

MORROW COUNTY BOARD OF COMMISSIONERS MEETING AGENDA
Wednesday, June 27, 2018 at 9:00 a.m.
Bartholomew Building Upper Conference Room
110 N. Court St., Heppner, Oregon
AMENDED

1. **Call to Order and Pledge of Allegiance - 9:00 a.m.**
2. **City/Citizen Comments:** Individuals may address the Board on issues not on the agenda
3. **Open Agenda:** The Board may introduce subjects not already on the agenda
4. **Consent Calendar**
 - a. Accounts Payable dated June 28th
 - b. Oregon Health Authority Public Health Agreement Amendments – Agreement #154124 Amendment 6; Agreement #142381 Amendment 2
 - c. Department of Revenue Annual Intergovernmental Services Agreement for Tax Lot Mapping
 - d. Resolution No. R-2018-15 – Interfund Loan
5. **Public Hearing – Supplemental Budget Resolution No. R-2018-14**
6. **Department Reports**
 - a. Treasurer’s Monthly Report (Gayle Gutierrez, Treasurer)
7. **Business Items**
 - a. Wheatridge Wind Energy Facility Discussion: Amendment 2 and Energy Facility Siting Council Agenda (Carla McLane, Planning Director)
 - ~~b. Request for Temporary Employee (Darrell Green, Administrator)~~
8. **Department Reports, continued**
 - a. Fair Office Quarterly Report (Ann Jones, Fair Secretary)
 - b. Road Department Monthly Report (Matt Scrivner, Public Works Director)
 - c. Administrator’s Monthly Report (Darrell Green, Administrator)
9. **Correspondence**
10. **Commissioner Reports**
11. **Signing of documents**
12. **Executive Session:** Pursuant to ORS 192.660(2)(f) – To consider information or records that are exempt by law from public inspection
13. **Executive Session:** Pursuant to ORS 192.660(2)(a) – To consider the employment of a public officer, employee, staff member or individual agent
14. **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 Darrell J. Green, Administrator at (541) 676-2529.



AGENDA ITEM COVER SHEET
 Morrow County Board of Commissioners
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(For BOC Use)
 Item #
 46i

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

Staff Contact: Sheree Smith Phone Number (Ext): 5212
 Department: Health Requested Agenda Date:
 Short Title of Agenda Item: **OHA AGREEMENT #154124 Amendment #6**

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

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

N/A Purchase Pre-Authorizations, Contracts & Agreements

Contractor/Entity: **Oregon Health Authority**
 Contractor/Entity Address: **Public Health Division**
 Effective Dates – From: **7/1/18** Through: **06/30/19**
 Total Contract Amount: **\$261,992** Budget Line: **Mult (All OHA Funded Programs)**
 Does the contract amount exceed \$5,000? Yes No

Reviewed By:

Sheree Smith	6/11/18	Department Head	Required for all BOC meetings
	6/25/18	Admin. Officer/BOC Office	Required for all BOC meetings
Justin Nelson	Per Email 6/14/18	County Counsel	*Required for all legal documents
Kate Knop	Per Email 6/20/18	Finance Office	*Required for all contracts; other items as appropriate.
		Human Resources	*If appropriate

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

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

AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

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

The OHA IGA allocates funding identified by Program Element (PE) number, with specific requirements for each program. The OHA IGAs are allocated on a Biennium (2 yr) basis and the current agreement #154124 is for FY 2017 to 2019 . This specific agreement is Amendment #6 and the total amount of funding awarded for the July 1st, 2018 to June 30th, 2019 time period is \$261,992.

2. FISCAL IMPACT:

Needed funding to continue the programs we currently offer and will not result in any changes in staffing level; FTE will remain the same.

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

Following review and approval of County Counsel and Finance, BOC or County Administrator to review, approve and sign the Contract so that it can be returned to the State and funds dispersed in FY 2019.

Attach additional background documentation as needed.

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.

AGREEMENT #154124

AMENDMENT #6

**AMENDED AND RESTATED
2017-2019 INTERGOVERNMENTAL AGREEMENT
FOR THE FINANCING OF PUBLIC HEALTH SERVICES**

This 2017-19 Intergovernmental Agreement for the Financing of Public Health Services (the "Agreement") is between the State of Oregon acting by and through its Oregon Health Authority ("OHA") and Morrow County Health Department, the entity designated, pursuant to ORS 431.003, as the Local Public Health Authority for Morrow County ("LPHA").

This Agreement, as originally adopted effective July 1, 2017, and as previously amended, is hereby further amended and restated in its entirety. This amendment and restatement of this Agreement do not affect its terms and conditions for Work prior to the effective date of this Amended and Restated Agreement.

RECITALS

WHEREAS, ORS 431.110, 431.115 and 431.413 authorizes OHA and LPHA to collaborate and cooperate in providing for basic public health services in the state, and in maintaining and improving public health services through county or district administered public health programs;

WHEREAS, ORS 431.250 and 431.380 authorize OHA to receive and disburse funds made available for public health purposes;

WHEREAS, LPHA has established and proposes, during the term of this Agreement, to operate or contract for the operation of public health programs in accordance with the policies, procedures, and administrative rules of OHA;

WHEREAS, LPHA has requested financial assistance from OHA to operate or contract for the operation of LPHA's public health programs;

WHEREAS, OHA is willing, upon the terms and conditions of this Agreement, to provide financial assistance to LPHA to operate or contract for the operation of LPHA's public health programs.

WHEREAS, nothing in this Agreement shall limit the authority of OHA to enforce public health laws and rules in accordance with ORS 431.170 whenever LPHA administrator fails to administer or enforce ORS 431.001 to 431.550 and 431.990 and any other public health law or rule of this state.

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

AGREEMENT

- Effective Date and Duration.** This Amended and Restated Agreement shall become effective on July 1, 2018 regardless of the date of signature. Unless terminated earlier in accordance with its terms, this Agreement shall expire on June 30, 2019.
- Agreement Documents, Order of Precedence.** This Agreement consists of the following documents:

This Agreement without Exhibits

[Exhibit A](#) [Definitions](#)

[Exhibit B](#) [Program Element Descriptions](#)

- Exhibit C Financial Assistance Award and Revenue and Expenditure Reporting Forms
- Exhibit D Special Terms and Conditions
- Exhibit E General Terms and Conditions
- Exhibit F Standard Terms and Conditions
- Exhibit G Required Federal Terms and Conditions
- Exhibit H Required Subcontract Provisions
- Exhibit I Subcontractor Insurance Requirements
- Exhibit J Information Required by 2 CFR Subtitle B with guidance at 2 CFR Part 200

In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence shall control. The precedence of each of the documents comprising this Agreement is as follows, listed from highest precedence to lowest precedence: this Agreement without Exhibits, Exhibit G, Exhibit A, Exhibit C, Exhibit D, Exhibit B, Exhibit F, Exhibit E, Exhibit H, Exhibit I, and Exhibit J.

EACH PARTY, BY EXECUTION OF THIS AGREEMENT, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

3. SIGNATURES.

STATE OF OREGON, ACTING BY AND THROUGH ITS OREGON HEALTH AUTHORITY

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

MORROW COUNTY LOCAL PUBLIC HEALTH AUTHORITY

By: _____
Name: _____
Title: _____
Date: _____

DEPARTMENT OF JUSTICE – APPROVED FOR LEGAL SUFFICIENCY

Agreement form group-approved by D. Kevin Carlson, Senior Assistant Attorney General, Tax and Finance Section, General Counsel Division, Oregon Department of Justice by email on May 8, 2018, copy of email approval in Agreement file.

REVIEWED BY:

OHA PUBLIC HEALTH ADMINISTRATION

By: _____
Name: Mai Quach (or designee)
Title: Program Support Manager
Date: _____

**EXHIBIT A
DEFINITIONS**

As used in this Agreement, the following words and phrases shall have the indicated meanings. Certain additional words and phrases are defined in the Program Element Descriptions. When a word or phrase is defined in a particular Program Element Description, the word or phrase shall not have the ascribed meaning in any part of this Agreement other than the particular Program Element Description in which it is defined.

1. **“Agreement”** means this 2017-2019 Intergovernmental Agreement for the Financing of Public Health Services.
2. **“Agreement Settlement”** means OHA’s reconciliation, after termination or expiration of this Agreement, of amounts OHA actually disbursed to LPHA with amounts that OHA is obligated to pay to LPHA under this Agreement from the Financial Assistance Award, based on allowable expenditures as properly reported to OHA in accordance with this Agreement. OHA reconciles disbursements and payments on an individual Program Element basis.
3. **“Allowable Costs”** means the costs described in 2 CFR Part 200 or 45 CFR Part 75, as applicable, except to the extent such costs are limited or excluded by other provisions of this Agreement, whether in the applicable Program Element Descriptions, the Special Terms and Conditions, the Financial Assistance Award, or otherwise.
4. **“CFDA”** mean the Catalog of Federal Domestic Assistance.
5. **“Claims”** has the meaning set forth in Section 1 of Exhibit F.
6. **“Conference of Local Health Officials” or “CLHO”** means the Conference of Local Health Officials created by ORS 431.330.
7. **“Contractor” or “Sub-Recipient”** are terms which pertain to the accounting and administration of federal funds awarded under this Agreement. In accordance with the State Controller’s Oregon Accounting Manual, policy 30.40.00.102, OHA has determined that LPHA is a Sub-Recipient of federal funds and a Contractor of federal funds as further identified in Section 16 “Program Element” above.
8. **“Federal Funds”** means all funds paid to LPHA under this Agreement that OHA receives from an agency, instrumentality or program of the federal government of the United States.
9. **“Financial Assistance Award” or “FAA”** means the description of financial assistance set forth in Exhibit C, “Financial Assistance Award,” attached hereto and incorporated herein by this reference; as such Financial Assistance Award may be amended from time to time.
10. **“Grant Appeals Board”** has the meaning set forth in Exhibit E. Section 1.c.(3)(b)ii.A.
11. **“HIPAA Related”** means the requirements in Exhibit D, Section 2 “HIPAA Compliance” applied to a specific Program Element.
12. **“LPHA”** has the meaning set forth in ORS 431.003.
13. **“LPHA Client”** means, with respect to a particular Program Element service, any individual who is receiving that Program Element service from or through LPHA.
14. **“Medicaid”** means federal funds received by OHA under Title XIX of the Social Security Act and Children’s Health Insurance Program (CHIP) funds administered jointly with Title XIX funds as part of the state medical assistance program by OHA.

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15. **“Misexpenditure”** means funds, disbursed to LPHA by OHA under this Agreement and expended by LPHA that is:
- a. Identified by the federal government as expended contrary to applicable statutes, rules, OMB Circulars, 2 CFR Subtitle B with guidance at 2 CFR Part 200, or 45 CFR Part 75, as applicable, or any other authority that governs the permissible expenditure of such funds for which the federal government has requested reimbursement by the State of Oregon, whether in the form of a federal determination of improper use of federal funds, a federal notice of disallowance, or otherwise; or
 - b. Identified by the State of Oregon or OHA as expended in a manner other than that permitted by this Agreement, including without limitation any funds expended by LPHA, contrary to applicable statutes, rules, OMB Circulars, 2 CFR Subtitle B with guidance at 2 CFR Part 200, or 45 CFR Part 75, as applicable, or any other authority that governs the permissible expenditure of such funds; or
 - c. Identified by the State of Oregon or OHA as expended on the delivery of a Program Element service that did not meet the standards and requirements of this Agreement with respect to that service.
16. **“Oregon Health Authority” or “OHA”** means the Oregon Health Authority of the State of Oregon.
17. **“Program Element”** means any one of the following services or group of related services as described in Exhibit B “Program Element Descriptions”, in which costs are covered in whole or in part with financial assistance pursuant to Exhibit C, “Financial Assistance Award,” of this Agreement.

2018-2019 PROGRAM ELEMENTS (PE)

PE NUMBER AND TITLE • SUB-ELEMENT(S)	FUND TYPE	FEDERAL AGENCY/ GRANT TITLE	CFDA#	HIPAA RELATED (Y/N)	SUB-RECIPIENT (Y/N)
PE 01 State Support for Public Health (SSPH)	GF	n/a	n/a	N	N
PE 03 Tuberculosis Services	GF/FF	CDC/TB Prevention and Control	93.116	N	Y
PE 10 Sexually Transmitted Disease (STD)	GF/FF	CDC/Preventative Health Services Sexually Transmitted Diseases Control Grants	93.977	N	Y
PE 12 Public Health Emergency Preparedness Program (PHEP)	FF	CDC/Public Health Emergency Preparedness	93.069	N	Y
PE 13 Tobacco Prevention and Education Program (TPEP)	OF			N	N
PE 41 Reproductive Health Program	FF	DHHS/Family Planning Services	93.217	Y	Y
PE 42 Maternal, Child and Adolescent Health (MCAH) Services	GF/FF	HRSA/Maternal & Child Health Block Grants Medicaid Assistance Program Title XIX Medicaid Admin/Medical Assistance Program	93.994 93.778	Y	Y
PE 43 Immunization Services	GF/FF	Title XIX Medicaid Admin/Medical Assistance Program	93.778	N	N

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PE NUMBER AND TITLE • SUB-ELEMENT(S)	FUND TYPE	FEDERAL AGENCY/ GRANT TITLE	CFDA#	HIPAA RELATED (Y/N)	SUB-RECIPIENT (Y/N)
PE 44 School-Based Health Centers (SBHC)	GF	n/a	n/a	N	N

18. **“Program Element Description”** means a description of the services required under this Agreement, as set forth in Exhibit B.
19. **“Subcontract”** has the meaning set forth in Exhibit E “General Terms and Conditions” Section 3.
20. **“Subcontractor”** has the meaning set forth in Exhibit E “General Terms and Conditions, Section 3. As used in a Program Element Description and elsewhere in this Agreement where the context requires, Subcontractor also includes LPHA if LPHA provides services described in the Program Element directly.
21. **“Underexpenditure”** means money disbursed to LPHA by OHA under this Agreement that remains unexpended by LPHA at Agreement termination.

**EXHIBIT B
PROGRAM ELEMENT DESCRIPTIONS**

Program Element #01: State Support for Public Health (SSPH)

1. **Description.** Funds provided under this Agreement for this Program Element may only be used in accordance with, and subject to, the requirements and limitations set forth below, to operate a Communicable Disease control program in LPHA's service area that includes the following components: (a) epidemiological investigations that report, monitor and control Communicable Disease, (b) diagnostic and consultative Communicable Disease services, (c) early detection, education, and prevention activities to reduce the morbidity and mortality of reportable Communicable Diseases, (d) appropriate immunizations for human and animal target populations to control and reduce the incidence of Communicable Diseases, and (e) collection and analysis of Communicable Disease and other health hazard data for program planning and management.

Communicable Diseases affect the health of individuals and communities throughout Oregon. Disparities exist for populations that are at greatest risk, while emerging Communicable Diseases pose new threats to everyone. The vision of the foundational Communicable Disease Control program is to ensure that everyone in Oregon is protected from Communicable Disease threats through Communicable Disease and Outbreak reporting, investigation, and application of public health control measures such as isolation, post-exposure prophylaxis, education, or other measures as warranted by investigative findings.

All changes to this Program Element are effective upon receipt of grant award unless otherwise noted in Exhibit C of the Financial Assistance Award.

2. **Definitions Specific to State Support for Public Health**

- a. **Case:** A person who has been diagnosed by a health care provider, as defined in OAR 333-017-0000, as having a particular disease, infection, or condition as described in OAR 333-018-0015, or whose illness meets defining criteria published in the OHA's Investigative Guidelines.
- b. **Communicable Disease:** A disease or condition, the infectious agent of which may be transmitted to and cause illness in a human being.
- c. **Outbreak:** A significant or notable increase in the number of Cases of a disease or other condition of public health importance (ORS 431A.005).
- d. **Reportable Disease:** Any of the diseases or conditions specified in Oregon Administrative Rule 333-018-0015.

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

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

Program Components	Foundational Program					Foundational Capabilities						
	CD Control	Prevention and health promotion	Environmental health	Population Health	Access to clinical preventive services	Leadership and organizational competencies	Health equity and cultural responsiveness	Community Partnership Development	Assessment and Epidemiology	Policy & Planning	Communications	Emergency Preparedness and Response
<i>Asterisk (*) = Primary foundational program that aligns with each component</i> <i>X = Other applicable foundational programs</i>						<i>X = Foundational capabilities that align with each component</i>						
Epidemiological investigations that report, monitor and control Communicable Disease (CD).	*						X		X			X
Diagnostic and consultative CD services.	*								X			
Early detection, education, and prevention activities.	*						X		X		X	
Appropriate immunizations for human and animal target populations to reduce the incidence of CD.	*			X			X					
Collection and analysis of CD and other health hazard data for program planning and management.	*						X		X	X		X

b. The work in this Program Element helps Oregon’s governmental public health system achieve the following Public Health Accountability Metric:

Gonorrhea rates

c. The work in this Program Element helps Oregon’s governmental public health system achieve the following Public Health Modernization Process Measure:

- (1) Percent of gonorrhea Cases that had at least one contact that received treatment; and
- (2) Percent of gonorrhea Case reports with complete “priority” fields.

4. **Procedural and Operational Requirements.** By accepting and using the Financial Assistance awarded under this Agreement and for this Program Element, LPHA agrees to conduct activities in accordance with the following requirements:
 - a. LPHA must operate its Communicable Disease program in accordance with the Requirements and Standards for the Control of Communicable Disease set forth in ORS Chapters 431, 432, 433 and 437 and OAR Chapter 333, Divisions 12, 17, 18, 19 and 24, as such statutes and rules may be amended from time to time.
 - b. LPHA must use all reasonable means to investigate in a timely manner all reports of Reportable Diseases, infections, or conditions. To identify possible sources of infection and to carry out appropriate control measures, the LPHA Administrator shall investigate each report following procedures outlined in OHA's Investigative Guidelines or other procedures approved by OHA. OHA may provide assistance in these investigations, in accordance with OAR 333-019-0000. Investigative guidelines are available at:
<http://www.oregon.gov/oha/PH/DiseasesConditions/CommunicableDisease/ReportingCommunicableDisease/ReportingGuidelines/Pages/index.aspx>
 - c. As part of its Communicable Disease control program, LPHA must, within its service area, investigate the Outbreaks of Communicable Diseases, institute appropriate Communicable Disease control measures, and submit required information regarding the Outbreak to OHA in Orpheus as prescribed in OHA CD Investigative Guidelines available at:
<http://www.oregon.gov/oha/PH/DiseasesConditions/CommunicableDisease/ReportingCommunicableDisease/ReportingGuidelines/Pages/index.aspx>
 - d. LPHA must establish and maintain a single telephone number whereby physicians, hospitals, other health care providers, OHA and the public can report Communicable Diseases and Outbreaks to LPHA 24 hours a day, 365 days a year. LPHA may employ an answering service or 911 system, but the ten-digit number must be available to callers from outside the local emergency dispatch area, and LPHA must respond to and investigate reported Communicable Diseases and Outbreaks.
 - e. LPHA must attend Communicable Disease 101 and Communicable Disease 303 training.
 - f. LPHA must attend monthly Orpheus user group meetings or monthly Orpheus training webinars.
5. **General Revenue and Expense Reporting.** LPHA must complete an "Oregon Health Authority Public Health Division Expenditure and Revenue Report" located in Exhibit C of this Agreement. These reports must be submitted to OHA by the 25th of the month following the end of the first, second and third quarters, and no later than 50 calendar days following the end of the fourth quarter (or 12 month period).
6. **Reporting Requirements.** Not applicable.
7. **Performance Measures.**

LPHA must operate its Communicable Disease control program in a manner designed to make progress toward achieving the following Public Health Modernization Process Measures:

 - a. Percent of gonorrhea Cases that had at least one contact that received treatment; and
 - b. Percent of gonorrhea Case reports with complete "priority" fields.

Program Element #03: Tuberculosis Services

1. **Description.** Funds provided under this Agreement for this Program Element may only be used in accordance with, and subject to, the requirements and limitations set forth below, to deliver Tuberculosis Services.

ORS 433.006 and Oregon Administrative Rule 333-019-0000 assign responsibility to LPHA for Tuberculosis (“TB”) investigations and implementation of TB control measures within LPHA’s service area. The funds provided under this Agreement for this Program Element may only be used, as supplemental funds to support LPHA’s TB investigation and control efforts and are not intended to be the sole funding for LPHA’s TB investigation and control program.

Pulmonary tuberculosis is an infectious disease that is airborne. Treatment for TB disease must be provided by Directly Observed Therapy to ensure the patient is cured and prevent the resistance of drug resistant TB. Screening and treating Contacts stops disease transmission. Tuberculosis prevention and control is a priority in order to protect the population from communicable disease and is included in the State Health Improvement Plan (SHIP). The priority outcome measure is to reduce the incidence of TB disease among U.S. born person in Oregon to .4 Cases per 100,000 by 2020.

All changes to this Program Element are effective upon receipt of grant award unless otherwise noted in Exhibit C of the Financial Assistance Award.

2. **Definitions Specific to TB Services**

- a. **Active TB Disease:** TB disease in an individual whose immune system has failed to control his or her TB infection and who has become ill with Active TB Disease, as determined in accordance with the Centers for Disease Control and Prevention’s (CDC) laboratory or clinical criteria for Active TB Disease and based on a diagnostic evaluation of the individual.
- b. **Appropriate Therapy:** Current TB treatment regimens recommended by the CDC, the American Thoracic Society, the Academy of Pediatrics, and the Infectious Diseases Society of America.
- c. **Associated Cases:** Additional Cases of TB disease discovered while performing a Contact investigation.
- d. **B-waiver Immigrants:** Immigrants or refugees screened for TB prior to entry to the U.S. and found to have TB disease or LTB Infection.
- e. **Case:** A Case is an individual who has been diagnosed by a health care provider, as defined in OAR 333-017-0000, as having a reportable disease, infection, or condition, as described in OAR 333-018-0015, or whose illness meets defining criteria published in OHA’s Investigative Guidelines.
- f. **Cohort Review:** A systematic review of the management of patients with TB disease and their Contacts. The “cohort” is a group of TB Cases counted (confirmed as Cases) over 3 months. The Cases are reviewed 6-9 months after being counted to ensure they have completed treatment or are nearing the end. Details of the management and outcomes of TB Cases are reviewed in a group with the information presented by the case manager.
- g. **Contact:** An individual who was significantly exposed to an infectious Case of Active TB Disease.
- h. **Directly Observed Therapy (DOT):** LPHA staff (or other person appropriately designated by the LPHA) observes an individual with TB disease swallowing each dose of TB medication to assure adequate treatment and prevent the development of drug resistant TB.

- i. **Evaluated (in context of Contact investigation):** A Contact received a complete TB symptom review and tests as described in OHA's Investigative Guidelines.
 - j. **Interjurisdictional Transfer:** A Suspected Case, TB Case or Contact transferred for follow-up evaluation and care from another jurisdiction either within or outside of Oregon.
 - k. **Investigative Guidelines:** OHA guidelines, which are incorporated herein by this reference are available for review at:
<http://public.health.oregon.gov/DiseasesConditions/CommunicableDisease/Tuberculosis/Documents/investigativeguide.pdf>.
 - l. **Latent TB Infection (LTBI):** TB disease in a person whose immune system is keeping the TB infection under control. LTBI is also referred to as TB in a dormant stage.
 - m. **Medical Evaluation:** A complete Medical Examination of an individual for TB including a medical history, physical examination, TB skin test or interferon gamma release assay, chest x-ray, and any appropriate molecular, bacteriologic, histologic examinations.
 - n. **Suspected Case:** A Suspected Case is an individual whose illness is thought by a health care provider, as defined in OAR 333-017-0000, to be likely due to a reportable disease, infection, or condition, as described in OAR 333-018-0015, or whose illness meets defining criteria published in OHA's Investigative Guidelines. This suspicion may be based on signs, symptoms, or laboratory findings.
 - o. **TB Case Management Services:** Dynamic and systematic management of a Case of TB where a person, known as a TB Case manager, is assigned responsibility for the management of an individual TB Case to ensure completion of treatment. TB Case Management Services requires a collaborative approach to providing and coordinating health care services for the individual. The Case manager is responsible for ensuring adequate TB treatment, coordinating care as needed, providing patient education and counseling, performing Contact investigations and following infected Contacts through completion of treatment, identifying barriers to care and implementing strategies to remove those barriers.
3. **Program Components.** Activities and services delivered under this Program Element align with Foundational Programs and Foundational Capabilities, as defined in [Oregon's Public Health Modernization Manual](#), (http://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public_health_modernization_manual.pdf) as well as with public health accountability outcome and process metrics (if applicable) as follows:

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

Program Components	Foundational Program					Foundational Capabilities						
	CD Control	Prevention and health promotion	Environmental health	Population Health	Access to clinical preventive services Direct services	Leadership and organizational competencies	Health equity and cultural responsiveness	Community Partnership Development	Assessment and Epidemiology	Policy & Planning	Communications	Emergency Preparedness and Response
<i>Asterisk (*) = Primary foundational program that aligns with each component</i>					<i>X = Foundational capabilities that align with each component</i>							
<i>X = Other applicable foundational programs</i>												
TB Case Management Services	*					x	x		x			
TB Contact Investigation and Evaluation	*						x		x			
Participation in TB Cohort Review	*						x					
Evaluation of B-waiver Immigrants	*						x		x			

b. **The work in this Program Element helps Oregon’s governmental public health system achieve the following Public Health Accountability Metric:**

Not applicable

c. **The work in this Program Element helps Oregon’s governmental public health system achieve the following Public Health Modernization Process Measure:**

Not applicable

4. **Procedural and Operational Requirements.** By accepting and using the Financial Assistance awarded under this Agreement and for this Program Element, LPHA agrees to conduct activities in accordance with the following requirements:

a. LPHA must include the following minimum TB services in its TB investigation and control program if that program is supported in whole or in part with funds provided under this Agreement: TB Case Management Services, as defined above and further described below and in OHA’s Investigative Guidelines.

b. **TB Case Management Services.** LPHA’s TB Case Management Services must include the following minimum components:

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- (1)** LPHA must investigate and monitor treatment for each Case and Suspected Case of Active TB Disease identified by or reported to LPHA whose residence is in LPHA's jurisdiction, to confirm the diagnosis of TB and ensure completion of adequate therapy.
 - (2)** LPHA must require individuals who reside in LPHA's jurisdiction and who LPHA suspects of having Active TB Disease, to receive appropriate Medical Examinations and laboratory testing to confirm the diagnosis of TB and response to therapy, through the completion of treatment. LPHA must assist in arranging the laboratory testing and Medical Examination, as necessary.
 - (3)** LPHA must provide medication for the treatment of TB disease to all individuals who reside in LPHA's jurisdiction and who have TB disease but who do not have the means to purchase TB medications or for whom obtaining or using identified means is a barrier to TB treatment compliance. LPHA must monitor, at least monthly and in person, individuals receiving medication(s) for adherence to treatment guidelines, medication side effects, and clinical response to treatment.
 - (4)** DOT is the standard of care for the treatment of TB disease. Cases of TB disease should be treated via DOT. If DOT is not utilized, OHA's TB Program must be consulted.
 - (5)** OHA's TB Program must be consulted prior to initiation of any TB treatment regimen which is not recommended by the most current CDC, American Thoracic Society and Infectious Diseases Society of America TB treatment guideline.
 - (6)** LPHA may assist the patient in completion of treatment for TB disease by utilizing the below methods. Methods to ensure adherence should be documented.
 - (a)** Proposed interventions for assisting the individual to overcome obstacles to treatment adherence (e.g. assistance with transportation).
 - (b)** Proposed use of incentives and enablers to encourage the individual's compliance with the treatment plan.
 - (7)** With respect to each Case of TB disease within LPHA's jurisdiction that is identified by or reported to LPHA, LPHA must perform a Contact investigation to identify Contacts, Associated Cases and source of infection. The LPHA must evaluate all located Contacts, or confirm that all located Contacts were advised of their risk for TB infection and disease.
 - (8)** LPHA must offer or advise each located Contact identified with TB infection or disease, or confirm that all located Contacts were offered or advised, to take Appropriate Therapy and must monitor each Contact who starts treatment through the completion of treatment (or discontinuation of treatment).
- c.** If LPHA receives in-kind resources under this Agreement in the form of medications for treating TB, LPHA must use those medications to treat individuals for TB. In the event of a non-TB related emergency (i.e. meningococcal contacts), with notification to TB Program, the LPHA may use these medications to address the emergent situation.
 - d.** LPHA must present TB Cases through participation in the quarterly Cohort Review. If the LPHA is unable to present the Case at the designated time, other arrangements must be made in collaboration with OHA.
 - e.** LPHA must accept B-waivers Immigrants and Interjurisdictional Transfers for evaluation and follow-up, as appropriate for LPHA capabilities.

- f. If LPHA contracts with another person to provide the services required under this Program Element, the in-kind resources in the form of medications received by LPHA from OHA must be provided, free of charge, to the contractor for the purposes set out in this Program Element and the contractor must comply with all requirements related to such medications unless OHA informs LPHA in writing that the medications cannot be provided to the contractor. The LPHA must document the medications provided to a contractor under this Program Element.
5. **General Revenue and Expense Reporting.** LPHA must complete an “Oregon Health Authority Public Health Division Expenditure and Revenue Report” located in Exhibit C of this Agreement. These reports must be submitted to OHA by the 25th of the month following the end of the first, second and third quarters, and no later than 50 calendar days following the end of the fourth quarter (or 12 month period).
6. **Reporting Requirements.** LPHA must prepare and submit the following reports to OHA:
 - a. LPHA must notify OHA’s TB Program of each Case or Suspected Case of Active TB Disease identified by or reported to LPHA no later than 5 business days within receipt of the report (OR – within 5 business days of the initial case report), in accordance with the standards established pursuant to OAR 333-018-0020. In addition, LPHA must, within 5 business days of a status change of a Suspected Case of TB disease previously reported to OHA, notify OHA of the change. A change in status occurs when a Suspected Case is either confirmed to have TB disease or determined not to have TB disease. LPHA must utilize OHA’s “TB Disease Case Report Form” and ORPHEUS for this purpose. After a Case of TB disease has concluded treatment, case completion information must be sent to OHA’s TB Program utilizing the “TB Disease Case Report Form” and ORPHEUS within 5 business days of conclusion of treatment.
 - b. LPHA must submit data regarding Contact investigation via ORPHEUS or other mechanism deemed acceptable. Contact investigations are not required for strictly extrapulmonary cases. Consult with local medical support as needed.
7. **Performance Measures.** If LPHA uses funds provided under this Agreement to support its TB investigation and control program, LPHA must operate its program in a manner designed to achieve the following national TB performance goals:
 - a. For patients with newly diagnosed TB disease for whom 12 months or less of treatment is indicated, **93.0% will complete treatment within 12 months.**
 - b. For TB patients with positive acid-fast bacillus (AFB) sputum-smear results, **100.0% (of patients) will be elicited for Contacts.**
 - c. For Contacts of sputum AFB smear-positive TB Cases, **93.0% will be Evaluated for infection and disease.**
 - d. For Contacts of sputum AFB smear-positive TB Cases with newly diagnosed LTBI, **88.0% will start treatment.**
 - e. For Contacts of sputum AFB smear-positive TB Cases that have started treatment for newly diagnosed LTBI, **79.0% will complete treatment.**
 - f. For TB Cases in patients ages 12 years or older with a pleural or respiratory site of disease, **95% will have a sputum culture result reported.**

Program Element #10: Sexually Transmitted Diseases (STD) Client Services

1. **Description.** Funds provided under this Agreement for this Program Element may only be used in accordance with, and subject to, the requirements and limitations set forth below, to deliver Sexually Transmitted Diseases (STD) Client Services to protect the health of Oregonians from infectious disease and to prevent the long-term adverse consequences of failing to identify and treat STDs. Services may include, but are not limited to, case finding and disease surveillance, partner services, medical supplies, health care provider services, examination rooms, clinical and laboratory diagnostic services, treatment, prevention, intervention, education activities, and medical follow-up.

STDs are a significant health problem in Oregon, with over 22,000 new cases every year. STDs pose a threat to immediate and long-term health and well-being. In addition to increasing a person's risk for acquiring and transmitting HIV infection, STDs can lead to severe reproductive health complications. Reducing rates of gonorrhea and early syphilis are a priority in order to protect the population from communicable disease and are included in the State Health Improvement Plan located at:

(<http://www.oregon.gov/oha/ph/about/pages/healthimprovement.aspx>)

All changes to this Program Element are effective upon receipt of grant award unless otherwise noted in Exhibit C of the Financial Assistance Award.

2. **Definitions Specific to Sexually Transmitted Diseases (STD) Client Services.**

- a. **Reportable STDs:** A Reportable STD is the diagnosis of an individual infected with any of the following infections or syndromes: Chancroid, Chlamydia, Gonorrhea, , and Syphilis, as further described in Division 18 of OAR Chapter 333, and HIV, as further described in ORS Chapter 433.
- b. **In-Kind Resources:** Tangible goods or supplies having a monetary value that is determined by OHA. Examples of such In-Kind Resources include goods such as condoms, lubricant packages, pamphlets, and antibiotics for treating STDs. If the LPHA receives In-Kind Resources under this Agreement in the form of medications for treating STDs, LPHA must use those medications to treat individuals for STDs as outlined in Section 4.d. of this Program Element. In the event of a non-STD related emergency, with notification to the OHA STD program, the LPHA may use these medications to address the emergent situation. If the LPHA self certifies as a 340B STD clinic site and receives reimbursement for 340B medications from OHA, they shall ensure these medications are used in accordance with the Health Resources and Services Administration (HRSA) Office of Pharmacy Affairs regulations regarding "340B Drug Pricing Program."
- c. **Technical Assistance Resources:** Those services of OHA HIV/STD Prevention staff, that OHA makes available to LPHA to support the LPHA's delivery of STD Client Services which include advice, training, problem solving and consultation in applying standards, protocols, investigative and/or treatment guidelines to STD case work, partner services follow-up and STD Outbreak response.
- d. **STD Outbreak:** The occurrence of an increase in cases of previously targeted priority disease type in excess of what would normally be expected in a defined community, geographical area or season, and, by mutual agreement of the LPHA and OHA, exceeds the expected routine capacity of the LPHA to address.

