72 hours. The team will strive to meet in person, but participation by phone is allowable.
5. The YSRT will identify a Lead Communication person. The person identified will vary from situation to situation. Factors to consider in determine the lead include age of youth, conflicts of interest, level of historical involvement (if any) with identified agencies, etc.
6. Upon request, institutions of higher education, school districts, and other Morrow County based education options will provide directory information, per policy and Family Education Rights and Privacy Act (FERPA), to CCS.
7. Medical Examiner, or other identified agency/individuals, will notify CCS of final disposition of the fatality review if not ultimately determined to be a suicide.
8. In the event an individual's residence is in a county other than Morrow County, CCS will reach out to the Community Mental Health Program in the county of residence for notification of the individual's death.

Immediate Postvention Response:

Youth Suicide Response Team

1. Verify the death and cause as available from the Medical Examiner, Law Enforcement or school personnel.
2. Coordinate with affected organizations (law enforcement, schools, etc.) to determine who will take the lead within that organization after a confirmed suicide- if not already identified.
3. Coordinate with local chaplains to provide resource information to families and families of choice.
4. As appropriate, mobilize the full CCS crisis team to respond as needed under the direction of the CCS Clinical Director or the CCS Director.
5. During response process, collaborate with community partners to identify "at risk" individuals in order to prevent contagion;
6. CCS will provide psychoeducation resources on grieving, depression, PTSD, and suicide to those "at risk" and others in the community.
7. Collect information on "at risk" individuals and provide or coordinate outreach as needed;
8. As appropriate, link impacted parties to resources.
9. As appropriate, disseminate information regarding safe reporting best practices for the media.
10. As appropriate, disseminate information regarding best practice postvention procedures (for example, how to communicate with school staff and family members appropriately, how to help siblings re-introduce themselves into the school setting).

Intermediate postvention response:

1. As requested, CCS, schools and/or other community providers will provide services to impacted individuals including family members and peers of the deceased.
2. On-going risk assessment of impacted individuals will occur through natural organizational contacts, i.e. higher education counseling, school counseling, etc., as available.
3. Additional psychoeducation on suicide prevention and dissemination of information and other suicide prevention resources will be provided as requested.

Long Term postvention response

1. As requested, the identified Lead Communication person will continue to maintain contact with individuals at higher risk.
2. The YSRT will meet as needed to further evaluate risk and determine continued areas of concern or need. Appropriate agencies will provide follow up response.
3. CCS will provide ASIST training as needed/requested
4. Impacted organizations will continue to monitor for the risk of contagion.

Appendix A

**Youth Suicide Reporting Form
Oregon Health Authority**

Please provide the most information possible in compliance with applicable confidentiality and privacy laws.

Today's date: ____ / ____ / ____

Your name:

Title

Organization:

Your email:

Date of suspected suicide death: ____ / ____ / ____

Decedent age: _____

City and/or county where suicide occurred and any other impacted counties:

Name of college/school attended, if known: _____

Crisis response and postvention services/supports provided (please indicate the entity or individual providing the service/support):³

- Immediate crisis response—
- Near-term postvention (in coming months)—
- Longer-term postvention (for as far as a year out)—

Would you like to request technical assistance from OHA? Yes/No

The following information will assist LMHAs in leading their communities in providing short- and long-term postvention and guide OHA in offering technical assistance. **OHA suggests that LMHAs have a dialog with local partners and systems with the intent of starting a process to begin collecting the following information.**

³ If not available at this time, you may contact OHA with your plans within 45 days of this report.

- *School attended or facility where the individual resided*
- *Race/Ethnicity of Decedent*
- *Sex of Decedent*
- *Gender identity/sexual orientation of decedent*
- *Means of Death*
- *Was the youth in the custody of a government agency (e.g. DHS, OYA, etc.)? If so, which agency?*
- *Was the suicide in a public place?*
- *Did the decedent leave a suicide communication?*
- *Is there evidence of bullying (cyber or in person)?*
- *Was social media involved?*
- *Have there been other suicides by children/youth/young adults in the decedent's family or community in the past year?*
- *Have there been other traumatic deaths in the community (e.g. accidents, prominent people, relatives/friends, etc.)?*

Irrigon Boardman Emergency Assistance Center, Inc.

290 N. Main – PO Box 506 Irrigon, OR 97844

October 3, 2017

Morrow County Board of Commissioners
PO Box 788
Heppner, OR 97836

Attention Morrow County Board of Commissioners:

Irrigon Boardman Emergency Assistance Center is receiving funding from Morrow County, \$16,000.00 for the coming fiscal year, 2017-2018.

IBEAC provides assistance to families, who need help with payment of rent, electricity, utilities and occasionally help with gas for medical transportation to doctors and hospitals. We are also a food pantry, which supplies necessary items to Irrigon and Boardman clients.

Small example of where the monies go that we receive from Morrow County:

Recap of six months worth of spending:

- 1. Rent for our clients: \$3,370
- 2. Water/sewer: \$ 110
- 3. CAPECO, food: \$ 611
- 4. Umatilla Electric: \$ 200
- 5. Wages: 1 paid employee: \$2,400
- 6. Operation: telephone, \$9,125
Computer, water/sewer,
Electricity, natural gas

We have seven (7) volunteers that assist with the pantry and bookkeeping. In a six (6) month time, January – June of 2017, opened only on Tuesday, we helped 1,367 people in 26 weeks.

We look forward to reviewing this information with the Commissioners.

Sincerely,
JoAn Smith, Coordinator

AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

-
1. TITLE OF AGENDA ITEM: First Reading of Adopting Ordinances
 - ORD-2017-5 Marijuana Opt-Out Update
 - ORD-2017-6 Site Development Review
 - ORD-2017-7 Ione Urban Growth Boundary Expansion

 2. ISSUES, BACKGROUND, AND DISCUSSION: Based upon the outcome of previous Board of Commissioners (BOC) discussions the Marijuana Opt-Out Update is before you for adoption. The other two adopting ordinances are based upon the outcome of two different land use public processes that culminated with BOC approval over the summer. The first reading will take place today for all three; the second reading is scheduled for Wednesday, October 25, 2017, and will also be when the Commissioners adopt the ordinances by motion.

 3. OPTIONS:

 4. FISCAL IMPACT:

 5. STAFF RECOMMENDATIONS:

 6. SUGGESTED ACTION(S) / MOTION(S): Staff will need to read each ordinance by title.

- Attached are all three adopting ordinances.

Routing: Original or copies of signed contract or document should be sent to the following:

- | | |
|---|---|
| <input type="checkbox"/> Clerk (Original for recording) | <input type="checkbox"/> Finance Department (Copy for file) |
| <input type="checkbox"/> Board of Commissioners (Copy for file) | <input type="checkbox"/> Department – For distribution |
| <input type="checkbox"/> Other _____ | |

**IN THE COUNTY COURT FOR THE STATE OF OREGON
FOR THE COUNTY MORROW**

AN ORDINANCE TO OPT OUT OF
MARIJUANA ACTIVITIES,
SPECIFICALLY MEDICAL LICENSES
IDENTIFIED IN ENROLLED SENATE
BILL 1057 (2017) AND AS ALLOWED IN
ENROLLED HOUSE BILL 2198 (2017)

ORDINANCE NO. ORD-2017-5

WHEREAS, Oregon Revised Statute (ORS) 203.035 authorizes Morrow County to exercise authority within the County over matters of County concern; and

WHEREAS, Morrow County did adopt Ordinance ORD-2015-4 to opt out of marijuana activities including both medical and recreational operations with an effective date of December 21, 2017; and

WHEREAS, Morrow County did provide that Ordinance to both the Oregon Health Authority and the Oregon Liquor Control Commission as required by those agencies; and

WHEREAS, the Oregon Legislature passed additional opportunity for marijuana licenses during the 2017 regular session found in Enrolled Senate Bill 1057 and as outlined below; and

WHEREAS, the Oregon Legislature passed Enrolled House Bill 2198 allowing jurisdictions that previously opted out by action of their elected officials to do so again; and

WHEREAS, the Morrow County Board of Commissioners considered the opportunity offered by both Enrolled Senate Bill 1057 and Enrolled House Bill 2198; and

WHEREAS, based on the previous efforts of the Morrow County Court and discussions with the communities within Morrow County, the Board of Commissioners has determined there is not public interest to allow marijuana activities within Morrow County; and

WHEREAS, the Morrow County Board of Commissioners desires to prohibit the operation of medical marijuana processing sites, medical marijuana dispensaries, retail marijuana producers, retail marijuana processors, retail marijuana wholesalers, retail marijuana retailers and the newly formed categories of marijuana producers, processors, wholesalers and retailers that the Oregon Liquor Control Commission are identifying as holding an exclusively medical license.

NOW THEREFORE, BE IT RESOLVED that Morrow County maintains its status as an opt out county concerned with marijuana activities that include the following:

- a. Marijuana processing sites.

- b. Medical marijuana dispensaries.
- c. Marijuana producers.
- d. Marijuana processors.
- e. Marijuana wholesalers.
- f. Marijuana retailers.
- g. Marijuana producers that hold a license issued under ORS 475B.070 and that the Oregon Liquor Control Commission has designated as an exclusively medical licensee under section 24 of Enrolled Senate Bill 1057 (2017).
- h. Marijuana processors that hold a license issued under ORS 475B.090 and that the commission has designated as an exclusively medical licensee under section 25 of Enrolled Senate Bill (2017).
- i. Marijuana wholesalers that hold a license issued under ORS 475B.100 and that the commission has designated as an exclusively medical licensee under section 26 of Enrolled Senate Bill (2017).
- j. Marijuana retailers that hold a license issued under ORS 475B.110 and that the commission has designated as an exclusively medical licensee under section 27 of Enrolled Senate Bill (2017).

BE IT FURTHER RESOLVED

EFFECTIVE DATE: The Morrow County Board of Commissioners declares the effective date for this Ordinance to be at least 90 days after its Second Reading, or Thursday, February 1, 2018.

FIRST READING: Wednesday, October 11, 2017
SECOND READING: Wednesday, October 25, 2017

ADOPTED by the Morrow County Board of Commissioners, Heppner, Oregon, this 25th day of October, 2017.

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

Melissa Lindsay, Chair

Don Russell, Commissioner

Jim Doherty, Commissioner

Attest:

Bobbi Childers, County Clerk

Approve as to Form:

Morrow County Counsel

**BEFORE THE BOARD OF COMMISSIONERS
FOR MORROW COUNTY, OREGON**

AN ORDINANCE AMENDING THE MORROW	)	Ordinance Number
COUNTY ZONING ORDINANCE MOVING ARTICLE	)	ORD-2017-6
4 SUPPLEMENTARY PROVISIONS SECTION 4.170 SITE)	
DEVELOPMENT REVIEW TO ARTICLE 3 USE ZONES)	
SECTION 3.130 SPEEDWAY LIMITED USE OVERLAY)	
ZONE)	

WHEREAS, ORS 203.035 authorizes Morrow County to exercise authority within the county over matters of County concern; and

WHEREAS, Morrow County adopted a Comprehensive Land Use Plan which was acknowledged by the Land Conservation and Development Commission on January 15, 1986; and

WHEREAS, the Port of Morrow did submit an application requesting changes to the process used for Site Development Review; and

WHEREAS, the Morrow County Planning Commission held a hearing to review the request on June 27, 2017 at Port of Morrow Riverfront Center in Boardman, Oregon; and

WHEREAS, the Morrow County Planning Commission considered the request, including a letter of opposition from the Oregon Department of Transportation, and after discussion recommended approval of the request as presented by Planning staff, and adopted Planning Commission Final Findings of Fact; and

WHEREAS, the Morrow County Board of Commissioners held a hearing to consider the recommendation of the Morrow County Planning Commission on August 16, 2017, also at the Port of Morrow Riverfront Center in Boardman, Oregon; and

WHEREAS, the Morrow County Board of Commissioners did receive new written testimony from the Oregon Department of Transportation withdrawing their opposition; and

WHEREAS, the Morrow County Board of Commissioners accepted the Planning Commission recommendation and approved the request.

NOW THEREFORE BE IT ORDAINED THAT THE MORROW COUNTY BOARD OF COMMISSIONERS ADOPTS THE FOLLOWING CHANGES TO THE MORROW COUNTY ZONING ORDINANCE: REMOVE ARTICLE 4 SUPPLEMENTARY PROVISIONS SECTION 4.170 SITE DEVELOPMENT REVIEW, RELOCATING THOSE PROVISIONS TO ARTICLE 3 SECTION 3.130 SPEEDWAY LIMITED USE OVERLAY ZONE.

Section 1 Title of Ordinance:

This Ordinance shall be known, and may be cited, as the “2017 Site Development Review Amendment.”

Section 2 Affected and Attached Documents:

- Article 4 Supplementary Provisions (as amended)
- Article 3 Speedway Limited Use Overlay Zone (as amended)

Section 3 Effective Date:

This ordinance shall be effective on February 1, 2018, meeting the 90 day requirement.

Date of First Reading: October 11, 2017

Date of Second Reading: October 25, 2017

ADOPTED BY THE MORROW COUNTY BOARD OF COMMISSIONERS THIS 25TH DAY OF OCTOBER 2017.

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

Melissa Lindsay, Chair

Don Russell, Commissioner

Jim Doherty, Commissioner

Attest:

Bobbi Childers, County Clerk

Approve as to Form:

Morrow County Counsel

**BEFORE THE BOARD OF COMMISSIONERS
FOR MORROW COUNTY, OREGON**

AN ORDINANCE AMENDING THE MORROW	)	Ordinance Number
COUNTY COMPREHENSIVE PLAN, COMPREHENSIVE	)	ORD-2017-7
PLAN MAP AND ZONING ORDINANCE MAP, THEREBY)	
EXPANDING THE IONE URBAN GROWTH BOUNDARY)	
AND ZONING THE SUBJECT PROPERTIES RURAL)	
LIGHT INDUSTRIAL AND DOING SO IN COOPERATION)	
WITH THE CITY OF IONE)	

WHEREAS, ORS 203.035 authorizes Morrow County to exercise authority within the county over matters of County concern; and

WHEREAS, Morrow County adopted a Comprehensive Land Use Plan which was acknowledged by the Land Conservation and Development Commission on January 15, 1986; and

WHEREAS, Linda LaRue, on behalf of the affected landowners, did submit an application requesting expansion of the Ione Urban Growth Boundary and the associated amendments to accomplish the expansion and zoning of the subject property; and

WHEREAS, the Morrow County Planning Commission, in cooperation with the City of Ione, held a joint public hearing to review the request on July 11, 2017 at the American Legion Hall in Ione, Oregon; and

WHEREAS, the Morrow County Planning Commission and the Ione City Council considered the request, including testimony in favor and concerns expressed by an adjoining landowner, and after discussion recommended approval of the request as presented by Planning staff, and adopted Planning Commission Final Findings of Fact; and

WHEREAS, the Morrow County Board of Commissioners, in cooperation with the City of Ione, held a joint public hearing to consider the recommendation of the Morrow County Planning Commission on August 8, 2017, also at the American Legion Hall in Ione, Oregon; and

WHEREAS, the Morrow County Board of Commissioners and the Ione City Council did receive additional testimony in support of the action from Linda LaRue; and

WHEREAS, the Morrow County Board of Commissioners accepted the Planning Commission recommendation and approved the request.

NOW THEREFORE BE IT ORDAINED THAT THE MORROW COUNTY BOARD OF COMMISSIONERS AUTHORIZES THE EXPANSION OF THE IONE URBAN GROWTH BOUNDARY AND ADOPTS THE FOLLOWING CHANGES TO THE MORROW COUNTY COMPREHENSIVE PLAN, COMPREHENSIVE PLAN MAP AND ZONING MAP: AMEND THE URBANIZATION ELEMENT OF THE COMPREHENSIVE PLAN, APPLY A COMPREHENSIVE PLAN MAP DESIGNATION OF INDUSTRIAL TO THE SUBJECT PROPERTY, AND APPLY THE RURAL LIGHT INDUSTRIAL USE ZONE TO THE SUBJECT PROPERTY.

Section 1 Title of Ordinance:

This Ordinance shall be known, and may be cited, as the "2017 Ione UGB Expansion."

Section 2 Affected and Attached Documents:

- Comprehensive Plan Urbanization Element
- Comprehensive Plan Map identifying new boundaries and reflecting the Comprehensive Plan Map designation of Industrial
- Zoning Map identifying new boundaries and reflecting the Zoning Map designation of Rural Light industrial

Section 3 Effective Date:

This ordinance shall be effective on February 1, 2018, meeting the 90 day requirement.

Date of First Reading: October 11, 2017

Date of Second Reading: October 25, 2017

ADOPTED BY THE MORROW COUNTY BOARD OF COMMISSIONERS THIS 25TH DAY OF OCTOBER 2017.

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

Melissa Lindsay, Chair

Don Russell, Commissioner

Jim Doherty, Commissioner

Attest:

Bobbi Childers, County Clerk

Approve as to Form:

Morrow County Counsel



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

Item #
52

This document must be completed for each agenda item submitted for consideration by the Board of Commissioners.

Staff Contact: Karen Wolff, Human Resources Director Phone Number (Ext): X5620
Department: Human Resources Requested Agenda Date: 10/11/2017
Person Attending BOC Meeting (REQUIRED) Karen Wolff, Human Resources Director
Short Title of Agenda Item: 2018 Holiday Schedule

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
Discussion Only
Discussion & Action
Estimated Time: 5 minutes
Department Report
Other:

For Contracts and Agreements Only
Contractor/Entity:
Contractor/Entity Address:
Effective Dates - From: Through:
Total Contract Amount: Budget Line:
Does the contract amount exceed \$5,000? Yes No
If Yes, Attach Purchase Pre-Authorization Request if Applicable

Reviewed By:
Karen Wolff 10/5/17 Department Head Required for all BOC meetings
Admin. Officer/BOC Office 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

Note: All entities must sign documents before they are presented to the Board of Commissioners. Original documents are preferred. Agenda requests, including this completed form and supporting documents, must be received by the Board's office by Noon on the Friday prior to the Board of Commissioners Wednesday meeting. County Counsel and Finance review is required for all contracts.

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

1. TITLE OF AGENDA ITEM: 2018 Holiday Schedule

2. ISSUES, BACKGROUND, AND DISCUSSION:

Each year the Commissioners approve the recognized Holidays for the year. Attached is my recommended Holiday schedule for 2018. I have confirmed these dates as the same dates as the Federal recognized Holidays.

Recognized Holidays are days that some employees receive a paid Holiday. It depends on the appropriate Collective Bargaining Agreement as to how Holidays are handled. The Sheriff's Office is not closed.

3. OPTIONS:

Approve as presented.

Modify and approve.

Reject.

4. FISCAL IMPACT:

Holiday pay and/or overtime pay have been included, as much as possible, in the approved budgets.

5. STAFF RECOMMENDATIONS:

I recommend approval of the 2018 Holiday schedule as presented.

6. SUGGESTED ACTION(S) / MOTION(S):

I move to approve the 2018 Holiday Schedule as presented.

- Attach additional background documentation as needed.

Routing: Original or copies of signed contract or document should be sent to the following:

- | | |
|---|---|
| <input type="checkbox"/> Clerk (Original for recording) | <input type="checkbox"/> Finance Department (Copy for file) |
| <input type="checkbox"/> Board of Commissioners (Copy for file) | <input type="checkbox"/> Department – For distribution |
| <input type="checkbox"/> Other _____ | |



Human Resources

P.O. Box 788 • Heppner OR 97836
(541) 676-5624

Karen Wolff
Human Resources Director
kwolff@co.morrow.or.us

TO: All Employees
FROM: Karen Wolff, Personnel Director
DATE: October 11, 2017
RE: 2018 Holiday Schedule

The Morrow County Holiday Schedule for 2018 shall be as follows:

New Year's Day	Monday	January 1, 2018
MLK	Monday	January 15, 2018
President's Day	Monday	February 19, 2018
Memorial Day	Monday	May 28, 2018
Independence Day	Wednesday	July 4, 2018
Labor Day	Monday	September 3, 2018
Veteran's Day	Monday	November 12, 2018
Thanksgiving	Thursday	November 22, 2018
Christmas	Tuesday	December 25, 2018

Collective Bargaining Agreements supersede this holiday list. Teamster members should refer to their CBA.



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

Item #
5f

This document must be completed for each agenda item submitted for consideration by the Board of Commissioners.

Staff Contact: Burke O'Brien / Matt Scrivner
Department: Public Works / Road
Person Attending BOC Meeting (REQUIRED):
Short Title of Agenda Item:

Phone Number (Ext): 541-989-9500
Requested Agenda Date: 10/11/2017
Burke O'Brien / Matt Scrivner
Discussion on paving trailers

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
Discussion Only
Discussion & Action
Estimated Time: 20-30 minutes
Department Report
Other:

N/A For Contracts and Agreements Only
Contractor/Entity:
Contractor/Entity Address:
Effective Dates - From: Through:
Total Contract Amount: Budget Line:
Does the contract amount exceed \$5,000? Yes No
If Yes, Attach Purchase Pre-Authorization Request if Applicable

Reviewed By:
[Signature] 10/9/2017 Department Head Required for all BOC meetings
[Signature] 10/9/17 Admin. Officer/BOC Office Required for all BOC meetings
[Signature] County Counsel Required for all legal documents
[Signature] 10/5/17 Finance Office Required for all contracts; Other items as appropriate.
[Signature] Human Resources If appropriate

Note: All entities must sign documents before they are presented to the Board of Commissioners. Original documents are preferred. Agenda requests must be received by the Board's office by 5:00 PM on the Thursday prior to the Board of Commissioners Wednesday meeting. This form needs to be completed, including County Counsel and Finance review for all contracts, and submitted to the Board of Commissioners Office by noon on the Monday preceding the Board's Wednesday meeting.

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

1. TITLE OF AGENDA ITEM:

Discussion on paving trailers

2. ISSUES, BACKGROUND, AND DISCUSSION:

Public works is trying to be as efficient as possible during the summer paving months. We have researched the idea of acquiring some trailers to haul mix to the paver and utilize our belly-dump trucks during this season. The current trucks used during this time are high mileage and a constant battle to keep mix being delivered to the paver. We have made a trip to Idaho to watch a company that uses trailers exclusively to deliver mix to their paver. We feel purchasing trailers to utilize our belly dump trucks during the paving season will be better utilization of our fleet while also making about a 50% increase in productivity.

Video of trailers in use: Shared Drive (S:) / Road Dept / Road Video / asphalt trailers

3. OPTIONS:

N/A

4. FISCAL IMPACT:

Cost to be covered in current budget / request to transfer funds within current budget

5. STAFF RECOMMENDATIONS:

Approve transfer of funds in current budget

6. SUGGESTED ACTION(S) / MOTION(S):

Motion to transfer \$ 210,000.00 from Material & Services 202-220-5-20-2504 to Capital Outlay 202-220-5-40-4402.

- Attach additional background documentation as needed.

Routing: Original or copies of signed contract or document should be sent to the following:

<input type="checkbox"/>	Clerk (Original for recording)	<input checked="" type="checkbox"/>	Finance Department (Copy for file)
<input type="checkbox"/>	Board of Commissioners (Copy for file)	<input checked="" type="checkbox"/>	Department – For distribution
<input type="checkbox"/>	Other _____		

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

1. TITLE OF AGENDA ITEM: Code Enforcement Ordinance Update. Please bring the Code Enforcement Ordinance that was sent to you about 10 days ago.

2. ISSUES, BACKGROUND, AND DISCUSSION: There has been a request to update the current Code Enforcement Ordinance... the first request was from Dave Pranger concerning changes to the weed list. There is also input from Judge Ann Spicer concerning three areas: nuisance, vermin and rights to inspect. There may be additional requests from the Sheriff's Office as well. References to the County Court need to be replaced with Board of Commissioners.

This may also be an appropriate time to determine if the Planning Commission should take a more active role in the review and adoption of the Code Enforcement Ordinance. Staff should also investigate the County Code of Ordinance (the big black book) to see if there are any items that should be further cleared up.

3. OPTIONS: Direct staff to initiate changes based on the process outlined in the Code Enforcement Ordinance, or determine that no changes are necessary.

4. FISCAL IMPACT: The update process will have costs associated with it: staff, publication, and copying and/or printing. These could be estimated if the Board would want this input prior to initiating the process.

5. STAFF RECOMMENDATIONS: By consensus direct staff to initiate an update to the Code Enforcement Ordinance. This will entail having staff initiate proposed changes to the Code Enforcement Ordinance, publish the comment period and set the two necessary public hearings.

6. SUGGESTED ACTION(S) / MOTION(S): See Staff Recommendation above.

Routing: Original or copies of signed contract or document should be sent to the following:

- | | |
|---|---|
| <input type="checkbox"/> Clerk (Original for recording) | <input type="checkbox"/> Finance Department (Copy for file) |
| <input type="checkbox"/> Board of Commissioners (Copy for file) | <input type="checkbox"/> Department – For distribution |
| <input type="checkbox"/> Other | |



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

Item #

This document must be completed for each agenda item submitted for consideration by the Board of Commissioners.

Staff Contact: Carla McLane
Department: Planning
Person Attending: Carla McLane
Short Title of Agenda Item: Planning Update – Buildable Lands Inventory
Phone Number (Ext): 541-922-4624 or 5505
Requested Agenda Date: October 11, 2017

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
Discussion Only
Discussion & Action
Estimated Time:
Department Report
Other:

N/A For Contracts and Agreements Only
Contractor/Entity:
Contractor/Entity Address:
Effective Dates – From: through:
Total Contract Amount: Budget Line:
Does the contract amount exceed \$5,000? Yes No
If Yes, Attach Purchase Pre-Authorization Request if Applicable

Reviewed By:
Carla McLane 10/9/17 Department Head Required for all BOC meetings
Admin. Officer/BOC Office 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

Note: All entities must sign documents before they are presented to the Board of Commissioners. Original documents are preferred. Agenda requests, including this completed form and supporting documents, must be received by the Board's office by Noon on the Friday prior to the Board of Commissioners Wednesday meeting. County Counsel and Finance review is required for all contracts.

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

1. TITLE OF AGENDA ITEM: Buildable Lands Inventory

2. ISSUES, BACKGROUND, AND DISCUSSION: The Planning Department, through the Morrow County Citizen's Economic Development Task Force, has been talking with our five communities about measures to address housing and related issues. Currently being discussed is a Buildable Lands Inventory to identify current stock of both residential and employment lands throughout the county including our five communities. This past budget cycle upwards of \$30,000.00 was identified within the Building Permit Fund to support this and related planning activities. A Request for Proposals is being generated to support this activity as well as a Memorandum of Agreement or Understanding for the County and the five communities to sign. Work is still needed to complete both of these documents, but I wanted to take this opportunity to bring the Board up to speed on where this discussion is at. I am working to have final documents for consideration by all parties in November.

3. OPTIONS:

4. FISCAL IMPACT: \$30,000.00 was budgeted; we are asking each of the communities to make a financial contribution yet to be determined.