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

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

Program Components	Foundational Program					Foundational Capabilities						
	CD Control	Prevention and health promotion	Environmental health	Population Health	Access to clinical preventive services Direct services	Leadership and organizational competencies	Health equity and cultural responsiveness	Community Partnership Development	Assessment and Epidemiology	Policy & Planning	Communications	Emergency Preparedness and Response
<i>Asterisk (*) = Primary foundational program that aligns with each component</i>					<i>X = Foundational capabilities that align with each component</i>							
<i>X = Other applicable foundational programs</i>												
Epidemiological investigations that report, monitor and control Sexually Transmitted Diseases and HIV.	*					X			X			
STD client services (screening, testing, treatment, prevention).	*			X		X		X				
Condom and lubricant distribution.	*					X	X					

b. **The work in this Program Element helps Oregon’s governmental public health system achieve the following Public Health Accountability Metric:**

Gonorrhea rates

c. **The work in this Program Element helps Oregon’s governmental public health system achieve the following Public Health Modernization Process Measure:**

- (1) Percent of gonorrhea cases that had at least one contact that received treatment; and
- (2) Percent of gonorrhea case reports with complete “priority” fields.

4. **Procedural and Operational Requirements.** By accepting and using the Financial Assistance awarded under this Agreement and for this Program Element, LPHA agrees to conduct activities in accordance with the following requirements:

a. LPHA acknowledges and agrees that the LPHA bears the primary responsibility, as described in Divisions 17, 18, and 19, of Oregon Administrative Rules (OAR) Chapter 333, for identifying potential STD Outbreaks within LPHA’s service area, for preventing the incidence of STDs within LPHA’s service area, and for reporting in a timely manner (as in 6.a.) the incidence of Reportable STDs within LPHA’s service area.

- b. LPHA must provide or refer client for STD Client Services in response to an individual seeking such services from LPHA. STD Client Services consist of screening individuals for Reportable STDs and treating individuals infected with Reportable STDs and their sexual partners for the disease.
- c. As required by applicable law, LPHA must provide STD Client Services including case finding, treatment (not applicable for HIV) and prevention activities, to the extent that local resources permit, related to HIV, syphilis, gonorrhea, and chlamydia in accordance with:
 - (1) Oregon Administrative Rules (OAR), Chapter 333, Divisions 17, 18, and 19;
 - (2) “OHA Investigative Guidelines for Notifiable Diseases” which can be found at: <http://bit.ly/OR-IG> ; and,
 - (3) Oregon Revised Statutes (ORS), Chapters 431 & 433.
 - (4) “Centers for Disease Control and Prevention Sexually Transmitted Disease Guidelines” which can be found at: <https://www.cdc.gov/std/treatment/>
- d. OHA may provide, pursuant to this agreement, In-Kind Resources or Technical Assistance to assist LPHA in delivering STD Client Services. If LPHA receives In-Kind Resources under this Agreement in the form of medications for treating STDs, LPHA may use those medications to treat individuals infected with, or suspected of having Reportable STDs or to treat the sex partners of individuals infected with Reportable STDs, subject to the following requirements:
 - (1) The medications must be provided at no cost to the individuals receiving treatment.
 - (2) LPHA must perform a monthly medication inventory and maintain a medication log of all medications supplied to LPHA under this Agreement. Specifically, LPHA must log-in and log-out each dose dispensed.
 - (3) LPHA must log and document appropriate disposal of medications supplied to LPHA under this Agreement which have expired and thereby, prevent their use.
 - (4) If the LPHA self certifies as a 340B STD clinic site and receives reimbursement for 340B medications from OHA, they must only use “340B medications” to treat individuals for STDs in accordance with the Health Resources and Services Administration (HRSA) Office of Pharmacy Affairs regulations regarding “340B Drug Pricing Program”.
 - (5) If LPHA Subcontracts with another person to provide STD Client Services required under this Program Element, the In-Kind Resources in the form of medications received by LPHA from OHA must be provided, free of charge, to the Subcontractor for the purposes set out in this section and the Subcontractor must comply with all requirements related to such medications unless OHA informs LPHA in writing that the medications cannot be provided to the Subcontractor. The LPHA must document the medications provided to a Subcontractor under this section
 - (6) If LPHA receives In-Kind Resources under this Agreement in the form of condoms and lubricant, LPHA may distribute those supplies at no cost to individuals infected with an STD and to other individuals who are at risk for STDs. LPHA may not, under any circumstances, sell condoms supplied to LPHA under this Agreement. LPHA shall store condoms in a cool, dry place to prevent damage and shall check expiration date of condoms at least once annually.

- 5. General Revenue and Expense Reporting.** If LPHA is awarded funds under this Program Element, LPHA must complete an “Oregon Health Authority Public Health Division Expenditure and Revenue Report” located in Exhibit C of this Agreement. These reports must be submitted to OHA by the 25th of the month following the end of the first, second and third quarters, and no later than 50 calendar days following the end of the fourth quarter (or 12 month period).
- 6. Reporting Requirements.**
- a. LPHA must review laboratory and health care provider case reports by the end of the calendar week in which initial laboratory or physician report is made. All confirmed and presumptive cases shall be reported to the OHA HIV/ STD/TB (HST) Program by recording the case in the Oregon Public Health Epi User System (Orpheus), the State’s online integrated disease reporting system.
 - b. LPHA must submit data regarding STD Client Services, risk criteria and demographic information to OHA via direct entry into the centralized ORPHEUS database.
- 7. Performance Measures.**
- LPHA must operate the STD Client Services program in a manner designed to make progress toward achieving the following Public Health Modernization Process Measure:
- a. Percent of gonorrhea cases that had at least one contact that received treatment; and
 - b. Percent of gonorrhea case reports with complete “priority” fields.

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

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

The PHEP shall address mitigation, preparedness, response and recovery phases for public health emergencies through plan development and revision, exercise and response activities based on the 15 Centers for Disease Control and Prevention (CDC) Public Health Preparedness Capabilities. Emergency preparedness is one of the seven foundational capabilities described in the Oregon Public Health Modernization Manual. The foundational capabilities are needed for governmental public health to meet its charge to improve the health of everyone in Oregon. The vision for this foundational capability is as follows: A healthy community is a resilient community that is prepared and able to respond to and recover from public health threats and emergencies.¹

All changes to this Program Element are effective upon receipt of grant award unless otherwise noted in Exhibit C of the Financial Assistance Award.

2. **Definitions Relevant to PHEP Programs Specific to Public Health Emergency Preparedness.**

- a. **Access and Functional Needs:** Means those actions, services, accommodations, and programmatic, architectural, and communication modifications that a covered entity must undertake or provide to afford individuals with disabilities a full and equal opportunity to use and enjoy programs, services, activities, goods, facilities, privileges, advantages, and accommodations in the most integrated setting, in light of the exigent circumstances of the emergency and the legal obligation to undertake advance planning and prepare to meet the disability-related needs of individuals who have disabilities as defined by the ADA Amendments Act of 2008, P.L. 110-325, and those associated with them.²
- b. **Base Plan:** A plan that is maintained by Local Public Health Authority, describing fundamental roles, responsibilities and activities performed during preparedness, mitigation, response and recovery phases. This plan may be titled as the Emergency Support Function #8, an annex to the County Emergency Operations Plan, Public Health All-Hazards Plan or other title that fits into the standardized county emergency preparedness nomenclature.
- c. **Budget Period:** The intervals of time (usually 12 months) into which a multi-year project period is divided for budgetary/ funding use. For purposes of this Program Element, Budget Period is July 1 through June 30.
- d. **CDC:** U.S. Department of Health and Human Services, Centers for Disease Control and Prevention.
- e. **CDC Public Health Preparedness Capabilities:** The 15 capabilities developed by the CDC to serve as national public health preparedness standards for state and local planning.³
- f. **Due Date:** If a Due Date falls on a weekend or holiday, the Due Date will be the next business day following.
- g. **Health Alert Network (HAN):** A web-based, secure, redundant, electronic communication and collaboration system operated by OHA, available to all Oregon public health officials, hospitals, labs and service providers. The data it contains is maintained jointly by OHA and all LPHAs. This system provides continuous, high-speed electronic access for Oregon public health officials and service providers to public health information including the capacity for broadcasting information to Oregon public health officials and service providers in an emergency, 24 hours per day, 7 days per week, 365 days per year. The secure HAN has a call down engine that can be activated by state or local HAN administrators.

- h. **Health Security Preparedness and Response (HSPR):** A state level program to that is a joint effort with the Conference of Local Health Officials (CLHO) and Native American Tribes (Tribes) to develop systems, plans and procedures to prepare Oregon to develop public health systems to prepare for and respond to major threats, acute threats and emergencies that impact the health of people in Oregon.
 - i. **Health Care Coalition (HCC):** A health care coalition (HCC) as a coordinating body that incentivizes diverse and often competitive health care organizations and other community partners with differing priorities and objectives and reach to community members to work together to prepare for, respond to, and recover from emergencies and other incidents that impact the public's health.
 - j. **Medical Countermeasures (MCM):** Vaccines, antiviral drugs, antibiotics, antitoxin, etc. in support of treatment or prophylaxis to the identified population in accordance with public health guidelines or recommendations. This includes the Strategic National Stockpile (SNS), a CDC program developed to provide rapid delivery of pharmaceuticals, medical supplies and equipment for an ill-defined threat in the early hours of an event, a large shipment of specific items when a specific threat is known or technical assistance to distribute SNS material. SNS program support includes vendor managed inventory (VMI) and Federal Medical Stations.
 - k. **National Incident Management System (NIMS):** The U.S. Department of Homeland Security system for integrating effective practices in emergency preparedness and response into a comprehensive national framework for incident management. The NIMS enables emergency responders at all levels and in different disciplines to effectively manage incidents no matter what the cause, size or complexity.⁵
 - l. **Public Information Officers (PIOs):** The communications coordinators or spokespersons for governmental organizations.
 - m. **Public Health Accreditation Board (PHAB):** A non-profit organization dedicated to improving and protecting the health of the public by advancing the quality and performance of tribal, state, local and territorial public health departments.⁶
 - n. **Public Health Emergency Preparedness (PHEP):** local public health programs designed to better prepare Oregon to respond to, mitigate, and recover from emergencies with public health impacts.
 - o. **Public Health Preparedness Capability Surveys:** A series of surveys sponsored by HSPR for capturing information from LPHAs in order for HSPR to report to CDC.
3. **Program Components.** Activities and services delivered under this Program Element align with Foundational Programs and Foundational Capabilities, as defined in [Oregon's Public Health Modernization Manual](#),¹ (http://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public_health_modernization_manual.pdf) as well as with public health accountability outcome and process metrics (if applicable) as follows:

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

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

Note: Emergency preparedness crosses over all foundational programs.

b. **The work in this Program Element helps Oregon’s governmental public health system achieve the following Public Health Accountability Metric:**

Not applicable

c. **The work in this Program Element helps Oregon’s governmental public health system achieve the following Public Health Modernization Process Measure:**

Not applicable

4. **Procedural and Operational Requirements.** By accepting and using the Financial Assistance awarded under this Agreement and for this Program Element, LPHA agrees to conduct activities in accordance with the following requirements:

- a. Engage in activities as described in its local PHEP work plan, which is due to OHA HSPR on or before August 1st and which has been approved by OHA HSPR (PHEP Work Plan). The Local PHEP Work Plan Template is set forth in Attachment 1, incorporated herein with this reference.
- b. Use funds for this Program Element in accordance with its local PHEP budget, which is due to OHA HSPR on or before August 1st and which has been approved by OHA HSPR (PHEP Budget) The format for this budget is set forth in Attachment 2, incorporated herein with this reference. Modifications to the budget exceeding \$5,000 require submission of a revised budget to the liaison and final receipt of approval from the HSPR fiscal officer.

- (1) **Contingent Emergency Response Funding:** Such funding is subject to restrictions imposed by CDC at the time of the emergency and would provide funding under circumstances when a delay in award would result in serious injury or other adverse impact to the public.

Since the funding is contingent upon Congressional appropriations, whether contingent emergency response funding awards can be made will depend upon the facts and circumstances that exist at the time of the emergency; the particular appropriation from which the awards would be made, including whether it contains limitations on its use; authorities for implementation; or other relevant factors. No activities are specified for this authorization at this time.
 - (2) **Non-Supplantation.** Funds provided under this Agreement for this Program Element shall not be used to supplant state, local, other non-federal, or other federal funds.
 - (3) **Public Health Preparedness Staffing.** LPHA must identify a PHEP Coordinator who is directly funded from PHEP grant. LPHA staff who receive PHEP funds must have planned activities identified within the Local PHEP Plan Work Plan. The PHEP Coordinator will be the OHA's chief point of contact related to program issues. LPHA must implement its PHEP activities in accordance with its approved Local PHEP Work Plan.
 - (4) **Use of Funds.** Funds awarded to the LPHA under this Agreement for this Program Element may only be used for activities related to the CDC Public Health Preparedness Capabilities in accordance with an approved local PHEP budget using the template set forth as Attachment 2 to this Program Element. Modifications to the budget exceeding \$5,000 require submission of a revised budget to the liaison and final receipt of approval from the HSPR fiscal officer.
 - (5) **Conflict between Documents.** In the event of any conflict or inconsistency between the provisions of the approved PHEP Work Plan or PHEP Budget and the provisions of this Agreement, this Agreement shall control.
- c. **Statewide and Regional Coordination:** LPHA must attend HSPR meetings and participate as follows:
- (1) Attendance at one of the HSPR co-sponsored preparedness conferences, which includes Oregon Epidemiologists' Meeting (OR-Epi) and Oregon Prepared Conference.
 - (2) Participation in emergency preparedness subcommittees, work groups and projects for the sustainment of public health emergency preparedness as appropriate.
 - (3) Participation in a minimum of 75% of the regional or local HCC meetings.⁷
 - (4) Participation in the Statewide MCM Dispensing and Distribution full scale exercises and planning at the local level.¹⁰
 - (5) Participation in a minimum of 75% of statewide HSPR-hosted monthly conference calls for LPHAs and Tribes.
 - (6) Participation in activities associated with local, regional, or statewide emerging threats or incidents as identified by HSPR or LPHA. Timely assessment and sharing of essential elements of information for identification and investigation of an incident with public health impact,^{9, 18, 21} as agreed upon by HSPR and the CLHO Emergency Preparedness and Response subcommittee.

- (7) Work to develop and maintain a portfolio of community partnerships to support preparedness, mitigation, response and recovery efforts.^{1, 14} Portfolio must include viable contact information from community sectors as defined by the CDC: business; community leadership; cultural and faith-based groups and organizations; emergency management; healthcare; human services; housing and sheltering; media; mental/behavioral health; office of aging or its equivalent; education and childcare settings.¹²
- d. **Public Health Preparedness Capability Survey:** LPHA must complete all applicable Public Health Preparedness Capability Survey(s) sponsored by HSPR by August 15 each year or applicable Due Date based on CDC requirements.^{1, 8}
- e. **PHEP Work Plan:** PHEP Work Plans must be written with clear and measurable objectives with timelines and include:
 - (1) At least three broad program goals that address operationalizing plans, identifying gaps and guide PHEP activities.
 - (2) Local public health leadership reviews and approves local PHEP work plans in support of any of the CDC Public Health Preparedness Capabilities.
 - (3) Planning in support of any of the CDC Public Health Preparedness Capabilities.
 - (4) Training and Education in support of any of the CDC Public Health Preparedness Capabilities.
 - (5) Exercises in support of any of the CDC Public Health Preparedness Capabilities.
 - (6) Planning will include Access and Functional Needs populations.
 - (7) Community Education and Outreach and Partner Collaboration in support of any of the CDC Public Health Preparedness Capabilities.
 - (8) Administrative and Fiscal activities in support of any of the 15 CDC PHP Capabilities.
- f. **Emergency Preparedness Program PHEP Work Plan Performance:** LPHA must complete activities in their HSPR approved local PHEP work plans by June 30 each year. If LPHA completes fewer than 75% of the non-fiscal and non-administrative planned activities in its PHEP Work Plan for two consecutive years, not due to unforeseen public health events, it may not be eligible to receive funding under this Program Element in the next fiscal year. Work completed in response to a novel or uncommon disease outbreak or other event of significance, may be documented to replace PHEP Work Plan activities interrupted or delayed.
- g. **24/7/365 Emergency Contact Capability.**
 - (1) LPHA must establish and maintain a single telephone number whereby, physicians, hospitals, other health care providers, OHA and the public can report public health emergencies within the LPHA service area.^{2, 15, 16}
 - (2) The contact number must be easy to find through sources in which the LPHA typically makes information available including local telephone directories, traditional websites and social media pages. It is acceptable for the publicly listed phone number to provide after-hours contact information by means of a recorded message. LPHA must list and maintain both the switchboard number and the 24/7/365 numbers on the HAN.^{1, 2, 15, 16}

- (3) The telephone number must be operational 24 hours a day, 7 days a week, 365 days a year and be an eleven digit telephone number available to callers from outside the local emergency dispatch. LPHA may use an answering service or their 911 system in this process, but the eleven-digit telephone number of the local 911 operators shall be available for callers from outside the locality. ^{1, 2, 15, 16}
 - (4) The LPHA telephone number described above must be answered by a knowledgeable person with the ability to properly route the call to a local public health administrator or designee.
 - (5) An LPHA official must respond within 60 minutes, to calls received on 24/7/365 telephone number, during statewide communication drills and quarterly tests. ¹³
 - (6) Quarterly test calls to the 24/7/365 telephone line will be conducted by HSPR program staff.
- h. HAN**
- (1) A HAN Administrator must be appointed for LPHA and this person's name and contact information must be provided to the HSPR liaison and the State HAN Coordinator. ^{1, 2, 15}
 - (2) The HAN Administrator must:
 - (a) Agree to the HAN Security Agreement and State of Oregon Terms and Conditions.
 - (b) Complete appropriate HAN training for their role.
 - (c) Ensure local HAN user and county role directory is maintained (add, modify and delete users; make sure users have the correct license).
 - (d) Act as a single point of contact for all LPHA HAN issues, user groups, and training.
 - (e) Serve as the LPHA authority on all HAN related access (excluding hospitals and Tribes).
 - (f) Coordinate with the State HAN Coordinator to ensure roles are correctly distributed within each county.
 - (g) Ensure participation in OHA Emergency Support Function 8 (Health and Medical) tactical communications exercises. Deliverable associated with this exercise will be the test of the LPHA HAN system roles via alert confirmation for: Health Officer, Communicable Disease (CD) Coordinator(s), Preparedness Coordinator, PIO and LPHA County HAN Administrator within one hour. ¹³
 - (h) If LPHA population is greater than 10,000, initiate at least one local HAN call down exercise/ drill for LPHA staff annually. If LPHA population is less than 10,000, demonstrate through written procedures how public health staff and responding partners are notified during emergencies.
 - (i) Perform general administration for all local implementation of the HAN system in their respective organizations.
 - (j) Review LPHA HAN users two times annually to ensure users are updated, assigned their appropriate roles and that appropriate users are deactivated.
 - (k) Facilitate in the development of the HAN accounts for new LPHA users.
 - (l) Participate in HAN/HOSCAP Administrator conference calls as appropriate.

i. **Multi-Year Training and Exercise Plan (MYTEP):** LPHA must annually submit to HSPR on or before September 1, an updated MYTEP.^{1, 7, 8, 10, 15} The MYTEP must meet the following conditions:

- (1) Demonstrate continuous improvement and progress toward increased capability to perform critical tasks.
- (2) Include priorities that address lessons learned from previous exercises events, or incidents as described in the LPHA existing After Action Report (AAR)/ Improvement Plan (IP).
- (3) LPHA must work with Emergency Management, local health care partners and other community partners to integrate exercises and align MYTEPs, as appropriate.
 - (a) Identify at least two exercises per year if LPHA's population is greater than 10,000 and one exercise per year if LPHA's population is less than 10,000.
 - (b) Identify a cycle of exercises that increase in complexity over a two-year period, progressing from discussion-based exercises (e.g. seminars, workshops, tabletop exercises, games) to operation-based exercises (e.g. drills, functional exercises and full-scale exercises); exercises of similar complexity are permissible within any given year of the plan. Disease outbreaks or other public health emergencies requiring an LPHA response may, upon HSPR approval, be used to satisfy exercise requirements. For an exercise or incident to qualify, under this requirement the exercise or incident must:

i. **Exercise:**

LPHA must:

- Submits to HSPR Liaison an exercise plan which includes scope, goals, objectives, activities, a list of invited participants and a list of exercise team members, for each of the exercises 30 days in advance of every exercise.
- Involve two or more participants in the planning process.
- Involve two or more public health staff and/ or related partners as active participants.
- Result in an After-Action Report (AAR)/Improvement Plan (IP) submitted to HSPR Liaison within 60 days for every exercise.

ii. **Incident:**

During an incident LPHA must:

- Submit the local response documentation or Incident Action Plan (IAP) describing LPHA role within incident response.¹³
- Submit an After-Action Report (AAR)/Improvement Plan (IP) to HSPR Liaison within 60 days of incident close or public health response ends.

- (4) LPHA must coordinate exercise design and planning with local Emergency Management and other partners for community engagement,¹ as appropriate.

6. Reporting Requirements.

- a. PHEP Work Plan.** LPHA must implement its PHEP activities in accordance with its HSPR approved PHEP Work Plan using the template set forth in Attachment 1 to this Program Element. Dependent upon extenuating circumstances, modifications to this PHEP Work Plan may only be made with HSPR agreement and approval. Proposed PHEP Work Plan will be due on or before August 1. Final approved PHEP Work Plan will be due on or before September 1.
- b. Mid-year and end of year PHEP Work Plan reviews.** LPHA must complete PHEP Work Plan updates in coordination with their HSPR liaison on at least a minimum of a semi-annual basis and by August 15 and February 15.
- c. Triennial Review.** This review will be completed in conjunction with the statewide Triennial Review schedule as determined by the Office of Community Liaison. This Agreement will be integrated into the Triennial Review Process.
- d.** LPHA shall annually submit a Multi-Year Training and Exercise Plan (MYTEP) to HSPR Liaison on or before September 1, an updated MYTEP.
- e.** LPHA shall submit to HSPR Liaison an exercise scope including goals, objectives, activities, a list of invited participants and a list of exercise team members, for each of the exercises 30 days in advance of each exercise.
- f.** LPHA shall submit to HSPR Liaison a local approved Incident Action Plan or local response documentation, before the start of the second operational period to OHA HSPR Liaison.
- g.** LPHA shall submit to HSPR Liaison an after-action report/improvement plan or documented lessons learned for every exercise hosting or participating in within 60 days after the completion of the exercise.
- h.** LPHA shall submit to HSPR Liaison an after-action report/improvement plan for every incident response within 60 days after completion of incident or end of public health response.

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

ATTACHMENT 1
Local PHEP Work Plan Template Instructions and Guidance
Oregon HSPR Public Health Emergency Preparedness
Program

For grant cycle: July 1, 2018 – June 30, 2019

DUE DATE

Proposed work plan will be due on or before August 1. Final approved work plan (PHEP Work Plan) will be due on or before September 1.

REVIEW PROCESS

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

GENERAL STRATEGIES TO DEVELOP YOUR WORKPLAN

Refer to PE-12 section 4.e for more information.

WORKPLAN CATEGORIES

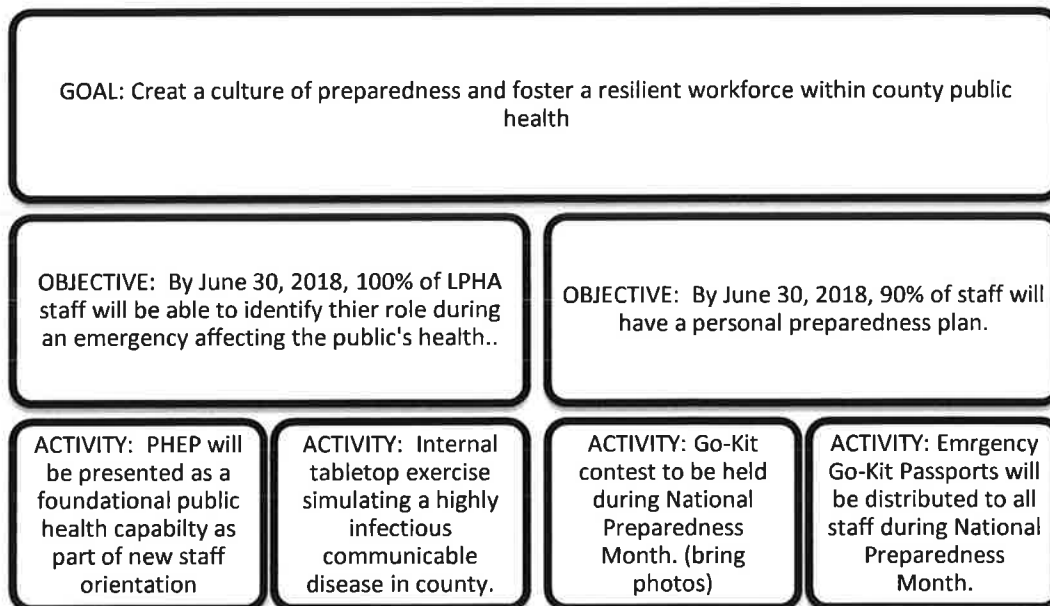
CDC Capability: Identify which CDC capability your program goals will address.

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

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

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

Example of Goals, Objectives, and Activities



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

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DRILLS and EXERCISES: List all drills and exercises you plan to conduct and identify annual exercises in accordance with your two-year training and exercise plan attachment and as required in section 4.i of the PE-12 contract.

PLANNING: List all plans, procedures, updates, and revisions that need to be conducted in accordance with your planning cycle or any other planning activities that will be conducted this year. You should also review all after action reports completed during the previous grant year to identify planning activities that should be conducted this year.

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

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

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

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

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

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

NOTES: For additional explanation.

PHEP Work Plan Template

Goal 1: Current HHS staff will receive ICS training appropriate for identified response role and responsibilities

Goal 2:

Goal 3:

Ongoing and Goal Related PHEP Program Work

Training and Education

Goal	Objectives	Planned Activities	Date Completed	Progress / Actual Outcome	Notes
3	<p><i>This is an example</i> By June 30, 2018, 75% of the identified HHS staff will complete the basic ICS training including NIMS 700 and IS-100. <i>Goal 1.</i></p>	<p><i>September Staff meeting, all preparedness related training requirements/expectations reviewed. Explain the identified trainings--NIMS 700, NRF 800, IS-100 and IS-200 and who is to take these courses by the established time frames.</i></p>	9/15/2018	<p><i>20 of 30 HHS staff identified as needing 700, 800, and 100 completed the trainings by the end of December 2018.</i></p>	<p><i>Identified staff completed 700 and 800 series training online prior to December class.</i></p>
		<p><i>December 15, 2018, first classroom training.</i></p>	12/15/2018		
		<p><i>July 18, 2018, second classroom training.</i></p>	3/18/2019	<p><i>Five management staff completed IS-200 on March 18, 2019.</i></p>	
		<p><i>July 12, 2018, third classroom training.</i></p>	5/12/2019	<p><i>Remaining 10 staff completed 700, 800, and 100 trainings on May 12, 2019.</i></p>	
		<p><i>PHEP coordinator will update all training records by July 25, 2018.</i></p>	6/15/2019	<p><i>Trainings records updated on June 15, 2019</i></p>	

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3, 4, 6, 7, 8, 9, 11, 12 and 13	<i>This is an example</i> <i>By June 30, 2018, 75% of the HHS staff will identify three individual expectations and three organizational expectations required during an emergency response.</i>	<i>PHEP coordinator will work with management staff to determine staff training expectations by job classification.</i>	9/1/2018	<i>Met with management staff on September 1, 2018.</i>	
	<i>Goal 1.</i>	<i>By September 1, 2017, PHEP coordinator will develop comprehensive emergency preparedness training and exercise plan (TEP) for the organization, both minimum and developmental training.</i>	10/29/2018	<i>Met with Emergency Management and other partners to develop TEP on 8/17/18. Sent TEP to Liaison on 9/01/18.</i>	
		<i>PHEP Coordinator will develop a presentation for staff for orienting them to the organization's expectations, individual expectations and emergency response plans and procedures.</i>	9/15/2018	<i>Presentation developed and gave to staff on 9/15/18</i>	
		<i>PHEP Coordinator will present organization's expectations, individual expectations, and emergency response plans and procedures overview at All Staff meeting.</i>	9/15/2018		
		<i>Give a quiz to all staff by February 17, 2017 on the presentation provided in September on expectations and response plan.</i>	2/17/2019	<i>82% of the staff responded to quiz. 73% did demonstrated retained knowledge on the expectations for the organization and the individual.</i>	
		Unplanned Training and Education			

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Drills and Exercises					
Goal	Objectives	Planned Activities	Date Completed	Actual Outcomes	Notes
Unplanned Drills and Exercises					
Planning					
Goal	Objectives	Planned Activities	Date Completed	Actual Outcomes	Notes
Unplanned Planning Activities					
Partner Collaboration					
Goal	Objectives	Planned Activities	Date Completed	Actual Outcome	Notes
Unplanned Partner Collaboration					
Community Outreach					
Goal	Location	Activity / Event Name / Notes / Outcomes	Date Completed	Activity Hours	Total # of Attendees
Unplanned Community Outreach					
INCIDENT AND RESPONSE ACTIVITIES					
CDC Cap. #s	Incident Name/OERS #		Date(s)	Outcomes	Notes

Attachment 2
Local PHEP Program Budget Template

Preparedness Program Annual Budget			
_____ County			
July 1, 201 - June 30, 201			
			Total
PERSONNEL		Subtotal	\$0
	List as an Annual Salary	% FTE based on 12 months	0
<i>(Position Title and Name)</i>			0
Brief description of activities, for example, This position has primary responsibility for ___ County PHEP activities.			
			0
			0
			0
Fringe Benefits @ ()% of describe rate or method			0
TRAVEL			\$0
Total In-State Travel: (describe travel to include meals, registration, lodging and mileage)		\$0	
Hotel Costs:			
Per Diem Costs:			
Mileage or Car Rental Costs:			
Registration Costs:			
Misc Costs:			
Out-of-State Travel: (describe travel to include location, mode of transportation with cost, meals, registration, lodging and incidentals along with number of travelers)		\$0	
Air Travel Costs:			
Hotel Costs:			
Per Diem Costs:			
Mileage or Car Rental Costs:			
Registration Costs:			
Misc. Costs:			
CAPITAL EQUIPMENT (individual items that cost \$5,000 or more)		\$0	\$0
SUPPLIES, MATERIALS and SERVICES (office, printing, phones, IT support, etc.)		\$0	\$0

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

Preparedness Program Expense to Budget			
County			
Period of the Report (July 1, 201_ - December 31, 201_)			
	Budget	Expense to date	Variance
PERSONNEL	\$0	\$0	\$0
Salary	\$0		
Fringe Benefits	\$0		
TRAVEL	\$0		\$0
In-State Travel:	\$0		
Out-of-State Travel:	\$0		
CAPITAL EQUIPMENT	\$0		\$0
SUPPLIES	\$0		\$0
CONTRACTUAL	\$0		\$0
OTHER	\$0		\$0
TOTAL DIRECT	\$0	\$0	\$0
TOTAL INDIRECT	\$0	\$0	\$0
TOTAL:	\$0	\$0	\$0
Date, Name and Phone Number of person who prepared budget.			
Notes:			
<ul style="list-style-type: none"> • The budget total should reflect the total amount in the most recent Notice of Grant Award. • The budget in each category should reflect the total amount in that category for that line item in your submitted budget. 			

Preparedness Program Expense to Budget			
County			
Period of the Report (July 1, 201 - June 30, 201)			
	Budget	Expense to date	Variance
PERSONNEL	\$0	\$0	\$0
Salary	\$0		
Fringe Benefits	\$0		
TRAVEL	\$0		\$0
In-State Travel:	\$0		
Out-of-State Travel:	\$0		
CAPITAL EQUIPMENT	\$0		\$0
SUPPLIES (communications, professional services, office supplies)	\$0		\$0
CONTRACTUAL	\$0		\$0
OTHER (facilities, continued education)	\$0		\$0
TOTAL DIRECT	\$0	\$0	\$0
TOTAL INDIRECT @ XX% of Direct Expenses (or describe method):	\$0	\$0	\$0
TOTAL:	\$0	\$0	\$0
Date, Name and Phone Number of person who prepared budget.			
Notes:			
<ul style="list-style-type: none"> • The budget total should reflect the total amount in the most recent Notice of Grant Award. • The budget in each category should reflect the total amount in that category for that line item in your submitted budget. 			