5. STAFF RECOMMENDATIONS:

6. SUGGESTED ACTION(S) / MOTION(S):

Routing: Original or copies of signed contract or document should be sent to the following:

- | | |
|---|---|
| <input type="checkbox"/> Clerk (Original for recording) | <input type="checkbox"/> Finance Department (Copy for file) |
| <input type="checkbox"/> Board of Commissioners (Copy for file) | <input type="checkbox"/> Department – For distribution |
| <input type="checkbox"/> Other _____ | |

AGENDA ITEM COVER SHEET
Morrow County Board of Commissioners
(Page 2 of 3)

1. TITLE OF AGENDA ITEM: Planning Update.

2. ISSUES, BACKGROUND, AND DISCUSSION: There are three items of specific interest, as follows:
 - Department of Land Conservation and Development (DLCD) Small Jurisdiction Grant
 - Nolin Hill Wind Power Project (located in Umatilla County)
 - Parks Master Plan (PMP) review and adoption process

3. OPTIONS:
 - DLCD Grant: Accept the grant or deny the grant
 - Nolin Hills: Comment on the NOI, or not.
 - PMP: Establish calendar options for a BOC work session (with Parks Committee – most likely within the next 45 days, with the Planning Commission – after acceptance by the Parks Committee, possibly early-December or mid-January, or a session with just the BOC – prior to the discussion with the Parks Committee or after the first public hearing in front of the Planning Commission and prior to the BOC public hearing to consider adoption).

4. FISCAL IMPACT:
 - DLCD Grant: \$4,000.00. This is a usual and customary grant, except this year in the Governor's budget it had been removed. That is why it was not included in the requested budget. The legislature restored local government small jurisdiction grants.
 - Nolin Hills: Potential for Reimbursement
 - PMP: Staff cost related to update and eventual adoption

5. STAFF RECOMMENDATIONS:
 - DLCD Grant: Accept the grant and authorize Planning Director McLane to sign the grant acceptance and eventual close out documents given the budget amount less than \$5,000. A budget resolution may be forthcoming from the Finance Director as needed.
 - Nolin Hills: Authorize Planning Director McLane to submit the necessary information as part of the Notice of Intent review (substantive criteria, including land use, solid waste, code enforcement and other pertinent Morrow County adopted ordinances).
 - PMP: Determine timing for a BOC work session.

6. SUGGESTED ACTION(S) / MOTION(S):
 - DLCD: I move to accept the Department of Land Conservation and Development Small Jurisdiction Grant in the amount of \$4,000.00 and authorize Planning Director McLane to sign the acceptance and any close out document associated with the Grant.
 - Nolin Hills: I move to authorize Planning Director McLane to submit necessary comment on behalf of the Board of Commissioners in our role as Special Advisory Group to the Oregon Department of Energy in the matter of the Nolin Hills Wind Energy Project.

AGENDA ITEM COVER SHEET
Morrow County Board of Commissioners
(Page 3 of 3)

- Attached is the following:
 - DLCD Grant Announcement documentation.
 - Nolin Hills Wind Power Project Public Notice and Request for Comment

Routing: Original or copies of signed contract or document should be sent to the following:

- | | |
|---|---|
| <input type="checkbox"/> Clerk (Original for recording) | <input type="checkbox"/> Finance Department (Copy for file) |
| <input type="checkbox"/> Board of Commissioners (Copy for file) | <input type="checkbox"/> Department – For distribution |
| <input type="checkbox"/> Other _____ | |



Oregon

Kate Brown, Governor

Department of Land Conservation and Development

635 Capitol Street NE, Suite 150

Salem, Oregon 97301-2540

Phone: (503) 373-0050

Fax: (503) 378-5518

www.oregon.gov/LCD



DATE: September 15, 2017
TO: Eligible Oregon cities and counties
FROM: Tabatha Hoge, Grants Administrative Specialist
SUBJECT: 2017-2019 Grant Young Memorial Planning Assistance Grants

Community partners:

The Department of Land Conservation and Development (DLCD) is pleased to offer Planning Assistance grants to help Oregon communities implement successful planning programs. Cities with a population under 2,500 are eligible to receive a \$1,000 grant. Coastal counties and counties with a population under 15,000 are eligible to receive a \$4,000 grant.

The funds are easy to secure (just sign and mail the attached agreement) and easy to account for (just complete and send the one-page summary of expenditures – the Closeout Report – as soon as possible after the funds have been used). **This offer is good through October 31, 2017.** If you have not responded by then, DLCD may withdraw this offer.

Please review the attached agreement. If you would like to accept the offer, provide the agreement information and printed name of authorized representative requested on page 7 of the agreement and have that authorized representative sign or digitally sign the agreement in the appropriate location.

Then do one of the following:

Option (1)

E-mail the completed, signed page 7 as an attachment in PDF format with the subject line: *jurisdiction name, grant no., Grant Young Memorial Planning Assistance Grant acceptance to DLCD.GFGrant@state.or.us.*

Option (2)

Mail the original completed, signed page 7 to:

Tabatha Hoge, Grants Administrative Specialist
DLCD
635 Capitol Street NE, Suite 150
Salem, OR 97301

A signature under either option (1) or (2) above indicates acceptance of the terms and conditions in the grant agreement. Once DLCD receives the signed page of the agreement, we will return a counter signed copy and a check in the amount described above.

We are consistently amazed by the value Oregon communities demonstrate with these grants and we hope you will take advantage of this opportunity. The funds can be used for a wide variety of supplies and services that support your local planning program and *help your Oregon community prepare for the future*. If you have any questions about our grant programs or need help with submitting a TA-PR application, please contact me at 503-934-0054 or DLCD.GFGrant@state.or.us.

Thank you for your interest in Oregon's statewide planning program. We look forward to working with you!

Sincerely,



Tabatha Hoge
DLCD Grants Administrative Specialist

STATE OF OREGON
DEPARTMENT OF LAND CONSERVATION AND DEVELOPMENT



2017-2019 GRANT YOUNG MEMORIAL
PLANNING ASSISTANCE GRANT

AGREEMENT COVER SHEET	
This cover sheet is informational and not a part of the agreement	
Offer Date: September 15, 2017	Grant No. GY-19-151
Grantee Morrow County PO Box 788 Heppner, Oregon 97836	DLCD Grant Manager Tabatha Hoge, Grants Administrative Specialist 503-934-0054 DLCD.GFGrant@state.or.us
GRANT AMOUNT: \$4,000	CLOSING DATE: April 30, 2019

This grant is named in honor of Grant Young, DLCD's Eastern Oregon regional representative who passed away in 2017. Mr. Young was a strong advocate for smaller jurisdictions in the Eastern Oregon region and a proponent for creative use of these grants. He helped find productive uses of the grants by pooling or leveraging the funds or simply suggesting uses for the dollars in ways to advance the objectives of the jurisdiction. Mr. Young put a considerable amount of effort into helping small cities and counties in his region address local needs.

INSTRUCTIONS – READ CAREFULLY

In order to receive this grant, Grantee must sign this Agreement and scan it and e-mail it to DLCD at DLCD.GFGrant@state.or.us by October 31, 2017. Alternatively, the signed Agreement may be mailed to:

Tabatha Hoge, Grants Administrative Specialist
Department of Land Conservation and Development
635 Capitol St. NE, Suite 150
Salem, OR 97301

If the Agreement is not signed and returned without modification by Grantee by the due date, DLCD may withdraw the grant offer. Upon receipt of the signed Agreement, the DLCD Grant Program Manager will countersign the Agreement and return an electronic file containing the executed Agreement to Grantee with a payment voucher for the grant amount as listed in the Grant Amount box above, to the address provided above.

STATE OF OREGON
DEPARTMENT OF LAND CONSERVATION AND DEVELOPMENT

2017-2019 PLANNING ASSISTANCE GRANT
AGREEMENT

DLCD Grant Number: GY-19-151

Morrow County

This agreement (“Agreement”) is made and entered into by and between the **State of Oregon**, acting by and through its Department of Land Conservation and Development, hereinafter referred to as “DLCD,” and **Morrow County**, hereinafter referred to as “Grantee,” and collectively referred to as the “Parties.”

1. **Effective Date and Availability of Grant Funds.** This Agreement is effective on the date on which every party has signed this Agreement and all required State approvals have been obtained (“Effective Date”). Grant Funds under this Agreement are available for eligible costs as defined in Section 8 incurred beginning on the Effective Date and ending on the earlier of the termination of this Agreement or **April 30, 2019** (“Closing Date”). DLCD’s obligation to disburse Grant Funds under this Agreement ends 60 days after the earlier of termination of this Agreement or the Closing Date.
2. **Agreement Documents.** The Agreement consists of this document and one attachment, all of which are attached hereto and incorporated by reference:
3. **Grant Funds.** The maximum, not-to-exceed, grant amount that the DLCD will pay to Grantee is **\$4,000**. Disbursements will be made only in accordance with the schedule and requirements contained in this Agreement.
4. **Closeout Report.** Grantee must submit a closeout report to DLCD within 30 days after the termination of the Agreement or the Closing Date, whichever is earlier to the DLCD Grant Manager in writing by personal delivery, e-mailing, or mailing at the address or number set forth in the attachment. The closeout report is attached to this Agreement.
5. **Subsequent funding:** Eligibility for subsequent funding to the Grantee is contingent upon receipt of the closeout report as referenced in Section 4.
6. **Acknowledgment.** All reports, studies, and other documents produced in whole or in part under this grant must indicate on the cover or title page an acknowledgment of the financial assistance provided by DLCD.
7. **Final Products.** Grantee shall provide copies of all final products produced under this grant to DLCD upon request. Grantee must describe final products in the Grant Closeout Report. DLCD may display products on its website.

8. **Acceptable use of grant funds.** Grant funds may be used by Grantee to accomplish and carry out one or more of the following:
 - a. Paying the salary of an employee or the fee of a contractor for day-to-day administration of the Grantee's planning program, including but not limited to: answering planning and zoning questions; providing planning and zoning information; carrying out administrative actions such as zone changes, permits, land divisions, and similar ministerial and quasi-judicial actions; updating application forms; and enforcing local zoning regulations.
 - b. Preparing for meetings such as planning commission, city council, and board of commissioners for planning and zoning related matters. Examples include postage, copying, paper, notices, and other documents.
 - c. Creating, updating, amending, or codifying all or a part of a comprehensive plan, land use regulations, or other planning studies or reports.
 - d. Collecting data and conducting inventories and studies related to comprehensive plan elements, land use regulations, development codes, zoning ordinances.
 - e. Updating and reprinting maps, inventory data, and plan documents.
 - f. Developing and implementing a public facility financing plan.
 - g. Supporting citizen involvement programs and activities.
 - h. Developing and conducting public workshops on planning and zoning.
 - i. Developing, amending, or implementing intergovernmental coordination programs or agreements.
 - j. Developing and implementing a dispute resolution program.
 - k. Training in land use planning for local elected and appointed officials, staff, and citizens on land use planning.
 - l. Purchasing maps, aerial photos, GIS products, or mapping software.
 - m. Other planning activities or products pre-approved by DLCD.
9. **Excluded uses of grant funds:** The grant funds may not be used for office equipment or other types of hardware such as desks, tables, chairs, cabinets, appliances, computers, printers, photo copiers, digital equipment, vehicles, outdoor supplies, beautification projects, and other business supplies. Grant funds may not be used by the grantee for legal or administrative costs associated with defending the grantee or other grantees from decisions made by the Land Conservation Development Commission or DLCD. Grant funds may not be used for legal or administrative costs associated with Measure 37 or Measure 49 costs incurred by Grantee.
10. **Subsequent funding.** Eligibility for subsequent funding is contingent upon timely receipt of the Closeout Report by DLCD.
11. **Unexpended Funds.** Grantee will return all unexpended grant funds to DLCD with submission of the Closeout Report.
12. **Payment.** All grant funds will be disbursed upon execution of this Agreement.
13. **DLCD Funds.** DLCD certifies that at the time this grant is written sufficient funds are available and authorized.

14. **Reporting.** At any time during the grant period, when requested by the DLCD grant manager, Grantee shall provide a written report on the status and progress of work performed under this grant.

15. **Indemnity.**

a. **GENERAL INDEMNITY.** SUBJECT TO THE LIMITS OF THE OREGON CONSTITUTION AND STATE OF OREGON TORT CLAIMS ACT, IF APPLICABLE TO GRANTEE, GRANTEE SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS DLCD, THE STATE OF OREGON AND THEIR AGENCIES, SUBDIVISIONS, OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS FROM AND AGAINST ALL CLAIMS, SUITS, ACTIONS, LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES OF ANY NATURE WHATSOEVER, INCLUDING ATTORNEY FEES, ARISING OUT OF, OR RELATING TO THE ACTS OR OMISSIONS OF GRANTEE OR ITS OFFICERS, EMPLOYEES, SUBCONTRACTORS, OR AGENTS UNDER THIS AGREEMENT.

b. **CONTROL OF DEFENSE AND SETTLEMENT.** GRANTEE SHALL HAVE CONTROL OF THE DEFENSE AND SETTLEMENT OF ANY CLAIM THAT IS SUBJECT TO SECTION 15.a; HOWEVER, NEITHER GRANTEE NOR ANY ATTORNEY ENGAGED BY GRANTEE SHALL DEFEND THE CLAIM IN THE NAME OF THE STATE OF OREGON OR ANY AGENCY OF THE STATE OF OREGON, NOR PURPORT TO ACT AS LEGAL REPRESENTATIVE OF THE STATE OF OREGON OR ANY OF ITS AGENCIES, WITHOUT FIRST RECEIVING FROM THE OREGON ATTORNEY GENERAL, IN A FORM AND MANNER DETERMINED APPROPRIATE BY THE ATTORNEY GENERAL, AUTHORITY TO ACT AS LEGAL COUNSEL FOR THE STATE OF OREGON. NOR SHALL GRANTEE SETTLE ANY CLAIM ON BEHALF OF THE STATE OF OREGON WITHOUT THE APPROVAL OF THE ATTORNEY GENERAL. THE STATE OF OREGON MAY, AT ITS ELECTION AND EXPENSE, ASSUME ITS OWN DEFENSE AND SETTLEMENT IN THE EVENT THAT THE STATE OF OREGON DETERMINES THAT GRANTEE IS PROHIBITED FROM DEFENDING THE STATE OF OREGON, OR IS NOT ADEQUATELY DEFENDING THE STATE OF OREGON'S INTERESTS, OR THAT AN IMPORTANT GOVERNMENTAL PRINCIPLE IS AT ISSUE AND THE STATE OF OREGON DESIRES TO ASSUME ITS OWN DEFENSE.