Attachment 3 Bibliography

1. Public Health Modernization Manual, Oregon Health Authority, Public Health Division, http://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public_health_modernization_manual.pdf, September 2017, pages 58-62
2. Americans With Disabilities Act of 1990, As Amended, Department of Justice, <https://www.ada.gov/pubs/adastatute08.pdf>, January 2009.
3. United States Department of Health and Human Services, Centers for Disease Control and Prevention (CDC), Public Health Preparedness Capabilities: National Standards for State and Local Planning, March 2011. <http://www.cdc.gov/phpr/capabilities/>
4. Continuity Guidance Circular 1 (CGC 1), Federal Emergency Management Agency (FEMA), <https://www.fema.gov/media-library-data/1386609058803-b084a7230663249ab1d6da4b6472e691/CGC-1-Signed-July-2013.pdf>, July 2013
5. National Incident Management System (NIMS), Federal Emergency Management Agency (FEMA), <https://www.fema.gov/national-incident-management-system>, October 2017.
6. Public Health Accreditation Board, <http://www.phaboard.org/>.
7. United States Department of Health and Human Services 2017-2000 Hospital Preparedness Program (HPP) – Public Health Emergency Preparedness (PHEP) Cooperative Agreement, CDC-RFA, TP12-1701, Domain 1
8. United States Department of Health and Human Services 2017-2000 Hospital Preparedness Program (HPP) – Public Health Emergency Preparedness (PHEP) Cooperative Agreement, CDC-RFA, TP12-1701, Domain 2
9. United States Department of Health and Human Services 2017-2000 Hospital Preparedness Program (HPP) – Public Health Emergency Preparedness (PHEP) Cooperative Agreement, CDC-RFA, TP12-1701, Domain 3
10. United States Department of Health and Human Services 2017-2000 Hospital Preparedness Program (HPP) – Public Health Emergency Preparedness (PHEP) Cooperative Agreement, CDC-RFA, TP12-1701, Domain 4
11. Oregon Office of Emergency Management (OEM) National Incident Management System (NIMS) – *Who Takes What*, September 2014. http://www.oregon.gov/OEM/Documents/nims_who_takes_what.pdf
12. United States Department of Health and Human Services, Centers for Disease Control and Prevention (CDC), Public Health Preparedness Capability #1, Community Preparedness, March 2011.
13. United States Department of Health and Human Services Centers for Disease Control and Prevention (CDC), Public Health Preparedness Capability #3, Emergency Operations Coordination, March 2011.
14. Community partnership development, Oregon Revised Statute §431.138, 2015.
15. Emergency preparedness and response, Oregon Revised Statute §431.133, 2015.
16. Communications, Oregon Revised Statute §431.134, 2015.
17. Leadership and organizational competencies, Oregon Revised Statute §431.136, 2015.
18. Assessment and epidemiology, Oregon Revised Statute §431.132, 2015.
19. Impending Public Health Crisis: Public Health Emergency Plans, Division 3 Public Health Preparedness, Oregon Administrative Rule §333-003-0200, 2008.
20. Impending Public Health Crisis: Diagnostic and Treatment Protocols, Division 3 Public Health Preparedness, Oregon Administrative Rule §333-003-0040, 2008.
21. Impending Public Health Crisis: Access to Individually Identifiable Health Information, Division 3 Public Health Preparedness, Oregon Administrative Rule §333-003-0050, 2008.
22. Participation of Local and Tribal Governments in the Emergency Management Performance Grant (EMPG) Program of the Federal Emergency Management Agency (FEMA), Oregon Administrative Rule §104-010-005, 2014.
23. Homeland Security Presidential Directive 5 (HSPD-5): Management of Domestic Incidents, February 2003.
24. Presidential Policy Directive 8 (PPD-8): National Preparedness, U.S. Department of Homeland Security, March 2011.
25. Homeland Security Presidential Directive 21 (HSPD-21): Public Health and Medical Preparedness, October 2007.

Program Element #13: Tobacco Prevention and Education Program (TPEP)

1. **Description.** Funds provided under the Financial Assistance Agreement for this Program Element may only be used, in accordance with and subject to the requirements and limitations set forth below, to implement Tobacco Prevention and Education Program (TPEP) activities in the following areas:
 - a. **Facilitation of Community Partnerships:** Accomplish movement toward tobacco-free communities through a coalition or other group dedicated to the pursuit of agreed upon tobacco control objectives. Community partners should include non-governmental entities as well as community leaders.
 - b. **Creating Tobacco-Free Environments:** Promote the adoption of tobacco policies, including voluntary policies in schools, workplaces and public places. Enforce local tobacco-free ordinances and the Oregon Indoor Clean Air Act (OICAA.)
 - c. **Countering Pro-Tobacco Influences:** Reduce the promotion of tobacco on storefronts, in gas stations, at community events and playgrounds in the community. Counter tobacco industry advertising and promotion. Reduce youth access to tobacco products, including working with retailers toward voluntary policies.
 - d. **Promoting Quitting Among Adults and Youth:** Integrate the promotion of the Oregon Tobacco Quit Line into other tobacco control activities.
 - e. **Enforcement:** Assist with the enforcement of statewide tobacco control laws, including minors' access to tobacco and restrictions on smoking through formal agreements with OHA, Public Health Division.
 - f. **Reducing the Burden of Tobacco-Related Chronic Disease:** Address tobacco use reduction strategies in the broader context of chronic diseases and other risk factors for tobacco-related chronic diseases including cancer, asthma, cardiovascular disease, diabetes, arthritis, and stroke.

2. **Procedural and Operational Requirements.** By accepting and using the financial assistance funds provided by OHA under this Financial Assistance Agreement and this Program Element, LPHA agrees to conduct TPEP activities in accordance with the following requirements:
 - a. LPHA must have on file with OHA an approved Local Program Plan by no later than June 30th of each year. OHA will supply the required format and current service data for use in completing the plan. LPHA shall implement its TPEP activities in accordance with its approved Local Program Plan. Modifications to this plan may only be made with OHA approval.
 - b. LPHA must assure that its local tobacco program is staffed at the appropriate level, depending on its level of funding, as specified in the award of funds for this Program Element.
 - c. LPHA must use the funds awarded to LPHA under this Agreement for this Program Element in accordance with its budget as approved by OHA and attached to this Program Element as Attachment 1 and incorporated herein by this reference. Modifications to the budget may only be made with OHA approval. Funds awarded for this Program Element may not be used for treatment, other disease control programs, or other health-related efforts not devoted to tobacco prevention and education.
 - d. LPHA must attend all TPEP meetings reasonably required by OHA.
 - e. LPHA must comply with OHA's TPEP Program Guidelines and Policies.
 - f. LPHA must coordinate its TPEP activities and collaborate with other entities receiving TPEP funds or providing TPEP services.

- g. In the event of any omission from, or conflict or inconsistency between, the provisions of the Local Program Plan on file at OHA, the Budget set forth in Attachment 1 and the provisions of the Agreement and this Program Element, the provisions of this Agreement and this Program Element shall control.
- 3. **Reporting Requirements.** LPHA must submit Local Program Plan reports on a quarterly schedule to be determined by OHA. The reports must include, at a minimum, LPHA's progress during the quarter towards completing activities described in its Local Program Plan. Upon request by OHA, LPHA must also submit reports that detail quantifiable outcomes of activities and data accumulated from community-based assessments of tobacco use.
- 4. **Performance Measures.** If LPHA completes fewer than 75% of the planned activities in its Local Program 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.

Attachment 1 Budget

This is a two year budget plan. For 7/1/17 - 6/30/18 the estimated award is \$37,359. For 7/1/18-6/30/19 the estimated award is \$37,189.
 Please complete the following Line Item Budget for: **OHA TPEP PE13 for FY2017-19 (07/01/17-06/30/19)**
 Identify only funds requested under the OHA TPEP PE13 RFA.
 Please call your Community Programs Liaison with questions related to this form.

	Agency:	Morrow County Health Dept				
	Fiscal Contact:	Sheree Smith				
	E-mail address:	ssmith@co.morrow.or.us				
	Phone Number:	541-676-5421	Fax Number:	541-676-5652		
Budget Categories	Description					Total
(1) Salary	Position #	Title of Position	Salary (annual)	% of time (FTE)	# of months requested	Total Salary
	1	TPEP Coordinator	\$52,896	45.00%	24	47,606.40
	2					0.00
	3					0.00
	4					0.00
	TOTAL SALARY					\$47,606.40
Narrative:						\$47,606
(2) Fringe Benefits	Position #	Total Salary	Base # Applicable	%	=	Total Fringe
	1	47,606.40		68.88%	=	32,791.29
	2	0.00			=	0.00
	3	0.00			=	0.00
	4	0.00			=	0.00
TOTAL FRINGE						\$32,791.29
						\$32,791
(3) Equipment	List equipment. Include all equipment necessary for program (i.e. computer, printer).					\$0
Narrative:						\$0
(4) Supplies	Do not list. These items include supplies for meetings, general office supplies (ie. paper, pens, computer disks, highlighters, binders, folders, etc).					\$300
						\$300
(5) Travel	This covers in-state, out-of-state, and travel to all required trainings.					
			In state	Out Of State	Subtotal	
	Narrative:					
	Per Diem: \$0					
	Hotel: 600 \$600					
	Air fare: \$0					
	Reg fees: \$0					
	Other: Meals \$400					
Mileage: Miles: 1615 X 535 per mile \$864						
						\$1,864
(6) Other	Please list.					
	Overhead Costs (Phone, Rent, Auto Maint, ect)					\$3,000
						\$0
						\$0
						\$0
						\$3,000
List all sub-contracts and all contractual costs, if applicable						
County General Funds to Offset total TPEP Program Costs					-\$13,881	
					\$0	
						(\$13,881)
(8) Total Direct Costs	(Sum of 1 through 7)					\$71,681
(9) Cost Allocation and Indirect Rate	Indirect @ (15.75%'d to all programs)	4.00%	\$2,887			\$2,887
(10) TOTALS	(Sum of 8 & 9). Should equal OHA TPEP PE13 Request.					\$74,568

Program Element #41: Reproductive Health Program

1. **General Description.** The funds provided under this Agreement for this Program Element must only be used in accordance with and subject to the restrictions and limitations set forth below to provide Reproductive Health (RH) Program services. RH Program services are the educational, clinical and social services necessary to aid individuals to determine freely the number and spacing of their children. The purpose of the RH Program is to assist people of reproductive age to formulate and carry out a reproductive life plan by providing services in a manner satisfactory to OHA including, but not limited to, a broad range of effective contraceptive methods and reproductive health services on a voluntary and confidential basis.

2. **Definitions Specific to the Reproductive Health Program.**
 - a. **Ahlers & Associates:** Vendor for data processing contracted by the OHA RH Program.
 - b. **Client Visit Record (CVR):** Data collection tool for reproductive health encounters developed by the US Department of Health and Human Services (HHS), Office of Population Affairs (OPA), Region X, Office of Family Planning, available from the Reproductive Health Program.
 - c. **Federal Poverty Level (FPL) Guidelines:** The annually-adjusted poverty income guidelines prescribed by HHS which OHA provides to LPHA by April of each year to determine income eligibility for clients.
 - d. **Federal Title X Program:** The federal program authorized under Title X of the Public Health Service Act, as amended through P.L. 114-255, Enacted December 13, 2016, to provide RH services, supplies and education to anyone seeking them. By law, priority is given to low-income clients.
 - e. **Program Income:** Additional revenue generated by the provision of reproductive health services, such as client fees, donations, third party insurance and Medicaid reimbursement.
 - f. **Title X Program Requirements:** Program Requirements for Title X Funded Family Planning Projects revised in 2014 and published by the Office of Population Affairs, Office of Family Planning, located at: <https://www.hhs.gov/opa/guidelines/program-guidelines/program-requirements/index.html>

3. **Procedural and Operational Requirements.** All RH services supported in whole or in part with funds provided under this Agreement must be delivered in compliance with the requirements of the Federal Title X Program as detailed in statutes and regulations, including but not limited to 42 USC 300 et seq., 42 CFR Part 50 subsection 301 et seq., and 42 CFR Part 59 et seq., the Title X Program Requirements, OPA Program Policy Notices (PPN), and the Reproductive Health Program Manual.
 - a. **Title X Program Requirements.** LPHA must comply with the revised Federal Title X Program Requirements for Family Planning Projects, and any subsequent PPNs issued by OPA, including the following:
 - (1) Provide services in a manner which protects the dignity of the individual, without regard to religion, race, color, national origin, disability, age, sex, number of pregnancies, or marital status.
Citation 42 CFR, Chapter I, Subchapter D, Part 59, Subpart A, §59.5(a)(3)(4)
 - (2) Provide a broad range of contraceptive methods as required in the Federal Title X Program requirements and as defined in the Reproductive Health Program Manual www.healthoregon.org/rhmanual (Section A6).
Citation 42 CFR Chapter I, Subchapter D, Part 59, Subpart A, §59.5(a)(1)

(3) Provide an education program which includes outreach to inform communities of available services and benefits of reproductive health.

Citation 42 CFR, Chapter I, Subchapter D, Part 59, Subpart A, §59.5(b)(3)

(4) Assure confidentiality for all clients receiving reproductive health services, including specific requirements for adolescents.

Citation 42 CFR 59.15

b. Each sub-recipient must adopt and implement policies, procedures and protocols developed and distributed, or approved by OHA, based on national standards of care, Title X Program Requirements and Morbidity and Mortality Weekly Report (MMWR) Providing Quality Family Planning Services (QFP).

c. Medications will be administered and dispensed following the Oregon Board of Pharmacy rules. **Citation OAR 855-043-0700 to 855-043-0750.**

d. Provide coordination and use of referral arrangements with other healthcare services, local health and welfare departments, hospitals, voluntary agencies, and health services projects supported by other federal programs.

Citation 42 CFR Chapter I, Subchapter D, Part 59, Subpart A, §59.5(b)(8)

e. Each sub-recipient must appoint a RH Coordinator who will serve as the primary point of contact between the LPHA and the RH Program. The RH Coordinator attends required trainings and meetings provided by the RH Program (or assures attendance by appropriate staff) and must assume responsibility for conveying pertinent information and updates from the RH Program to personnel at all clinic sites, including subcontracted sites. **Reproductive Health Program Manual www.healthoregon.org/rhmanual** (Section A1)

f. **Data Collection.**

(1) LPHA must collect and submit client data to OHA through Ahlers and Associates using the CVR for each individual receiving any service supported in whole or in part with OHA funds provided under this Agreement.

(2) LPHA must collect and submit to OPA all required data reports which may include information on outreach and enrollment activities and/or other data required to better understand changing trends within the Federal Title X Program provider network.

4. **Reporting Requirements.** In addition to the reporting obligations set forth in Exhibit E Section 6 of this Agreement, LPHA shall submit to OHA the following written reports:

a. **Annual Plan for RH Services** covering the period of July 1 through June 30 of the succeeding year. OHA will supply the due date, required format and current service data for use in completing the plan.

b. **Oregon Health Authority Revenue and Expenditure Report** must be submitted quarterly on the dates specified in Exhibit E Section 6 of this Agreement.

5. **Program Income.**

a. **Sliding Fee Scale.** If any charges are imposed upon a client for the provision of RH services assisted by the State under this Program Element, such charges: (1) will be pursuant to an OHA-approved sliding fee schedule of charges, (2) will not be imposed with respect to services provided to low-income clients, and (3) will be adjusted to reflect the income, resources, and family size of the client provided the services, in accordance with 42 USC §701-709.

Citation 42 CFR 59.5(a)(7) and (8)

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- b. Fees.** Any fees collected for RH services shall be used only to support the LPHA's RH Program.
OMB A-133 Subpart C
- c. Disposition of Program Income Earned.** OHA requires that LPHA maintain separate fiscal accounts for Program Income collected from providing RH services. Program Income collected under this Agreement must be fully expended by the termination date of this Agreement and only for the provision of the services set forth in this Program Element Description, and may not be carried over into subsequent years.
OMB A-133 Subpart C

- 6. Subcontracting.** If LPHA chooses to subcontract all components of RH services, assurances must be established and approved by OHA to ensure the requirements of this Agreement are adhered to.
- a.** LPHA may subcontract with another Title X agency or sub-recipient within the same service area for the provision of Title X Funded Family Planning Projects. .
 - b.** LPHA may subcontract with a non-Title X sub-recipient of OHA within the same service area but must provide or assure provision of all necessary training to ensure that said subcontractor is fully knowledgeable of Title X Program Requirements.
 - c.** In either case, LPHA shall monitor client care and adherence to all Title X Program Requirements as outlined in this Program Element Description. LPHA shall participate in triennial reviews and must rectify any review findings. Additional reviews, conducted by LPHA will be required as part of a subcontract agreement.
 - d.** LPHA must provide public communication regarding where Title X family planning services will be available before, during and after the transition.
 - e.** LPHA must ensure that at least 90% of allocated funds are made available to the subcontracted agency providing the direct services. Ten percent of the funds awarded for RH services may be retained for indirect costs by the LPHA, incurred for the purposes of training and monitoring subcontractor as specified above.
 - f.** LPHA must assure that all requirements of this Program Element are met.

Program Element #42: Maternal, Child and Adolescent Health (MCAH) Services

1. **Description.** Funds provided under this Agreement for this Program Element may only be used in accordance with, and subject to, the requirements and limitations set forth below, to deliver Maternal, Child and Adolescent Health (MCAH) Services.

General Description. Funding provided under this Agreement for this Program Element shall only be used in accordance with and subject to the restrictions and limitations set forth below and the Federal Title V Maternal and Child Health Services Block Grant Program (Title V) to provide the following services:

- a. Maternal, Child and Adolescent Health (MCAH) Preventive Health Services (MCAH Services);
- b. Oregon Mothers Care (OMC) Services;
- c. Maternity Case Management (MCM) Services; and
- d. Babies First! (B1st!) and/or Nurse Family Partnership (NFP)

If funds awarded for MCAH Services, in the Financial Assistance Award located in Exhibit C to this Agreement, are restricted to a particular MCAH Service, those funds shall only be used by LPHA to support delivery of that specific service. All performance by LPHA under this Program Element, including but not limited to reporting obligations, shall be to the satisfaction of OHA.

All changes to this Program Element are effective upon receipt of grant award unless otherwise noted in Exhibit C of the Financial Assistance Award.

2. **Definitions Specific to Maternal, Child and Adolescent Health (MCAH) Services.**

a. **Definitions Specific to MCAH Preventive Health Services.**

- (1) **MCAH Services:** Activities, functions, or services that support the optimal health outcomes for women before and between pregnancies, during the perinatal time period, infants, children and adolescents.
- (2) **MCAH Flexible Funds:** Title V and state general funds that can be used for any MCAH Service within the scope of the limitations in Section 4 of this Program Element.

b. **Definitions Specific to OMC Services.**

OMC Services: Referral services to prenatal care and related services provided to pregnant women as early as possible in their pregnancies, with the goal of improving access to early prenatal care services in Oregon. OMC Services shall provide an ongoing outreach campaign, utilize the statewide toll-free 211 Info telephone hotline system, and provide local access sites to assist women to obtain prenatal care services.

c. **Definitions Specific to MCM Services.**

- (1) **Maternity Case Management (MCM):** A component of perinatal services, includes assistance with health, economic, social and nutritional factors of clients which can negatively impact birth outcomes.
- (2) **Care Plan, Case Management, and Prenatal/Perinatal Care Provider:** Have the meanings set forth in OAR 410-130-0595(5). Services provided during the perinatal period for clients enrolled in a Coordinated Care Organization (CCO) will depend on contractual obligations agreed upon by LPHA and the CCO.

d. **Definitions Specific to Babies First! and Nurse Family Partnership (B1st!/NFP) Services.**

B1st!/NFP Services: The primary goal of B1st!/NFP Services is to prevent poor health and early childhood development delay in infants and children who are at risk. B1st!/NFP Services are

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delivered or directed by public health nurses (PHNs) and are provided during home visits. PHNs conduct assessment, screening, case management, and health education to improve outcomes for high-risk children. PHNs and client eligibility criteria are further described in OAR Chapter 410 Division 138.

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

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

Program Components	Foundational Program					Foundational Capabilities						
	CD Control	Prevention and health promotion	Environmental health	Population Health	Access to clinical preventive services Direct services	Leadership and organizational competencies	Health equity and cultural responsiveness	Community Partnership Development	Assessment and Epidemiology	Policy & Planning	Communications	Emergency Preparedness and Response
<i>Asterisk (*) = Primary foundational program that aligns with each component</i>					<i>X = Foundational capabilities that align with each component</i>							
<i>X = Other applicable foundational programs</i>												
<i>(Component 1)</i> Maternal, Child and Adolescent Health (MCAH) Preventive Health Services (or “MCAH Service(s)”)	*			X	X	X	X	X	X	X	X	
<i>(Component 2)</i> Oregon Mothers Care (OMC) Services	*			X	X		X	X	X		X	
<i>(Component 3)</i> Maternity Case Management (MCM) Services	*			X	X		X	X	X		X	
<i>(Component 4)</i> Babies First! (B1st!) and/or Nurse Family Partnership (NFP)	*			X	X		X	X	X		X	

- b. **The work in this Program Element helps Oregon’s governmental public health system achieve the following Public Health Accountability Metric:**

Not Applicable

- c. **The work in this Program Element helps Oregon’s governmental public health system achieve the following Public Health Modernization Process Measure:**

Not Applicable

4. **Procedural and Operational Requirements.** By accepting and using the Financial Assistance awarded under this Agreement and for this Program Element, LPHA agrees to conduct activities in accordance with the following requirements:

a. **General Requirements**

- (1) **Data Collection.** LPHA must provide MCAH client data, in accordance with Title V Section 506 [42 USC 706], defined by revised 2015 Federal Guidance, to OHA with respect to each individual receiving any MCAH Service supported in whole or in part with MCAH Service funds provided under this Agreement.
- (2) **Administration.** LPHA shall not use more than 10% of the Title V funds awarded for a particular MCAH Service on indirect costs. For purposes of this Program Element, indirect costs are defined as “costs incurred by an organization that are not readily identifiable but are nevertheless necessary to the operation of the organization and the performance of its programs.” These costs include, but are not limited to, “costs of operating and maintaining facilities, for administrative salaries, equipment, depreciation, etc.” in accordance with Title V, Section 504 [42 USC 704(d)].
- (3) **Medicaid Application.** Title V of the Social Security Act mandates that all maternal and child health-related programs identify and provide application assistance for pregnant women and children potentially eligible for Medicaid services. LPHA must collaborate with OHA to develop the specific procedures that LPHA must implement to provide Medicaid application assistance to pregnant women and children who receive MCAH Services supported in whole or in part with funds provided under this Agreement for this Program Element and who are potentially eligible for Medicaid services, according to Title V Section 505 [42 USC 705].
- (4) **Funding Limitations.** Funds awarded under this Agreement for this Program Element must be used for services or activities described in this Program Element according to the following limitations:
 - (a) **Title V Funds.** Title V funds shall not be used as match for any federal funding source. Title V funds must be used for services that support federal or state-identified Title V MCAH priorities. The following items are listed in the Exhibit C, Financial Assistance Award and have the following limitations:
 - i. **MCAH Title V CAH Funds:** A minimum of thirty percent (30%) of the total funds are designated for services for infants, children, and adolescents (Title V, Section 505 [42 USC 705(a)(3)(A)]). LPHA may only use these funds for services to infants, children and adolescents less than 21 years of age.
 - ii. **MCAH Title V CAH:** Funds may also be used for School-Based Health Centers within limitations of Subsection i. and ii. above and b.(2) below.

- iii. MCAH Title V Flexible Funds: The remainder of the total Title V funds are designated for program or services for women, infants, children and adolescents. LPHA may use these funds for services to women, infants, children and adolescents of any age population.
 - iv. MCAH Title V CAH: Funds may also be used for School-Based Health Centers within limitations of Subsection i. and ii. above and b.(2) below.
 - v. MCAH Oregon Mother's Care Title V: Funds must be used for implementing Subsection 4.c. below.
 - vi. MCAH Title V CAH: Funds may also be used for Subsection (4)(b) below, for activities connected with the B1st! and/or NFP Services within the limitations described in Subsection i. and ii. above and b.(2) below.
- (b) **MCAH Perinatal General Funds and Title XIX**: Funds must be used for public health services for women during the perinatal period (one year prior to conception through one year postpartum).
 - (c) **MCAH CAH General Funds and Title XIX**: Funds must be used for public health services for infants, children and adolescents.
 - (d) **MCAH Babies First! General Funds**. Funds are limited to expenditures for those services.
- b. **MCAH Services**. All MCAH Services supported in whole or in part with funds provided under this Agreement must be delivered in accordance with the following procedural and operational requirements:
- (1) LPHA must submit a annual plan for use of Title V funds demonstrating how Title V funds support activities directly related to Oregon's Title V Priorities and Maternal Child and Adolescent Health Action Plan (Oregon's Title V Action Plan), both located at <https://public.health.oregon.gov/HealthyPeopleFamilies/DataReports/MCHTitleV/Pages/index.aspx> for OHA approval. The Title V Plan shall include:
 - (a) Assessment of the health needs of the MCAH population;
 - (b) Work plan including objectives, strategies, measures and timelines that coordinate with and support Oregon's Title V Action Plan;
 - (c) Evaluation plan to measure progress and outcomes of the Title V annual plan;
 - (d) Prior year use of Title V funds; and
 - (e) Projected use of Title V funds and other funds supporting the Title V annual plan.
 - (2) LPHA must provide MCAH Services administered or approved by OHA that support optimal health outcomes for women, infants, children, adolescents, and families. Services administered by OHA include, but may not be limited to the following:
 - (a) Oregon's Title V Priorities (based on findings of Oregon's 5-year Title V Block Grant Needs Assessment) will drive state and local public health use of Title V funds. Services and activities funded by Title V must align with Oregon's Title V Action Plan, state and national Title V priorities and performance measures, and state-selected evidence-based/informed strategies and measures. Title V services administered by OHA must be aligned with the following:
 - i. Oregon's Title V Priorities

- (4) LPHA or its OMC site designee must assist all women seeking OMC Services in accessing prenatal services as follows:
 - (a) Provide follow up services to clients and women referred to LPHA by the 211 Info and other referral sources; inform these individuals of the link to the local prenatal care provider system; and provide advocacy and support to individuals in accessing prenatal and related services.
 - (b) Provide facilitated and coordinated intake services and referral to the following services: Clinical Prenatal Care (CPC) Services (such as pregnancy testing, counseling, Oregon Health Plan (OHP) application assistance, first prenatal care appointment); MCM Services (such as initial care needs assessment and home visiting services); WIC Services; health risk screening; other pregnancy support programs; and other prenatal services as needed.
 - (5) LPHA must make available OMC Services to all pregnant women within the county. Special outreach shall be directed to low-income women and women who are members of racial and ethnic minorities or who receive assistance in finding and initiating CPC. Outreach includes activities such as talks at meetings of local minority groups, exhibits at community functions to inform the target populations, and public health education with a focus on the target minorities. Low-income is defined as having an annual household income which is 185% or less of the federal poverty level (“FPL”) for an individual or family.
 - (6) LPHA must make available to all low-income pregnant women within the county assistance in applying for OHP coverage.
 - (7) LPHA must make available to all low-income pregnant women within the county and all pregnant women within the county who are members of racial and ethnic minorities referrals to additional perinatal health services.
 - (8) LPHA must designate a representative who shall attend OMC site meetings conducted by OHA.
 - (9) Except as specified below, LPHA must deliver directly all OMC Services supported in whole or in part with financial assistance provided under this Agreement for this Program Element. With the prior written approval of OHA, LPHA may Subcontract with one or more providers for the delivery of OMC Services.
- d. **MCM Services Procedural and Operational Requirements.** For those clients not enrolled in a CCO, all MCM Services provided with funds under this Agreement for this Program Element as well as those provided through OHP must be delivered in accordance with the Maternity Case Management Program requirements set forth in OAR 410-130-0595. Services arranged through a Subcontract with a CCO may have a different definition; funds provided under this Program Element are available for use for these contracted perinatal activities, within the limitations described in Subsection 4.a. of this Program Element
- e. **Babies First! and Nurse Family Partnership Services Procedural and Operational Requirements.** All B1st!/NFP Services supported in whole or in part with funds provided under this Agreement for this Program Element must be delivered in accordance with the following procedural and operational requirements.
- (1) **Staffing Requirements and Staff Qualifications.** LPHA must designate a staff member as its B1st!/NFP Coordinator

(2) **Home Visits.**

- (a) B1st!/NFP Services must be delivered by or under the direction of a PHN. B1st! services may be provided to eligible perinatal women, infants and children through four years of age who have one or more risk factors for poor health or growth and development outcomes. Services may also be provided to a parent or primary caregiver of an eligible child. A PHN must establish and support a care plan and must, at a minimum, complete assessments and screenings for children at 0-6 weeks and 4, 8, 12, 18, 24, 36, 48, and 60 months or by LPHA agreement with NFP National Service Office. These activities should occur during home visits. Screenings and assessments include, but are not limited to, the following activities:
- i. An assessment of the child's growth.
 - ii. A developmental screening.
 - iii. A hearing, vision and dental screening.
 - iv. An assessment of perinatal depression and anxiety.
 - v. An assessment of parent/child interactions.
 - vi. An assessment of environmental learning opportunities and safety.
 - vii. An assessment of the child's immunization status.
 - viii. Referral for medical and other care when assessments indicate that care is needed.
- (b) Targeted Case Management-billable B1st!/NFP Services must be delivered in accordance with OAR 410-138-0000 through OAR 410-138-0390. Nurse Family Partnership (NFP) protocols must also be delivered pursuant to guidelines in agreement with the LPHA and the Nurse Family Partnership Implementation Agreement. (http://www.nursefamilypartnership.org/assets/PDF/Policy/HV-Funding-Guidance/NFP_Implement_Agreement)
- (c) B1st!/NFP Services must include follow up on referrals made by OHA for Early Hearing Detection and Intervention, described in ORS 433.321 and 433.323.

- (3) **Targeted Case Management.** If the LPHA, as a provider of Medicaid services, chooses to bill for Targeted Case Management-eligible services, the LPHA must comply with the Targeted Case Management billing policy and codes in OAR 410-138-0000 through 410-138-0390. Services arranged through Subcontract with a CCO are not subject to the Targeted Case Management billing policy and codes in OAR 410-138-0000 through 410-138-0390.

5. **General Revenue and Expense Reporting.** LPHA must complete an "Oregon Health Authority Public Health Division Expenditure and Revenue Report" located in Exhibit C of this Agreement. These reports must be submitted to OHA each quarter, by the 25th of the month following the end of the first, second and third quarters, and no later than 50 calendar days following the end of the fourth quarter (or 12 month period).

6. **Reporting Requirements.**

- a. **Reporting Obligations and Periodic Reporting Requirements for MCAH Services.** In addition to the reporting requirements set forth in Exhibit E, Section 6 of this Agreement, LPHA must submit Annual Reports for the MCAH Plan and collect and submit data for clients receiving MCAH services supported with funds from OHA under this Agreement, satisfactory to OHA.

(1) Title V Funds

A report on the prior year annual plan must be submitted by September 30 of every year.

(2) State Perinatal and Child General Funds

If LHA provides direct client services using these funds:

- (a) By September 30 of each year, all client visit data for the previous state fiscal year (July 1-June 30) must be entered into the Oregon Child Health Information Data System (ORCHIDS) or other state-designated data system.
- (b) LPHA must transmit data in an electronic file structure defined by OHA. Electronic transmission of visit data files may be submitted quarterly; however, all client visit data from the previous state fiscal year must be complete and transmitted to OHA by September 30 of each year.
- (c) If LPHA pays providers for services with MCAH funds, LPHA must include client data from those providers.
- (d) At a minimum, client data shall include: the number of clients served, the demographic profile of clients, number of visits or encounters, the types of services provided, and source of payment for services.

b. **Reporting Obligations and Periodic Reporting Requirements for OMC Services.** In addition to the reporting requirements set forth in Exhibit E, Section 6 of this Agreement, LPHA must collect and submit client encounter data quarterly on individuals who receive OMC Services supported in whole or in part with fund provided under this Agreement. LPHA must submit the quarterly data to OHA using OMC client tracking forms approved by OHA for this purpose.

c. **Reporting Obligations and Periodic Reporting Requirements for MCM Services.** In addition to the reporting obligations set forth in Exhibit E, Section 6 “Reporting Requirements” of this Agreement, LPHA must collect and submit client data for all clients and visits occurring during the calendar year on to OHA, regardless of whether an individual receiving services has delivered her baby, as follows:

- (1) By September 30 each year, all client visit data for the previous state fiscal year (July 1-June 30) must be entered into the Oregon Child Health Information Data System (ORCHIDS) or other state-designated data system.
- (2) The LPHA must transmit data in an electronic file structure defined by OHA. Electronic transmission of visit data files may be submitted quarterly; however, all client visit data from the previous state fiscal year must be complete and transmitted to OHA by September 30 of each year.
- (3) If LPHA pays providers for services with MCAH funds, LPHA must include client data from those providers.
- (4) Client data must include: the number of clients served, the demographic profile of clients, number of visits or encounters, the types of services provided, source of payment for services, trimester at first prenatal visit, infant gestational age at delivery, infant birth weight, and infant feeding method.
- (5) All data must be collected when MCM funds made available under this Agreement are used to provide or pay for (in whole or in part) an MCM service.

d. **Reporting Obligations and Periodic Reporting Requirements for Babies First! and Nurse Family Partnership (B1st!/NFP) Services.** In addition to the reporting requirements set forth in Exhibit E, Section 6 of this Agreement, LPHA must collect and report to OHA, in a format acceptable to OHA, the following data on LPHA's delivery of B1st!/NFP Services:

- (1) By September 30 each year, all client visit data for the previous state fiscal year (July 1-June 30) must be entered into the Oregon Child Health Information Data System (ORCHIDS) or other state-designated data system.
 - (a) The LPHA must transmit data in an electronic file structure defined by OHA. Electronic transmission of visit data files may be submitted quarterly; however, all client visit data from the previous state fiscal year must be complete and transmitted to OHA by September 30 of each year.
 - (b) If LPHA pays providers for services, LPHA must include client data from those Providers.
- (2) Client data reports must include, at a minimum: the number of clients served, the demographic profile of clients, number of visits or encounters, the types of services provided, and source of payment for services. The B1st!/NFP Client Data Form provided by OHA lists details of the required data elements.
- (3) All data elements must be collected when funds provided under this Agreement for B1st!/NFP Services are used to pay for (in whole or in part) a B1st!/NFP Service.

7. **Performance Measures.**

LPHA must operate the Title V funded work under this Program Element in a manner designed to make progress toward achieving Title V state and national performance measures as specified in Oregon's MCH Title V Block Grant annual application/report to the DHHS Maternal and Child Health Bureau.

Program Element #43: Immunization Services

1. **Description.** Funds provided under this Agreement for this Program Element may only be used in accordance with, and subject to, the requirements and limitations set forth below, to deliver Immunization Services.