16. **Recovery of Grant Moneys.** Any Grant moneys disbursed to Grantee under this Agreement that are expended in violation or contravention of one or more of the provisions of this Agreement ("Misexpended Funds") or that remain unexpended on the earlier of termination or expiration of this Agreement must be returned to DLCD. Grantee shall return all Misexpended Funds to DLCD promptly after DLCD's written demand and no later than 15 days after DLCD's written demand. Grantee shall return all Unexpended Funds to DLCD within 14 days after the earlier of expiration or termination of this Agreement."

17. Termination:

- a. **DLCD's Right to Terminate at its Discretion.** At its sole discretion, DLCD may terminate this Agreement:
 - i. **For its convenience** upon thirty (30) days' prior written notice by DLCD to Grantee;
 - ii. **Immediately upon written notice** if DLCD fails to receive funding, appropriations, limitations, allotments or other expenditure authority at levels sufficient to allow DLCD, in the exercise of its reasonable administrative discretion, to continue to make disbursement under this Agreement; or
 - iii. **Immediately upon written notice** if federal or state laws, regulations, or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement.
- b. **DLCD's Right to Terminate for Cause.** In addition to any other rights and remedies DLCD may have under this Agreement, DLCD may terminate this Agreement immediately upon written notice by DLCD to Grantee, or at such later date as DLCD may establish in such notice, after the occurrence of any of the following events:
 - i. **Grantee is in default** because Grantee institutes or has instituted against it insolvency, receivership or bankruptcy proceedings, makes an assignment for the benefit of creditors, or ceases doing business on a regular basis;
 - ii. **Grantee is in default** because Grantee commits any material breach or default of any covenant, warranty, obligation or agreement under this Agreement, fails to perform any of its obligations under this Agreement within the time specified herein or any extension thereof, or so fails to pursue its work hereunder as to endanger Grantee's performance under this Agreement in accordance with its terms, and such breach, default or failure is not cured within fourteen (14) calendar days after DLCD's notice, or such longer period as DLCD may specify in such notice.
- c. **Grantee's Right to Terminate for Cause.** Grantee may terminate this Agreement by written notice to DLCD if DLCD is in default because DLCD fails to pay Grantee any amount due pursuant to the terms of this Agreement, and DLCD fails to cure such failure within thirty (30) calendar days after Grantee's notice or such longer period as Grantee may specify in such notice; or
- d. **Termination** under Section 14 shall be without prejudice to any claims, obligations, or liabilities either party may have incurred prior to such termination.

18. Failure to Comply: If a party fails to comply with any of the requirements or conditions of this Agreement, the other may, without incurring liability, refuse to perform further pursuant to this Agreement. DLCD shall make no further reimbursement to Grantee and Grantee shall

upon demand by DLCD promptly repay DLCD all unexpended grant funds and grant funds expended in breach of this Agreement.

19. **Accounting and Fiscal Records:** Grantee shall maintain its fiscal records related to this Agreement in accordance with generally accepted accounting principles. The Grantee shall maintain records of the receipt and expenditure of all funds subject to this Agreement for a period of six (6) years after the Project End Date, or for such longer period as may be required by applicable law or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later. Accounting records related to this Agreement will be separately maintained from other accounting records.
20. **Governing Law, Consent to Jurisdiction.** This 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, "Claim") between DLCD (or any other agency or department of the State of Oregon) and Grantee that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County in the State of Oregon. In no event shall this section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.
21. **Audit:** The Oregon Secretary of State, Attorney General of the State of Oregon and the Director of DLCD or any other duly authorized representative of DLCD shall have access to and the right to examine any records of transactions related to this Agreement for six (6) years after the final disbursement of Grant Funds under this Agreement is authorized by DLCD.
22. **Amendments:** Amendments must be facilitated by the DLCD Grant Manager. An amendment to this Agreement may be initiated at any time during the grant period, but must be received at the DLCD Salem Office at least ninety (90) days prior to the Closing Date and be signed by all parties on or before sixty (60) days prior to the Closing Date.
23. **Counterparts.** This Grant Agreement may be executed in any number of counterparts, and any single counterpart or set of counterparts signed, in either case, by all the parties hereto shall constitute a full and original instrument, but all of which shall together constitute one and the same instrument.
24. **Survival.** All agreements, representations, and warranties of Grantee shall survive the execution and delivery of this Agreement, any investigation at any time made by DLCD or on its behalf and the making of the Grant.
25. **Successors and Assigns.** Recipient may not assign this Agreement or any right hereunder or interest herein, in whole or in part, without the prior written consent of DLCD. This

Agreement shall be binding upon and shall inure to the benefit of the parties and their respective permitted successors and assigns.

26. **Validity and Severability.** If any provision of this Agreement is held to be invalid, such event shall not affect, in any respect whatsoever, the validity of the remainder of this Agreement and the remainder shall be construed without the invalid provision so as to carry out the intent of the parties to the extent possible without the invalid provision.

27. **Relationship of the Parties.** Nothing contained in this Agreement or any acts of the parties hereto shall be deemed or construed to create the relationship of principal and agent, or of partnership, or of joint venture or of any other association other than that of independent contracting parties.

28. **No Third Party Beneficiary Rights.** No person not a party to this Agreement is an intended beneficiary of this Agreement, and no person not a party to this Agreement shall have any right to enforce any term of this Agreement.

DLCD Planning Assistance Grant Information and Signature Page

This grant, approved by the Director of DLCD, acting on behalf of the Land Conservation and Development Commission, constitutes an obligation of funds in return for the work described herein. By signing the document, Grantee agrees to comply with the provisions contained in and attached to this Agreement. Upon acceptance by Grantee, the signed Agreement shall be returned to DLCD.

By signing this Agreement the Parties each represents and warrants that it has the power and authority to enter into this Agreement and that the Agreement is executed by its duly authorized representative. By signing the document, Grantee agrees to comply with the terms of this Agreement.

Grantee Jurisdiction Name Morrow County		E-mail Address	
Mailing Address, City, State, Zip code			
Telephone Number		Fax Number	
Print Name of Authorized Official For the Grantee		Title	Date
Signature of Authorized Official For the Grantee			
Print Name of Authorized Official for DLCD Rob Hallyburton		Grant Program Manager	Date
Signature of Authorized Official for DLCD			

Department of Land Conservation and Development *Attachment A*
2017-19 Grant Young Memorial Planning Assistance Grant Closeout Report

Grantee Morrow County	Grant No. Assigned by DLCD GY-19-151	Grant Funds – Already Dispersed \$4,000.00*	Final Report
Funding / Grant Period From: Agreement Execution	Funding / Grant Period To: 4/30/2019	Summary of Activities and Products Provide a brief description of activities performed and/or products worked on using funds from this grant in the space provided below. Expenditure detail not needed for this section. In many cases a sentence or two is all that is required but we welcome as much information as you can provide.	
Transactions	Do not write in this space		
DLCD Grant Funding Expenditures	Provide amounts in spaces below		
1. Salaries and Benefits			
2. Supplies and Services			
3. Agreements (including consultants – provide name and contact information)			
4. Other (provide detailed list and explanation)			
5. DLCD Total (add lines 1, 2, 3, 4)			
Local Contributions – not required	Provide amounts in spaces below		
6 Salaries and Benefits			
7. Supplies and Services			
8. Agreements			
9. Other			
10. Local Total (if any)			
11. Certification: I certify to the best of my knowledge and belief that this report is correct, complete, and that all expenditure are for the purposes set forth in the award document. I further certify that all records are available upon request, and the financial records will be retained for SIX (6) YEARS after the Final Products and Payment are received.			
12. * If the total grant expenditures are less than the grant funds already dispersed, enter the difference here and send a reimbursement check for that amount to: DLCD, ATTN: Fiscal. \$ _____			
13. Typed or Printed Name and Title (required)		14. Mailing Address: Include City, State and Zip Code (required)	
15. Authorized Certifying Official Signature (required)		16. Date (required)	
PLEASE DO NOT WRITE BELOW THIS LINE			
DLCD CERTIFICATION (for DLCD use only)			
I certify, as a representative of the Department of Land Conservation and Development, that the grantee:			
<input type="checkbox"/> has met the terms and conditions of the grant and that all funds have been expended.			
<input type="checkbox"/> has not met the terms and conditions of the grant for the reasons stated on the attached sheet, and reimbursement from the grantee in the amount of \$ _____ is due.			
Signature of DLCD Grant Manager		Date Signed	
Signature of DLCD Program Manager		Date Signed	
BATCH #/DATE _____	VOUCHER#/DATE _____	PCA _____	
OBJ. CODE _____	VENDOR NO. _____	AMOUNT _____	

Closeout Form Attachment - Instructions

Instructions for Department of Land Conservation and Development 2017-19 Planning Assistance Grant Closeout Report

If you have questions about the Closeout Report or what the grant can be used for, please contact Tabatha Hoge, Grants Administrative Specialist at 503-934-0054 or DLCD.GFGrant@state.or.us.

The closeout report documents the allowable expenditures of previously distributed funds. Unexpended funds must be returned to DLCD.

- In the second row of the closeout report, please fill in the Starting Date (“Funding / Grant Period From”) for which the reimbursable expenditures were incurred. This will be the date the city or county signed the grant agreement.
- Under “Transactions,” complete items 1–5 for how the grant funds were used (required) and items 6–10 for local contributions (optional). Please do not include expenditures for projects or activities that the grant did not contribute to.
 1. **Salaries and Benefits** include the grantee’s staff time, including Other Personnel Expenses. Receipts are not required with this report submission.
 2. **Supplies and Services** include the grantee’s supplies used for the planning program and services not covered by an agreement or contract. Receipts are not required with this report submission.
 3. **Agreements** include consultants, attorneys, and any company or individual retained by the grantee to conduct work under the grant. This category does not include employees of the grantee, but rather an individual or entity that invoices the grantee for services rendered. Information required for the closeout report is: Name, address, and phone number of the payee. If there are multiple entities, please provide the amount of grant funds allocated for the reimbursement of each individually. If space in the Summary of Activities and Products box is insufficient to identify contractors, please attach an additional sheet.
 4. Please provide a brief explanation and dollar breakdown for amounts listed as “**Other.**” Receipts are not required.
 5. The **Total** listed in the “DLCD Grant Expenditures” section cannot exceed the total amount of the previously dispersed funds. If the total is less than the dispersed amount, the difference between the amount previously dispersed and the amount listed on the **Total** of the DLCD Grant Expenditures section is due and payable to DLCD upon submission of the closeout report. Please send a check with the report to: DLCD, Attn: Fiscal Department, 635 Capitol Street NE, Suite 150; Salem, OR 97301.

- Reporting of Local Contributions (boxes 6–10) is not required. DLCD asks for the information to receive accurate information regarding the cost of activities and/or products worked on in compliance with this grant. This category includes both in-kind and cash contributions.
- **Certification (box 11): Please read and understand the certification statement.** If you have questions please contact Tabatha Hoge, Grants Administrative Specialist at 503-934-0054 or DLCD.GFGrant@state.or.us.
- **Returning funds (box 12):** When returning general grant funds that were awarded to the jurisdiction because expenditures were less than the grant funds award to the jurisdiction, please indicate the number of dollars being returned.

Boxes 13–16 are for documenting responsibility for the information being submitted and requesting payment. Please use dark blue or black ink so the information shows when copied or scanned.

13. Print Name and Title legibly.

14. Print the mailing address where payment should be sent.

15. Signature of Authorized Certifying Official: by signing this box this person takes responsibility of the information and accuracy of the information.

16. “Date” is the date the closeout form was signed. It must be sent by the closeout date.

- The “Summary of Activities and Products” box, located on the top right side of form, must be completed. Please provide a brief description of activities performed and/or products worked on in compliance of this grant. Use additional sheets as needed. The Planning Assistance Grant Awards Conditions describes in detail the projects and activities allowed. (If you have questions, please contact Tabatha Hoge, Grants Administrative Specialist at 503-934-0054 or DLCD.GFGrant@state.or.us).

The grant funds dispersed to you must be used after the date on which all parties have signed the agreement and not after the closing date of this agreement.

It is important that you retain documentation of expenditures in a grant file maintained in your jurisdiction for three (3) years from the closeout date.

Two ways to submit the Closeout Report:

1. E-mail a PDF file of the signed closeout form attachment and cover memo to DLCD.GFGrant@state.or.us.
2. Send the hard copy of the signed closeout form and cover memo via US Mail to:

Grants Administrative Specialist
 Department of Land Conservation and Development
 635 Capitol Street NE, Suite 150
 Salem, Oregon 97301-2540

PUBLIC NOTICE

Nolin Hills Wind Power Project

Notice of Intent



Summary

Date Issued: October 5, 2017

Proposal: Wind energy generation facility with a nominal generating capacity of 350 megawatts (MW) on approximately 44,900 acres.

Location: Umatilla County

Public Comment Deadline: November 6, 2017

Estimated Application Submittal Date: February 2018

Introduction

The Oregon Department of Energy (ODOE or Department), staff to the Energy Facility Siting Council (EFSC or Council) received a Notice of Intent (NOI) from Nolin Hills Wind, LLC (a subsidiary of Capital Power Corporation) that it intends to submit an application for site certificate to construct and operate the Nolin Hills Wind Power Project, a proposed wind energy generation facility. Under Oregon law, the applicant must obtain a site certificate from EFSC before constructing and operating the proposed facility.

Description of the Proposed Facility

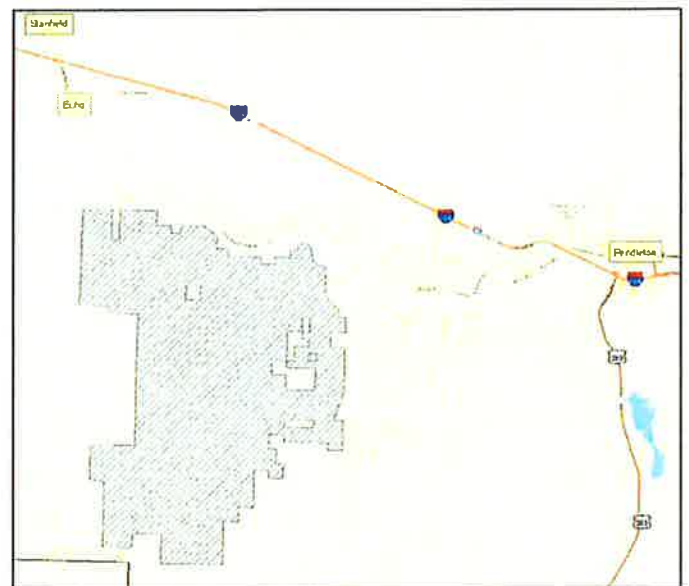
The Nolin Hills Wind Power Project would consist of a 350 MW wind energy generation facility with an approximately 18-mile, 230-kilovolt transmission line as a related and supporting facility. The precise number, size, and actual layout of the proposed wind turbines has not yet been determined.

The proposed energy facility includes additional related and supporting facilities, including 34.5-kV electrical collector lines, one or more on-site collector substations, a communication and SCADA system, an operations and maintenance building, meteorological (met) towers, access roads, and additional construction areas such as temporary staging areas.

Location of Proposed Facility

The proposed facility would be located on private land in Umatilla County, south of I-84, approximately 4

miles south of Echo and 10 miles west of Pendleton. The following figure represents the approximate 44,900-acre facility site boundary. Wind turbines would be located within designated micrositing corridors within the site boundary. The micrositing corridors will be fully described in the upcoming site certificate application.



EFSC Review Process

The site certificate process is a consolidated, comprehensive siting process. The applicant must demonstrate that the proposed facility meets EFSC standards established under Oregon Revised Statute (ORS) 469.501 and set forth in Oregon Administrative Rule (OAR) Chapters 345, divisions 22 and 24, as well as all other applicable Oregon statutes, rules and standards. The Department serves as staff to EFSC and conducts the application review process.

Pursuant to ORS 469.504(4), a site certificate applicant must elect to demonstrate compliance with the statewide planning goals by either obtaining local land use approval from the affected local government(s) or through EFSC's determination of compliance. At this time, Nolin Hills Wind, LLC intends to satisfy the Council's Land Use standard (OAR 345-022-0030) by

seeking an EFSC determination under ORS 469.504(1)(b).

There are several opportunities for public participation and comment during the EFSC process. The first is the public comment period on the NOI, which is currently open.

In addition, at a later stage in the application process, the Department and applicant will host a public informational meeting. Informational meetings provide an opportunity for the public to ask questions about the project and review process. After the release of the Department's draft proposed order, a public hearing will be held that will provide an opportunity for the public to provide oral testimony on the proposed facility. The Department will provide notice of all future public informational meetings and hearings. Per OAR 345-015-0110(2)(f), the public may also request an informational meeting on the NOI. Please submit such a request to Katie Clifford (contact information below).

Notice of Intent

The Notice of Intent provides notice to the Department and the public that the applicant intends to submit an application for a site certificate in the future. The NOI contains preliminary information about the facility and provides an opportunity for the public, local governments, Tribal governments, and other reviewing agencies to identify issues of concern and applicable regulations. The NOI is not the application for site certificate.

Comment Period

Public comments on the NOI are encouraged to help the applicant identify issues and concerns early in the process. Comments or requests for a public informational meeting are due by **November 6, 2017**, and must be submitted in writing by mail, e-mail, hand-delivery or fax. Please send comments to:

Katie Clifford, Senior Siting Analyst
Oregon Department of Energy
550 Capital Street NE
Salem, OR 97301
Phone: 503-373-0076
Email: Katie.Clifford@oregon.gov

More Information

More information about the proposed facility and the review process are available using any of the following options. If you need more information, please contact Katie Clifford.

1) ODOE's webpage

More details on the Nolin Hills Wind Power Project, including the NOI, are available online at: <http://www.oregon.gov/energy/facilities-safety/facilities/Pages/NHW.aspx>

2) Updates by Email/Mail

Subscribe to GovDelivery for email updates on the Nolin Hills Wind Power Project or other energy facilities under Council jurisdiction. GovDelivery is an automated email system that allows interested members of the public to manage subscriptions to information received about ODOE projects and events. For more information, please visit: <http://tinyurl.com/EFSC-email>.

To receive notices by U.S. Mail, please contact Sean Mole (503-934-4005 or sean.mole@oregon.gov) and request to be added to the paper notice list.

3) In hardcopy

Copies of the NOI are available for public review at:

Oregon Department of Energy
550 Capitol Street NE
Salem, OR 97301

Accessibility information

The Oregon Department of Energy is committed to accommodating people with disabilities. If you require any special physical or language accommodations, or need information in an alternate format, please contact Megan Boardman at 503-378-3895, toll-free in Oregon at 800-221-8035, or email to megan.boardman@oregon.gov.



Oregon

Kate Brown, Governor



550 Capitol St. NE
Salem, OR 97301
Phone: 503-378-4040
Toll Free: 1-800-221-8035
FAX: 503-373-7806
www.oregon.gov/energy

MEMORANDUM

To: State and Local Reviewing Agencies

From: Katie Clifford, Senior Siting Analyst
Oregon Department of Energy
550 Capitol St. NE
Salem, OR 97301
Phone: 503-373-0076
Email: katie.clifford@oregon.gov

Date: October 5, 2017

Re: Request for comments on the Notice of Intent submitted by Nolin Hills Wind, LLC for the Nolin Hills Wind Power Project

Introduction

On September 11, 2017, Nolin Hills Wind, LLC (a subsidiary of Capital Power Corporation) submitted a Notice of Intent (NOI) to file an application for site certificate for a proposed 350-megawatt nominal-generating capacity wind generation facility. The precise number, size and actual layout of the proposed wind turbines has not yet been determined. The proposed facility, Nolin Hills Wind Power Project, would be located on approximately 44,900 acres of private land in Umatilla County, south of I-84, approximately 4 miles south of Echo and 10 miles west of Pendleton. The proposed energy facility includes related and supporting facilities, including an 18-mile, 230-kilovolt transmission line; 34.5-kV electrical collector lines; one or more on-site collector substations; a communication and SCADA system; an operations and maintenance building; meteorological (met) towers; access roads; and additional construction areas such as temporary staging areas.

Under Oregon Administrative Rule (OAR) 345-001-0010(52), the Oregon Department of Energy (ODOE) has identified your organization as a "reviewing agency." If you are a city and the facility is not located within your jurisdiction, you are considered a reviewing agency because your jurisdiction is within 10 miles of the facility and there may be a potential impact to the public services you provide.

Review Process

Before starting construction on the proposed facility, Nolin Hills Wind, LLC must obtain a site certificate from the Oregon Energy Facility Siting Council (EFSC) authorizing construction and operation of the facility. Nolin Hills Wind, LLC must demonstrate that the proposed facility meets EFSC standards established under ORS 469.501 and set forth in OAR Chapter 345, Divisions 22 and 24 as well as all other applicable statutes, rules and standards (including those of other state or local agencies).

ODOE is requesting that reviewing agencies provide comments on the NOI and submit statutes, rules, and standards applicable to this facility. The reviewing agency responses will form the basis of the Project Order, which establishes the site certificate application requirements. While the EFSC review process includes several opportunities for reviewing agency comment and input, your comments on the NOI are critical to ensure your agency's requirements are accurately reflected in the Project Order.

A full description of the EFSC review process is available on our website at:

<http://www.oregon.gov/energy/facilities-safety/facilities/Documents/Fact-Sheets/EFSC-Process-Flowchart.pdf>

Information Needed from Reviewing Agencies

In accordance with OAR 345-015-0120, ODOE, which serves as staff to EFSC, requests the following information:

- 1) The name, address and telephone number of the agency contact person assigned to review the application.
- 2) Comments on aspects of the proposed facility that are within the particular responsibility or expertise of the reviewing agency.
- 3) Recommendations regarding the size and location of analysis area(s).
- 4) A list of studies that should be conducted to identify potential impacts of the proposed facility and mitigation measures.
- 5) A list of statutes, administrative rules and local government ordinances administered by the agency that might apply to construction or operation of the proposed facility and a description of any information needed for determining compliance.
- 6) A list of any permits administered by the agency that might apply to construction or operation of the proposed facility and a description of any information needed for reviewing a permit application.

Evaluation of Study/Analysis Areas

The Department also requests your assistance determining the appropriate size of the analysis areas for the facility. As defined by OAR 345-001-0010(2), the analysis area is the area for which

the applicant shall describe the proposed facility's potential impacts in the application for a site certificate. Analysis areas are the minimum areas an applicant must study for potential impacts from the construction and operation of a proposed facility. For all potential impacts, the analysis area includes at a minimum all the area within the "site boundary" as defined in OAR 345-001-0010(55).

The NOI includes an assessment of potential environmental impacts from construction and operation of the facility based on a study area set in rule. The study areas vary for different resources, but all include the site boundary, and, if applicable, an additional buffer (noted in parenthesis): Figure G-6 of the NOI shows the boundaries and topography of the study areas as defined by OAR 345-001-0010(59) for land use (0.5 miles), fish and wildlife habitat (0.5 miles), recreational opportunities (5 miles), threatened and endangered species (5 miles), scenic resources (10 miles), public services (10 miles), and protected areas (20 miles). For all other resources, the study area is the site boundary.

In the application for site certificate, the analysis areas can be equivalent to the study areas, or the analysis areas can be different. The analysis areas will be established by ODOE in the Project Order, but your input is necessary to help establish appropriate analysis areas based on specific knowledge you may have of the area. Ultimately, EFSC will evaluate whether or not design, construction and operation of the proposed facility, taking into account mitigation, are likely to result in a significant adverse impact to resources protected by EFSC standards and located within the analysis areas.

If your agency believes that any of these analysis areas should be increased (or decreased) based upon nearby resources, please provide this information in your comments on the NOI. This information will be used to assist ODOE in development of the Project Order.

Information Submittal

Please send your comments to me at my contact information provided above no later than **November 6, 2017**. If you require additional time, please contact me.