Immunization services are provided in the community to prevent and mitigate vaccine-preventable diseases for all people by reaching and maintaining high lifetime immunization rates. Services include population-based services including public education, enforcement of school immunization requirements, and technical assistance for healthcare providers that provide vaccines to their client populations; as well as vaccine administration to vulnerable populations with an emphasis on ensuring access and equity in service delivery.

All changes to this Program Element are effective upon receipt of grant award unless otherwise noted in Exhibit C of the Financial Assistance Award. Use of any fees collected for purpose of Immunization Services will be dedicated to and only used for payment of such services.

2. **Definitions Specific to Immunization Services.**

- a. **ALERT IIS:** OHA's statewide immunization information system.
- b. **Assessment, Feedback, Incentives, & eXchange or AFIX:** A continuous quality improvement process developed by Centers for Disease Control and Prevention (CDC) to improve clinic immunization rates and practices.
- c. **Billable Doses or Billable Vaccines:** Vaccine doses given to individuals who opt to pay out of pocket or are insured for vaccines.
- d. **Case Management:** An individualized plan for securing, coordinating, and monitoring disease-appropriate treatment interventions.
- e. **Clinical Immunization Staff:** LPHA staff that administer immunizations or who have authority to order immunizations for patients.
- f. **Delegate Addendum:** A document serving as a contract between LPHAs and an outside agency agreeing to provide Immunization Services under the umbrella of the LPHA. The Addendum is signed in addition to a Public Provider Agreement and Profile.
- g. **Delegate Agency:** An immunization clinic that is subcontracted with the LPHA for the purpose of providing Immunization Services to targeted populations.
- h. **Deputization:** The process that allows Federally Qualified Health Centers (FQHC) and Rural Health Clinics (RHC) to authorize local health departments (LHDs) to vaccinate underinsured VFC-eligible children.
- i. **Electronic Health Record (EHR) or Electronic Medical Record (EMR):** a digital version of a patient's paper medical chart.
- j. **Exclusion Orders:** Legal notification to a parent or guardian of their child's noncompliance with the School/Facility Immunization Law.
- k. **Forecast(ing):** Determining vaccines due for an individual, based on immunization history and age.
- l. **HBsAg Screening:** Testing to determine presence of Hepatitis B surface antigen, indicating the individual carries the disease.

- m. **Oregon Vaccine Stewardship Statute:** State law requiring all VFC-enrolled providers to:
 - (1) Submit all vaccine administration data, including dose level eligibility codes, to ALERT IIS;
 - (2) Use ALERT IIS ordering and inventory modules; and
 - (3) Verify that at least two employees have current training and certification in vaccine storage, handling and administration, unless exempt under statute.
- n. **Public Provider Agreement and Profile:** Signed agreement a between OHA and LPHA that receives State-Supplied Vaccine/IG. Agreement includes clinic demographic details, program requirements and the number of patients vaccinated.
- o. **Service Area:** Geographic areas in Oregon served by immunization providers.
- p. **State-Supplied Vaccine/IG:** Vaccine or Immune Globulin provided by the OHA procured with federal and state funds.
- q. **Surveillance:** The routine collection, analysis and dissemination of data that describe the occurrence and distribution of disease, events or conditions.
- r. **Vaccine Adverse Events Reporting System or VAERS:** Federal system for reporting adverse events following vaccine administration.
- s. **Vaccine Eligibility:** An individual's eligibility for State-Supplied Vaccine/IG based on insurance coverage for immunization.
- t. **Vaccines for Children (VFC) Program:** A Federal entitlement program providing no-cost vaccines to children 0 through 18 years who are:
 - (1) American Indian/Alaskan Native; or,
 - (2) Uninsured; or,
 - (3) Medicaid-enrolled; or,
 - (4) Underinsured and are served in Federally Qualified Health Centers (FQHC) or Rural Health Centers (RHC); or,
 - (5) Underinsured and served by LPHAs that have Deputization agreements with FQHCs/RHCs.
- u. **Vaccines for Children Site Visit:** An on-site visit conducted at least every two years to ensure compliance with state and federal VFC requirements.
- v. **Vaccine Information Statement or VIS:** Federally-required patient handouts produced by CDC with information about the risks and benefits of each vaccine.

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

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

Program Components	Foundational Program				Foundational Capabilities							
	CD Control	Prevention and health promotion	Environmental health	Access to clinical preventive services Population Health Direct services	Leadership and organizational competencies	Health equity and cultural responsiveness	Community Partnership Development	Assessment and Epidemiology	Policy & Planning	Communications	Emergency Preparedness and Response	
<i>Asterisk (*) = Primary foundational program that aligns with each component</i>					<i>X = Foundational capabilities that align with each component</i>							
<i>X = Other applicable foundational programs</i>												
Vaccines for Children Program Enrollment				*		X					X	
Oregon Vaccine Stewardship Statute				*	X							
Vaccine Management				*							X	
Billable Vaccine/IG				*		X						
Delegate Agencies				*			X					
Vaccine Administration				*							X	
Immunization Rates, Outreach and Education				*								
Tracking and Recall				*				X				
Surveillance of Vaccine-Preventable Diseases	*							X				
Adverse Events Following Immunizations				*								
Perinatal Hepatitis B Prevention, Screening and Documentation	*							X				
School/Facility Immunization Law				*				X				

b. **The work in this Program Element helps Oregon’s governmental public health system achieve the following Public Health Accountability Metric:**

Two-year-old vaccination rates.

- c. **The work in this Program Element helps Oregon’s governmental public health system achieve the following Public Health Modernization Process Measure:**

Percent of Vaccines for Children clinics that participate in the AFIX program.

4. **Procedural and Operational Requirements.** By accepting and using the Financial Assistance awarded under this Agreement and for this Program Element, LPHA agrees to conduct activities in accordance with the following requirements:

- a. **State-Supplied Vaccine/IG Provider OR Vaccines for Children Program Enrollment.** LPHA must maintain enrollment as an active State-Supplied Vaccine/IG provider or VFC Provider. In addition, if LPHA contracts out for clinical services, LPHA must ensure that Subcontractor maintains enrollment as an active VFC Provider.
- b. **Oregon Vaccine Stewardship Statute.** LPHA must comply with all sections of the Oregon Vaccine Stewardship Statute.
- c. **Vaccine Management.**
- (1) LPHA must conduct a monthly, physical inventory of all vaccine storage units and must reconcile their inventory in ALERT IIS. Inventories must be kept for a minimum of three years.
 - (2) LPHA must submit vaccine orders according to the tier assigned by the OHA’s Immunization Program.
- d. **Billable Vaccine/IG.**
- (1) OHA will bill LPHA quarterly for Billable Doses of vaccine.
 - (2) OHA will bill the published price in effect at the time the vaccine dose is administered.
 - (3) LPHA may not charge or bill a patient more for the vaccine than the published price.
 - (4) Payment is due 30 days after the invoice date.
- e. **Delegate Agencies.**
- (1) If LPHA has a Subcontract for Immunization Services LPHA must complete a Delegate Addendum. A new Delegate Addendum must be signed when either of the authorized signers changes or upon request.
 - (2) (Quality Assurance only) LPHA must participate in Delegate Agency’s biennial VFC compliance site visits with an OHA site visit reviewer.
- f. **Vaccine Administration.**
- (1) LPHA must administer vaccines as directed in the most current, signed version of OHA’s Model Standing Orders for Immunizations.
 - (2) LPHA must ensure that Clinical Immunization Staff annually view a minimum of one hour of immunization-specific continuing education like the Epidemiology and Prevention of Vaccine-Preventable Diseases program or the annual Immunization Update. Other immunization continuing education from sources like the CDC, Children’s Hospital of Philadelphia, American Academy of Pediatrics, etc. are also acceptable.
 - (3) In connection with the administration of a vaccine, LPHA must:
 - (a) Confirm that a recipient, parent, or legal representative has read, or has had read to them, the VIS and has had their questions answered prior to the administration of the vaccine.

- (b) Make the VIS available in other languages or formats when needed (e.g., when English is not a patient's primary language or for those needing the VIS in braille.)
- (c) Provide to the recipient, parent or legal representative, documentation of vaccines received at visit. LPHA may provide a new immunization record or update the recipient's existing handheld record.
- (d) Screen for contraindications and precautions prior to administering vaccine and document that screening has occurred.
- (e) Document administration of an immunization using a vaccine administration record or electronic equivalent, including all federally-required charting elements. (Note- ALERT IIS does not record all federally-required elements and cannot be used as a replacement for this requirement.)
- (f) If LPHA documents vaccine administration electronically LPHA must demonstrate the ability to override a VIS date in their EHR system.
- (g) Comply with state and federal statutory and regulatory retention schedules, available for review at <http://arcweb.sos.state.or.us/doc/recmgmt/sched/special/state/sched/20120011oha.phdrrs.pdf>, or OHA's office located at 800 NE Oregon St, Suite 370, Portland, OR 97232.
- (h) Comply with Vaccine Billing Standards. See Attachment 1 to this Program Element, incorporated herein by this reference.

g. Immunization Rates, Outreach and Education.

- (1) OHA will provide annually to LPHA their AFIX rates and other population-based county rates.
- (2) LPHA must, during the state fiscal year, design and implement two educational or outreach activities in their Service Area (either singly or in collaboration with other community and service provider organizations) designed to raise immunization rates. Activities may include:
 - Activities intended to reduce barriers to immunization, or special immunization clinics that provide vaccine for flu prevention or school children.
 - One of these activities must be related to promoting AFIX participation with local VFC-enrolled clinics. This activity may also be outreach to a local coordinated-care organization to promote AFIX activities.

h. Tracking and Recall.

- (1) LPHA must Forecast immunizations due for clients requiring Immunization Services using the ALERT IIS electronic Forecasting system.
- (2) LPHA must review their patients on the statewide recall list(s) in the first two weeks of the month and make any necessary demographic or immunization updates.
- (3) LPHA must cooperate with OHA to recall a client if a dose administered by LPHA to such client is found by LPHA or OHA to have been mishandled and/or administered incorrectly, thus rendering such dose invalid.

- i. **Surveillance of Vaccine-Preventable Diseases.** LPHA must conduct Surveillance within its Service Area in accordance with the Communicable Disease Administrative Rules, the Investigation Guidelines for Notifiable Diseases, the Public Health Laboratory User's Manual, and the Model Standing Orders for Vaccine, available for review at:

- j. <http://public.health.oregon.gov/DiseasesConditions/CommunicableDisease>
<http://public.health.oregon.gov/LaboratoryServices><http://public.health.oregon.gov/PreventionWellness/VaccinesImmunization/ImmunizationProviderResources/Pages/provresources.aspx>
Adverse Events Following Immunizations.

LPHA must complete and electronically file a VAERS form if:

- (1) An adverse event following immunization administration occurs, as listed in "Reportable Events Following Immunization", available for review at <http://vaers.hhs.gov/professionals/index#Guidance1>
- (2) An event occurs that the package insert lists as a contraindication to additional vaccine doses.
- (3) OHA requests a 60-day and/or one year follow-up report to an earlier reported adverse event; or
- (4) Any other event LPHA believes to be related directly or indirectly to the receipt of any vaccine administered by LPHA or others occurs within 30 days of vaccine administration, and results in either the death of the person or the need for the person to visit a licensed health care provider or hospital.

k. **Perinatal Hepatitis B Prevention, Screening and Documentation**

- (1) LPHA must provide Case Management services to all confirmed or suspect HBsAg-positive mother-infant pairs identified by LPHA or OHA in LPHA's Service Area.
- (2) Case Management will be performed in accordance with the Perinatal Hepatitis B Prevention Program Guidelines posted on the OHA website at <https://public.health.oregon.gov/DiseasesConditions/CommunicableDisease/ReportingCommunicableDisease/ReportingGuidelines/Documents/hepbperi.pdf> and must include, at a minimum:
 - (a) Screen for HBsAg status, or refer to a health care provider for screening of HBsAg status, all pregnant women receiving prenatal care from public prenatal programs.
 - (b) Work with birthing hospitals within LPHA's Service Area when maternal screening and documentation of hepatitis B serostatus in the Electronic Birth Registration System drops below 95%.
 - (c) Work with birthing hospitals within LPHA's Service Area when administration of the birth dose of hepatitis B vaccine drops below 80% as reported in the Electronic Birth Registration System.
 - (d) Ensure that laboratories and health care providers promptly report HBsAg-positive pregnant women to LPHA.
 - (e) Provide Case Management services to HBsAg-positive mother-infant pairs to track administration of hepatitis B immune globulin, hepatitis B vaccine doses and post-vaccination serology.
 - (f) Provide HBsAg-positive mothers with initial education and referral of all susceptible contacts for hepatitis B vaccination.

I. School/Facility Immunization Law

- (1) LPHA must comply with the Oregon School Immunization Law, Oregon Revised Statutes 433.235 - 433.284, available for review at <http://1.usa.gov/OregonSchool>
- (2) LPHA must take orders for and deliver Certificate of Immunization Status (CIS) forms to schools and children's facilities located in their jurisdiction. Bulk orders of CIS forms will be provided to the LPHA by the state.
- (3) LPHA must cover the cost of mailing/shipping all Exclusion Orders to parents and to schools, school-facility packets which are materials for completing the annual school/facility exclusion process as required by the Oregon School Immunization Law, Oregon Revised Statutes 433.235 - 433.284 and the administrative rules promulgated pursuant thereto, which can be found at <http://1.usa.gov/OregonImmunizationLaw>. LPHA may use electronic mail as an alternative or an addition to mailing/shipping if the LPHA has complete electronic contact information for all schools and children's facilities, and can confirm receipt of materials.
- (4) LPHA must complete an annual Immunization Status Report that contains the immunization levels for attendees of: certified childcare facilities; preschools; Head Start facilities; and all schools within LPHA's Service Area. LPHA must submit this report to OHA no later than 23 days after the third Wednesday of February of each year in which LPHA receives funding for Immunization Services under this Agreement.

m. Affordable Care Act Grants/Prevention and Public Health Project Grants

- (1) If one time only funding becomes available, LPHA may opt in by submitting an application outlining activities and timelines. The application is subject to approval by the OHA Immunization Program.
- (2) LPHA may on occasion receive mini-grant funds from the Immunize Oregon Coalition. If LPHA is awarded such funds, it will fulfill all activities required to meet the mini-grant's objectives, submit reports as prescribed by Immunize Oregon, and utilize the funds in keeping with mini-grant guidance.

n. State Sponsored Conferences: LPHA must participate in State-sponsored immunization conference(s) and other training(s). LPHA will receive dedicated funds for one person from LPHA to attend required conference(s) and training(s). If one staff person's travel expenses exceed the dedicated award (based on State of Oregon per diem rates), the OHA will amend the LPHA's annual award to cover the additional costs. LPHA may use any balance on the dedicated award (after all State-required trainings are attended) to attend immunization-related conference(s) and training(s) of their choice, or further support activities included in this Program Element.

5. General Revenue and Expense Reporting. LPHA must complete an "Oregon Health Authority Public Health Division Expenditure and Revenue Report" located in Exhibit C of this Agreement. These reports must be submitted to OHA each quarter, by the 25th of the month following the end of the fiscal year quarter.

6. Reporting Requirements.

- a. LPHA must submit vaccine orders according to the ordering tier assigned by OHA.
- b. If LPHA is submitting vaccine administration data electronically to ALERT IIS, LPHA must electronically flag clients who are deceased or have moved out of the Service Area or the LPHA jurisdiction.

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- c.** LPHA must complete and return a VAERS form to OHA if any of the conditions precedent set forth at Section 4.j. of this Program Element occur.
- d.** LPHA must complete and submit an Immunization Status Report as required in Section 4.l.(4) of this Program Element.
- e.** LPHA must submit a written corrective action plan to address any compliance issues identified at the triennial review site visit.

7. Performance Measures.

- a.** LPHA must operate Immunization Services in a manner designed to achieve the following public health accountability process measure: Percent of Vaccines for Children clinics that participate in the AFIX program.
- b.** If LPHA provides Case Management to 5 births or more to HBsAg-positive mothers annually LPHA must ensure that 90% of babies receive post-vaccination serology by 15 months of age. If LPHA's post-vaccination serology rate is lower than 90% LPHA must increase the percentage of babies receiving post-vaccination serology by at least one percentage point.
- c.** LPHA must achieve VFC vaccine accounting excellence in all LPHA-operated clinics in the most recent quarter. Clinics achieve vaccine accounting excellence by:
 - (1)** Accounting for 95% of all vaccine inventory in ALERT IIS.
 - (2)** Reporting fewer than 5% of accounted for doses as expired, spoiled or wasted during the quarter.
 - (3)** Recording the receipt of vaccine inventory in ALERT IIS.
- d.** LPHA must receive 95% of Primary Review Summary follow-up reports (Sections E-H) from schools and children's facilities within 21 days of the annual exclusion day. LPHA must follow the steps outlined in OAR 333-050-0095 with any school or facility that does not submit a follow-up report in a timely manner.

Attachment 1

**Billing Health Plans in Public Clinics
Standards**

Purpose: To standardize and assist in improving immunization billing practice

For the purpose of this document, Local Health Department (LHD) will be used to identify the vaccine provider.

Guiding Principles / Assumptions:

LHDs should be assessing immunization coverage in their respective communities, assuring that vaccine is accessible to all across the lifespan, and billing appropriately for vaccine provided by the LHD.

Health plans should reimburse LHDs for the covered services of their members, with vaccine costs reimbursed at 100%.

LHDs who serve insured individuals should work to develop immunization billing capacity that covers the cost of providing services to those clients (e.g., develop agreements or contracts with health plans, when appropriate, set up procedures to screen clients appropriately, and bill an administration fee that reflects the true cost of services.)

Oregon Immunization Program (OIP) staff and contractors will work with LHDs and health plans to improve contracting/agreement opportunities and billing processes.

Each LHD is uniquely positioned to determine the best methods of meeting both the immunization needs of its community and how to recover the costs of providing services.

OIP will work with appropriate CLHO committees to add the standards to Program Element 43 and negotiate the Tier One implementation date.

The billing standards are designed as tiers, with Tier One activities laying the foundation for more advanced billing capacity in Tiers Two and Three.

Tier One

The LHD:

- Identifies staff responsible for billing and contracting activities
- Identifies major health insurance plans in the jurisdiction, including those most frequently carried by LHD clients
- Determines an administration fee for billable clients based on the full cost recovery of services provided and documents how fees were determined
- Charges the maximum allowable vaccine administration fee¹ for all eligible VFC/317 clients and discounts the fee for eligible clients as needed
- Develops immunization billing policies and procedures that address:
 - Strategies to manage clients who are not eligible for VFC or 317 and are unable to meet the cost of immunizations provided
 - The actual cost of administration fees and the adjustments made, if any, to administration fees based on payer, patient age, and/or Vaccine Eligibility code
 - The purchasing of privately owned vaccine and how fees are set for vaccine charges to the client
 - The appropriate charge for vaccine purchased from OIP, by including a statement that says, “We will not charge more than the OIP-published price for Billable Vaccine.”
 - Billing processes based on payer type (DMAP/CCOs, private insurance, etc.), patient age, and Vaccine Eligibility code
 - The appropriate billing procedures for Medicaid-covered adults²
 - The appropriate billing procedures for Medicaid-covered children birth through 18 years³
 - Is updated annually or as changes occur
- With certain limited exceptions as published in Vaccine Eligibility charts, uses no federally funded vaccine on insured clients, including adult Medicaid and all Medicare clients⁴
- Implementation will be completed by December 31, 2014.

Tier Two

In addition to all Tier 1 activities, the LHD:

- As needed, considers developing contracts or other appropriate agreements with relevant payers to assure access to immunization services for insured members of the community
- Fulfills credentialing requirements of contracts/agreements
- Bills private and public health plans directly for immunization services, when feasible, rather than collecting fees from the client and having them submit for reimbursement
- Screens immunization clients to determine amount owed for service at all LHD clinics, including those held offsite
- Devises a plan to implement results of administration fee cost analysis

Tier Three

In addition to all Tier 1 and Tier 2 activities, the LHD:

- Conducts regular quality assurance measures to ensure costs related to LHD’s immunization services are being covered
- Implements administration charges based on results of the administration fee cost analysis
- Works to assure access to immunizations for Medicare-eligible members of the community and, if access is poor, provides Medicare Part B and/or Part D vaccines, as needed, and bills appropriately to cover the cost

¹ This fee is determined by the Centers for Medicaid and Medicare Services (CMS) for each state

² Uses Vaccine Eligibility code B for Billable (or L if Locally-owned) and bills DMAP/CCOs for the vaccine and an administration fee that reflects the actual cost of providing immunizations

³ Uses Vaccine Eligibility code M for OHP/Medicaid clients and bills DMAP/CCOs an administration fee that does not exceed the CMS allowed amount for the State of Oregon, \$21.96 per injection

⁴ Insured clients should be assigned a Vaccine Eligibility code of B or L

Program Element #44: School-Based Health Centers (SBHC)

1. **Description.** Funds provided under this Agreement for this Program Element may only be used in accordance with, and subject to, the requirements and limitations set forth below, to deliver School-Based Health Centers (SBHC) Services. SBHC Services must only be used to support activities related to planning, oversight, maintenance, administration, operation, and delivery of services within one or more SBHC as required by OHA's SBHC funding formula.

Many school aged youth do not routinely access preventive health care services due to barriers such as insurance, cost, transportation and concerns around confidentiality. According to the 2017 Oregon Healthy Teens Survey, approximately 62% of both 8th and 11th graders reported having not seen a doctor or nurse for a check-up in the last 12 months. SBHCs provide physical, mental and preventive health services to all students regardless of their ability to pay at in easily accessible location for students and families.

All changes to this Program Element are effective upon receipt of grant award unless otherwise noted in Exhibit C of the Financial Assistance Award.

2. **Definitions Specific to School-Based Health Centers.**

Biennium June 1 to June 30 of the specified years as set forth on the first page of this Agreement.

School- Based Health Center ("SBHC") has the meaning given the term in ORS 413.225

SBHC Standards for Certification In order to be certified as a SBHC, a SBHC must meet all requirements for certification in the following sections of the SBHC Standards for Certification. SBHC Standards for Certification are found at:

<http://www.oregon.gov/oha/PH/HEALTHYPEOPLEFAMILIES/YOUTH/HEALTHSCHOOL/SCHOOLBASEDHEALTHCENTERS/Documents/SBHC%20Certification/SBHCstandardsforcertificationV4.pdf>

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

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

Program Components	Foundational Program					Foundational Capabilities						
	CD Control	Prevention and health promotion	Environmental health	Population Health Direct services	Access to clinical preventive services	Leadership and organizational competencies	Health equity and cultural responsiveness	Community Partnership Development	Assessment and Epidemiology	Policy & Planning	Communications	Emergency Preparedness and Response
<i>Asterisk (*) = Primary foundational program that aligns with each component</i>					<i>X = Foundational capabilities that align with each component</i>							
<i>X = Other applicable foundational programs</i>												
Compliance of SBHC Standards for Certification	x	x		x	*	x	x	x	x	x		
Planning Grant for SBHCs				*		x	x	x		x		
Mental Health Expansion Grants		x		x	*	x	x	x	x	x		

b. **The work in this Program Element helps Oregon’s governmental public health system achieve the following Public Health Accountability Metric:**

Communicable Disease Control – Gonorrhea rates; and
 Access to Clinical Preventive Services – Effective Contraceptive Use.

c. **The work in this Program Element helps Oregon’s governmental public health system achieve the following Public Health Modernization Process Measure:**

Not applicable

4. **Procedural and Operational Requirements.** By accepting and using the Financial Assistance awarded under this Agreement and for this Program Element, LPHA agrees to conduct activities in accordance with the following requirements:

- a. Funds provided under this Agreement for SBHC Services must only be used to support activities related to planning, oversight, maintenance, administration, operation, and delivery of services within one or more SBHC as required by OHA’s SBHC funding formula.
- b. All SBHC Services must be delivered in accordance with OAR 333-028-0220, a copy of which are accessible on the Internet at http://arcweb.sos.state.or.us/pages/rules/oars_300/oar_333/333_028.html
- c. The SBHC Standards for Certification includes administrative, operations and reporting guidance, and minimum standards and requirements in the areas of: Certification Process, Sponsoring Agency, Facility, Operations/Staffing, Comprehensive Pediatric Care, Data Collection/Reporting, and Billing.

- d. LPHA must provide oversight and technical assistance so that each SBHC in its jurisdiction meets SBHC Certification Requirements as set forth in OAR 333-028-0220.
- e. LPHA must assure to OHA that all certification documentation and subsequent follow-up items are completed by the requested date(s) in accordance with the OHA's certification review cycle as set forth in OAR 333-028-0230.
- f. This Section 4.f. is applicable only to LPHA if LPHA has been selected to receive a SBHC Planning Grant from OHA. LPHA will be notified if the 2018 Oregon Legislative Assembly approves and appropriates funds for SBHC Planning Grants or if the OHA SBHC State Program Office (SPO) has other funds available for SBHC development.

An SBHC Planning Grant provides one-time funds to assist the LPHA in developing a strategic plan for implementing SBHC Services in the LPHA county jurisdiction. The following terms and conditions apply if the OHA selects a LPHA to receive a SBHC Planning Grant:

(1) Strategic Planning

- (a) LPHA must create and implement a collaborative strategic plan in partnership with community agencies in order to develop, implement, and maintain SBHC Services to serve school-age children. This plan must have the SBHC sites open, operational and ready for certification before the end of the Biennium.
- (b) LPHA must participate in monthly technical assistance calls at times mutually agreed to between SPO and LPHA Planning grantees. In addition each SBHC site may have at least two technical assistance visits by a SPO staff member.
- (c) LPHA must implement the OHA approved SBHC strategic plan and have the planned SBHC Services operational and ready for certification before the end of the Biennium. Sites must become certified the last day of the Biennium to be eligible to receive SBHC awards in accordance with the approved funding formula in effect, provided certification standards are maintained and contingent on legislatively adopted budgets.

(2) Advance Phase Strategic Planning

- (a) LPHA must create and implement a collaborative strategic plan in partnership with community agencies in order to develop, implement, and maintain SBHC Services to serve school-age children. This plan's target must have the SBHC sites operational and ready for certification within the first fiscal year of the award.
- (b) LPHA must participate in monthly technical assistance calls at times mutually agreed to between SPO and LPHA Advance Phase Planning grantee. In addition, each SBHC site may have at least one technical assistance visit by a SPO staff member.
- (c) LPHA must become certified within the first year of the award to be eligible to receive SBHC awards in accordance with the approved funding formula in effect, provided certification standards are maintained and contingent upon legislatively approved budgets.

- g. This Section 4.g. is only applicable to LPHA if LPHA is selected to receive a Mental Health Expansion Grant from OHA. LPHA will be notified if the 2018 Oregon Legislative Assembly approves and appropriates funds for SBHC Mental Health Expansion Grants.

- (1) Funds provided under this Agreement must be used to support mental health capacity within the SBHC system by:

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- (a) Adding mental health staff or expanding current mental health staff hours, with the ability to collect and report on mental health encounter visits; and/or
- (b) Supporting mental health projects (as defined by grant proposal) within the SBHC system

- (2) LPHA must provide services that are culturally and linguistically appropriate to their target population

5. General Revenue and Expense Reporting. LPHA must complete an “Oregon Health Authority Public Health Division Expenditure and Revenue Report” located in Exhibit C of this Agreement. These reports must be submitted to OHA each quarter, by the 25th of the month following the end of the fiscal year quarter.

6. Reporting Requirements.

- a. LPHA must submit client encounter data in a form acceptable to OHA and in accordance with the SBHC Standards for Certification two times a year, no later than January 31 for the previous calendar year (July 1 – Dec 31) and no later than July 15th for the preceding service year (July 1 – June 30).
- b. LPHA must submit annual SBHC Key Performance Measure (KPM) data in a form acceptable to OHA and in accordance with the SBHC Standards for Certification no later than October 1st for the preceding service year (July 1 –June 30). The current list of KPMs can be found at: <http://www.oregon.gov/oha/PH/HEALTHYPEOPLEFAMILIES/YOUTH/HEALTHSCHOOL/SCHOOLBASEDHEALTHCENTERS/Pages/data-requirements.aspx>
- c. LPHA must submit annual SBHC financial data via the SPO’s online Operational Profile in the form acceptable to OHA no later than October 1st for the preceding service year (July 1-June 30).
- d. LPHA must submit annual hours of operation and staffing via the SPO’s online Operational Profile in the form acceptable to OHA no later than October 1st for the current service year.
- e. LPHA must submit completed annual patient satisfaction survey data no later than June 30.
- f. LPHA must complete the triennial School-Based Health Alliance SBHC Census Survey. Current SBHC Census Survey timeline and details can be found at <http://www.sbh4all.org/>
- g. If LPHA received a SBHC Planning Grant from OHA, LPHA must submit a copy of its SBHC strategic plan and proposed implementation budget to OHA for approval. OHA will supply the due date and required format for the reports.
- h. If LPHA received a Mental Health Expansion Grant from OHA, LPHA must track data related to mental health encounters as outlined in the SBHC Standards for Certification.
- i. If LPHA received a Mental Health Expansion Grant from OHA, LPHA must collect data as part of an evaluation for their support project in collaboration with the SPO.
- j. If LPHA received a Mental Health Expansion Grant from OHA, LPHA must participate in monthly check-in meetings (via phone or email) with the SPO and submit 3 mid-project reports and a final project report. OHA will work with the LPHA to schedule calls and supply the due date and required format for the reports

7. Performance Measures.

- a. LPHA must submit annual SBHC KPM data in a form acceptable to OHA and in accordance with the SBHC Standards for Certification no later than October 1st for the preceding service year (July 1 –June 30).

EXHIBIT C
FINANCIAL ASSISTANCE AWARD AND
REVENUE AND EXPENDITURE REPORTING FORMS

This Exhibit C of this Agreement consists of and contains the following Exhibit sections:

1. **Financial Assistance Award.**
2. **Oregon Health Authority Public Health Division Expenditure and Revenue Report (for all Programs).**
3. **Explanation of the Financial Assistance Award.**

FINANCIAL ASSISTANCE AWARD

State of Oregon Oregon Health Authority Public Health Division			Page 1 of 2	
1) Grantee		2) Issue Date	This Action	
Name: Morrow County Health Department		July 01, 2018	INITIAL FY 2019	
Street: 110 N Court Street		3) Award Period		
City: Heppner		From July 1, 2018 Through June 30, 2019		
State: OR Zip Code: 97836				
4) OHA Public Health Funds Approved				
Program	Award Balance	Increase/ (Decrease)	New Award Bal	
PE01 State Support for Public Health	14,015		14,015	
PE12 Public Health Emergency Preparedness and Response (PHEP)	66,532		66,532	
PE13 Tobacco Prevention and Education Program (TPEP)	37,188		37,188	
PE41 Reproductive Health Program	2,869		2,869	
PE42-01 MCAH Title V CAH	5,523		5,523	
PE42-02 MCAH Title V Flexible Funds	12,884		12,884	
PE42-03 MCAH Perinatal General Funds & Title XIX	1,890		1,890	
PE42-04 MCAH Babies First! General Funds	6,039		6,039	
PE42-05 MCAH Oregon Mothers Care Title V	3,141		3,141	
PE42-06 MCAH General Funds & Title XIX	3,546		3,546	
PE43 Public Health Practice (PHP) - Immunization Services (Vendors)	8,365		8,365	
PE44-01 SBHC Base	60,000		60,000	
PE44-02 SBHC - Mental Health Expansion	40,000		40,000	

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OREGON HEALTH AUTHORITY
PUBLIC HEALTH DIVISION EXPENDITURE AND REVENUE REPORT
EMAIL TO: OHA-PHD.Expend&RevReport@state.or.us

Agency: [Enter your agency name]

Program: [Enter the Program Element Number and Title]

Fiscal Year: July 1, [start year] to June 30, [end year]

BREAKDOWN BY FISCAL YEAR QUARTER											
REVENUE		Q1: Jul, Aug, Sep		Q2: Oct, Nov, Dec		Q3: Jan, Feb, Mar		Q4: Apr, May, Jun		Fiscal Year To Date	
		Non-OHA/PHD Revenue	LPHA Revenue	Non-OHA/PHD Revenue	LPHA Revenue	Non-OHA/PHD Revenue	LPHA Revenue	Non-OHA/PHD Revenue	LPHA Revenue	Non-OHA/PHD Revenue	LPHA Revenue
A. PROGRAM INCOME/REVENUE											
1. Revenue from Fees											\$ -
2. Donations											\$ -
3. 3rd Party Insurance											\$ -
4. Other Program Revenue											\$ -
TOTAL PROGRAM INCOME			\$ -		\$ -		\$ -		\$ -		\$ -
5. Other Local Funds (Identify)										\$ -	
5a.										\$ -	
5b.										\$ -	
6. Medicaid/OHP/Ccare										\$ -	
7. Volunteer and In-Kind (estimate value)										\$ -	
8. Other (Specify)										\$ -	
9. Other (Specify)										\$ -	
10. Other (Specify)										\$ -	
TOTAL REVENUE	\$		\$ -		\$ -		\$ -		\$ -		\$ -
B. EXPENDITURES											
1. Personal Services (Salaries and Benefits)										\$ -	\$ -
2. Services and Supplies (Total)	\$	-	\$	-	\$	-	\$	-	\$	-	\$
2a. Professional Services/Contracts										\$	\$
2b. Travel & Training										\$	\$
2c. General Supplies										\$	\$
2d. Medical Supplies										\$	\$
2e. Other (enter total from the "Other Services & Supplies Expenditures" Form)	\$	-	\$	-	\$	-	\$	-	\$	-	\$
3. Capital Outlay										\$	\$
4. Indirect Cost (%)										\$	\$
4a. Indirect Rate (%)											
TOTAL EXPENDITURES	\$	-	\$	-	\$	-	\$	-	\$	-	\$
Less Total Program Income			\$	-		\$	-		\$	-	\$
TOTAL REIMBURSABLE EXPENDITURES			\$	-		\$	-		\$	-	\$
WIC PROGRAM ONLY: Enter the Public Health Division Expenditures breakdown in the following categories for each quarter.											
C. CATEGORY		Q1: Jul, Aug, Sep		Q2: Oct, Nov, Dec		Q3: Jan, Feb, Mar		Q4: Apr, May, Jun		Fiscal Year To Date	
1. Client Services										\$	-
2. Nutrition Education										\$	-
3. Breastfeeding Promotion										\$	-
4. General Administration										\$	-
TOTAL WIC PROGRAM	\$		\$		\$		\$		\$		\$
D. CERTIFICATE	I certify to the best of my knowledge and belief that the report is true, complete and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the federal award. I am aware that any false, fictitious or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (2 CFR 200.415)										
PREPARED BY	PHONE	AUTHORIZED AGENT SIGNATURE					DATE				

Form Number 23-152

Revised January 2018

OHA - 2017-2019 INTERGOVERNMENTAL AGREEMENT - FOR THE FINANCING OF PUBLIC HEALTH SERVICES

WHO MUST COMPLETE THE FORM 23-152:	All agencies receiving funds awarded through Oregon Health Authority Intergovernmental Agreement for Financing Public Health Services must complete this report for each grant-funded program. Agencies are responsible for assuring that each report is completed accurately, signed and submitted in a timely manner.
WHERE TO SUBMIT REPORT:	OHA-PHD.Expend&RevReport@state.or.us
WHEN TO SUBMIT:	Reports for grants are due 25 days following the end of the 3-, 6-, and 9-month periods (10/25, 1/25, 4/25) and 50 days after the 12-month period (8/25) in each fiscal year. Any expenditure reports due and not received by the 25th could delay payments until reports have been received from the payee for the reporting period.
WHAT TO SUBMIT:	Submit both the main Expenditure and Revenue Report and the Other Services & Supplies Expenditures (Other S&S) Form.

INSTRUCTIONS FOR COMPLETING THE FORM

Report expenditures for both Non-OHA/PHD and OHA/PHD funds for which reimbursement is being claimed. This reporting feature is necessary for programs due to the requirement of matching federal dollars with state and/or local dollars.

- YEAR TO DATE expenditures are reported when payment is made or a legal obligation is incurred.
- YEAR TO DATE revenue is reported when recognized.

OHA/PHD: Oregon Health Authority/Public Health Division

Enter your **Agency name, Program Element Number and Title, and Fiscal Year** start and end dates.

Gray shaded areas do not need to be filled out.

A. REVENUE	Revenues that support program are to be entered for each quarter of the state fiscal year as either LPHA Revenue or Non-OHA/PHD Revenue.
LPHA Revenue	Report this income in Section A. PROGRAM INCOME/REVENUE, LPHA Revenue column, Lines 1 through 4, for each quarter. LPHA program income will be deducted from total OHA/PHD expenditures.
TOTAL PROGRAM INCOME	The total LPHA Revenue for each quarter and fiscal year to date. On the Excel report template, this is an auto sum field.
Non-OHA/PHD Revenue	Report this revenue in Section A. PROGRAM INCOME/REVENUE, Non-OHA/PHD Revenue column Lines 5 to 10, for each quarter. If applicable, identify sources of Line 5. Other Local Funds and specify type of Other for Lines 8 - 10. Non-OHA revenue are not subtracted from OHA/PHD expenditures.
TOTAL REVENUE	The total of LPHA and Non-OHA/PHD revenue for each quarter and fiscal year to date. On the Excel report template, this is an auto sum field.
Fiscal Year To Date	The YTD total LPHA or Non-OHA/PHD revenue for each line for the fiscal year. On the Excel report template, this is an auto sum field.
B. EXPENDITURES	Expenditures are to be entered for each quarter of the state fiscal year as either Non-OHA/PHD Expenditures or OHA/PHD Expenditures.
Non-OHA/PHD Expenditures	Program expenditures not reimbursed by the OHA Public Health Division.
OHA/PHD Expenditures	Reimbursable expenditures less program income.
Line 1. Personal Services	Report total salaries and benefits that apply to the program for each quarter. Payroll expenses may vary from month to month. Federal guidelines, 2 CFR 225 Appendix B.8. (OMB Circular A-87), require the maintenance of adequate time activity reports for individuals paid from grant funds.
Line 2. Services and Supplies (Total)	The total from the four subcategories (Lines 2a. through 2e.) below this category. On the Excel report template, this is an auto sum field.
Line 2a. Professional Services/Contracts	Report contract and other professional services expenditures for each quarter.
Line 2b. Travel & Training	Report travel and training expenditures for each quarter.
Line 2c. General Supplies	Report expenditures for materials & supplies costing less than \$5,000 per unit for each quarter.
Line 2d. Medical Supplies	Report expenditures for medical supplies for each quarter.

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Line 2e. Other	Report the Total Other S&S Expenditures from the Other S&S Expenditures Form. Data entry is done in the 'Other S&S Expenditures' Form by entering the type and amount of other services and supplies expenses.
Line 3. Capital Outlay	Report capital outlay expenditures for each quarter. Capital Outlay is defined as expenditure of a single item costing more than \$5,000 with a life expectancy of more than one year. Itemize all capital outlay expenditures by cost and description. Federal regulations require that capital equipment (desk, chairs, laboratory equipment, etc.) continue to be used within the program area. Property records for non-expendable personal property shall be maintained accurately per Subtitle A-Department of Health and Human Services, 45 Code of Federal Regulation (CFR) Part 92.32 and Part 74.34. <i>Prior approval must be obtained for any purchase of a single item or special purpose equipment having an acquisition cost of \$5,000 or more (PHS Grants Policy Statement; WIC, see Federal Regulations Section 246.14).</i>
Line 4. Indirect Cost (\$)	Report indirect costs for each quarter.
Line 4a. Indirect Rate (%)	Report the approved indirect rate percent within the (____%) area, in front of the % symbol. If no indirect rate or if you have a cost allocation plan, enter "N/A".
TOTAL EXPENDITURES	The total of OHA/PHD and Non-OHA/PHD expenditures for each quarter and fiscal year to date. On the Excel report template, this is an auto sum field.
Less Total Program Income	Take from the LPHA Revenue, TOTAL PROGRAM INCOME line in the Revenue section for each quarter and fiscal year to date. This is the OHA/PHD income that gets deducted from OHA/PHD total expenditures. On the Excel report template, this is an auto fill field.
TOTAL REIMBURSABLE EXPENDITURES	The total OHA/PHD expenditures less total program income for each quarter and fiscal YTD. The amount reimbursed by OHA-PHD. On the Excel report template, this is an auto calculate field.
Fiscal Year To Date	The YTD total of each expenditure category/subcategory of both OHA/PHD and Non-OHA/PHD for the fiscal year. On the Excel report template, this is an auto sum field.
C. WIC PROGRAM ONLY	Report the Public Health Division expenditures for the 4 categories listed in the WIC Program section for each quarter. Refer to Policy 315: Fiscal Requirements of the Oregon WIC Program Policy and Procedure Manual for definitions of the categories.
TOTAL WIC PROGRAM	The total of the four WIC expenditure categories for each quarter and fiscal year. On the Excel report template, this is an auto sum field.
Fiscal Year to Date	The YTD total of each WIC category for the fiscal year. On the Excel report template, this is an auto sum field.
D. CERTIFICATE	Certify the report.
Prepared By	Enter the name and phone number of the person preparing the report.
Authorized Agent Signature	Obtain the signature, name and date of the authorized agent.
Where to Submit Report	Email the report to the Email To: address indicated on the form.
REIMBURSEMENT FROM THE STATE	Transfer document will be forwarded to the county treasurer (where appropriate) with a copy to the local agency when OHA Public Health Division makes reimbursement
WHEN A BUDGET REVISION IS REQUIRED	It is understood that the pattern of expenses will follow the estimates set forth in the approved budget application. To facilitate program development, however, transfers between expense categories may be made by the local agency except in the following instances, when a budget revision will be required: <ul style="list-style-type: none"> ● If a transfer would result in or reflect a significant change in the character or scope of the program. ● If there is a significant expenditure in a budget category for which funds were not initially budgeted in approved application.

EXPLANATION OF FINANCIAL ASSISTANCE AWARD

The Financial Assistance Award set forth above and any Financial Assistance Award amendment must be read in conjunction with this explanation for purposes of understanding the rights and obligations of OHA and LPHA reflected in the Financial Assistance Award.

1. Format and Abbreviations in Financial Assistance Award

The Financial Assistance Award consists of the following Items and Columns:

- a. **Item 1 “Grantee”** is the name and address of the LPHA;
- b. **Item 2 “Issue Date” and “This Action”** is the date upon which the Financial Assistance Award is issued, and, if the Financial Assistance Award is a revision of a previously issued Financial Assistance Award; and
- c. **Item 3 “Award Period”** is the period of time for which the financial assistance is awarded and during which it must be expended by LPHA, subject to any restrictions set forth in the Footnotes section (see “Footnotes” below) of the Financial Assistance Award. Subject to the restrictions and limitations of this Agreement and except as otherwise specified in the Footnotes, the financial assistance may be expended at any time during the period for which it is awarded regardless of the date of this Agreement or the date the Financial Assistance Award is issued.
- d. **Item 4 “OHA Public Health Funds Approved”** is the section that contains information regarding the Program Elements for which OHA is providing financial assistance to LPHA under this Agreement and other information provided for the purpose of facilitating LPHA administration of the fiscal and accounting elements of this Agreement. Each Program Element for which financial assistance is awarded to LPHA under this Agreement is listed by its Program Element number and its Program Element name (full or abbreviated). In certain cases, funds may be awarded solely for a sub-element of a Program Element. In such cases, the sub-element for which financial assistance is awarded is listed by its Program Element number, its Program Element name (full or abbreviated) and its sub-element name (full or abbreviated) as specified in the Program Element. The awarded funds, administrative information and restrictions on a particular line are displayed in a columnar format as follows:
 - (1) **Column 1 “Program”** will contain the Program Element name and number for each Program Element (and sub-element name, if applicable) for which OHA has awarded financial assistance to LPHA under this Agreement. Each Program Element name and number set forth in this section of the Financial Assistance Award corresponds to a specific Program Element Description set forth in Exhibit B. Each sub-element name (if specified) corresponds to a specific sub-element of the specified Program Element.
 - (2) **Column 2 “Award Balance”** in instances in which a revision to the Financial Assistance Award is made pursuant to an amendment duly issued by OHA and executed by the parties, the presence of an amount in this column will indicate the amount of financial assistance that was awarded by OHA to the LPHA, for the Program Element (or sub-element) identified on that line, prior to the issuance of an amendment to this Agreement. The information contained in this column is for information only, for purpose of facilitating LPHA’s administration of the fiscal and accounting elements of this Agreement, does not create enforceable rights under this Agreement and shall not be considered in the interpretation of this Agreement.
 - (3) **Column 3 “Increase/(Decrease)”** in instances in which a revision to the Financial Assistance Award is made pursuant to an amendment duly issued by OHA and executed by the parties, the presence of an amount in this column will indicate the amount by which the financial assistance awarded by OHA to the LPHA, for the Program Element (or sub-element) identified on that line, is increased or decreased by an amendment to this Agreement. The information contained in this column is for information only, for purpose of

facilitating LPHA’s administration of the fiscal and accounting elements of this Agreement, does not create enforceable rights under this Agreement and shall not be considered in the interpretation of this Agreement.

(4) **Column 4 “New Award Balance”** the amount set forth in this column is the amount of financial assistance awarded by OHA to LPHA for the Program Element (or sub-element) identified on that line and is OHA’s maximum financial obligation under this Agreement in support of services comprising that Program Element (or sub-element). In instances in which OHA desires to limit or condition the expenditure of the financial assistance awarded by OHA to LPHA for the Program Element (or sub-element) in a manner other than that set forth in the Program Element Description or elsewhere in this Agreement, these limitations or conditions shall be indicated by a letter reference(s) to the “Footnotes” section, in which an explanation of the limitation or condition will be set forth.

e. **Item 5 “Footnotes”** this section sets forth any special limitations or conditions, if any, applicable to the financial assistance awarded by OHA to LPHA for a particular Program Element (or sub-element). The limitations or conditions applicable to a particular award are indicated by corresponding Program Element (PE) number references appearing in the “Footnotes” section and on the appropriate line of the “Grant Award” column of the “OHA Public Health Funds Approved” section. LPHA must comply with the limitations or conditions set forth in the “Footnotes” section when expending or utilizing financial assistance subject thereto.

f. **Item 6 “Comments”** this section sets forth additional footnotes, if any, applicable to the financial assistance awarded to OHA to LPHA for a particular Program Element. The limitations or conditions applicable to a particular award are indicated by corresponding Program Element (PE) number references appearing in the “Comments” section and on the appropriate line of the “Grant Award” column of the “OHA Public Health Funds Approved” section. LPHA must comply with the limitations or conditions set forth in the “Comments” section when expending or utilizing financial assistance subject thereto.

g. **Item 7 “Capital Outlay Requested in This Action”** in instances in which LPHA requests, and OHA approves an LPHA request for, expenditure of the financial assistance provided hereunder for a capital outlay, OHA’s approval of LPHA’s capital outlay request will be set forth in this section of the Financial Assistance Award. This section contains a section heading that explains the OHA requirement for obtaining OHA approval for an LPHA capital outlay prior to LPHA’s expenditure of financial assistance provided hereunder for that purpose, and provides a brief OHA definition of a capital outlay. The information associated with OHA’s approval of LPHA’s capital outlay request are displayed in a columnar format as follows:

- (1) **Column 1 “Program”** the information presented in this column indicates the particular Program Element (or sub-element), the financial assistance for which LPHA may expend on the approved capital acquisition.
- (2) **Column 2 “Item Description”** the information presented in this column indicates the specific item that LPHA is authorized to acquire.
- (3) **Column 3 “Cost”** the information presented in this column indicates the amount of financial assistance LPHA may expend to acquire the authorized item.
- (4) **Column 4 “Prog Approv”** the presence of the initials of an OHA official approves the LPHA request for capital outlay.

2. **Financial Assistance Award Amendments.** Amendments to the Financial Assistance Award are implemented as a full restatement of the Financial Assistance Award modified to reflect the amendment for each fiscal year. Therefore, if an amendment to this Agreement contains a new Financial Assistance Award, the Financial Assistance Award in the amendment supersedes and replaces, in its entirety, any prior Financial Assistance Award for that fiscal year.

**EXHIBIT D
SPECIAL TERMS AND CONDITIONS**

- 1. Enforcement of the Oregon Indoor Clean Air Act.** This section is for the purpose of providing for the enforcement of laws by LPHA relating to smoking and enforcement of the Oregon Indoor Clean Air Act (for the purposes of this section, the term “LPHA” will also refer to local government entities e.g. certain Oregon counties that agree to engage in this activity.)
 - a. Authority.** Pursuant to ORS 190.110, LPHA may agree to perform certain duties and responsibilities related to enforcement of the Oregon Indoor Clean Air Act, 433.835 through 433.875 and 433.990(D) (hereafter “Act”) as set forth below.
 - b. LPHA Responsibilities.** LPHA shall assume the following enforcement functions:
 - (1) Maintain records of all complaints received using the complaint tracking system provided by OHA’s Tobacco Prevention and Education Program (TPEP).
 - (2) Comply with the requirements set forth in OAR 333-015-0070 to 333-015-0085 using OHA enforcement procedures.
 - (3) Respond to and investigate all complaints received concerning noncompliance with the Act or rules adopted under the Act.
 - (4) Work with noncompliant sites to participate in the development of a remediation plan for each site found to be out of compliance after an inspection by the LPHA.
 - (5) Conduct a second inspection of all previously inspected sites to determine if remediation has been completed within the deadline specified in the remediation plan.
 - (6) Notify TPEP within five business days of a site’s failure to complete remediation, or a site’s refusal to allow an inspection or refusal to participate in development of a remediation plan. See Section c.(3) “OHA Responsibilities.”
 - (7) For each non-compliant site, within five business days of the second inspection, send the following to TPEP: intake form, copy of initial response letter, remediation form, and all other documentation pertaining to the case.
 - (8) LPHA shall assume the costs of the enforcement activities described in this section. In accordance with an approved Community-based work plan as prescribed in OAR 333-010-0330(3)(b), LPHAs may use Ballot Measure 44 funds for these enforcement activities.
 - (9) If a local government has local laws or ordinances that prohibit smoking in any areas listed in ORS 433.845, the local government is responsible to enforce those laws or ordinances using local enforcement procedures. In this event, all costs of enforcement will be the responsibility of the local government. Ballot Measure 44 funds may apply; see Subsection (8) above.
 - c. OHA Responsibilities.** OHA shall:
 - (1) Provide an electronic records maintenance system to be used in enforcement, including forms used for intake tracking, complaints, and site visit/remediation plan, and templates to be used for letters to workplaces and/or public places.
 - (2) Provide technical assistance to LPHAs.

- (3) Upon notification of a failed remediation plan, a site's refusal to allow a site visit, or a site's refusal to develop a remediation plan, review the documentation submitted by the LPHA and issue citations to non-compliant sites as appropriate.
- (4) If requested by a site, conduct contested case hearings in accordance with the Administrative Procedures Act, ORS 183.411 to 183.470.
- (5) Issue final orders for all such case hearings.
- (6) Pursue, within the guidelines provided in the Act and OAR 333-015-0070 through OAR 333-015-0085, cases of repeat offenders to assure compliance with the Act.

2. **HIPAA Compliance.** The health care component of OHA described in OAR 943-014-0015(1) is a Covered Entity and must comply with the Health Insurance Portability and Accountability Act and the federal regulations implementing the Act (collectively referred to as HIPAA). When explicitly stated in the Program Element definition table located in Exhibit A, LPHA is a Business Associate of the health care component of OHA and therefore must comply with OAR 943-014-0400 through OAR 943-014-0465 and the Business Associate requirements set forth in 45 CFR 164.502 and 164.504 as applicable. LPHA's failure to comply with these requirements shall constitute a default under this Agreement.
- a. **Consultation and Testing.** If LPHA reasonably believes that the LPHA's or OHA's data transactions system or other application of HIPAA privacy or security compliance policy may result in a violation of HIPAA requirements, LPHA shall promptly consult the OHA Information Security Office. LPHA or OHA may initiate a request for testing of HIPAA transaction requirements, subject to available resources and the OHA testing schedule.
 - b. **Data Transactions Systems.** If LPHA intends to exchange electronic data transactions with a health care component of OHA in connection with claims or encounter data, eligibility or enrollment information, authorizations or other electronic transaction, LPHA shall execute an Electronic Data Interchange (EDI) Trading Partner Agreement with OHA and shall comply with OHA EDI Rules set forth in OAR 943-120-0100 through 943-120-0200.

**EXHIBIT E
GENERAL TERMS AND CONDITIONS**

1. Disbursement and Recovery of Financial Assistance.

- a. Disbursement Generally.** Subject to the conditions precedent set forth below and except as otherwise specified in an applicable footnote in the Financial Assistance Award, OHA shall disburse financial assistance awarded for a particular Program Element, as described in the Financial Assistance Award, to LPHA in substantially equal monthly allotments during the period specified in the Financial Assistance Award for that Program Element, subject to the following:
- (1) At the request of LPHA, OHA may adjust monthly disbursements of financial assistance to meet LPHA program needs.
 - (2) OHA may reduce monthly disbursements of financial assistance as a result of, and consistent with, LPHA's underexpenditure of prior disbursements.
 - (3) After providing LPHA 30 calendar days advance notice, OHA may withhold monthly disbursements of financial assistance if any of LPHA's reports required to be submitted to OHA under this Exhibit E, Section 6 "Reporting Requirements" or that otherwise are not submitted in a timely manner or are incomplete or inaccurate. OHA may withhold the disbursements under this subsection until the reports have been submitted or corrected to OHA's satisfaction.

OHA may disburse to LPHA financial assistance for a Program Element in advance of LPHA's expenditure of funds on delivery of the services within that Program Element, subject to OHA recovery at Agreement Settlement of any excess disbursement. The mere disbursement of financial assistance to LPHA in accordance with the disbursement procedures described above does not vest in LPHA any right to retain those funds. Disbursements are considered an advance of funds to LPHA which LPHA may retain only to the extent the funds are expended in accordance with the terms and conditions of this Agreement.

- b. Conditions Precedent to Disbursement.** OHA's obligation to disburse financial assistance to LPHA under this Agreement is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:
- (1) No LPHA default as described in Exhibit F, Section 6 "LPHA Default" has occurred.
 - (2) LPHA's representations and warranties set forth in Exhibit F, Section 4 "Representations and Warranties" of this Exhibit are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.
- c. Recovery of Financial Assistance.**
- (1) **Notice of Underexpenditure or Misexpenditure.** If OHA believes there has been an Underexpenditure (as defined in Exhibit A) of moneys disbursed under this Agreement, OHA shall provide LPHA with written notice thereof and OHA and LPHA shall engage in the process described in "Recover of Underexpenditure" below. If OHA believes there has been a Misexpenditure (as defined in Exhibit A) of moneys disbursed to LPHA under this Agreement, OHA shall provide LPHA with written notice thereof and OHA and LPHA shall engage in the process described in "Recover of Misexpenditure" below.

(2) **Recovery of Underexpenditure.**

- (a) **LPHA's Response.** LPHA shall have 90 calendar days from the effective date of the notice of Underexpenditure to pay OHA in full or notify the OHA that it wishes to engage in the appeals process set forth in Section 1.c.(2)(b) below. If LPHA fails to respond within that 90-day time period, LPHA shall promptly pay the noticed Underexpenditure amount.
- (b) **Appeals Process.** If LPHA notifies OHA that it wishes to engage in an appeal process, LPHA and OHA shall engage in non-binding discussions to give the LPHA an opportunity to present reasons why it believes that there is no Underexpenditure, or that the amount of the Underexpenditure is different than the amount identified by OHA, and to give OHA the opportunity to reconsider its notice. LPHA and OHA may negotiate an appropriate apportionment of responsibility for the repayment of an Underexpenditure. At LPHA request, OHA will meet and negotiate with LPHA in good faith concerning appropriate apportionment of responsibility for repayment of an Underexpenditure. In determining an appropriate apportionment of responsibility, LPHA and OHA may consider any relevant factors. An example of a relevant factor is the extent to which either party contributed to an interpretation of a statute, regulation or rule prior to the expenditure that was officially reinterpreted after the expenditure. If OHA and LPHA reach agreement on the amount owed to OHA, LPHA shall promptly repay that amount to OHA by issuing payment to OHA or by directing OHA to withhold future payments pursuant to "Recover from Future Payments" below. If OHA and LPHA continue to disagree about whether there has been an Underexpenditure or the amount owed, the parties may agree to consider further appropriate dispute resolution processes, including, subject to Oregon Department of Justice (DOJ) and LPHA counsel approval, arbitration.
- (c) **Recovery From Future Payments.** To the extent that OHA is entitled to recover an Underexpenditure pursuant to "Appeal Process" above), OHA may recover the Underexpenditure by offsetting the amount thereof against future amounts owed to LPHA by OHA, including, but not limited to, any amount owed to LPHA by OHA under any other contract or agreement between LPHA and OHA, present or future. OHA shall provide LPHA written notice of its intent to recover the amounts of the Underexpenditure from amounts owed LPHA by OHA as set forth in this subsection), and shall identify the amounts owed by OHA which OHA intends to offset, (including contracts or agreements, if any, under which the amounts owed arose) LPHA shall then have 14 calendar days from the date of OHA's notice in which to request the deduction be made from other amounts owed to LPHA by OHA and identified by LPHA. OHA shall comply with LPHA's request for alternate offset, unless the LPHA's proposed alternative offset would cause OHA to violate federal or state statutes, administrative rules or other applicable authority, or would result in a delay in recovery that exceeds three months. In the event that OHA and LPHA are unable to agree on which specific amounts, owed to LPHA by OHA, the OHA may offset in order to recover the amount of the Underexpenditure, then OHA may select the particular contracts or agreements between OHA and LPHA and amounts from which it will recover the amount of the Underexpenditure, within the following limitations: OHA shall first look to amounts owed to LPHA (but unpaid) under this Agreement. If that amount is insufficient, then OHA may look to any other amounts currently owing or owed in the future to LPHA by OHA. In no case,

without the prior consent of LPHA, shall OHA deduct from any one payment due LPHA under the contract or agreement from which OHA is offsetting funds an amount in excess of twenty-five percent (25%) of that payment. OHA may look to as many future payments as necessary in order to fully recover the amount of the Underexpenditure.

(3) Recovery of Misexpenditure.

- (a) LPHA's Response.** From the effective date of the notice of Misexpenditure, LPHA shall have the lesser of: (i) 60 calendar days; or (ii) if a Misexpenditure relates to a Federal Government request for reimbursement, 30 calendar days fewer than the number of days (if any) OHA has to appeal a final written decision from the Federal Government, to either:
- i.** Make a payment to OHA in the full amount of the noticed Misexpenditure identified by OHA;
 - ii.** Notify OHA that LPHA wishes to repay the amount of the noticed Misexpenditure from future payments pursuant to "Recovery from Future Payments" below; or
 - iii.** Notify OHA that it wishes to engage in the applicable appeal process set forth in "Appeal Process for Misexpenditure" below.

If LPHA fails to respond within the time required by "Appeal Process for Misexpenditure" below, OHA may recover the amount of the noticed Misexpenditure from future payments as set forth in "Recovery from Future Payments" below.

- (b) Appeal Process for Misexpenditure.** If LPHA notifies OHA that it wishes to engage in an appeal process with respect to a noticed Misexpenditure, the parties shall comply with the following procedures, as applicable:
- i. Appeal from OHA-Identified Misexpenditure.** If OHA's notice of Misexpenditure is based on a Misexpenditure solely of the type described in Sections 15.b. or c. of Exhibit A, LPHA and OHA shall engage in the process described in this subsection to resolve a dispute regarding the noticed Misexpenditure. First, LPHA and OHA shall engage in non-binding discussions to give LPHA an opportunity to present reasons why it believes that there is, in fact, no Misexpenditure or that the amount of the Misexpenditure is different than the amount identified by OHA, and to give OHA the opportunity to reconsider its notice. LPHA and OHA may negotiate an appropriate apportionment of responsibility for the repayment of a Misexpenditure. At LPHA request, OHA will meet and negotiate with LPHA in good faith concerning appropriate apportionment of responsibility for repayment of a Misexpenditure. In determining an appropriate apportionment of responsibility, LPHA and OHA may consider any relevant factors. An example of a relevant factor is the extent to which either party contributed to an interpretation of a statute, regulation or rule prior to the expenditure that was officially reinterpreted after the expenditure. If OHA and LPHA reach agreement on the amount owed to OHA, LPHA shall promptly repay that amount to OHA by issuing payment to OHA or by directing OHA to withhold future payments pursuant to "Recovery from Future Payments" below. If OHA and LPHA continue to disagree as to whether or not there has been a

Misexpenditure or as to the amount owed, the parties may agree to consider further appropriate dispute resolution processes including, subject to Oregon Department of Justice (DOJ) and LPHA counsel approval, arbitration.

ii. Appeal from Federal-Identified Misexpenditure.

A. If OHA’s notice of Misexpenditure is based on a Misexpenditure of the type described in Exhibit A, Section 15.a. and the relevant Federal Agency provides a process either by statute or administrative rule to appeal the determination of improper use of federal funds, the notice of disallowance or other federal identification of improper use of funds and if the disallowance is not based on a federal or state court judgment founded in allegations of Medicaid fraud or abuse, then LPHA may, prior to 30 calendar days prior to the applicable federal appeals deadline, request that OHA appeal the determination of improper use, notice of disallowance or other federal identification of improper use of funds in accordance with the process established or adopted by the Federal Agency. If LPHA so requests that OHA appeal the determination of improper use of federal funds, federal notice of disallowance or other federal identification of improper use of funds, the amount in controversy shall, at the option of LPHA, be retained by the LPHA or returned to OHA pending the final federal decision resulting from the initial appeal. If the LPHA does request, prior to the deadline set forth above, that OHA appeal, OHA shall appeal the determination of improper use, notice of disallowance or other federal identification of improper use of funds in accordance with the established process and shall pursue the appeal until a decision is issued by the Departmental Grant Appeals Board of the U.S. Department of Health and Human Services (HHS) (the “Grant Appeals Board”) pursuant to the process for appeal set forth in 45 CFR. Subtitle A, Part 16, or an equivalent decision is issued under the appeal process established or adopted by the Federal Agency. LPHA and OHA shall cooperate with each other in pursuing the appeal. If the Grant Appeals Board or its equivalent denies the appeal then either LPHA, OHA, or both may, in their discretion, pursue further appeals. Regardless of any further appeals, within 90 calendar days of the date the federal decision resulting from the initial appeal is final, LPHA shall repay to OHA the amount of the noticed Misexpenditure (reduced, if at all, as a result of the appeal) by issuing payment to OHA or by directing OHA to withhold future payments pursuant to “Recovery From Future Payments” below. To the extent that LPHA retained any of the amount in controversy while the appeal was pending, the LPHA shall pay to OHA the interest, if any, charged by the Federal Government on such amount.

- B.** If the relevant Federal Agency does not provide a process either by statute or administrative rule to appeal the determination of improper use of federal funds, the notice of disallowance or other federal identification of improper use of funds or LPHA does not request that OHA pursue an appeal prior to 30 calendar days prior to the applicable federal appeals deadline, and if OHA does not appeal, then within 90 calendar days of the date the federal determination of improper use of federal funds, the federal notice of disallowance or other federal identification of improper use of funds is final LPHA shall repay to OHA the amount of the noticed Misexpenditure by issuing a payment to OHA or by directing OHA to withhold future payments pursuant to “Recovery From Future Payments” below.
- C.** If LPHA does not request that OHA pursue an appeal of the determination of improper use of federal funds, the notice of disallowance, or other federal identification of improper use of funds, prior to 30 calendar days prior to the applicable federal appeals deadline but OHA nevertheless appeals, LPHA shall repay to OHA the amount of the noticed Misexpenditure (reduced, if at all, as a result of the appeal) within 90 calendar days of the date the federal decision resulting from the appeal is final, by issuing payment to OHA or by directing OHA to withhold future payments pursuant to “Recover From Future Payments” below.
- D.** Notwithstanding Subsection a, i. through iii. above, if the Misexpenditure was expressly authorized by an OHA rule or an OHA writing signed by an authorized person that applied when the expenditure was made, but was prohibited by federal statutes or regulations that applied when the expenditure was made, LPHA will not be responsible for repaying the amount of the Misexpenditure to OHA, provided that:
- I.** Where post-expenditure official reinterpretation of federal statutes or regulations results in a Misexpenditure, LPHA and OHA will meet and negotiate in good faith an appropriate apportionment of responsibility between them for repayment of the Misexpenditure.
- II.** For purposes of this Subsection D., an OHA writing must interpret this Agreement or an OHA rule and be signed by the Director of the OHA or by one of the following OHA officers concerning services in the category where the officers are listed:
- Public Health Services:**
- Public Health Director
 - Public Health Director of Fiscal and Business Operations
- OHA shall designate alternate officers in the event the offices designated in the previous sentence are abolished. Upon LPHA request, OHA shall notify LPHA of the names

of individual officers with the above titles. OHA shall send OHA writings described in this paragraph to LPHA by mail and email.

- III. The writing must be in response to a request from LPHA for expenditure authorization, or a statement intended to provide official guidance to LPHA or counties generally for making expenditures under this Agreement. The writing must not be contrary to this Agreement or contrary to law or other applicable authority that is clearly established at the time of the writing.
- IV. If OHA writing is in response to a request from LPHA for expenditure authorization, the request must be in writing and signed by the director of an LPHA department with authority to make such a request or by the LPHA Counsel. It must identify the supporting data, provisions of this Agreement and provisions of applicable law relevant to determining if the expenditure should be authorized.
- V. An OHA writing expires on the date stated in the writing, or if no expiration date is stated, six years from the date of the writing. An expired OHA writing continues to apply to LPHA expenditures that were made in compliance with the writing and during the term of the writing.
- VI. OHA may revoke or revise an OHA writing at any time if it determines in its sole discretion that the writing allowed expenditure in violation of this Agreement or law or any other applicable authority.
- VII. OHA rule does not authorize an expenditure that this Agreement prohibits.

- (c) **Recovery From Future Payments.** To the extent that OHA is entitled to recover a Misexpenditure pursuant to “Appeal Process for Misexpenditure” above, OHA may recover the Misexpenditure by offsetting the amount thereof against future amounts owed to LPHA by OHA, including but not limited to, any amount owed to LPHA by OHA under this Agreement or any amount owed to LPHA by OHA under any other contract or agreement between LPHA and OHA, present or future. OHA shall provide LPHA written notice of its intent to recover the amount of the Misexpenditure from amounts owed LPHA by OHA as set forth in this Subsection (c) and shall identify the amounts owed by OHA that OHA intends to offset (including the contracts or agreements, if any, under which the amounts owed arose and from those OHA wishes to deduct payments from). LPHA shall then have 14 calendar days from the date of OHA's notice in which to request the deduction be made from other amounts owed to LPHA by OHA and identified by LPHA. OHA shall comply with LPHA's request for alternate offset, unless the LPHA's proposed alternative offset would cause OHA to violate federal or state statutes, administrative rules or other applicable authority. In the event that OHA and LPHA are unable to agree on which specific amounts are owed to LPHA by OHA, that OHA may offset in order to recover the amount of the Misexpenditure, then OHA may select the particular contracts or agreements between OHA and County and amounts from which it will recover the amount of the

Misexpenditure, after providing notice to LPHA, and within the following limitations: OHA shall first look to amounts owed to LPHA (but unpaid) under this Agreement. If that amount is insufficient, then OHA may look to any other amounts currently owing or owed in the future to LPHA by OHA. In no case, without the prior consent of LPHA, shall OHA deduct from any one payment due LPHA under the contract or agreement from which OHA is offsetting funds an amount in excess of twenty-five percent (25%) of that payment. OHA may look to as many future payments as necessary in order to fully recover the amount of the Misexpenditure.

d. Additional Provisions With Respect to Underexpenditures and Misexpenditures.