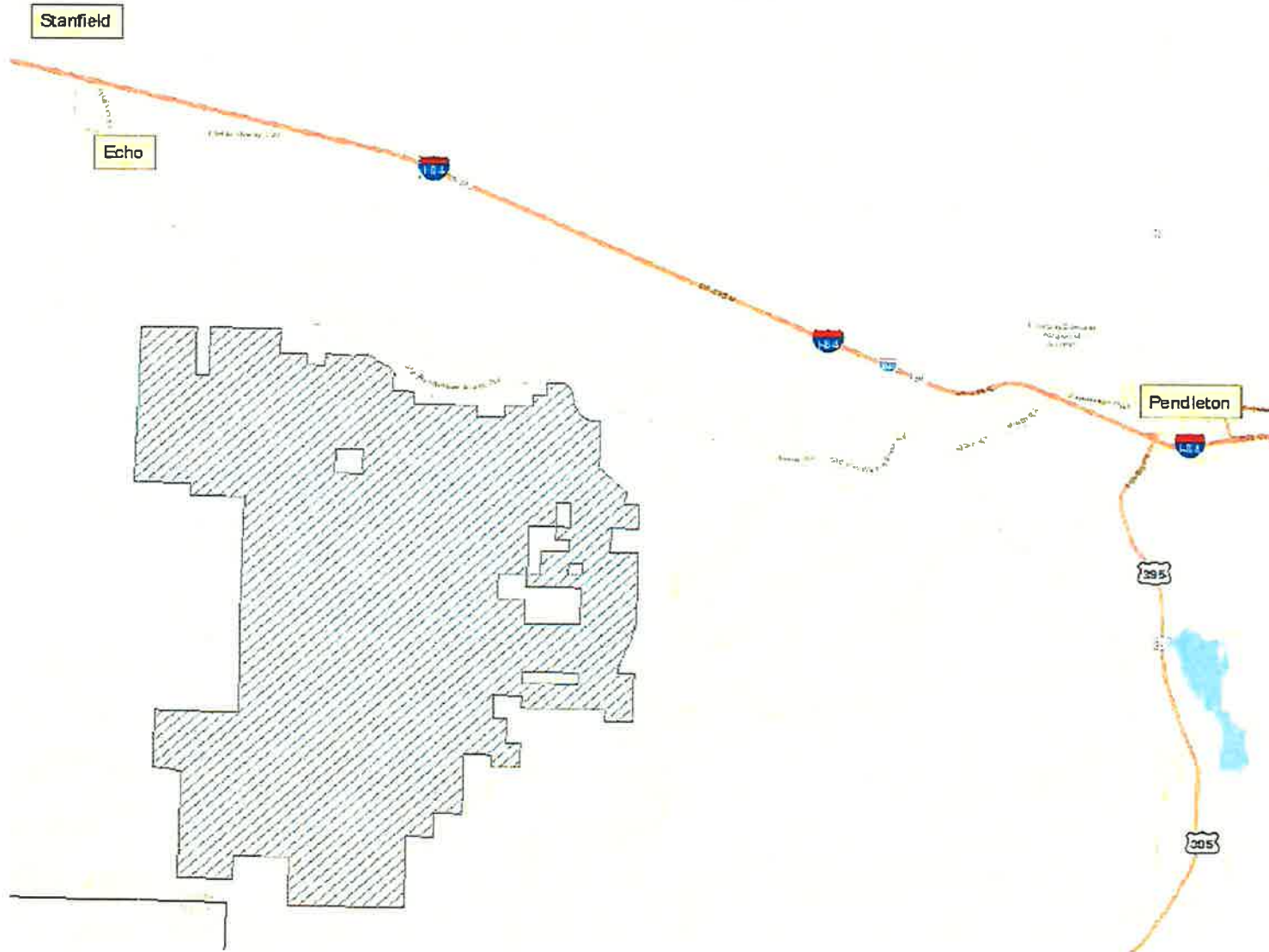
Cost Recovery

Costs associated with reviewing the application and preparing comments may be eligible for reimbursement. In order to receive reimbursement, ODOE must have an interagency or intergovernmental agreement in place with your organization. If you do not have an agreement and would like to establish one, please contact ODOE's financial analyst Sisily Fleming at sisily.fleming@oregon.gov or 503-378-8356.

Interdisciplinary Team Meeting

In accordance with ORS 469.330(3), and in an effort to more fully engage all reviewing agencies and Tribal Governments in the EFSC siting process, within the next few weeks ODOE will invite you to participate in an interdisciplinary team meeting to discuss the Nolin Hills Wind Power Project. The purpose of the team meeting will be to familiarize affected agency personnel and Tribal Governments with the proposed facility, facilitate review of the NOI, and to identify issues and the applicable requirements of all state and local agencies and Tribal Governments for inclusion in the Project Order. ODOE will hold this meeting in Salem, with a call-in/webinar option to help reduce travel costs and facilitate participation. The reviewing agency NOI meeting supplements the comments submitted on the NOI.

Figure 1. General Location of the Proposed Nolin Hills Wind Power Project



Item # 6b

IRRIGON IRRIGON COURT
 THIRD & MAIN PO BOX 130
 IRRIGON, OREGON 97844

JCDIS2

DISTRIBUTION OF FINES AND ASSESSMENTS
 1/01/17 - 1/31/17

DOCKET CODE/ DESCRIPTION	TOTAL AMOUNT	CITY SHARE	COURT COSTS	COUNTY SHARE	JAIL ASSESS	STATE SHARE	IDP FEES	LEMLA	SUPPL. ASSESS	ALL OTHER
* SMALL CLAIMS	474.00	.00	474.00	.00	.00	.00	.00	.00	.00	.00
I CITY OF BOARDMA	707.00	.00	84.00	484.00	48.00	.00	.00	.00	6.00	85.00
O COUNTY OFFICER	14729.46	.00	633.69	10792.77	704.00	.00	.00	.00	92.00	2507.00
T STATE OFFICER	18228.94	.00	954.00	6563.44	982.00	6888.50	.00	.00	126.00	2715.00
Z DUII	1064.00	.00	100.00	907.00	21.00	.00	.00	5.00	4.00	27.00
W STATE WEIGHMAST	515.00	.00	50.00	248.00	32.00	181.00	.00	.00	4.00	.00
G FISH & GAME	110.00	.00	.00	23.50	16.00	23.50	.00	.00	2.00	45.00
V MISD.	1670.50	.00	423.00	997.00	91.00	.00	.00	5.00	4.00	150.50
S SMALL CLAIMS	25.00	.00	1.00	22.00	.00	.00	.00	.00	2.00	.00
D ANIMAL VIOLATIO	25.00	.00	.00	25.00	.00	.00	.00	.00	.00	.00
** COLUMN TOTALS **	37548.90 *	.00 *	2719.69 *	20062.71 *	1894.00 *	7093.00 *	.00 *	10.00 *	240.00 *	5529.50 *

CITY SHARE BREAKDOWN

FINE SHARE.....	.00
COURT COSTS.....	.00
CLERK COSTS.....	.00
SUPPL ASSESS.....	.00
NON-COST COURT...	.00
COURT SECURITY...	.00
TOTAL CITY	.00 **

COUNTY SHARE BREAKDOWN

FINE SHARE.....	20062.71
COURT COSTS.....	697.00
CLERK COSTS.....	.00
JAIL 60%	48.00
SUPPL ASSESS.....	240.00
JAIL HB2562.....	1814.00
NON-COST COURT...	1733.69
SMALL CLAIMS.....	.00
COURT SECURITY....	.00
ATTORNEY FEES.....	289.00
TOTAL COUNTY	24884.40 **

STATE SHARE BREAKDOWN

FINE SHARE.....	7044.00
UNITARY AS.....	49.00
DMV FEES.....	.00
STATE MISC.....	.00
DWS CONV FEE.....	.00
STATE OBLIG.....	.00
VICTIM ASSIST.....	.00
JAIL 40%	32.00
LEMLA.....	10.00
IDP.....	.00
COURT SECURITY....	14.00
SECTION 6B-CFA	5458.50
TOTAL STATE	12607.50 **

MISCELLANEOUS OTHER

OTHER.....	.00
COMP. FINES.....	.00
RESTITUTION.....	57.00
REFUNDS.....	1511.50
COLL. AGY.....	.00

I CERTIFY THAT THIS IS A TRUE STATEMENT OF FINES LEVIED AND COLLECTED AND BAIL BONDS FORFEITED IN THIS COURT DURING THE MONTH OF JANUARY 2017

SIGNED

TITLE--JUSTICE CT JUDGE DATE 10/05/17

IRRIGON IRRIGON COURT
 THIRD & MAIN PO BOX 130
 IRRIGON, OREGON 97844

JCDIS2

DISTRIBUTION OF FINES AND ASSESSMENTS

01/00/00 - 99/99/99

Feb 2017

DOCKET CODE/ DESCRIPTION	TOTAL AMOUNT	CITY SHARE	COURT COSTS	COUNTY SHARE	JAIL ASSESS	STATE SHARE	IDP FEES	LEMLA	SUPPL. ASSESS	ALL OTHER
* SMALL CLAIMS	589.00	.00	589.00	.00	.00	.00	.00	.00	.00	.00
I CITY OF BOARDMA	773.00	.00	40.00	585.00	18.00	74.00	.00	4.00	4.00	48.00
O COUNTY OFFICER	15891.51	.00	849.31	11254.20	982.00	62.00	.00	4.00	118.00	2622.00
T STATE OFFICER	8680.99	.00	570.00	3062.70	472.00	3070.29	.00	2.00	60.00	1444.00
Z DUII	1066.00	.00	125.00	881.00	25.00	.00	.00	.00	.00	35.00
W STATE WEIGHMAST	465.00	.00	30.00	372.00	16.00	.00	.00	.00	2.00	45.00
V MISD	1751.50	.00	696.50	668.50	41.00	.00	.00	.00	.00	345.50
S SMALL CLAIMS	25.00	.00	25.00	.00	.00	.00	.00	.00	.00	.00
F MARIJUANA LESS	10.00	.00	10.00	.00	.00	.00	.00	.00	.00	.00
D ANIMAL VIOLATIO	65.00	.00	.00	65.00	.00	.00	.00	.00	.00	.00
** COLUMN TOTALS **	29317.00 *	.00 *	2934.81 *	16888.40 *	1554.00 *	3206.29 *	.00 *	10.00 *	184.00 *	4539.50 *

CITY SHARE BREAKDOWN

FINE SHARE.....	.00
COURT COSTS.....	.00
CLERK COSTS.....	.00
SUPPL ASSESS.....	.00
NON-COST COURT...	.00
COURT SECURITY...	.00
TOTAL CITY	.00 **

COUNTY SHARE BREAKDOWN

FINE SHARE.....	16843.40
COURT COSTS.....	794.00
CLERK COSTS.....	.00
JAIL 60%	84.00
SUPPL ASSESS.....	184.00
JAIL HB2562.....	1414.00
NON-COST COURT....	1618.31
SMALL CLAIMS.....	.00
COURT SECURITY....	.00
OFFENSE SURCHG....	45.00
ATTORNEY FEES.....	522.50
TOTAL COUNTY	21505.21 **

STATE SHARE BREAKDOWN

FINE SHARE.....	3035.29
UNITARY AS.....	171.00
DMV FEES.....	.00
STATE MISC.....	.00
DWS CONV FEE.....	.00
STATE OBLIG.....	.00
VICTIM ASSIST.....	.00
JAIL 40%	56.00
LEMLA.....	10.00
IDP.....	.00
COURT SECURITY....	15.00
SECTION 6B-CFA	4317.50
TOTAL STATE	7604.79 **

MISCELLANEOUS OTHER

OTHER.....	.00
COMP. FINES.....	.00
RESTITUTION.....	207.00
REFUNDS.....	5.00
COLL. AGY.....	.00

I CERTIFY THAT THIS IS A TRUE STATEMENT OF FINES LEVIED AND COLLECTED AND BAIL BONDS FORFEITED IN THIS COURT DURING THE MONTH OF FEBRUARY 2017

SIGNED

TITLE--JUSTICE CT JUDGE DATE 10/05/17

IRRIGON IRRIGON COURT
 THIRD & MAIN PO BOX 130
 IRRIGON, OREGON 97844

JCDIS2

DISTRIBUTION OF FINES AND ASSESSMENTS
 0/00/00 - 99/99/99

March 2017

DOCKET CODE/ DESCRIPTION	TOTAL AMOUNT	CITY SHARE	COURT COSTS	COUNTY SHARE	JAIL ASSESS	STATE SHARE	IDP FEES	LEMLA	SUPPL. ASSESS	ALL OTHER
* SMALL CLAIMS	29.00	.00	29.00	.00	.00	.00	.00	.00	.00	.00
I CITY OF BOARDMA	577.00	.00	110.00	352.00	34.00	25.00	.00	2.00	4.00	50.00
O COUNTY OFFICER	25847.80	.00	691.70	18895.10	1445.00	29.00	.00	4.00	180.00	4603.00
T STATE OFFICER	15063.00	.00	1255.00	5749.50	944.00	5056.50	.00	12.00	114.00	1932.00
Z DUUI	1536.79	.00	250.00	1202.29	24.00	.00	.00	.00	2.00	58.50
V MISD.	3741.50	.00	747.00	2624.50	40.00	.00	.00	.00	10.00	320.00
F MARIJUANA LESS	110.00	.00	35.00	22.00	.00	53.00	.00	.00	.00	.00
D ANIMAL VIOLATIO	832.50	.00	.00	222.00	16.00	.00	.00	.00	2.00	592.50
** COLUMN TOTALS **	47737.59 *	.00 *	3117.70 *	29067.39 *	2503.00 *	5163.50 *	.00 *	18.00 *	312.00 *	7556.00 *

CITY SHARE BREAKDOWN		COUNTY SHARE BREAKDOWN		STATE SHARE BREAKDOWN		MISCELLANEOUS OTHER	
FINE SHARE.....	.00	FINE SHARE.....	29020.39	FINE SHARE.....	4894.50	OTHER.....	.00
COURT COSTS.....	.00	COURT COSTS.....	1044.03	UNITARY AS.....	269.00	COMP. FINES.....	.00
CLERK COSTS.....	.00	CLERK COSTS.....	25.00	DMV FEES.....	.00	RESTITUTION.....	687.50
		JAIL 60%	139.20	STATE MISC .....	.00		
SUPPL ASSESS.....	.00	SUPPL ASSESS.....	312.00	DWS CONV FEE.....	.00		
		JAIL HB2562.....	2271.00	STATE OBLIG .....	.00		
NON-COST COURT...	.00	NON-COST COURT....	1826.70	VICTIM ASSIST.....	.00	REFUNDS.....	106.02
		SMALL CLAIMS.....	.00			COLL. AGY. ....	.00
COURT SECURITY...	.00	COURT SECURITY.....	.00	JAIL 40%	92.80		
		OFFENSE SURCHG....	22.00	LEMLA.....	18.00		
		ATTORNEY FEES.....	246.97	IDP.....	.00		
TOTAL CITY	.00 **	TOTAL COUNTY	34907.29 **	COURT SECURITY....	140.00		
				SECTION 6B-CFA	6728.50		
				TOTAL STATE	12142.80 **		

I CERTIFY THAT THIS IS A TRUE STATEMENT OF FINES LEVIED AND COLLECTED AND BAIL BONDS FORFEITED IN THIS COURT DURING THE MONTH OF MARCH 2017

SIGNED _____

TITLE--JUSTICE CT JUDGE DATE 10/05/17

IRRIGON IRRIGON COURT
 THIRD & MAIN PO BOX 130
 IRRIGON, OREGON 97844

JCDIS2

DISTRIBUTION OF FINES AND ASSESSMENTS

0/00/00 - 99/99/99

April 2017

DOCKET CODE/ DESCRIPTION	TOTAL AMOUNT	CITY SHARE	COURT COSTS	COUNTY SHARE	JAIL ASSESS	STATE SHARE	IDP FEES	LEMLA	SUPPL. ASSESS	ALL OTHER
* SMALL CLAIMS	409.00	.00	409.00	.00	.00	.00	.00	.00	.00	.00
I CITY OF BOARDMA	1489.92	.00	135.00	1202.00	32.00	47.00	.00	.00	4.00	69.92
O COUNTY OFFICER	24628.67	.00	1313.32	17418.77	1425.00	82.00	.00	4.00	190.00	4195.58
T STATE OFFICER	11396.79	.00	483.00	4453.89	644.00	4033.90	.00	.00	82.00	1700.00
Z DUUI	1457.00	.00	150.00	1289.00	16.00	.00	.00	.00	2.00	.00
W STATE WEIGHMAST	350.00	.00	.00	287.00	16.00	.00	.00	.00	2.00	45.00
V MISD.	1043.00	.00	197.50	778.00	.00	30.00	.00	.00	.00	37.50
C MIP/FURNISHING	100.00	.00	.00	100.00	.00	.00	.00	.00	.00	.00
F MARIJUANA LESS	114.28	.00	.00	.00	.00	114.28	.00	.00	.00	.00
D ANIMAL VIOLATIO	55.00	.00	.00	30.00	.00	.00	.00	.00	.00	25.00
** COLUMN TOTALS **	41043.66 *	.00 *	2687.82 *	25558.66 *	2133.00 *	4307.18 *	.00 *	4.00 *	280.00 *	6073.00 *

CITY SHARE BREAKDOWN		COUNTY SHARE BREAKDOWN		STATE SHARE BREAKDOWN		MISCELLANEOUS OTHER	
FINE SHARE.....	.00	FINE SHARE.....	25545.66	FINE SHARE.....	4111.18	OTHER.....	.00
COURT COSTS.....	.00	COURT COSTS.....	594.00	UNITARY AS.....	196.00	COMP. FINES.....	.00
CLERK COSTS.....	.00	CLERK COSTS.....	.00	DMV FEES.....	.00	RESTITUTION.....	45.00
		JAIL 60%	37.80	STATE MISC.....	.00		
SUPPL ASSESS.....	.00	SUPPL ASSESS.....	280.00	DWS CONV FEE.....	.00		
		JAIL HB2562.....	2070.00	STATE OBLIG.....	.00		
NON-COST COURT...	.00	NON-COST COURT....	1806.32	VICTIM ASSIST.....	.00	REFUNDS.....	45.00
		SMALL CLAIMS.....	.00	JAIL 40%	25.20	COLL. AGY.....	.00
COURT SECURITY...	.00	COURT SECURITY....	.00	LEMLA.....	4.00		
		OFFENSE SURCHG....	13.00	IDP.....	.00		
		ATTORNEY FEES.....	287.50	COURT SECURITY....	.00		
TOTAL CITY	.00 **	TOTAL COUNTY	30634.28 **	SECTION 6B-CFA	6028.00		
				TOTAL STATE	10364.38 **		

I CERTIFY THAT THIS IS A TRUE STATEMENT OF FINES LEVIED AND COLLECTED AND BAIL BONDS FORFEITED IN THIS COURT DURING THE MONTH OF APRIL 2017

SIGNED

TITLE--JUSTICE CT JUDGE DATE 10/05/17

IRRIGON IRRIGON COURT
 THIRD & MAIN PO BOX 130
 IRRIGON, OREGON 97844

JCDIS2

DISTRIBUTION OF FINES AND ASSESSMENTS
 0/00/00 - 99/99/99

May 2017

DOCKET CODE/ DESCRIPTION	TOTAL AMOUNT	CITY SHARE	COURT COSTS	COUNTY SHARE	JAIL ASSESS	STATE SHARE	IDP FEES	LEMLA	SUPPL. ASSESS	ALL OTHER
* SMALL CLAIMS	319.00	.00	30.00	226.00	16.00	.00	.00	.00	2.00	45.00
I CITY OF BOARDMA	351.00	.00	351.00	.00	.00	.00	.00	.00	.00	.00
O COUNTY OFFICER	320.12	.00	.00	275.12	.00	.00	.00	.00	.00	45.00
T STATE OFFICER	25004.48	.00	1409.00	17605.55	1322.48	.00	.00	.00	168.00	4499.45
Z DUUI	13665.37	.00	902.00	4577.94	738.00	5294.43	.00	2.00	86.00	2065.00
W STATE WEIGHMAST	2468.50	.00	175.00	2107.50	48.00	.00	.00	.00	8.00	130.00
G FISH & GAME	200.00	.00	.00	155.00	.00	.00	.00	.00	.00	45.00
V MISD.	50.00	.00	.00	.00	.00	5.00	.00	.00	.00	45.00
F MARIJUANA LESS	2154.00	.00	202.00	1842.00	16.00	.00	.00	.00	2.00	92.00
D ANIMAL VIOLATIO	403.59	.00	43.87	.00	.00	357.72	.00	.00	2.00	.00
** COLUMN TOTALS **	45421.06 *	.00 *	3112.87 *	27011.11 *	2156.48 *	5657.15 *	.00 *	2.00 *	270.00 *	7211.45 *

CITY SHARE BREAKDOWN

COUNTY SHARE BREAKDOWN

STATE SHARE BREAKDOWN

MISCELLANEOUS OTHER

FINE SHARE.....	.00	FINE SHARE.....	26941.11	FINE SHARE.....	5583.15	OTHER.....	.00
COURT COSTS.....	.00	COURT COSTS.....	426.00	UNITARY AS.....	74.00	COMP. FINES.....	.00
CLERK COSTS.....	.00	CLERK COSTS.....	25.00	DMV FEES.....	.00	RESTITUTION.....	220.00
SUPPL ASSESS.....	.00	JAIL 60%	10.80	STATE MISC.....	.00		
NON-COST COURT...	.00	SUPPL ASSESS.....	270.00	DWS CONV FEE.....	.00		
COURT SECURITY...	.00	JAIL HB2562.....	2138.48	STATE OBLIG.....	.00	REFUNDS.....	862.00
		NON-COST COURT....	2368.87	VICTIM ASSIST.....	.00	COLL. AGY. ....	.00
		SMALL CLAIMS.....	.00	JAIL 40%	7.20		
		COURT SECURITY....	.00	LEMLA.....	2.00		
		OFFENSE SURCHG....	45.00	IDP.....	.00		
		ATTORNEY FEES.....	318.00	COURT SECURITY....	5.00		
TOTAL CITY	.00 **	TOTAL COUNTY	32543.26 **	SECTION 6B-CFA	6986.45		
				TOTAL STATE	12657.80 **		

I CERTIFY THAT THIS IS A TRUE STATEMENT OF FINES LEVIED AND COLLECTED AND BAIL BONDS FORFEITED IN THIS COURT DURING THE MONTH OF MAY 2017

SIGNED

TITLE--JUSTICE CT JUDGE DATE 10/05/17

IRRIGON IRRIGON COURT
 THIRD & MAIN PO BOX 130
 IRRIGON, OREGON 97844

JCDIS2

DISTRIBUTION OF FINES AND ASSESSMENTS
 01/00/00 - 99/99/99

June 2017

DOCKET CODE/ DESCRIPTION	TOTAL AMOUNT	CITY SHARE	COURT COSTS	COUNTY SHARE	JAIL ASSESS	STATE SHARE	IDP FEES	LEMLA	SUPPL. ASSESS	ALL OTHER
* SMALL CLAIMS	349.00	.00	349.00	.00	.00	.00	.00	.00	.00	.00
I CITY OF BOARDMA	974.88	.00	140.00	672.88	32.00	.00	.00	2.00	8.00	120.00
O COUNTY OFFICER	19868.02	.00	889.00	14479.61	1079.52	74.00	.00	1.00	134.00	3210.89
T STATE OFFICER	15785.59	.00	687.28	5994.08	928.00	5728.23	.00	6.00	116.00	2326.00
Z DUITI	657.00	.00	150.00	417.00	.00	.00	.00	.00	.00	90.00
W STATE WEIGHMAST	6799.00	.00	50.00	5222.00	128.00	1068.00	.00	.00	16.00	315.00
G FISH & GAME	210.00	.00	.00	47.00	16.00	100.00	.00	.00	2.00	45.00
V MISD.	1145.00	.00	260.00	621.06	.00	.00	.00	.00	1.44	262.50
F MARIJUANA LESS	102.13	.00	36.13	.00	54.00	.00	.00	5.00	.00	7.00
D ANIMAL VIOLATIO	290.00	.00	.00	25.00	.00	.00	.00	.00	.00	265.00
** COLUMN TOTALS **	46180.62 *	.00 *	2561.41 *	27478.63 *	2237.52 *	6970.23 *	.00 *	14.00 *	277.44 *	6641.39 *

CITY SHARE BREAKDOWN		COUNTY SHARE BREAKDOWN		STATE SHARE BREAKDOWN		MISCELLANEOUS OTHER	
FINE SHARE.....	.00	FINE SHARE.....	27338.63	FINE SHARE.....	6859.23	OTHER.....	.00
COURT COSTS.....	.00	COURT COSTS.....	689.00	UNITARY AS.....	111.00	COMP. FINES.....	.00
CLERK COSTS.....	.00	CLERK COSTS.....	25.00	DMV FEES.....	.00	RESTITUTION.....	470.00
		JAIL 60%	84.60	STATE MISC .....	.00		
SUPPL ASSESS.....	.00	SUPPL ASSESS.....	277.44	DWS CONV FEE.....	.00		
		JAIL HB2562.....	2096.52	STATE OBLIG .....	.00		
NON-COST COURT...	.00	NON-COST COURT....	1667.41	VICTIM ASSIST.....	.00	REFUNDS.....	1.00
		SMALL CLAIMS.....	.00	JAIL 40%	56.40	COLL. AGY.....	.00
COURT SECURITY...	.00	COURT SECURITY.....	.00	LEMLA.....	14.00		
		OFFENSE SURCHG....	115.00	IDP.....	.00		
		ATTORNEY FEES.....	205.00	COURT SECURITY....	27.00		
TOTAL CITY	.00 **	TOTAL COUNTY	32498.60 **	SECTION 6B-CFA	6144.39		
				TOTAL STATE	13212.02 **		

I CERTIFY THAT THIS IS A TRUE STATEMENT OF FINES LEVIED AND COLLECTED AND BAIL BONDS FORFEITED IN THIS COURT DURING THE MONTH OF JUNE 2017

SIGNED _____

TITLE--JUSTICE CT JUDGE DATE 10/05/17

IRRIGON IRRIGON COURT
 THIRD & MAIN PO BOX 130
 IRRIGON, OREGON 97844

JCDIS2

DISTRIBUTION OF FINES AND ASSESSMENTS

0/00/00 - 99/99/99

July 2017

DOCKET CODE/ DESCRIPTION	TOTAL AMOUNT	CITY SHARE	COURT COSTS	COUNTY SHARE	JAIL ASSESS	STATE SHARE	IDP FEES	LEMLA	SUPPL. ASSESS	ALL OTHER
* SMALL CLAIMS	632.00	.00	632.00	.00	.00	.00	.00	.00	.00	.00
I CITY OF BOARDMA	473.18	.00	25.00	337.18	20.00	37.00	.00	2.00	2.00	50.00
O COUNTY OFFICER	21110.34	.00	610.81	15717.53	1136.00	111.00	.00	8.00	144.00	3383.00
T STATE OFFICER	17989.12	.00	879.72	6354.20	1025.00	6644.20	.00	5.00	122.00	2959.00
Z DUII	1155.00	.00	150.00	942.00	16.00	.00	.00	.00	2.00	45.00
W STATE WEIGHMAST	150.00	.00	.00	43.50	16.00	43.50	.00	.00	2.00	45.00
G FISH & GAME	210.00	.00	.00	42.50	16.00	104.50	.00	.00	2.00	45.00
V MISD.	1074.00	.00	15.00	883.00	57.00	.00	.00	.00	4.00	115.00
C MIP/FURNISHING	260.00	.00	.00	98.50	16.00	98.50	.00	.00	2.00	45.00
F MARIJUANA LESS	374.88	.00	.00	174.88	.00	200.00	.00	.00	.00	.00
D ANIMAL VIOLATIO	450.00	.00	.00	262.00	16.00	.00	.00	.00	2.00	170.00
** COLUMN TOTALS **	43878.52 *	.00 *	2312.53 *	24855.29 *	2318.00 *	7238.70 *	.00 *	15.00 *	282.00 *	6857.00 *

CITY SHARE BREAKDOWN

FINE SHARE.....	.00
COURT COSTS.....	.00
CLERK COSTS.....	.00
SUPPL ASSESS.....	.00
NON-COST COURT...	.00
COURT SECURITY...	.00
TOTAL CITY	.00 **

COUNTY SHARE BREAKDOWN

FINE SHARE.....	24755.29
COURT COSTS.....	940.93
CLERK COSTS.....	.00
JAIL 60%	102.60
SUPPL ASSESS.....	282.00
JAIL HB2562.....	2147.00
NON-COST COURT....	1321.60
SMALL CLAIMS.....	.00
COURT SECURITY.....	.00
OFFENSE SURCHG....	100.00
ATTORNEY FEES.....	50.00
TOTAL COUNTY	29699.42 **