- (1) LPHA shall cooperate with OHA in the Agreement Settlement process.
- (2) OHA's right to recover Underexpenditures and Misexpenditures from LPHA under this Agreement is not subject to or conditioned on LPHA's recovery of any money from any other entity.
- (3) If the exercise of the OHA's right to offset under this provision requires the LPHA to complete a re-budgeting process, nothing in this provision shall be construed to prevent the LPHA from fully complying with its budgeting procedures and obligations, or from implementing decisions resulting from those procedures and obligations.
 - (a) Nothing in this provision shall be construed as a requirement or agreement by the LPHA or the OHA to negotiate and execute any future contract with the other.
 - (b) Nothing in this Section 1.d. shall be construed as a waiver by either party of any process or remedy that might otherwise be available.

2. **Use of Financial Assistance.** LPHA may use the financial assistance disbursed to LPHA under this Agreement solely to cover actual Allowable Costs reasonably and necessarily incurred to implement Program Elements during the term of this Agreement. LPHA may not expend financial assistance provided to LPHA under this Agreement for a particular Program Element (as reflected in the Financial Assistance Award) on the implementation of any other Program Element.
3. **Subcontracts.** Except when the Program Element Description expressly requires a Program Element Service or a portion thereof to be delivered by LPHA directly, and except for the performance of any function, duty or power of the LPHA related to governance as that is described in OAR 333-014-0580, LPHA may use the financial assistance provided under this Agreement for a particular Program Element service to purchase that service, or portion thereof, from a third person or entity (a "Subcontractor") through a contract (a "Subcontract"). Subject to "Subcontractor Monitoring" below, LPHA may permit a Subcontractor to purchase the service, or a portion thereof, from another person or entity under a subcontract and such subcontractors shall also be considered Subcontractors for purposes of this Agreement and the subcontracts shall be considered Subcontracts for purposes of this Agreement. LPHA shall not permit any person or entity to be a Subcontractor unless the person or entity holds all licenses, certificates, authorizations and other approvals required by applicable law to deliver the Program Element service. The Subcontract must be in writing and contain each of the provisions set forth in Exhibit H, in substantially the form set forth therein, in addition to any other provisions that must be included to comply with applicable law, that must be included in a Subcontract under the terms of this Agreement or that are necessary to implement Program Element service delivery in accordance with the applicable Program Element Descriptions and the other terms and conditions of this Agreement. LPHA shall maintain an originally executed copy of each Subcontract at its office and shall furnish a copy of any Subcontract to OHA upon request. LPHA must comply with OAR 333-014-0570 and 333-014-0580 and ensure that any subcontractor of a Subcontractor comply with OAR 333-014-0570.

4. **Subcontractor Monitoring.** In accordance with 2 CFR §200.331, LPHA shall monitor each Subcontractor's delivery of Program Element services and promptly report to OHA when LPHA identifies a major deficiency in a Subcontractor's delivery of a Program Element service or in a Subcontractor's compliance with the Subcontract between the Subcontractor and LPHA. LPHA shall promptly take all necessary action to remedy any identified deficiency. LPHA shall also monitor the fiscal performance of each Subcontractor and shall take all lawful management and legal action necessary to pursue this responsibility. In the event of a major deficiency in a Subcontractor's delivery of a Program Element service or in a Subcontractor's compliance with the Subcontract between the Subcontractor and LPHA, nothing in this Agreement shall limit or qualify any right or authority OHA has under state or federal law to take action directly against the Subcontractor.
5. **Alternative Formats and Translation of Written Materials, Interpreter Services.** In connection with the delivery of Program Element services, LPHA shall:
 - a. Make available to an LPHA Client, without charge to the LPHA Client, upon the LPHA Client's or OHA's request, any and all written materials in alternate, if appropriate, formats as required by OHA's administrative rules or by OHA's written policies made available to LPHA.
 - b. Make available to an LPHA Client, without charge to the LPHA Client, upon the LPHA Client's or OHA's request, any and all written materials in the prevalent non-English languages in LPHA's service area.
 - c. Make available to an LPHA Client, without charge to the LPHA Client, upon the LPHA Client's or OHA's request, oral interpretation services in all non-English languages in LPHA's service area.
 - d. Make available to an LPHA Client with hearing impairment, without charge to the LPHA Client, upon the LPHA Client's or OHA's request, sign language interpretation services and telephone communications access services.

For purposes of the foregoing, "written materials" includes, without limitation, all written materials created by LPHA in connection with the Services and all Subcontracts related to this Agreement. The LPHA may develop its own forms and materials and with such forms and materials the LPHA shall be responsible for making them available to an LPHA Client, without charge to the LPHA Client or OHA, in the prevalent non-English language. OHA shall be responsible for making its forms and materials available, without charge to the LPHA Client or LPHA, in the prevalent non-English language.

6. **Reporting Requirements.** For each calendar quarter or portion thereof, during the term of this Agreement, in which LPHA expends and receives financial assistance awarded to LPHA by OHA under this Agreement, LPHA shall prepare and deliver to OHA, no later than the 25 calendar days following the end of the first, second, and third quarters (or end of three, six, and nine month periods) and 50 calendar days following the end of the fourth quarter (or 12 month period) the following reports:

A separate expenditure report for each Program in which LPHA expenditures and receipts of financial assistance occurred during the quarter as funded by indication on the original or formally amended Financial Assistance Award located in the same titled section of Exhibit C of this Agreement. Each report, must be substantially in the form set forth in Exhibit C titled "Oregon Health Authority, Public Health Division Expenditure and Revenue Report."

All reports must be completed in accordance with the associated instructions and must provide complete, specific and accurate information on LPHA's use of the financial assistance disbursed to LPHA hereunder. In addition, LPHA shall comply with all other reporting requirements set forth in this Agreement, including but not limited to, all reporting requirements set forth in applicable Program Element descriptions. OHA may request information and LPHA shall provide if requested by OHA, the amount of LPHA's, as well as any of LPHA's subcontractors' and sub recipients', administrative costs as part of either direct or indirect costs, as defined by federal regulations and guidance. If LPHA fails to

comply with these reporting requirements, OHA may withhold future disbursements of all financial assistance under this Agreement, as further described in Section 1 of this Exhibit E.

7. **Operation of Public Health Program.** LPHA shall operate (or contract for the operation of) a public health program during the term of this Agreement. If LPHA uses financial assistance provided under this Agreement for a particular Program Element, LPHA shall include that Program Element in its public health program from the date it begins using the funds provided under this Agreement for that Program Element until the earlier of (a) termination or expiration of this Agreement, (b) termination by OHA of OHA's obligation to provide financial assistance for that Program Element, in accordance with Exhibit F, Section 8 "Termination" or (c) termination by LPHA, in accordance with Exhibit F, Section 8 "Termination", of LPHA's obligation to include that Program Element in its public health program.
8. **Technical Assistance.** During the term of this Agreement, OHA shall provide technical assistance to LPHA in the delivery of Program Element services to the extent resources are available to OHA for this purpose. If the provision of technical assistance to the LPHA concerns a Subcontractor, OHA may require, as a condition to providing the assistance, that LPHA take all action with respect to the Subcontractor reasonably necessary to facilitate the technical assistance.
9. **Payment of Certain Expenses.** If OHA requests that an employee of LPHA, or a Subcontractor or a citizen providing services or residing within LPHA's service area, attend OHA training or an OHA conference or business meeting and LPHA has obligated itself to reimburse the individual for travel expenses incurred by the individual in attending the training or conference, OHA may pay those travel expenses on behalf of LPHA but only at the rates and in accordance with the reimbursement procedures set forth in the Oregon Accounting Manual <http://www.oregon.gov/DAS/Pages/Programs.aspx> as of the date the expense was incurred and only to the extent that OHA determines funds are available for such reimbursement.
10. **Effect of Amendments Reducing Financial Assistance.** If LPHA and OHA amend this Agreement to reduce the amount of financial assistance awarded for a particular Program Element, LPHA is not required by this Agreement to utilize other LPHA funds to replace the funds no longer received under this Agreement as a result of the amendment, and LPHA may, from and after the date of the amendment, reduce the quantity of that Program Element service included in its public health program commensurate with the amount of the reduction in financial assistance awarded for that Program Element. Nothing in the preceding sentence shall affect LPHA's obligations under this Agreement with respect to financial assistance actually disbursed by OHA under this Agreement or with respect to Program Element services actually delivered.
11. **Resolution of Disputes over Additional Financial Assistance Owed LPHA After Termination or Expiration.** If, after termination or expiration of this Agreement, LPHA believes that OHA disbursements of financial assistance under this Agreement for a particular Program Element are less than the amount of financial assistance that OHA is obligated to provide to LPHA under this Agreement for that Program Element, as determined in accordance with the applicable financial assistance calculation methodology, LPHA shall provide OHA with written notice thereof. OHA shall have 90 calendar days from the effective date of LPHA's notice to pay LPHA in full or notify LPHA that it wishes to engage in a dispute resolution process. If OHA notifies LPHA that it wishes to engage in a dispute resolution process, LPHA and OHA's Public Health Director (or delegate) shall engage in non-binding discussion to give OHA an opportunity to present reasons why it believes that it does not owe LPHA any additional financial assistance or that the amount owed is different than the amount identified by LPHA in its notices, and to give LPHA the opportunity to reconsider its notice. If OHA and LPHA reach agreement on the additional amount owed to LPHA, OHA shall promptly pay that amount to LPHA. If OHA and LPHA continue to disagree as to the amount owed, the parties may agree to consider further appropriate dispute resolution processes, including, subject to Oregon Department of Justice and LPHA counsel approval, binding arbitration. Nothing in this section shall preclude the

LPHA from raising underpayment concerns at any time prior to termination of this Agreement under “Resolution of Disputes, Generally” below.

- 12. Resolution of Disputes, Generally.** In addition to other processes to resolve disputes provided in this Exhibit, either party may notify the other party that it wishes to engage in a dispute resolution process. Upon such notification, the parties shall engage in non-binding discussion to resolve the dispute. If the parties do not reach agreement as a result of non-binding discussion, the parties may agree to consider further appropriate dispute resolution processes, including, subject to Oregon Department of Justice and LPHA counsel approval, binding arbitration. The rights and remedies set forth in this Agreement are not intended to be exhaustive and the exercise by either party of any right or remedy does not preclude the exercise of any other rights or remedies at law or in equity.
- 13.** Nothing in this Agreement shall cause or require LPHA or OHA to act in violation of state or federal constitutions, statutes, regulations or rules. The parties intend this limitation to apply in addition to any other limitation in this Agreement, including limitations in Section 1 of this Exhibit E.
- 14. Purchase and Disposition of Equipment.**
 - a.** For purposes of this section, “Equipment” means tangible, non-expendable personal property having a useful life of more than one year and a net acquisition cost of more than \$5,000 per unit. However, for purposes of information technology equipment, the monetary threshold does not apply. Information technology equipment shall be tracked for the mandatory line categories listed below:
 - (1) Network
 - (2) Personal Computer
 - (3) Printer/Plotter
 - (4) Server
 - (5) Storage
 - (6) Software
 - b.** For any Equipment authorized by OHA for purchase with funds from this Agreement, ownership shall be in the name of the LPHA and LPHA is required to accurately maintain the following Equipment inventory records:
 - (1) description of the Equipment;
 - (2) serial number;
 - (3) where Equipment was purchased;
 - (4) acquisition cost and date; and
 - (5) location, use and condition of the Equipment
 - c.** LPHA shall provide the Equipment inventory list to the Agreement Administrator annually by June 30th of each year. LPHA shall be responsible to safeguard any Equipment and maintain the Equipment in good repair and condition while in the possession of LPHA or any subcontractors. LPHA shall depreciate all Equipment, with a value of more than \$5,000, using the straight line method.

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- d.** Upon termination of this Agreement, or any service thereof, for any reason whatsoever, LPHA shall, upon request by OHA, immediately, or at such later date specified by OHA, tender to OHA any and all Equipment purchased with funds under this Agreement as OHA may require to be returned to the State. At OHA's direction, LPHA may be required to deliver said Equipment to a subsequent Subcontractor for that Subcontractor's use in the delivery of services formerly provided by LPHA. Upon mutual agreement, in lieu of requiring LPHA to tender the Equipment to OHA or to a subsequent Subcontractor, OHA may require LPHA to pay to OHA the current value of the Equipment. Equipment value will be determined as of the date of Agreement or service termination.
- e.** If funds from this Agreement are authorized by OHA to be used as a portion of the purchase price of Equipment, requirements relating to title, maintenance, Equipment inventory reporting and residual value shall be negotiated and the agreement reflected in a special condition or Footnote authorizing the purchase.
- f.** Notwithstanding anything herein to the contrary, LPHA shall comply with CFR Subtitle B with guidance at 2 CFR Part 200 as amended, which generally describes the required maintenance, documentation, and allowed disposition of equipment purchased with federal grant funds.

**EXHIBIT F
STANDARD TERMS AND CONDITIONS**

- 1. 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 the parties that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within a circuit court for the State of Oregon of proper jurisdiction. THE PARTIES, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENT TO THE IN PERSONAM JURISDICTION OF SAID COURTS. Except as provided in this section neither party waives 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. The parties acknowledge that this is a binding and enforceable agreement and, to the extent permitted by law, expressly waive any defense alleging that either party does not have the right to seek judicial enforcement of this Agreement.
- 2. Compliance with Law.** Both parties shall comply with laws, regulations and executive orders to which they are subject and which are applicable to the Agreement or to the delivery of Program Element services. Without limiting the generality of the foregoing, both parties expressly agree to comply with the following laws, rules, regulations and executive orders to the extent they are applicable to the Agreement: (a) OAR 943-005-0000 through 943-005-0007, prohibiting discrimination against individuals with disabilities, as may be revised, and all applicable requirements of state civil rights and rehabilitation statutes, rules and regulations; (b) all state laws governing operation of locally administered public health programs, including without limitation, all administrative rules adopted by OHA related to public health programs; (c) all state laws requiring reporting of LPHA Client abuse; (d) ORS 659A.400 to 659A.409, ORS 659A.145; (e) 45 CFR 164 Subpart C; and all regulations and administrative rules established pursuant to those laws in the construction, remodeling, maintenance and operation of any structures and facilities, and in the conduct of all programs, services and training associated with the delivery of Program Element services. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated. All employers, including LPHA and OHA, that employ subject workers who provide Program Element services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126.
- 3. Independent Contractors.** The parties agree and acknowledge that their relationship is that of independent contracting parties and that LPHA is an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265 or otherwise.
- 4. Representations and Warranties.**

 - a.** LPHA represents and warrants as follows:

 - (1) Organization and Authority.** LPHA is a political subdivision of the State of Oregon duly organized and validly existing under the laws of the State of Oregon. LPHA has full power, authority and legal right to make this Agreement and to incur and perform its obligations hereunder.
 - (2) Due Authorization.** The making and performance by LPHA of this Agreement (a) have been duly authorized by all necessary action by LPHA; (b) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of LPHA's charter or other organizational document; and (c) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which LPHA is a party or by which LPHA may be bound or affected. No authorization,

consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by LPHA of this Agreement.

- (3) **Binding Obligation.** This Agreement has been duly executed and delivered by LPHA and constitutes a legal, valid and binding obligation of LPHA, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.
- (4) **Program Element Services.** To the extent Program Element services are performed by LPHA, the delivery of each Program Element service will comply with the terms and conditions of this Agreement and meet the standards for such Program Element service as set forth herein, including but not limited to, any terms, conditions, standards and requirements set forth in the Financial Assistance Award and applicable Program Element Description.

b. OHA represents and warrants as follows:

- (1) **Organization and Authority.** OHA has full power, authority and legal right to make this Agreement and to incur and perform its obligations hereunder.
- (2) **Due Authorization.** The making and performance by OHA of this Agreement: (a) have been duly authorized by all necessary action by OHA; (b) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency; and (c) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which OHA is a party or by which OHA may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by OHA of this Agreement, other than approval by the Department of Justice if required by law.
- (3) **Binding Obligation.** This Agreement has been duly executed and delivered by OHA and constitutes a legal, valid and binding obligation of OHA, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.

c. Warranties Cumulative. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

5. **Ownership of Intellectual Property.**

- a. Except as otherwise expressly provided herein, or as otherwise required by state or federal law, OHA will not own the right, title and interest in any intellectual property created or delivered by LPHA or a Subcontractor in connection with the Program Element services with respect to that portion of the intellectual property that LPHA owns, LPHA grants to OHA a perpetual, worldwide, non-exclusive, royalty-free and irrevocable license, subject to any provisions in this Agreement that restrict or prohibit dissemination or disclosure of information, to (1) use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the intellectual property, (2) authorize third parties to exercise the rights set forth in Section 5.a.(1) on OHA's behalf, and (3) sublicense to third parties the rights set forth in Section 5.a.(1).
- b. If state or federal law requires that OHA or LPHA grant to the United States a license to any intellectual property, or if state or federal law requires that OHA or the United States own the intellectual property, then LPHA shall execute such further documents and instruments as OHA may reasonably request in order to make any such grant or to assign ownership in the intellectual

property to the United States or OHA. To the extent that OHA becomes the owner of any intellectual property created or delivered by LPHA in connection with the Program Element services, OHA will grant a perpetual, worldwide, non-exclusive, royalty-free and irrevocable license, subject to any provisions in this Agreement that restrict or prohibit dissemination or disclosure of information, to LPHA to use, copy, distribute, display, build upon and improve the intellectual property.

- c. LPHA shall include in its Subcontracts terms and conditions necessary to require that Subcontractors execute such further documents and instruments as OHA may reasonably request in order to make any grant of license or assignment of ownership that may be required by federal or state law.

6. **LPHA Default.** LPHA shall be in default under this Agreement upon the occurrence of any of the following events:

- a. LPHA fails to perform, observe or discharge any of its covenants, agreements or obligations set forth herein.
- b. Any representation, warranty or statement made by LPHA herein or in any documents or reports made by LPHA in connection herewith that are reasonably relied upon by OHA to measure the delivery of Program Element services, the expenditure of financial assistance or the performance by LPHA is untrue in any material respect when made;
- c. LPHA: (1) applies for or consents to the appointment of, or taking of possession by, a receiver, custodian, trustee, or liquidator of itself or all of its property; (2) admits in writing its inability, or is generally unable, to pay its debts as they become due; (3) makes a general assignment for the benefit of its creditors; (4) is adjudicated as bankrupt or insolvent; (5) commences a voluntary case under the federal Bankruptcy Code (as now or hereafter in effect); (6) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts; (7) fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against it in an involuntary case under the Bankruptcy Code; or (8) takes any action for the purpose of effecting any of the foregoing; or
- d. A proceeding or case is commenced, without the application or consent of LPHA, in any court of competent jurisdiction, seeking: (1) the liquidation, dissolution or winding-up, or the composition or readjustment of debts, of LPHA; (2) the appointment of a trustee, receiver, custodian, liquidator, or the like of LPHA or of all or any substantial part of its assets; or (3) similar relief in respect to LPHA under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case continues undismissed, or an order, judgment, or decree approving or ordering any of the foregoing is entered and continues unstayed and in effect for a period of sixty consecutive days, or an order for relief against LPHA is entered in an involuntary case under the Federal Bankruptcy Code (as now or hereafter in effect).
- e. The delivery of any Program Element fails to comply satisfactorily to OHA with the terms and conditions of this Agreement or fails to meet the standards for a Program Element as set forth herein, including but not limited to, any terms, condition, standards and requirements set forth in the Financial Assistance Award and applicable Program Element Description.

7. **OHA Default.** OHA shall be in default under this Agreement upon the occurrence of any of the following events:

- a. OHA fails to perform, observe or discharge any of its covenants, agreements, or obligations set forth herein; or

- b. Any representation, warranty or statement made by OHA herein or in any documents or reports made in connection herewith or relied upon by LPHA to measure performance by OHA is untrue in any material respect when made.

8. Termination.

- a. **LPHA Termination.** LPHA may terminate this Agreement in its entirety or may terminate its obligation to include one or more particular Program Elements in its public health program:
 - (1) For its convenience, upon at least three calendar months advance written notice to OHA, with the termination effective as of the first day of the month following the notice period;
 - (2) Upon 45 calendar days advance written notice to OHA, if LPHA does not obtain funding, appropriations and other expenditure authorizations from LPHA's governing body, federal, state or other sources sufficient to permit LPHA to satisfy its performance obligations under this Agreement, as determined by LPHA in the reasonable exercise of its administrative discretion;
 - (3) Upon 30 calendar days advance written notice to OHA, if OHA is in default under this Agreement and such default remains uncured at the end of said 30 calendar day period or such longer period, if any, as LPHA may specify in the notice; or
 - (4) Immediately upon written notice to OHA, if Oregon statutes or federal laws, regulations or guidelines are modified, changed or interpreted by the Oregon Legislative Assembly, the federal government or a court in such a way that LPHA no longer has the authority to meet its obligations under this Agreement.
- b. **OHA Termination.** OHA may terminate this Agreement in its entirety or may terminate its obligation to provide financial assistance under this Agreement for one or more particular Program Elements described in the Financial Assistance Award:
 - (1) For its convenience, upon at least three calendar months advance written notice to LPHA, with the termination effective as of the first day of the month following the notice period;
 - (2) Upon 45 calendar days advance written notice to LPHA, if OHA does not obtain funding, appropriations and other expenditure authorizations from federal, state or other sources sufficient to meet the payment obligations of OHA under this Agreement, as determined by OHA in the reasonable exercise of its administrative discretion. Notwithstanding the preceding sentence, OHA may terminate this Agreement in its entirety or may terminate its obligation to provide financial assistance under this Agreement for one or more particular Program Elements immediately upon written notice to LPHA, or at such other time as it may determine, if action by the federal government to terminate or reduce funding or if action by the Oregon Legislative Assembly or Emergency Board to terminate or reduce OHA's legislative authorization for expenditure of funds to such a degree that OHA will no longer have sufficient expenditure authority to meet its payment obligations under this Agreement, as determined by OHA in the reasonable exercise of its administrative discretion, and the effective date for such reduction in expenditure authorization is less than 45 calendar days from the date the action is taken;
 - (3) Immediately upon written notice to LPHA if Oregon statutes or federal laws, regulations or guidelines are modified, changed or interpreted by the Oregon Legislative Assembly, the federal government or a court in such a way that OHA no longer has the authority to meet its obligations under this Agreement or no longer has the authority to provide the financial assistance from the funding source it had planned to use;

- (4) Upon 30 calendar days advance written notice to LPHA, if LPHA is in default under this Agreement and such default remains uncured at the end of said 30 calendar day period or such longer period, if any, as OHA may specify in the notice;
- (5) Immediately upon written notice to LPHA, if any license or certificate required by law or regulation to be held by LPHA or a Subcontractor to deliver a Program Element service described in the Financial Assistance Award is for any reason denied, revoked, suspended, not renewed or changed in such a way that LPHA or a Subcontractor no longer meets requirements to deliver the service. This termination right may only be exercised with respect to the particular Program Element impacted by the loss of necessary licensure or certification; or
- (6) Immediately upon written notice to LPHA, if OHA determines that LPHA or any of its Subcontractors have endangered or are endangering the health or safety of an LPHA Client or others in performing the Program Element services covered in this Agreement.

9. Effect of Termination

- a. Upon termination of this Agreement in its entirety, OHA shall have no further obligation to pay or disburse financial assistance to LPHA under this Agreement, whether or not OHA has paid or disbursed to LPHA all financial assistance described in the Financial Assistance Award except: (1) with respect to funds described in the Financial Assistance Award, to the extent OHA's disbursement of financial assistance for a particular Program Element service, the financial assistance for which is calculated on a rate per unit of service or service capacity basis, is less than the applicable rate multiplied by the number of applicable units of the Program Element service or Program Element service capacity of that type performed or made available from the effective date of this Agreement through the termination date; and (2) with respect to funds described in the Financial Assistance Award, to the extent OHA's disbursement of financial assistance for a particular Program Element service, the financial assistance for which is calculated on a cost reimbursement basis, is less than the cumulative actual Allowable Costs reasonably and necessarily incurred with respect to delivery of that Program Element service, from the effective date of this Agreement through the termination date.
- b. Upon termination of LPHA's obligation to perform under a particular Program Element service, OHA shall have: (1) no further obligation to pay or disburse financial assistance to LPHA under this Agreement for administration of that Program Element service whether or not OHA has paid or disbursed to LPHA all financial assistance described in the Financial Assistance Award for administration of that Program Element; and (2) no further obligation to pay or disburse any financial assistance to LPHA under this Agreement for such Program Element service whether or not OHA has paid or disbursed to LPHA all financial assistance described in the Financial Assistance Award for such Program Element service except: (a) with respect to funds described in the Financial Assistance Award, to the extent OHA's disbursement of financial assistance for the particular Program Element service, the financial assistance for which is calculated on a rate per unit of service or service capacity basis, is less than the applicable rate multiplied by the number of applicable units of the Program Element service or Program Element service capacity of that type performed or made available during the period from the effective date of this Agreement through the termination date; and (b) with respect to funds described in the Financial Assistance Award, to the extent OHA's disbursement of financial assistance for a particular Program Element service, the financial assistance for which is calculated on a cost reimbursement basis, is less than the cumulative actual Allowable Costs reasonably and necessarily incurred by LPHA with respect to delivery of that Program Element service during the period from the effective date of this Agreement through the termination date.

- c. Upon termination of OHA's obligation to provide financial assistance under this Agreement for a particular Program Element service, LPHA shall have no further obligation under this Agreement to provide that Program Element service.
 - d. **Disbursement Limitations.** Notwithstanding Subsections a. and b. above, under no circumstances will OHA be obligated to provide financial assistance to LPHA for a particular Program Element service in excess of the amount awarded under this Agreement for that Program Element service as set forth in the Financial Assistance Award.
 - e. **Survival.** Exercise of a termination right set forth in Section 8 "Termination" of this Exhibit F in accordance with its terms, shall not affect LPHA's right to receive financial assistance to which it is entitled hereunder as described in Subsections a. and b. above or the right of OHA or LPHA to invoke the dispute resolution processes under "Resolution of Disputes over Additional Financial Assistance Owed to LPHA After Termination" or "Resolution of Disputes, Generally" below. Notwithstanding Subsections a. and b. above, exercise of the termination rights in the "Termination" above or termination of this Agreement in accordance with its terms, shall not affect LPHA's obligations under this Agreement or OHA's right to enforce this Agreement against LPHA in accordance with its terms, with respect to financial assistance actually disbursed by OHA under this Agreement, or with respect to Program Element services actually delivered. Specifically, but without limiting the generality of the preceding sentence, exercise of a termination right set forth in "Termination" above or termination of this Agreement in accordance with its terms shall not affect LPHA's representations and warranties; reporting obligations; record-keeping and access obligations; confidentiality obligations; obligation to comply with applicable federal requirements; the restrictions and limitations on LPHA's expenditure of financial assistance actually disbursed by OHA hereunder, LPHA's obligation to cooperate with OHA in the Agreement Settlement process; or OHA's right to recover from LPHA; in accordance with the terms of this Agreement; any financial assistance disbursed by OHA under this Agreement that is identified as an Underexpenditure or Misexpenditure. If a termination right set forth in the "Termination" above is exercised, both parties shall make reasonable good faith efforts to minimize unnecessary disruption or other problems associated with the termination.
10. **Insurance.** LPHA shall require first-tier Subcontractors, which are not units of local government, to maintain insurance as set forth in Exhibit I, "Subcontractor Insurance Requirements", which is attached hereto.
11. **Records Maintenance, Access, and Confidentiality.**
- a. **Access to Records and Facilities.** OHA, the Secretary of State's Office of the State of Oregon, the Federal Government, and their duly authorized representatives shall have access to the books, documents, papers and records of LPHA that are directly related to this Agreement, the financial assistance provided hereunder, or any Program Element service for the purpose of making audits, examinations, excerpts, copies and transcriptions. In addition, upon 24 hour prior notice to LPHA, LPHA shall permit authorized representatives of OHA to perform site reviews of all Program Element services delivered by LPHA.
 - b. **Retention of Records.** LPHA shall retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement, the financial assistance provided hereunder or any Program Element service, for a minimum of six years, or such longer period as may be required by other provisions of this Agreement or applicable law, following the termination or expiration of this Agreement. If there are unresolved audit or Agreement Settlement questions at the end of the applicable retention period, LPHA shall retain the records until the questions are resolved.

- c. Expenditure Records.** LPHA shall establish such fiscal control and fund accounting procedures as are necessary to ensure proper expenditure of and accounting for the financial assistance disbursed to LPHA by OHA under this Agreement. In particular, but without limiting the generality of the foregoing, LPHA shall (i) establish separate accounts for each Program Element for which LPHA receives financial assistance from OHA under this Agreement and (ii) document expenditures of financial assistance provided hereunder for employee compensation in accordance with CFR Subtitle B with guidance at 2 CFR Part 200 and, when required by OHA, utilize time/activity studies in accounting for expenditures of financial assistance provided hereunder for employee compensation. LPHA shall maintain accurate property records of non-expendable property, acquired with Federal Funds, in accordance with CFR Subtitle B with guidance at 2 CFR Part 200.
 - d. Safeguarding of LPHA Client Information.** LPHA shall maintain the confidentiality of LPHA Client records as required by applicable state and federal law. Without limiting the generality of the preceding sentence, LPHA shall comply with the following confidentiality laws, as applicable: ORS 433.045, 433.075, 433.008, 433.017, 433.092, 433.096, 433.098, 42 CFR Part 2 and any administrative rule adopted by OHA implementing the foregoing laws, and any written policies made available to LPHA by OHA. LPHA shall create and maintain written policies and procedures related to the disclosure of LPHA Client information, and shall make such policies and procedures available to OHA for review and inspection as reasonably requested by OHA.
- 12. Information Privacy/Security/Access.** If the Program Element Services performed under this Agreement requires LPHA or its Subcontractor(s) to have access to or use of any OHA computer system or other OHA Information Asset for which OHA imposes security requirements, and OHA grants LPHA or its Subcontractors(s) access to such OHA Information Assets or Network and Information Systems, LPHA shall comply and require all Subcontractor(s) to which such access has been granted to comply with OAR 943-014-0300 through OAR 943-014-0320, as such rules may be revised from time to time. For purposes of this section, “Information Asset” and “Network and Information System” have the meaning set forth in OAR 943-014-0305, as such rule may be revised from time to time.
- 13. Force Majeure.** Neither party shall be held responsible for delay or default caused by fire, civil unrest, labor unrest, natural causes, or war which is beyond the reasonable control of the parties. Each party shall, however, make all reasonable efforts to remove or eliminate such cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement. Either party may terminate this Agreement upon written notice to the other party after reasonably determining that the delay or breach will likely prevent successful performance of this Agreement.
- 14. Assignment of Agreement, Successors in Interest.**
- a.** LPHA shall not assign or transfer its interest in this Agreement without prior written approval of OHA. Any such assignment or transfer, if approved, is subject to such conditions and provisions as OHA may deem necessary. No approval by OHA of any assignment or transfer of interest shall be deemed to create any obligation of OHA in addition to those set forth in this Agreement.
 - b.** The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties to this Agreement, and their respective successors and permitted assigns.
- 15. No Third Party Beneficiaries.** OHA and LPHA are the only parties to this Agreement and are the only parties entitled to enforce its terms. The parties agree that LPHA’s performance under this Agreement is solely for the benefit of OHA to assist and enable OHA to accomplish its statutory mission. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons any greater than the rights and benefits enjoyed by the general public unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

16. **Amendment.** No amendment, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both parties and when required by the Department of Justice. Such amendment, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given.
17. **Severability.** The parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.
18. **Notice.** Except as otherwise expressly provided in this Agreement, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, or mailing the same, postage prepaid to County or OHA at the address or number set forth below, or to such other addresses or numbers as either party may indicate pursuant to this section. Any communication or notice so addressed and mailed shall be effective five calendar days after mailing. Any communication or notice delivered by facsimile shall be effective on the day the transmitting machine generates a receipt of the successful transmission, if transmission was during normal business hours of the recipient, or on the next business day, if transmission was outside normal business hours of the recipient. To be effective against the other party, any notice transmitted by facsimile must be confirmed by telephone notice to the other party at number listed below. Any communication or notice given by personal delivery shall be effective when actually delivered to the addressee.

OHA: Office of Contracts & Procurement
635 Capitol Street NE, Room 350
Salem, OR 97301
Telephone: 503-945-5818 Facsimile: 503-373-7889

COUNTY: Morrow County, Health Department
Sheree Smith
PO Box 799, 110 N Court Street
Heppner, Oregon 97836
Telephone: (541) 676-5421 Facsimile: (541) 676-5652
Email: ssmith@co.morrow.or.us

19. **Headings.** The headings and captions to sections of this Agreement have been inserted for identification and reference purposes only and shall not be used to construe the meaning or to interpret this Agreement.
20. **Counterparts.** This Agreement and any subsequent amendments may be executed in several counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Agreement and any Amendments so executed shall constitute an original.
21. **Integration and Waiver.** This Agreement, including all Exhibits, constitutes the entire Agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. The failure of either party to enforce any provision of this Agreement shall not constitute a waiver by that party of that or any other provision. No waiver or consent shall be effective unless in writing and signed by the party against whom it is asserted.
22. **Construction.** This Agreement is the product of extensive negotiations between OHA and representatives of county governments. The provisions of this Agreement are to be interpreted and their legal effects determined as a whole. An arbitrator or court interpreting this Agreement shall give a reasonable, lawful and effective meaning to this Agreement to the extent possible, consistent with the public interest.

23. **Contribution.** If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against a party (the "Notified Party") with respect to which the other party ("Other Party") may have liability, the Notified Party must promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Either party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this paragraph and meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party's liability with respect to the Third Party Claim.

With respect to a Third Party Claim for which the State is jointly liable with the LPHA (or would be if joined in the Third Party Claim), the State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the Agency in such proportion as is appropriate to reflect the relative fault of the State on the one hand and of the Agency on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the State on the one hand and of the LPHA on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if the State had sole liability in the proceeding.