STATE SHARE BREAKDOWN

FINE SHARE.....	7016.70
UNITARY AS.....	222.00
DMV FEES.....	.00
STATE MISC.....	.00
DWS CONV FEE.....	.00
STATE OBLIG.....	.00
VICTIM ASSIST.....	.00
JAIL 40%	68.40
LEMLA.....	15.00
IDP.....	.00
COURT SECURITY....	92.00
SECTION 6B-CFA	6615.00
TOTAL STATE	14029.10 **

MISCELLANEOUS OTHER

OTHER.....	.00
COMP. FINES.....	.00
RESTITUTION.....	150.00
REFUNDS.....	.00
COLL. AGY.....	.00

I CERTIFY THAT THIS IS A TRUE STATEMENT OF FINES LEVIED AND COLLECTED AND BAIL BONDS FORFEITED IN THIS COURT DURING THE MONTH OF JULY 2017

SIGNED

TITLE--JUSTICE CT JUDGE DATE 10/05/17

IRRIGON IRRIGON COURT
 THIRD & MAIN PO BOX 130
 IRRIGON, OREGON 97844

JCDIS2

DISTRIBUTION OF FINES AND ASSESSMENTS

0/00/00 - 99/99/99

Aug-1-2017

DOCKET CODE/ DESCRIPTION	TOTAL AMOUNT	CITY SHARE	COURT COSTS	COUNTY SHARE	JAIL ASSESS	STATE SHARE	IDP FEES	LEMMA	SUPPL. ASSESS	ALL OTHER
* SMALL CLAIMS	326.00	.00	326.00	.00	.00	.00	.00	.00	.00	.00
I CITY OF BOARDMA	82.00	.00	.00	82.00	.00	.00	.00	.00	.00	.00
O COUNTY OFFICER	23094.91	.00	830.07	17407.85	1200.00	69.34	.00	2.00	154.00	3431.65
T STATE OFFICER	14022.91	.00	369.00	5226.40	656.00	5476.51	.00	.00	80.00	2215.00
Z DUII	1269.00	.00	495.00	711.00	16.00	.00	.00	.00	2.00	45.00
W STATE WEIGHMAST	50.00	.00	.00	50.00	.00	.00	.00	.00	.00	.00
G FISH & GAME	100.00	.00	.00	100.00	.00	.00	.00	.00	.00	.00
V MISD.	2930.00	.00	1245.00	1312.00	32.00	.00	.00	.00	.00	.00
C MIP/FURNISHING	40.00	.00	.00	40.00	.00	.00	.00	.00	.00	.00
F MARIJUANA LESS	310.00	.00	10.00	200.00	54.00	32.00	.00	5.00	2.00	7.00
D ANIMAL VIOLATIO	371.18	.00	50.00	123.00	.00	.00	.00	.00	2.00	196.18
** COLUMN TOTALS **	42596.00 *	.00 *	3325.07 *	25252.25 *	1958.00 *	5577.85 *	.00 *	7.00 *	246.00 *	6229.83 *

CITY SHARE BREAKDOWN

COUNTY SHARE BREAKDOWN

STATE SHARE BREAKDOWN

MISCELLANEOUS OTHER

FINE SHARE.....	.00	FINE SHARE.....	25200.25	FINE SHARE.....	5508.51	OTHER.....	.00
COURT COSTS.....	.00	COURT COSTS.....	607.07	UNITARY AS.....	69.34	COMP. FINES.....	.00
CLERK COSTS.....	.00	CLERK COSTS.....	.00	DMV FEES.....	.00	RESTITUTION.....	441.18
SUPPL ASSESS.....	.00	JAIL 60%	45.60	STATE MISC.....	.00		
NON-COST COURT...	.00	SUPPL ASSESS.....	246.00	DWS CONV FEE.....	.00		
COURT SECURITY...	.00	JAIL HB2562.....	1882.00	STATE OBLIG.....	.00	REFUNDS.....	60.00
		NON-COST COURT....	1278.00	VICTIM ASSIST.....	.00	COLL. AGY.....	.00
		SMALL CLAIMS.....	.00	JAIL 40%	30.40		
		COURT SECURITY.....	.00	LEMMA.....	7.00		
		OFFENSE SURCHG....	52.00	IDP.....	.00		
		ATTORNEY FEES.....	1440.00	COURT SECURITY....	7.00		
TOTAL CITY	.00 **	TOTAL COUNTY	30750.92 **	SECTION 6B-CFA	5781.65		
				TOTAL STATE	11403.90 **		

I CERTIFY THAT THIS IS A TRUE STATEMENT OF FINES LEVIED AND COLLECTED AND BAIL BONDS FORFEITED IN THIS COURT DURING THE MONTH OF AUGUST 2017

SIGNED

TITLE--JUSTICE CT JUDGE DATE 10/05/17

IRRIGON IRRIGON COURT
 THIRD & MAIN PO BOX 130
 IRRIGON, OREGON 97844

JCDIS2

DISTRIBUTION OF FINES AND ASSESSMENTS
 0/00/00 - 99/99/99
 ----- *September 2017* -----

DOCKET CODE/ DESCRIPTION	TOTAL AMOUNT	CITY SHARE	COURT COSTS	COUNTY SHARE	JAIL ASSESS	STATE SHARE	IDP FEES	LEMLA	SUPPL. ASSESS	ALL OTHER
* SMALL CLAIMS	474.00	.00	474.00	.00	.00	.00	.00	.00	.00	.00
I CITY OF BOARDMA	25.00	.00	.00	25.00	.00	.00	.00	.00	.00	.00
O COUNTY OFFICER	24811.31	.00	1185.68	18150.97	1331.00	150.66	.00	7.00	174.00	3812.00
T STATE OFFICER	22740.43	.00	456.00	8403.71	1172.00	8963.72	.00	4.00	148.00	3593.00
Z DUII	1285.00	.00	516.50	694.71	.00	.00	.00	5.00	2.00	66.79
W STATE WEIGHMAST	5554.00	.00	.00	4231.00	336.00	.00	.00	.00	42.00	945.00
G FISH & GAME	135.00	.00	50.00	67.00	16.00	.00	.00	.00	2.00	.00
V MISD.	2953.39	.00	586.50	1763.89	88.00	354.00	.00	9.00	10.00	142.00
F MARIJUANA LESS	134.12	.00	10.00	56.12	54.00	.00	.00	5.00	2.00	7.00
D ANIMAL VIOLATIO	315.00	.00	.00	25.00	.00	.00	.00	.00	.00	290.00
** COLUMN TOTALS **	58427.25 *	.00 *	3278.68 *	33417.40 *	2997.00 *	9468.38 *	.00 *	30.00 *	380.00 *	8855.79 *

CITY SHARE BREAKDOWN	COUNTY SHARE BREAKDOWN	STATE SHARE BREAKDOWN	MISCELLANEOUS OTHER
FINE SHARE..... .00	FINE SHARE..... 33387.06	FINE SHARE..... 9247.22	OTHER..... .00
COURT COSTS..... .00	COURT COSTS..... 966.00	UNITARY AS..... 221.16	COMP. FINES..... .00
CLERK COSTS..... .00	CLERK COSTS..... 25.00	DMV FEES..... .00	RESTITUTION..... 335.00
	JAIL 60% 118.20	STATE MISC ..... .00	
SUPPL ASSESS..... .00	SUPPL ASSESS..... 380.00	DWS CONV FEE..... .00	
	JAIL HB2562..... 2800.00	STATE OBLIG ..... .00	
NON-COST COURT... .00	NON-COST COURT... 1701.68	VICTIM ASSIST..... .00	
	SMALL CLAIMS..... .00	JAIL 40% 78.80	
COURT SECURITY... .00	COURT SECURITY... .00	LEMLA..... 30.00	REFUNDS..... 156.51
	OFFENSE SURCHG... 5.34	IDP..... .00	COLL. AGY. .... .00
	ATTORNEY FEES..... 611.00	COURT SECURITY... 51.79	
TOTAL CITY .00 **	TOTAL COUNTY 39994.28 **	SECTION 6B-CFA 8469.00	
		TOTAL STATE 18097.97 **	

I CERTIFY THAT THIS IS A TRUE STATEMENT OF FINES LEVIED AND COLLECTED AND BAIL BONDS FORFEITED IN THIS COURT DURING THE MONTH OF SEPTEMBER 2017

SIGNED _____
 TITLE--JUSTICE CT JUDGE DATE 10/05/17

Roberta Lutcher

From: Melissa Ross
Sent: Wednesday, October 04, 2017 4:04 PM
To: DL_Sheriffs Office
Cc: Kim Cutsforth; Karen Wolff; Melissa Lindsay; Don Russell; Jim Doherty; Roberta Lutcher
Subject: FW: Aaron Haak Update

Some great news to pass along from Undersheriff Bowles. Welcome back Aaron! -Melissa

Melissa A. Ross
Administrative Lieutenant / PIO
Morrow County Sheriff's Office
mross@co.morrow.or.us
325 Willow View Drive
Post Office Box 159
Heppner, OR 97836
Dispatch 541.676.5317
Desk 541.676.2533
Fax 541.676.5577

From: John Bowles
Sent: Wednesday, October 4, 2017 3:47 PM
To: Melissa Ross <mross@co.morrow.or.us>
Subject: Aaron Haak Update

All,

On Monday, October 2, 2017 a grand jury found no criminal wrongdoing in deputy Aaron Haak's September 22, 2017 shooting of an armed man.

I would like to thank everyone for being so supportive of Deputy Haak and his family during this difficult situation.

I'm happy to report Aaron is doing well and has been cleared to return to duty on Wednesday, October 4, 2017.

Information released by
Undersheriff John A. Bowles

Sent from my iPhone



ENERGY FACILITY SITING COUNCIL

Barry Beyeler, Chair ■ Renee Dowlin, Vice Chair ■ Betty Roppe ■ Direlle Calica ■ Hanley Jenkins II ■ Jack Billings ■ Marcy Grail

Energy Facility Siting Council Meeting Notice and Agenda

Oxford Suites Portland – Jantzen Beach
12226 N. Jantzen Drive
Portland, OR 97217

Thursday, October 19, 2017 – 1:00 p.m.

Please Note: Every effort will be made to consider items as they are indicated. However, the Council agenda and the order of agenda items are subject to change.

A. Consent Calendar (Information and Action Items) – Council Secretary Report and other routine Council business.

B. Rulemaking: Amendment Processes (Action Item) – Jason Sierman, Rulemaking Coordinator. After considering all the comments received on the record for this rulemaking, the Council will deliberate and decide whether to approve final rule language and/or whether to provide additional direction to staff.

C. The Climate Trust Annual Update (Information Item) – Sean Penrith and Sheldon Zakreski, The Climate Trust. The Council will receive an annual presentation from The Climate Trust.

D. Financial Assurance Update (Action Item) – Maxwell Woods, Senior Policy Advisor. The Council will consider adding Liberty Mutual Insurance Company to its list of pre-approved financial institutions for financial assurance.

E. Nolin Hills Wind Power Project, Appointment of Special Advisory Group (Action Item) – Maxwell Woods, Senior Policy Advisor. Council will appoint the Umatilla County Board of Commissioners as a Special Advisory Group for the Nolin Hills Wind Power Project.

F. Eugene to Medford, Request for Amendment 4 of Site Certificate, Appointment of Special Advisory Groups (Action Item) – Maxwell Woods, Senior Policy Advisor. Council will appoint the Josephine County Board of Commissioners and City of Rogue River City Council as Special Advisory Groups, and re-affirm the appointment of the Jackson County Board of Commissioners, for the PacifiCorp Eugene-Medford Transmission Line Facility Request for Amendment 4 (Sams Valley Reinforcement Project).

G. Boardman Solar Energy, Hearing Officer Appointment (Action Item) – Maxwell Woods, Senior Policy Advisor. Council will consider appointment of a Hearing Officer for the contested case proceeding on the proposed order (to be issued at a later date) for the proposed Boardman Solar Energy project.

Public Comment – This time is reserved for the public to address the Council regarding any item within the Council’s jurisdiction that is not otherwise closed for comment.

Adjourn

Anticipated Future Energy Facility Siting Council Meetings: November 16-17; December 14-15.
(Locations, TBD)

To participate by teleconference please call toll-free: 1-877-873-8017 and enter code 799345.

To register for the meeting’s webinar:

<https://connect9.uc.att.com/service32/meet/?ExEventID=8799345>

To prepare in advance for the conference (for all devices):

<https://connect9.uc.att.com/service32/Prepare/>

Meeting Materials associated with the agenda items are available at:

<http://www.oregon.gov/energy/facilities-safety/facilities/Pages/Council-Meetings.aspx>

Requests to the Council to Address an Issue:

Pursuant to OAR 345-011-0035, the public may ask the Council formally to address relevant issues within the Council’s jurisdiction at future meetings. Please be sure to include information about why the issue should be on the agenda. Your request must be in writing and received at least 14 days before the Council meeting.

To ask the Council to address an issue, call or write:

EFSC Secretary

Toll-Free (in Oregon): 1-800-221-8035

Energy Siting Division/ODOE

Phone: 503-378-8328

550 Capitol St. NE

<http://www.oregon.gov/energy/facilities-safety/facilities>

Salem, OR 97301-3737

Americans with Disabilities Act: The Oregon Department of Energy will make reasonable accommodations upon request. Please contact us at least 72 hours before the meeting. Call Megan Boardman at 503-378-3895; Fax 503-373-7806, or toll free in Oregon 800-221-8035. TTY users should call the Oregon Relay Service at 711.