With respect to a Third Party Claim for which the LPHA is jointly liable with the State (or would be if joined in the Third Party Claim), the LPHA shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the State in such proportion as is appropriate to reflect the relative fault of the LPHA on the one hand and of the State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the LPHA on the one hand and of the State on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The LPHA's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if it had sole liability in the proceeding.

24. **Indemnification by LPHA Subcontractor.** LPHA shall take all reasonable steps to cause its subcontractor, that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents ("Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys' fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of LPHA's subcontractors or any of the officers, agents, employees or subcontractors of the subcontractor ("Claims"). It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the subcontractor from and against any and all Claims.

**EXHIBIT G
REQUIRED FEDERAL TERMS AND CONDITIONS**

In addition to the requirements of Section 2 of Exhibit F, LPHA shall comply and, as indicated, require all Subcontractors to comply with the following federal requirements to the extent that they are applicable to this Agreement, to LPHA, or to the Work, or to any combination of the foregoing. For purposes of this Agreement, all references to federal and state laws are references to federal and state laws as they may be amended from time to time.

1. **Miscellaneous Federal Provisions.** LPHA shall comply and require all Subcontractors to comply with all federal laws, regulations, and executive orders applicable to the Agreement or to the delivery of Program Element Services. Without limiting the generality of the foregoing, LPHA expressly agrees to comply and require all Subcontractors to comply with the following laws, regulations and executive orders to the extent they are applicable to this Agreement: (a) Title VI and VII of the Civil Rights Act of 1964, as amended, (b) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, (c) the Americans with Disabilities Act of 1990, as amended, (d) Executive Order 11246, as amended, (e) the Health Insurance Portability and Accountability Act of 1996, as amended, (f) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended, (g) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, (h) all regulations and administrative rules established pursuant to the foregoing laws, (i) all other applicable requirements of federal civil rights and rehabilitation statutes, rules and regulations, and (j) all federal laws requiring reporting of Client abuse. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to this Agreement and required by law to be so incorporated. No federal funds may be used to provide Services in violation of 42 U.S.C 14402.
2. **Equal Employment Opportunity.** If this Agreement, including amendments, is for more than \$10,000, then LPHA shall comply and require all Subcontractors to comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in U.S. Department of Labor regulations (41 CFR Part 60).
3. **Clean Air, Clean Water, EPA Regulations.** If this Agreement, including amendments, exceeds \$100,000 then LPHA shall comply and require all Subcontractors to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 7606), the Federal Water Pollution Control Act as amended (commonly known as the Clean Water Act) (33 U.S.C. 1251 to 1387), specifically including, but not limited to Section 508 (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (2 CFR Part 1532), which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to OHA, United States Department of Health and Human Services, and the appropriate Regional Office of the Environmental Protection Agency. LPHA shall include and require all Subcontractors to include in all contracts with Subcontractors receiving more than \$100,000, language requiring the Subcontractor to comply with the federal laws identified in this section.
4. **Energy Efficiency.** LPHA shall comply and require all Subcontractors to comply with applicable mandatory standards and policies relating to energy efficiency that are contained in the Oregon energy conservation plan issued in compliance with the Energy Policy and Conservation Act 42 U.S.C. 6201 et seq. (Pub. L. 94-163).
5. **Truth in Lobbying.** By signing this Agreement, the LPHA certifies, to the best of the LPHA's knowledge and belief that:
 - a. No federal appropriated funds have been paid or will be paid, by or on behalf of LPHA, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the

making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan, or cooperative agreement.

- b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the LPHA shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
 - c. The LPHA shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients and Subcontractors shall certify and disclose accordingly.
 - d. This certification is a material representation of fact upon which reliance was placed when this Agreement was made or entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by Section 1352, Title 31 of the U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
 - e. No part of any federal funds paid to LPHA under this Agreement shall be used, other than for normal and recognized executive legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the United States Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government.
 - f. No part of any federal funds paid to LPHA under this Agreement shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the United States Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.
 - g. The prohibitions in Subsections (e) and (f) of this section shall include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.
 - h. No part of any federal funds paid to LPHA under this Agreement may be used for any activity that promotes the legalization of any drug or other substance included in schedule I of the schedules of controlled substances established under Section 202 of the Controlled Substances Act except for normal and recognized executive congressional communications. This limitation shall not apply when there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance or that federally sponsored clinical trials are being conducted to determine therapeutic advantage.
6. **Resource Conservation and Recovery.** LPHA shall comply and require all Subcontractors to comply with all mandatory standards and policies that relate to resource conservation and recovery pursuant to the Resource Conservation and Recovery Act (codified at 42 U.S.C. 6901 *et seq.*). Section 6002 of that

Act (codified at 42 U.S.C. 6962) requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by the Environmental Protection Agency. Current guidelines are set forth in 40 CFR Part 247.

7. **Audits.** Sub-recipients, as defined in 45 CFR 75.2, which includes, but is not limited to LPHA, shall comply, and LPHA shall require all Subcontractors to comply, with applicable Code of Federal Regulations (CFR) governing expenditure of Federal funds including, but not limited to, if a sub-recipient expends \$500,000 or more in Federal funds (from all sources) in its fiscal year beginning prior to December 26, 2014, a sub-recipient shall have a single organization-wide audit conducted in accordance with the Single Audit Act. If a sub-recipient expends \$750,000 or more in federal funds (from all sources) in a fiscal year beginning on or after December 26, 2014, it shall have a single organization-wide audit conducted in accordance with the provisions of 45 CFR Part 75, Subpart F. Copies of all audits must be submitted to OHA within 30 calendar days of completion. If a sub-recipient expends less than \$500,000 in Federal funds in a fiscal year beginning prior to December 26, 2014, or less than \$750,000 in a fiscal year beginning on or after that date, it is exempt from Federal audit requirements for that year. Records must be available for review or audit by appropriate officials.
8. **Debarment and Suspension.** LPHA shall not permit any person or entity to be a Subcontractor if the person or entity is listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal Procurement or Non-procurement Programs" in accordance with Executive Orders No. 12549 and No. 12689, "Debarment and Suspension" (see 2 CFR Part 180). This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory authority other than Executive Order No. 12549. Subcontractors with awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award.
9. **Drug-Free Workplace.** LPHA shall comply and require all Subcontractors to comply with the following provisions to maintain a drug-free workplace: (i) LPHA certifies that it will provide a drug-free workplace by publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, except as may be present in lawfully prescribed or over-the-counter medications, is prohibited in LPHA's workplace or while providing services to OHA clients. LPHA's notice shall specify the actions that will be taken by LPHA against its employees for violation of such prohibitions; (ii) Establish a drug-free awareness program to inform its employees about: the dangers of drug abuse in the workplace, LPHA's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations; (iii) Provide each employee to be engaged in the performance of services under this Agreement a copy of the statement mentioned in paragraph (i) above; (iv) Notify each employee in the statement required by paragraph (i) above that, as a condition of employment to provide services under this Agreement, the employee will: abide by the terms of the statement, and notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) calendar days after such conviction; (v) Notify OHA within ten (10) calendar days after receiving notice under subparagraph (iv) above from an employee or otherwise receiving actual notice of such conviction; (vi) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted as required by Section 5154 of the Drug-Free Workplace Act of 1988; (vii) Make a good-faith effort to continue a drug-free workplace through implementation of subparagraphs (i) through (vi) above; (viii) Require any Subcontractor to comply with subparagraphs (i) through (vii) above; (ix) Neither LPHA, or any of LPHA's employees, officers, agents or Subcontractors may provide any service required under this Agreement while under the influence of drugs. For purposes of this provision, "under the influence" means: observed abnormal behavior or impairments in mental or physical performance leading a reasonable person to believe the LPHA or LPHA's employee, officer, agent or Subcontractor has used a controlled substance, prescription or non-prescription medication that

impairs the LPHA or LPHA's employee, officer, agent or Subcontractor's performance of essential job function or creates a direct threat to LPHA Clients or others. Examples of abnormal behavior include, but are not limited to: hallucinations, paranoia or violent outbursts. Examples of impairments in physical or mental performance include, but are not limited to: slurred speech, difficulty walking or performing job activities; and (x) Violation of any provision of this subsection may result in termination of this Agreement.

10. **Pro-Children Act.** LPHA shall comply and require all sub-contractors to comply with the Pro-Children Act of 1994 (codified at 20 U.S.C. Section 6081 et. seq.).
11. **Medicaid Services.** To the extent LPHA provides any Service whose costs are paid in whole or in part by Medicaid, LPHA shall comply with all applicable federal and state laws and regulation pertaining to the provision of Medicaid Services under the Medicaid Act, Title XIX, 42 U.S.C. Section 1396 et. seq., including without limitation:
 - a. Keep such records as are necessary to fully disclose the extent of the services provided to individuals receiving Medicaid assistance and shall furnish such information to any state or federal agency responsible for administering the Medicaid program regarding any payments claimed by such person or institution for providing Medicaid Services as the state or federal agency may from time to time request. 42 U.S.C. Section 1396a(a)(27); 42 CFR Part 431.107(b)(1) & (2).
 - b. Comply with all disclosure requirements of 42 CFR Part 1002.3(a) and 42 CFR 455 Subpart (B).
 - c. Maintain written notices and procedures respecting advance directives in compliance with 42 U.S.C. Section 1396(a)(57) and (w), 42 CFR Part 431.107(b)(4), and 42 CFR Part 489 subpart I.
 - d. Certify when submitting any claim for the provision of Medicaid Services that the information submitted is true, accurate and complete. LPHA shall acknowledge LPHA's understanding that payment of the claim will be from federal and state funds and that any falsification or concealment of a material fact may be prosecuted under federal and state laws.
 - e. Entities receiving \$5 million or more annually (under this Agreement and any other Medicaid agreement) for furnishing Medicaid health care items or services shall, as a condition of receiving such payments, adopt written fraud, waste and abuse policies and procedures and inform employees, Subcontractors and agents about the policies and procedures in compliance with Section 6032 of the Deficit Reduction Act of 2005, 42 U.S.C. § 1396a(a)(68).
12. **ADA.** LPHA shall comply with Title II of the Americans with Disabilities Act of 1990 (codified at 42 U.S.C. 12131 et. seq.) in the construction, remodeling, maintenance and operation of any structures and facilities, and in the conduct of all programs, services and training associated with the delivery of Services.
13. **Agency-Based Voter Registration.** If applicable, LPHA shall comply with the Agency-based Voter Registration sections of the National Voter Registration Act of 1993 that require voter registration opportunities be offered where an individual may apply for or receive an application for public assistance.
14. **Disclosure.**
 - a. 42 CFR 455.104 requires the State Medicaid agency to obtain the following information from any provider of Medicaid or CHIP services, including fiscal agents of providers and managed care entities: (1) the name and address (including the primary business address, every business location and P.O. Box address) of any person (individual or corporation) with an ownership or control interest in the provider, fiscal agent or managed care entity; (2) in the case of an individual, the date of birth and Social Security Number, or, in the case of a corporation, the tax identification number of the entity, with an ownership interest in the provider, fiscal agent or

managed care entity or of any subcontractor in which the provider, fiscal agent or managed care entity has a 5% or more interest; (3) whether the person (individual or corporation) with an ownership or control interest in the provider, fiscal agent or managed care entity is related to another person with ownership or control interest in the provider, fiscal agent or managed care entity as a spouse, parent, child or sibling, or whether the person (individual or corporation) with an ownership or control interest in any subcontractor in which the provider, fiscal agent or managed care entity has a 5% or more interest is related to another person with ownership or control interest in the provider, fiscal agent or managed care entity as a spouse, parent, child or sibling; (4) the name of any other provider, fiscal agent or managed care entity in which an owner of the provider, fiscal agent or managed care entity has an ownership or control interest; and, (5) the name, address, date of birth and Social Security Number of any managing employee of the provider, fiscal agent or managed care entity.

- b. 42 CFR 455.434 requires as a condition of enrollment as a Medicaid or CHIP provider, to consent to criminal background checks, including fingerprinting when required to do so under state law, or by the category of the provider based on risk of fraud, waste and abuse under federal law. As such, a provider must disclose any person with a 5% or greater direct or indirect ownership interest in the provider whom has been convicted of a criminal offense related to that person's involvement with the Medicare, Medicaid, or title XXI program in the last 10 years.

OHA reserves the right to take such action required by law, or where OHA has discretion, it deems appropriate, based on the information received (or the failure to receive) from the provider, fiscal agent or managed care entity.

15. Super Circular Requirements. 2 CFR Part 200, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, including but not limited to the following:

- a. **Property Standards.** 2 CFR 200.313, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, which generally describes the required maintenance, documentation, and allowed disposition of equipment purchased with federal funds.
- b. **Procurement Standards.** When procuring goods or services (including professional consulting services), applicable state procurement regulations found in the Oregon Public Contracting Code, ORS chapters 279A, 279B and 279C or 2 CFR §§ 200.318 through 200.326, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, as applicable.
- c. **Contract Provisions.** The contract provisions listed in 2 CFR Part 200, Appendix II, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, that are hereby incorporated into this Exhibit, are, to the extent applicable, obligations of Contractor, and Contractor shall also include these contract provisions in its contracts with non-Federal entities.

**EXHIBIT H
REQUIRED SUBCONTRACT PROVISIONS**

1. **Expenditure of Funds.** Subcontractor may expend the funds paid to Subcontractor under this Contract solely on the delivery of _____, subject to the following limitations (in addition to any other restrictions or limitations imposed by this Contract):
 - a. Subcontractor may not expend on the delivery of _____ any funds paid to Subcontractor under this Agreement in excess of the amount reasonable and necessary to provide quality delivery of _____.
 - b. If this Agreement requires Subcontractor to deliver more than one service, Subcontractor may not expend funds paid to Subcontractor under this Contract for a particular service on the delivery of any other service.
 - c. Subcontractor may expend funds paid to Subcontractor under this Contract only in accordance with federal 2 CFR Subtitle B with guidance at 2 CFR Part 200 as those regulations are applicable to define allowable costs.

2. **Records Maintenance, Access and Confidentiality.**
 - a. **Access to Records and Facilities.** LPHA, the Oregon Health Authority, the Secretary of State's Office of the State of Oregon, the Federal Government, and their duly authorized representatives shall have access to the books, documents, papers and records of Subcontractor that are directly related to this Contract, the funds paid to Subcontractor hereunder, or any services delivered hereunder for the purpose of making audits, examinations, excerpts, copies and transcriptions. In addition, Subcontractor shall permit authorized representatives of LPHA and the Oregon Health Authority to perform site reviews of all services delivered by Subcontractor hereunder.
 - b. **Retention of Records.** Subcontractor shall retain and keep accessible all books, documents, papers, and records, that are directly related to this Contract, the funds paid to Subcontractor hereunder or to any services delivered hereunder, for a minimum of six (6) years, or such longer period as may be required by other provisions of this Contract or applicable law, following the termination or expiration of this Contract. If there are unresolved audit or other questions at the end of the above period, Subcontractor shall retain the records until the questions are resolved.
 - c. **Expenditure Records.** Subcontractor shall establish such fiscal control and fund accounting procedures as are necessary to ensure proper expenditure of and accounting for the funds paid to Subcontractor under this Contract. In particular, but without limiting the generality of the foregoing, Subcontractor shall (i) establish separate accounts for each type of service for which Subcontractor is paid under this Contract and (ii) document expenditures of funds paid to Subcontractor under this Contract for employee compensation in accordance with 2 CFR Subtitle B with guidance at 2 CFR Part 200 and, when required by LPHA, utilize time/activity studies in accounting for expenditures of funds paid to Subcontractor under this Contract for employee compensation. Subcontractor shall maintain accurate property records of non-expendable property, acquired with Federal Funds, in accordance with 2 CFR Subtitle B with guidance at 2 CFR Part 200.

- d. Safeguarding of Client Information.** Subcontractor shall maintain the confidentiality of client records as required by applicable state and federal law. Without limiting the generality of the preceding sentence, Subcontractor shall comply with the following confidentiality laws, as applicable: ORS 433.045, 433.075, 433.008, 433.017, 433.092, 433.096, 433.098, 42 CFR Part 2 and any administrative rule adopted by OHA implementing the foregoing laws, and any written policies made available to LPHA by OHA. Subcontractor shall create and maintain written policies and procedures related to the disclosure of client information, and shall make such policies and procedures available to LPHA and the Oregon Health Authority for review and inspection as reasonably requested.
 - e. Information Privacy/Security/Access.** If the services performed under this Contract requires Subcontractor to have access to or use of any Oregon Health Authority computer system or other Oregon Health Authority Information Asset for which Oregon Health Authority imposes security requirements, and Oregon Health Authority or LPHA grants Subcontractors access to such Oregon Health Authority Information Assets or Network and Information Systems, Subcontractor shall comply and require its staff to which such access has been granted to comply with OAR 943-014-0300 through OAR 943-014-0320, as such rules may be revised from time to time. For purposes of this section, “Information Asset” and “Network and Information System” have the meaning set forth in OAR 943-014-0305, as such rule may be revised from time to time.
- 3. Alternative Formats of Written Materials.** In connection with the delivery of services, Subcontractor shall:
- a.** Make available to a Client, without charge to the Client, upon the Client’s, the County’s or the Oregon Health Authority’s request, any and all written materials in alternate, if appropriate, formats as required by Oregon Health Authority administrative rules or by Oregon Health Authority’s written policies made available to Subcontractor.
 - b.** Make available to a Client, without charge to the Client, upon the Client’s, County’s or the Oregon Health Authority’s request, any and all written materials in the prevalent non-English languages in the area served by Subcontractor.
 - c.** Make available to a Client, without charge to the Client, upon the Client’s, County’s or the Oregon Health Authority’s request, oral interpretation services in all non-English languages in the area served by Subcontractor.
 - d.** Make available to a Client with hearing impairments, without charge to the Client, upon the Client’s, LPHA’s or the Oregon Health Authority’s request, sign language interpretation services and telephone communications access services.

For purposes of the foregoing, “written materials” includes, without limitation, all written materials created by LPHA in connection with the Services and all Subcontracts related to this Agreement. The LPHA may develop its own forms and materials and with such forms and materials the LPHA shall be responsible for making them available to an LPHA Client, without charge to the LPHA Client or OHA, in the prevalent non-English language. OHA shall be responsible for making its forms and materials available, without charge to the LPHA Client or LPHA, in the prevalent non-English language.

4. **Compliance with Law.** Subcontractor shall comply with all state and local laws, regulations, executive orders and ordinances applicable to the Contract or to the delivery of services hereunder. Without limiting the generality of the foregoing, Subcontractor expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable to the Contract: (a) all applicable requirements of state civil rights and rehabilitation statutes, rules and regulations; (b) all state laws governing operation of public health programs, including without limitation, all administrative rules adopted by the Oregon Health Authority related to public health programs; and (d) ORS 659A.400 to 659A.409, ORS 659A.145 and all regulations and administrative rules established pursuant to those laws in the construction, remodeling, maintenance and operation of any structures and facilities, and in the conduct of all programs, services and training associated with the delivery of services under this Contract. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Contract and required by law to be so incorporated. All employers, including Subcontractor, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. In addition, Subcontractor shall comply, as if it were LPHA thereunder, with the federal requirements set forth in Exhibit G to that certain 2009-2010 Intergovernmental Agreement for the Financing of Public Health Services between LPHA and the Oregon Health Authority dated as of July 1, 2010, which Exhibit is incorporated herein by this reference. For purposes of this Contract, all references in this Contract to federal and state laws are references to federal and state laws as they may be amended from time to time.
5. **Grievance Procedures.** If Subcontractor employs fifteen (15) or more employees to deliver the services under this Contract, Subcontractor shall establish and comply with employee grievance procedures. In accordance with 45 CFR 84.7, the employee grievance procedures must provide for resolution of allegations of discrimination in accordance with applicable state and federal laws. The employee grievance procedures must also include "due process" standards, which, at a minimum, shall include:
- a. An established process and time frame for filing an employee grievance.
 - b. An established hearing and appeal process.
 - c. A requirement for maintaining adequate records and employee confidentiality.
 - d. A description of the options available to employees for resolving disputes.
- Subcontractor shall ensure that its employees and governing board members are familiar with the civil rights compliance responsibilities that apply to Subcontractor and are aware of the means by which employees may make use of the employee grievance procedures. Subcontractor may satisfy these requirements for ensuring that employees are aware of the means for making use of the employee grievance procedures by including a section in the Subcontractor employee manual that describes the Subcontractor employee grievance procedures, by publishing other materials designed for this purpose, or by presenting information on the employee grievance procedures at periodic intervals in staff and board meetings.
6. **Independent Contractor.** Unless Subcontractor is a State of Oregon governmental agency, Subcontractor agrees that it is an independent contractor and not an agent of the State of Oregon, the Oregon Health Authority or LPHA.

7. **Indemnification.** To the extent permitted by applicable law, Subcontractors that are not units of local government as defined in ORS 190.003, shall defend (in the case of the State of Oregon and the Oregon Health Authority, subject to ORS chapter 180), save and hold harmless the State of Oregon, the Oregon Health Authority, LPHA, and their officers, employees, and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever resulting from, arising out of or relating to the operations of the Subcontractor, including but not limited to the activities of Subcontractor or its officers, employees, Subcontractors or agents under this Contract.
8. **Required Subcontractor Insurance Language.**
 - a. First tier Subcontractor(s) that are not units of local government as defined in ORS 190.003 shall obtain, at Subcontractor's expense, and maintain in effect with respect to all occurrences taking place during the term of the contract, insurance requirements as specified in Exhibit I of the 2017-2019 Intergovernmental Agreement for the Financing of Public Health Services between LPHA and the Oregon Health Authority and incorporated herein by this reference.
 - b. Subcontractor(s) that are not units of local government as defined in ORS 190.003, shall indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents ("Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys' fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Subcontractor or any of the officers, agents, employees or subcontractors of the contractor ("Claims"). It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the Subcontractor from and against any and all Claims.
9. **Subcontracts.** Subcontractor shall include Sections 1 through 7, in substantially the form set forth above, in all permitted subcontracts under this Agreement.

**EXHIBIT I
SUBCONTRACTOR INSURANCE REQUIREMENTS**

General Requirements. LPHA shall require its first tier Subcontractors(s) that are not units of local government as defined in ORS 190.003, if any, to: i) obtain insurance specified under TYPES AND AMOUNTS and meeting the requirements under ADDITIONAL INSURED, "TAIL" COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before the Subcontractors perform under contracts between LPHA and the Subcontractors (the "Subcontracts"), and ii) maintain the insurance in full force throughout the duration of the Subcontracts. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to OHA. LPHA shall not authorize Subcontractors to begin work under the Subcontracts until the insurance is in full force. Thereafter, LPHA shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. LPHA shall incorporate appropriate provisions in the Subcontracts permitting it to enforce Subcontractor compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. Examples of "reasonable steps" include issuing stop work orders (or the equivalent) until the insurance is in full force or terminating the Subcontracts as permitted by the Subcontracts, or pursuing legal action to enforce the insurance requirements. In no event shall LPHA permit a Subcontractor to work under a Subcontract when the LPHA is aware that the Subcontractor is not in compliance with the insurance requirements. As used in this section, a "first tier" Subcontractor is a Subcontractor with whom the LPHA directly enters into a Subcontract. It does not include a subcontractor with whom the Subcontractor enters into a contract.

TYPES AND AMOUNTS.

1. **WORKERS COMPENSATION.** Insurance in compliance with ORS 656.017, which requires all employers that employ subject workers, as defined in ORS 656.027, to provide workers' compensation coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Employers Liability insurance with coverage limits of not less than \$500,000 must be included.

2. **PROFESSIONAL LIABILITY**

Required by OHA **Not required by OHA.**

Professional Liability Insurance covering any damages caused by an error, omission or negligent act related to the services to be provided under the Subcontract, with limits not less than the following, as determined by OHA, or such lesser amount as OHA approves in writing:

Per occurrence for all claimants for claims arising out of a single accident or occurrence:

Subcontract not-to-exceed under this Agreement:	Required Insurance Amount:
\$0 - \$1,000,000.	\$1,000,000.
\$1,000,001. - \$2,000,000.	\$2,000,000.
\$2,000,001. - \$3,000,000.	\$3,000,000.
In excess of \$3,000,001.	\$4,000,000.

3. COMMERCIAL GENERAL LIABILITY

Required by OHA **Not required by OHA.**

Commercial General Liability Insurance covering bodily injury, death, and property damage in a form and with coverages that are satisfactory to OHA. This insurance shall include personal injury liability, products and completed operations. Coverage shall be written on an occurrence form basis, with not less than the following amounts as determined by OHA, or such lesser amount as OHA approves in writing:

Bodily Injury, Death and Property Damage:

Per occurrence for all claimants for claims arising out of a single accident or occurrence:

Subcontract not-to-exceed under this Agreement:	Required Insurance Amount:
\$0 - \$1,000,000.	\$1,000,000.
\$1,000,001. - \$2,000,000.	\$2,000,000.
\$2,000,001. - \$3,000,000.	\$3,000,000.
In excess of \$3,000,001.	\$4,000,000.

4. AUTOMOBILE LIABILITY INSURANCE

Required by OHA **Not required by OHA.**

Automobile Liability Insurance covering all owned, non-owned and hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for “Commercial General Liability” and “Automobile Liability”). Automobile Liability Insurance must be in not less than the following amounts as determined by OHA, or such lesser amount as OHA approves in writing:

Bodily Injury, Death and Property Damage:

Per occurrence for all claimants for claims arising out of a single accident or occurrence:

Subcontract not-to-exceed under this Agreement:	Required Insurance Amount:
\$0 - \$1,000,000.	\$1,000,000.
\$1,000,001. - \$2,000,000.	\$2,000,000.
\$2,000,001. - \$3,000,000.	\$3,000,000.
In excess of \$3,000,001.	\$4,000,000.

5. ADDITIONAL INSURED. The Commercial General Liability insurance and Automobile Liability insurance must include the State of Oregon, its officers, employees and agents as Additional Insureds but only with respect to the Subcontractor's activities to be performed under the Subcontract. Coverage must be primary and non-contributory with any other insurance and self-insurance.

6. **"TAIL" COVERAGE.** If any of the required insurance policies is on a "claims made" basis, such as professional liability insurance, the Subcontractor shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of the Subcontract, for a minimum of 24 months following the later of : (i) the Subcontractor's completion and LPHA 's acceptance of all Services required under the Subcontract or, (ii) the expiration of all warranty periods provided under the Subcontract. Notwithstanding the foregoing 24-month requirement, if the Subcontractor elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the 24-month period described above, then the Subcontractor may request and OHA may grant approval of the maximum "tail " coverage period reasonably available in the marketplace. If OHA approval is granted, the Subcontractor shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.
7. **NOTICE OF CANCELLATION OR CHANGE.** The Subcontractor or its insurer must provide 30 calendar days' written notice to LPHA before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).
8. **CERTIFICATE(S) OF INSURANCE.** LPHA shall obtain from the Subcontractor a certificate(s) of insurance for all required insurance before the Subcontractor performs under the Subcontract. The certificate(s) or an attached endorsement must specify: i) all entities and individuals who are endorsed on the policy as Additional Insured and ii) for insurance on a "claims made" basis, the extended reporting period applicable to "tail" or continuous "claims made" coverage.

EXHIBIT J
Information required by CFR Subtitle B with guidance at 2 CFR Part 200

PE12: Public Health Emergency Preparedness and Response (PHEP)		
Funding Information Table		
Federal Award Identification Number (FAIN):		Federal Funds
	Federal Award Date:	TBD
	Performance Period:	07/01/18-06/30/19
	Federal Awarding Agency:	CDC
	CFDA Number:	93.069
	CFDA Name:	Public Health Emergency
	Total Federal Award:	TBD
	Project Description:	Public Health Emergency
	Awarding Official:	TBD
	Indirect Cost Rate:	16.41%
Research and Development (Y/N):		No
	PCA:	TBD
	INDEX:	50407
Agency/Contractor	DUNS	Amount
Morrow	10741189	\$66,532

PE41: Reproductive Health Program		
Funding Information Table		
Federal Award Identification Number (FAIN):		PA-FPH-18-001
	Federal Award Date:	TBD
	Performance Period:	TBD
Federal Awarding Agency:		DHHS OPA
	CFDA Number:	93.217
	CFDA Name:	Family Planning Services
	Total Federal Award:	TBD
	Project Description:	Reproductive Health
	Awarding Official:	TBD
	Indirect Cost Rate:	16.41%
Research and Development (Y/N):		No
	PCA:	TBD
	INDEX:	50333
Agency/Contractor	DUNS	Amount
Morrow	10741189	\$2,869

OHA - 2017-2019 INTERGOVERNMENTAL AGREEMENT - FOR THE FINANCING OF PUBLIC HEALTH SERVICES

PE42-01: MCAH Title V CAH				
Funding Information Table				
Federal Award Identification Number (FAIN):		6B04MC31511-01-02	TBD	
Federal Award Date:		3/20/2018		
Performance Period:		10/1/2017 - 9/30/2019		
Federal Awarding Agency:		DHS/HRSA		
CFDA Number:		93.994		
CFDA Name:		MCH Block Grant		
Total Federal Award:		6130000		
Project Description:		MCH Services		
Awarding Official:		Carolyn Gleason		
Indirect Cost Rate:		10.00%		
Research and Development (Y/N):		No		
PCA:		52778	TBD	
INDEX:		50336	50336	
Agency/Contractor	DUNS	Amount	Amount	Total FY 2019
Morrow	10741189	\$1,381	\$4,142	\$5,523

PE42-02: MCAH Title V Flexible Funds				
Funding Information Table				
Federal Award Identification Number (FAIN):		6B04MC31511-01-02	TBD	
Federal Award Date:		3/20/2018		
Performance Period:		10/1/2017 - 9/30/2019		
Federal Awarding Agency:		DHS/HRSA		
CFDA Number:		93.994		
CFDA Name:		MCH Block Grant		
Total Federal Award:		6130000		
Project Description:		MCH Services		
Awarding Official:		Carolyn Gleason		
Indirect Cost Rate:		10.00%		
Research and Development (Y/N):		No		
PCA:		52778	TBD	
INDEX:		50336	50336	
Agency/Contractor	DUNS	Amount	Amount	Total FY 2019
Morrow	10741189	\$3,221	\$9,663	\$12,884

OHA - 2017-2019 INTERGOVERNMENTAL AGREEMENT - FOR THE FINANCING OF PUBLIC HEALTH SERVICES

PE42-03: MCAH Perinatal General Funds & Title XIX				
Funding Information Table				
Federal Award Identification Number (FAIN):		05-0305OR5048	GF Match	
Federal Award Date:		10/1/2017		
Performance Period:		10/1/2017 - 9/30/2018		
Federal Awarding Agency:		Title XIX Medicaid Admin		
CFDA Number:		93.778		
CFDA Name:		Medical Assistance		
Total Federal Award:		N/A		
Project Description:		Medicaid Administration		
Awarding Official:		N/A		
Indirect Cost Rate:		N/A		
Research and Development (Y/N):		No		
PCA:		52758	GF Match	
INDEX:		50336	50336	
Agency/Contractor	DUNS	Amount	Amount	Total FY 2019
Morrow	10741189	\$945	\$945	\$1,890

PE42-05: MCAH Oregon Mothers Care Title V				
Funding Information Table				
Federal Award Identification Number (FAIN):		6B04MC31511-01-02	TBD	
Federal Award Date:		3/20/2018		
Performance Period:		10/1/2017 - 9/30/2019		
Federal Awarding Agency:		DHS/HRSA		
CFDA Number:		93.994		
CFDA Name:		MCH Block Grant		
Total Federal Award:		6130000		
Project Description:		MCH Services		
Awarding Official:		Carolyn Gleason		
Indirect Cost Rate:		10.00%		
Research and Development (Y/N):		No		
PCA:		52781	TBD	
INDEX:		50336	50336	
Agency/Contractor	DUNS	Amount	Amount	Total FY 2019
Morrow	10741189	\$785	\$2,356	\$3,141

OHA - 2017-2019 INTERGOVERNMENTAL AGREEMENT - FOR THE FINANCING OF PUBLIC HEALTH SERVICES

PE42-06: MCAH General Funds & Title XIX				
Funding Information Table				
Federal Award Identification Number (FAIN):		05-0305OR5048	GF Match	
	Federal Award Date:	10/1/2017		
	Performance Period:	10/1/2017 - 9/30/2018		
Federal Awarding Agency:		Title XIX Medicaid Admin		
	CFDA Number:	93.778		
	CFDA Name:	Medical Assistance		
	Total Federal Award:	N/A		
	Project Description:	Medicaid Administration		
	Awarding Official:	N/A		
	Indirect Cost Rate:	N/A		
Research and Development (Y/N):		No		
	PCA:	52753	GF	
	INDEX:	50336	Match	
Agency/Contractor	DUNS	Amount	Amount	Total FY 2019
Morrow	10741189	\$1,773	\$1,773	\$3,546

PE43: Public Health Practice (PHP) - Immunization Services (Vendors)				
Funding Information Table				
Federal Award Identification Number (FAIN):		1805OR5ADM	State Fund Match	
	Federal Award Date:	10/1/2017		
	Performance Period:	10/1/2017 - 9/30/2019		
Federal Awarding Agency:		CDC/Medicaid		
	CFDA Number:	93.778		
	CFDA Name:	Medical Assistance		
	Total Federal Award:	2097876		
	Project Description:	Immunization Medicaid		
	Awarding Official:	N/A		
	Indirect Cost Rate:	N/A		
Research and Development (Y/N):		No		
	PCA:	TBD		
	INDEX:	50404		
Agency/Contractor	DUNS	Amount	Amount	Total FY 2019
Morrow	10741189	\$2,091	\$6,274	\$8,365

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

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

OHA Agreement #142381-2

OHA Contract regarding Medicaid Administrative Claiming (MAC) process which includes a "Not to exceed amount" previously stated as \$230,000. As the total accumulated amount began to approach the stated "Not to Exceed" level of \$230,000 the amount was revised to \$320,000 in this amendment. Approval of Contract will allow Public Health to continue to participate in the MAC program.

2. FISCAL IMPACT:

The Contract itself does not guarantee or provide any funding directly, but allows Public Health to continue to participate in the MAC program and eligible for payment of "billable" activities. This funding will not impact staffing levels.

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

Approval with signature of OHA Contract #142381-2 and also on the Signature with Date on the "Fax Back Statement".

Attach additional background documentation as needed.



Agreement Number 142381

**AMENDMENT TO
STATE OF OREGON
INTERGOVERNMENTAL AGREEMENT**

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.

This is amendment number 2 to Agreement Number 142381 between the State of Oregon, acting by and through its Oregon Health Authority, hereinafter referred to as "OHA" and

**Morrow County
Acting by and through its Morrow County Health Department
P.O. Box 799, 120 S Main Street
Heppner, OR 97836
Telephone: 541-676-5421
Facsimile: 541-676-5652
Attn: Sheree Smith
E-mail address: ssmith@co.morrow.or.us**

hereinafter referred to as "County."

1. This amendment shall become effective on the date this amendment has been fully executed by every party and, when required, approved by Department of Justice.
2. The Agreement is hereby amended as follows: language to be deleted or replaced is ~~struck through~~; new language is **bold and underlined**.
 - a. Amend Section 3. "**Consideration**": "The maximum **Not to Exceed (NTE)** amount payable to County under this Agreement, which includes any allowable expenses, is ~~\$230,000.00~~ **\$320,000.00**."
 - b. **Exhibit A Part 4 addition of Section 3 "Nondiscrimination": County certifies that County has a written policy and practice that meets the requirements described in House Bill 3060 (2017 Oregon Laws, chapter 212) for preventing sexual harassment, sexual assault, and discrimination against employees who are members of a protected class. County agrees, as a material term of this Agreement, to maintain such policy and practice in force during the entire Agreement term.**

- c. **Exhibit B, Standard Terms and Conditions, Section 25. “Notice” OHA** address only, is amended as follows: Deleted language is ~~struck through~~ and new language is **underlined and bold**.

OHA: Office of Contracts & Procurement
~~250 Winter Street, Room 309~~**635 Capitol Street NE, Suite 350**
Salem, OR 97301
Telephone: 503-945-5818
Facsimile: 503-378-4324

3. Except as expressly amended above, all other terms and conditions of the original Agreement and any previous amendments are still in full force and effect. County certifies that the representations, warranties and certifications contained in the original Agreement are true and correct as of the effective date of this amendment and with the same effect as though made at the time of this amendment.
4. **Certification.** Without limiting the generality of the foregoing, by signature on this Agreement, the County hereby certifies under penalty of perjury that:
- a. The County is in compliance with all insurance requirements of Exhibit C of the original Agreement and notwithstanding any provision to the contrary, County shall deliver to the OHA Agreement Administrator (see page 1 of this Agreement) the required Certificate(s) of Insurance for any extension of the insurance coverage required by Exhibit C of the original Agreement, within 30 days of execution of the original Agreement Amendment. By certifying compliance with all insurance as required by this Agreement, County acknowledges it may be found in breach of the Agreement for failure to obtain required insurance. County may also be in breach of the Agreement for failure to provide Certificate(s) of Insurance as required and to maintain required coverage for the duration of the Agreement;
- b. The County acknowledges that the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any “claim” (as defined by ORS 180.750) that is made by (or caused by) the County and that pertains to this Agreement or to the project for which the Agreement work is being performed. The County certifies that no claim described in the previous sentence is or will be a “false claim” (as defined by ORS 180.750) or an act prohibited by ORS 180.755. County further acknowledges that in addition to the remedies under this Agreement, if it makes (or causes to be made) a false claim or performs (or causes to be performed) an act prohibited under the Oregon False Claims Act, the Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against the County;
- c. The information shown in County Data and Certification, of original Agreement or as amended is County’s true, accurate and correct information;
- d. To the best of the undersigned’s knowledge, County has not discriminated against and will not discriminate against minority, women or emerging small business enterprises certified under ORS 200.055 in obtaining any required subcontracts;

e. County and County's employees and agents are not included on the list titled "Specially Designated Nationals" maintained by the Office of Foreign Assets Control of the United States Department of the Treasury and currently found at:

<https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>;

f. County is not listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal procurement or Nonprocurement Programs" found at: <https://www.sam.gov/portal/public/SAM/>;

g. County is not subject to backup withholding because:

- (1) County is exempt from backup withholding;
- (2) County has not been notified by the IRS that County is subject to backup withholding as a result of a failure to report all interest or dividends; or
- (3) The IRS has notified County that County is no longer subject to backup withholding.

h. County Federal Identification Number (FEIN) provided to OHA is true and accurate. If this information changes, County is also required to provide OHA with the new FEIN within 10 days.

4. **County Data.** This information is requested pursuant to ORS 305.385.

PLEASE PRINT OR TYPE THE FOLLOWING INFORMATION:

County Name (exactly as filed with the IRS): MORROW COUNTY

Street address: 110 N. COURT ST

City, state, zip code: HEPPNER, OR 97836

Email address: SSMITH@CO.MORROW.OR.US

Telephone: (541) 676-5421 Facsimile: (541) 676-5652

Proof of Insurance: County shall provide the following information upon submission of the signed Agreement amendment. All insurance listed herein and required by Exhibit C of the original Agreement, must be in effect prior to Agreement execution.

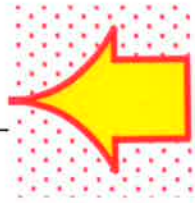
Workers' Compensation Insurance Company: SAIF

Policy #: 12261 Expiration Date: 06/30/19

5. Signatures.

COUNTY: YOU WILL NOT BE PAID FOR SERVICES RENDERED PRIOR TO NECESSARY STATE APPROVALS

Morrow County - Acting by and through its Morrow County Health Department
By:



Authorized Signature

Printed Name

Title

Date

State of Oregon acting by and through its Oregon Health Authority
By:

Authorized Signature

Printed Name

Title

Date

Approved for Legal Sufficiency:

Via e-mail by Jeffrey J. Wahl, Assistant Attorney General
Department of Justice

5/21/2018
Date

Confidential
CONTRACTOR TAX IDENTIFICATION INFORMATION
For Accounting Purposes Only

The State of Oregon requires contractors to provide their Federal Employer Identification Number (FEIN) or Social Security Number (SSN). This information is requested pursuant to ORS 305.385 and OAR 125-246-0330(2). Social Security numbers provided pursuant to this section will be used for the administration of state, federal and local tax laws. The State of Oregon may report this information to the Internal Revenue Service (IRS). Contractors must keep this information current at all times. Contractors are required to notify the State of Oregon contract administrator within 10 business days if this information changes. The State of Oregon reserves the right to ask contractors to update this information at any time during the document term.

Document number: 142381-2

Legal name (tax filing): Morrow County

DBA name:

Billing address: P.O. Box 867

City: Heppner **State:** Or **Zip:** 97836

Phone: 541-676-5615

FEIN: 93-6002308

- OR -

SSN:

Please attach this completed form with your signed document(s) and return to the contract specialist via email.



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

(For BOC Use)
 Item #
 4c

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

Staff Contact: Mike Gorman Phone Number (Ext): 541-676-5607
 Department: Assessment & Tax Requested Agenda Date: 6/27/18
 Short Title of Agenda Item: (No acronyms please) DOR Mapping Intergovernmental Services Agreement

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

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

N/A Purchase Pre-Authorizations, Contracts & Agreements

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

Reviewed By:

Mike Gorman	6/11/18	Department Head	Required for all BOC meetings
	6/25/18	Admin. Officer/BOC Office	Required for all BOC meetings
Justin Nelson	6/11/18	County Counsel	*Required for all legal documents
Kate Knop	6/20/18	Finance Office	*Required for all contracts; other items as appropriate.
		Human Resources	*If appropriate

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

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

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

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

Annual contract with DOR for tax lot mapping services.

2. FISCAL IMPACT:

\$18,000 which was approved by the Budget Committee.

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

Please Sign

Attach additional background documentation as needed.

Mike Gorman

From: Justin Nelson
Sent: Monday, June 11, 2018 11:02 AM
To: Mike Gorman
Subject: Fw: 2018-19 DOR Mapping IGA and Helion Contract
Attachments: 2018-19 DOR Mapping IGA.pdf

Mike,

I have reviewed the Mapping IGA and it looks fine to me, so feel free to move it on to Roberta with a cover sheet.

Side question: Have we done this IGA before?

-Justin

From: Mike Gorman
Sent: Wednesday, June 6, 2018 2:32 PM
To: Justin Nelson
Subject: 2018-19 DOR Mapping IGA and Helion Contract

Justin,

Please review the attached 2018-19 DOR Mapping IGA and Helion Contract. Let me know if you need any else.

Thanks,

*Mike Gorman
Morrow County Assessor/Tax Collector
100 Court Street
PO Box 247
Heppner, OR 97836
541-676-5607*

Mike Gorman

From: Kate Knop
Sent: Wednesday, June 20, 2018 4:58 PM
To: Mike Gorman
Subject: RE: 2018-19 DOR Mapping IGA and Helion Contract

Looks good. I approve.

Thank you,

Kate Knop

Finance Director
Morrow County
P.O. Box 867
Heppner, OR 97836
541-676-5615 or x5302
kknop@co.morrow.or.us



From: Mike Gorman
Sent: Wednesday, June 20, 2018 4:20 PM
To: Kate Knop <kknop@co.morrow.or.us>
Subject: FW: 2018-19 DOR Mapping IGA and Helion Contract

Kate, please review the first attachment.

Thanks,

Mike Gorman
Morrow County Assessor/Tax Collector
100 Court Street
PO Box 247
Heppner, OR 97836
541-676-5607

From: Mike Gorman
Sent: Wednesday, June 06, 2018 2:32 PM
To: Justin Nelson <jnelson@co.morrow.or.us>
Subject: 2018-19 DOR Mapping IGA and Helion Contract

**INTERGOVERNMENTAL SERVICES AGREEMENT
CONTRACT #3708-18**

This agreement is between The Oregon Department of Revenue (Department) and Morrow County (County).

This agreement is for map maintenance and related cartographic activities to be performed by the Department of Revenue for the County as authorized under ORS 306.125 and ORS 190.110.

Map maintenance and related cartographic activities shall be performed by the Department as requested by the County. All map maintenance work will be completed in accordance with state cadastral map standards. Mapping costs are based on estimated staff hours required to complete the work at a specified rate per staff hour. The figures shown below are for the fiscal year July 1, 2018 to June 30, 2019. Costs are subject to change for billable overruns. The rate per staff hour includes salaries, supplies, and overhead. In addition, the Department may furnish to the County maps used by the assessor's staff (related maps). These maps are related to map maintenance, but the cost is not included in the rate per staff hour. The cost to the County for related maps will be the actual cost. The County will be billed monthly for services performed and related maps. Payment shall be made within 30 days following each monthly billing.

The Department will make every effort to produce and maintain maps to state standards using correct cadastral procedures. Additionally, should an inadvertent mapping error occur, which causes an assessment to be incorrect, the County shall be responsible to make all administrative corrections to the assessment and incur all costs for the corrections.

Any charges for legal services or litigation costs that may be incurred by the Department at the request of the County are not covered by this agreement.

ACTIVITY	ESTIMATED STAFF HOURS	NOT-TO-EXCEED RATE PER STAFF HOUR	TOTAL COST
Map Maintenance and Related Activities	300	\$60	\$18,000
Related Maps		Actual	

It is understood and agreed that either party may terminate this agreement upon 90 days written notice. All work completed shall be paid for as of the last day stipulated in the termination notice. All completed work, maps, and records shall be turned over to the County for its use. It is understood and agreed that this agreement is subject to any law passed by the Legislative Assembly of Oregon affecting any provisions contained herein.

STATE OF OREGON, by and through its
DEPARTMENT OF REVENUE

By _____
Joshua Hardage Date
Procurement and Contracts Manager

Internal Review

By Rebecca Hall 6/4/18
Rebecca Hall Date
Unit Manager, Property Tax Division

By and through the COUNTY COURT or
BOARD OF COUNTY COMMISSIONERS
Of Morrow County, Oregon

By _____
County Judge or Chairperson Date
of the Board of County Commissioners

County Commissioner Date

County Commissioner Date

REVIEWED AND APPROVED
By [Signature]
Assessing Official of Morrow County

6-21-18
Date

101-GENERAL FUND
 ASSESSOR/TAX COLLECTOR

(----- 2017-2018 -----) (----- 2018-2019 -----)

	2015-2016	2016-2017	CURRENT	Y-T-D	REQUESTED	PROPOSED
	ACTUAL	ACTUAL	BUDGET	ACTUAL	BUDGET	BUDGET
101-103-5-10-1015 AESSOR/TAX CLERK	29,252	32,646	35,589	27,331	36,876	
101-103-5-10-1016 ASSESS/TAX CLERK	45,604	46,727	58,318	44,859	60,067	
101-103-5-10-1301 FICA	19,100	22,078	23,527	18,192	25,029	
101-103-5-10-1302 WORKERS COMP	2,792	2,359	3,249	2,015	3,249	
101-103-5-10-1303 PACIFIC MUTUAL	61,395	91,561	145,524	126,566	100,116	
101-103-5-10-1305 AOC - MEDICAL	56,237	91,734	106,531	72,825	105,686	
101-103-5-10-1306 DENTAL INSURANCE	4,255	6,804	7,740	5,492	7,678	
101-103-5-10-1309 UNEMPLOYMENT INSURANCE	4,209	4,679	4,779	3,219	3,501	
101-103-5-10-1316 PRINCIPAL FINANCIAL GR	369	441	434	328	434	
101-103-5-10-1317 UNITED HERITAGE LIFE	306	357	364	260	364	
101-103-5-10-1320 VACATION ACCRUALS	4,594	640	1,003	0	1,033	
101-103-5-10-1321 MANDATED MEDICARE	4,467	5,163	4,628	4,255	4,939	
TOTAL PERSONNEL SERVICES	474,189	594,411	677,242	523,131	655,722	
MATERIALS & SERVICES						
101-103-5-20-2110 STATIONERY, OFFICE FOR	3,055	3,091	3,500	2,775	4,000	
101-103-5-20-2210 BOOKS, PERIODICALS, PV	1,284	664	1,500	1,329	2,000	
101-103-5-20-2251 GASOLINE	1,742	1,542	3,500	1,009	3,500	
101-103-5-20-2255 LEGAL FEES	0	0	2,000	0	2,000	
101-103-5-20-2256 SHORT PAYMENTS	23	24	50	0	50	
101-103-5-20-3140 PROFESSIONAL SERVICES	1,105	1,310	2,000	400	2,000	
101-103-5-20-3230 PUBLISHING	316	649	650	332	650	
101-103-5-20-3240 TELEPHONE	0	0	0	0	0	
101-103-5-20-3311 LODGING AND MEALS (TRNI	5,388	7,321	10,000	4,775	10,000	
101-103-5-20-3314 REGISTRATION & DUES	2,630	4,630	4,000	3,470	4,000	
101-103-5-20-3323 MILEAGE	75	0	500	0	500	
101-103-5-20-3420 DEPT OF REVENUE MAPPIN	16,340	16,380	18,000	8,370	18,000	
101-103-5-20-3441 GOVERNMENTAL FEES	9,050	9,195	7,000	4,165	7,000	
101-103-5-20-3505 BONDS	500	500	500	500	500	
101-103-5-20-3710 REPAIR & MAINT AUTO OU	811	351	2,500	214	2,500	
101-103-5-20-3711 GIS DATA BASE CONTRACT	51,630	28,980	0	0	0	
101-103-5-20-3718 A & T PROGRAM MAINTENA	40,850	45,882	61,000	32,605	61,000	
101-103-5-20-3719 GIS PROGRAM MAINTENANC	1,500	1,500	2,000	1,500	2,000	
TOTAL MATERIALS & SERVICES	136,299	122,019	118,700	61,444	119,700	
CAPITAL OUTLAY						
101-103-5-40-4151	0	0	0	0	0	
101-103-5-40-4401 OFFICE FURNITURE	0	0	0	0	0	
101-103-5-40-4402 OFFICE EQUIPMENT	0	5,587	0	0	0	
101-103-5-40-4426 REPLACEMENT VEHICLE	0	0	0	0	0	
TOTAL CAPITAL OUTLAY	0	5,587	0	0	0	
TOTAL EXPENDITURES	610,489	722,017	795,942	584,575	775,422	
REVENUE OVER/(UNDER) EXPENDITURES (	424,160)	(543,615)	(676,342)	(508,837)	(655,822)	



AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners
(Page 1 of 2)

(For BOC Use)
Item #
4d

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

Staff Contact: Kate Knop

Phone Number (Ext): 5302

Department: Finance

Requested Agenda Date: 6/27/18

Short Title of Agenda Item:

General Fund Interfund Loan to CAMI Fund R-2018-15

(No acronyms please)

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

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

N/A

Purchase Pre-Authorizations, Contracts & Agreements

Contractor/Entity:

Contractor/Entity Address:

Effective Dates – From:

Through:

Total Contract Amount:

Budget Line:

Does the contract amount exceed \$5,000? Yes No

Reviewed By:

	Department Head	Required for all BOC meetings
<i>DATE</i>		
	Admin. Officer/BOC Office	Required for all BOC meetings
<i>DATE</i>		
	County Counsel	*Required for all legal documents
<i>DATE</i>		
	Finance Office	*Required for all contracts; other items as appropriate.
<i>DATE</i>		
	Human Resources	*If appropriate
<i>DATE</i>		

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

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

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

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

The CAMI Fund is supported by Grant Revenue for operations that include investigative and training expenditures. The grant is cost reimbursement so the funds for the fiscal year are not paid up front. The CAMI Fund requires an interfund loan until the funds for fiscal year 2017-2018 are received. The interfund loan request is in the amount of \$30,000 and would be repaid with grant reimbursement pursuant to ORS 294.468.

2. FISCAL IMPACT:

The General Fund, will loan the CAMI Fund, the amount of \$30,000 for operating purposes until grant reimbursements are made.

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

Move to approve Resolution R-2018-15 in the amount of \$30,000 as written.

Attach additional background documentation as needed.

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

In the Matter of General Fund Making a)
 Loan to CAMI Fund, Pursuant) RESOLUTION NO. R-2018-15
 To ORS 294.468.)

WHEREAS, ORS 294.468(1) allowing the governing body of a municipal corporation to loan money from any fund to any other fund of the municipal corporation whenever the loan is authorized by official resolution or ordinance of the governing body.

WHEREAS, ORS 294.468(2)(d) if the interfund loan is an operating loan, provide that the money loaned shall be budgeted and repaid to the fund from which the money was borrowed by the end of the ensuing year or ensuing budget period.

WHEREAS, the Morrow County – General Fund, will loan the CAMI Fund, the amount of \$30,000 for operating purposes until grant reimbursements are made.

NOW THEREFORE, be it resolved that the Morrow County Board of Commissioners hereby authorizes the following loan from the Morrow County General Fund to the Airport Fund.

	Increase (Decrease)
<u>General Fund</u>	
Due from Other Funds	\$30,000
<u>CAMI Fund</u>	
Due to Other Funds	(\$30,000)

Dated this 27th day of June, 2018.

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

Don Russell, Chair

Jim Doherty, Commissioner

Melissa Lindsay, Commissioner

Approved as to Form:

Morrow County Counsel

PACKET : 03364 Journal Entry Packet

APPROVED: NO

JE NO#	ACCOUNT	DESC: CAMI Loan R-2018-15	POSTING DATE: 6/27/2018	REVERSING DATE:	AMOUNT
	ACCOUNT NAME		REFERENCE	DESCRIPTION	
101 100-1-70-7001	DUE FROM OTHER FUNDS		CAMI R-2018-15	CAMI Loan R-2018-15	30,000.00
223 100-2-40-4002	DUE TO OTHER FUNDS		CAMI R-2018-15	CAMI Loan R-2018-15	30,000.00CR
101 100-1-10-1500	GENERAL FC W/TREASURER		CAMI R-2018-15	CAMI Loan R-2018-15	30,000.00CR
223 100-1-10-1500	CAMI GRANT FC W/TREAS		CAMI R-2018-15	CAMI Loan R-2018-15	30,000.00
TOTAL CREDITS:	\$	60,000.00CR			
DEBITS:	\$	60,000.00			

PACKET : 03364 Journal Entry Packet

APPROVED: NO

*** ACCOUNT TOTALS ***

ACCOUNT	ACCOUNT NAME	DEPARTMENT	AMOUNT
101 100-1-10-1500	GENERAL FC W/TREASURER	N/A	30,000.00CR
101 100-1-70-7001	DUE FROM OTHER FUNDS	N/A	30,000.00
223 100-1-10-1500	CAMI GRANT FC W/TREAS	N/A	30,000.00
223 100-2-40-4002	DUE TO OTHER FUNDS	N/A	30,000.00CR

JOURNAL ENTRIES: 1

ENTRIES: 4

O/B JOURNAL ENTRIES: 0

ERRORS: 0

WARNING: 0

TOTAL CREDITS: \$ 60,000.00CR

DEBITS: \$ 60,000.00

** END OF REPORT **



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

(For BOC Use)
Item #
5

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

Staff Contact: Kate Knop
Department: Finance
Short Title of Agenda Item:
(No acronyms please)

Phone Number (Ext): 5302
Requested Agenda Date: 6/27/2018

Supplemental Budget Resolution R-2018-14

This Item Involves: (Check all that apply for this meeting.)
Order or Resolution
Ordinance/Public Hearing
1st Reading 2nd Reading
Public Comment Anticipated:
Estimated Time:
Document Recording Required
Contract/Agreement
Appointments
Update on Project/Committee
Consent Agenda Eligible
Discussion & Action
Estimated Time:
Purchase Pre-Authorization
Other

N/A
Purchase Pre-Authorizations, Contracts & Agreements
Contractor/Entity:
Contractor/Entity Address:
Effective Dates - From: Through:
Total Contract Amount: Budget Line:
Does the contract amount exceed \$5,000? Yes No

Reviewed By:

Department 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

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

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

AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

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

The original public hearing notice, published in the Gazette Times, on June 20, 2018 reflected a total adopted budget in the amount of \$38,332,504. The following changes have been made since the public notice:

1. Reduction in "Interfund Transfers" in the amount of <\$280,000>.
2. Increase in Sheriff's "Capital Outlay" in the amount of \$55,000.
3. Correction in Health Department Revenue reflecting "Grant Revenue", not "Charges for Services".

A revised supplemental budget proposal for Morrow County, for the fiscal year July 1, 2017 to June 30, 2018 will increase the total appropriations by \$686,500 to a total of \$38,107,504.

The increase in appropriations is partly due to the increased Oregon Health Authority, 2017-2019 Intergovernmental Agreement and Oregon Marijuana Tax, allotment funding to the County's Mental Health Service provider, the funds pass through the County. This modification allows Morrow County to pass these increased funds in the amount of \$407,000, for a total in appropriations of \$2,672,343.

The Sheriff's Department request includes an increase in Grant Revenue for the purchase of a State Marine patrol boat in the amount of \$55,000. The Capital Outlay appropriations will increase by \$55,000 for a total of \$386,495.

The Health Department request includes an increase in Grant Revenue for MAC - Medicaid \$40,000; the Transformation Grant, \$15,000; and the LCAC Grant, \$5,000. The Materials & Services will increase by \$60,000, for a total of \$407,294. Other increases, reflected in the attachment, are due to increase in "Charges for Services" directly impacting "Materials & Services".

2. FISCAL IMPACT:

A revised supplemental budget proposal for Morrow County, for the fiscal year July 1, 2017 to June 30, 2018 will increase the total appropriations by \$686,500 to a total of \$38,107,504.

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

Motion to approve the Supplement Budget Resolution, R-2018-14, in the amount of \$686,500. The revised total adopted budget is \$38,107,504.

Attach additional background documentation as needed.

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

IN THE MATTER OF)
 APPROPRIATIONS FOR FISCAL) RESOLUTION NO. R-2018-14
 YEAR BEGINNING JULY 1, 2017)

BE IT RESOLVED that the Morrow County Board of Commissioners hereby adopts the Supplemental Budget for the fiscal year beginning July 1, 2017. Which is required in order to expend additional resources, create additional appropriation authority and,

BE IT RESOLVED that the amounts shown below are hereby appropriated for the fiscal year beginning July 1, 2017, for the following purposes:

	<u>Current Appropriations</u>	<u>Increase (Decrease)</u>	<u>Amended Budget</u>
<u>GENERAL FUND</u>			
Accountant Dept.	\$ 343,087	\$ 500	\$ 343,587
Sheriff's Dept	\$ 4,475,921	\$ 55,000	\$ 4,530,921
Health Dept.	\$ 1,411,257	\$ 60,000	\$ 1,471,257
Public Works-Admin.	\$ 67,969	\$ 1,000	\$ 68,969
Transfer Station-North	\$ 75,856	\$ 12,000	\$ 87,856
Transfer Station-South	\$ 41,151	\$ 18,000	\$ 59,151
Non-Departmental	\$ 3,466,164	\$ 407,000	\$ 3,873,164
Total Increase/(Decrease) General Fund	\$ 14,776,330	\$ 553,500	\$ 15,329,830
<u>COUNTY SCHOOL FUND</u>			
Special Payments	\$ 177,560	\$ 40,000	\$ 217,560
Total Increase/(Decrease) County School Fund	\$ 177,560	\$ 40,000	\$ 217,560
<u>IONE SCHOOL FUND</u>			
Special Payments	\$ 14,807	\$ 7,000	\$ 21,807
Total Increase/(Decrease) Ione School Fund	\$ 14,807	\$ 7,000	\$ 21,807
<u>JUSTICE COURT BAILS & FINES FUND</u>			
Material & Services	\$ 432,763	\$ 80,000	\$ 512,763
Total Increase/(Decrease) Justice Court Bails & Fines Fund	\$ 343,000	\$ 80,000	\$ 423,000
<u>PARK FUND</u>			
Cutsforth Dept.	\$ 151,759	\$ 3,000	\$ 154,759
Anson Wright Dept.	\$ 59,738	\$ 3,000	\$ 62,738
Total Increase/(Decrease) Park Fund	\$ 211,497	\$ 6,000	\$ 217,497
Total APPROPRIATIONS, All Funds			\$ 34,784,170
Total Unappropriation and Reserve Amounts, All Funds			\$ 3,323,334
TOTAL ADOPTED BUDGET			\$ 38,107,504

Dated this 27th day of June, 2018.

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

Don Russell, Chair

Jim Doherty, Commissioner

Melissa Lindsay, Commissioner

Approved as to Form:

Morrow County Counsel

NOTICE OF SUPPLEMENTAL BUDGET HEARING

• For supplemental budgets proposing a change in any fund's expenditures by more than 10 percent.

A public hearing on a proposed supplemental budget for Morrow County, Oregon for the fiscal year July 1, 2017 to June 30, 2018, will be held at the Morrow County Bartholomew Building, 110 N. Court St., Heppner, OR 97836.

The hearing will take place on June 27, 2018 at 9:00 AM
 The purpose of the hearing is to discuss the supplemental budget with interested persons. A copy of the supplemental budget document may be inspected or obtained on or after June 22, 2018 at

Morrow Co. Finance Department 110 N. Court St. Heppner, OR, between the hours of 8:00 AM and 5:00 PM

SUMMARY OF SUPPLEMENTAL BUDGET
 PUBLISH ONLY THOSE FUNDS BEING MODIFIED MORE THAN 10 PERCENT

FUND:	General Fund			
Resource	Amount		Expenditure	Amount
1 Property Taxes	\$31,500		1 Transfers to Other Funds	\$0
2 Grant Revenue	\$522,000		2 Personnel Services	\$8,000
			3 Materials & Services	\$83,500
			4 Capital Outlay	\$55,000
			5 Special Payments	\$407,000
Revised Total Resources	\$18,275,296		Revised Total Requirements	\$18,275,296

Comments:

The increased Oregon Health Authority, 2017-2019 IGA and Oregon Marijuana Tax, allotment funding to the County's Mental Health Health Service provider, the funds pass through the County. The modification allows the County to pass increased funds in the amount of \$407,000, for total appropriation of \$2,672,343. Other Increases include the Sheriff's, Health, and other departments. Total requirements for the County General Fund are now \$18,275,296 of which \$1,968,393 is unappropriated ending fund balance.

FUND:	County School Fund			
Resource	Amount		Expenditure	Amount
1 Property Taxes	\$5,000		1 Other Requirements	\$40,000
2 Grant Revenue	\$35,000		2	
3 Investment Earnings	\$0		3	
Revised Total Resources	\$217,560		Revised Total Requirements	\$217,560

Comments:

Authorizes tax turnover expenditures in the county school fund \$35,000 from additional property tax, federal forest fee revenue and utilities in lieu of tax revenues received in excess of original budget. Increase other requirements tax turnover by \$40,000 to a new total of \$217,560.

FUND:	Home School Fund			
Resource	Amount		Expenditure	Amount
1 Property Taxes	\$500		1 Other Requirements	\$7,000
2 Grant Revenue	\$6,500			
3 Investment Earnings	\$0			
Revised Total Resources	\$21,870		Revised Total Requirements	\$21,870

Comments:

Authorizes tax turnover expenditures in the county school fund \$6,500 from additional property taxes, federal forest fee and other revenue, received in excess of the originally budgeted amounts. Increase other requirements tax turnover by \$6,500 to a new total of \$21,870.

FUND:	Justice Court Bails/Fines			
Resource	Amount		Expenditure	Amount
1 Charges for Services	\$80,000		1 Materials & Services	\$80,000
Revised Total Resources	\$512,763		Revised Total Requirements	\$512,763

Comments:

Authorizes additional materials and services expense from additional charges for services revenue "Fines Irigon" received in the amount of \$80,000. This modification allows Morrow County to pass through funds to the State of Oregon. Increase appropriations for the Justice Court Bails/Fines Fund by \$80,000. Total Requirements for the Fund are now \$512,763.

FUND:	Park Fund			
Resource	Amount		Expenditure	Amount
1 Charges for Services	\$6,000		1 Materials & Services	\$6,000
Revised Total Resources	\$731,920		Revised Total Requirements	\$731,920

Comments:

The supplemental budget would authorize an increase in Park Charges for Services and Materials & Services, due to an increase in revenue. The increase in Materials & Services would allow for the increase in needed appropriations due to increase in revenue.

Total APPROPRIATIONS, All Funds	\$35,009,170
Total Unappropriation and Reserve Amounts, All Funds	\$ 3,323,334
TOTAL ADOPTED BUDGET	\$38,107,504

PACKET: 00120-R-2018-14 Supp Budgt 17-18

BUDGET CODE: CB-Current Budget

FUND ACCOUNT	DATE	DESCRIPTION	ADJUSTMENT	ORIGINAL BUDGET	PREVIOUS ADJUSTMENTS	NEW BUDGET	BUDGET BALANCE

Budget Adj. # 000275							
101 100-3-10-9002	6/27/2018	R-2018-14 Supp Budg	31,500.00	6,694,396.00-	20,000.00	6,745,896.00-	989,534.31
		TAXES NECESSARY TO BAL BU					
		DEPT: NON-DEPARTMENTAL					
101 102-5-20-3311	6/27/2018	R-2018-14 Supp Budg	500.00	1,100.00	0.00	1,600.00	414.18-
		LODGING AND MEALS					
		DEPT: ADMINISTRATIVE SERVICES					
101 120-5-20-2110	6/27/2018	R-2018-14 Supp Budg	1,000.00	2,000.00	0.00	3,000.00	810.05
		OFFICE SUPPLIES, STATIONARY					
		DEPT: PUBLIC WORKS ADMIN					
101 122-5-10-1001	6/27/2018	R-2018-14 Supp Budg	4,000.00	7,280.00	0.00	11,280.00	1,560.00
		ATTENDANT					
		DEPT: NORTH TRANSFER STATION					
101 122-5-20-2216	6/27/2018	R-2018-14 Supp Budg	8,000.00	5,000.00	0.00	13,000.00	2,995.49-
		SANITARY SERVICE					
		DEPT: NORTH TRANSFER STATION					
101 123-5-10-1001	6/27/2018	R-2018-14 Supp Budg	4,000.00	7,280.00	0.00	11,280.00	1,524.00
		ATTENDANT					
		DEPT: SOLID WASTE TRNS STATION					
101 123-5-20-2215	6/27/2018	R-2018-14 Supp Budg	14,000.00	20,000.00	0.00	34,000.00	971.50-
		FINLEY BUTTES FEES					
		DEPT: SOLID WASTE TRNS STATION					
101 113-5-40-4415	6/27/2018	R-2018-4 Supp Budg	55,000.00	0.00	0.00	55,000.00	0.00
		MARINE PATROL VEHICLE					
		DEPT: SHERIFF'S DEPARTMENT					
101 114-3-30-3440	6/27/2018	R-2018-14 Supp Budg	40,000.00	26,000.00-	0.00	66,000.00-	2,344.99-
		MAC-MEDICAID ADMIN. BILLING					
		DEPT: HEALTH DEPARTMENT					
101 114-3-30-3471	6/27/2018	R-2018-14 Supp Budg	15,000.00	33,334.00-	0.00	48,334.00-	3,334.00-
		TRANSFORMATION GRANT					
		DEPT: HEALTH DEPARTMENT					
101 114-3-30-3502	6/27/2018	R-2018-14 Supp Budg	5,000.00	0.00	0.00	5,000.00-	5,000.00
		LCAC GRANT					
		DEPT: HEALTH DEPARTMENT					
101 114-5-20-3828	6/27/2018	R-2018-14 Supp Budg	40,000.00	13,000.00	0.00	53,000.00	20,892.19
		MAC-MATCHING					
		DEPT: HEALTH DEPARTMENT					
101 114-5-20-3311	6/27/2018	R-2018-14 Supp Budg	15,000.00	2,000.00	0.00	17,000.00	4,881.38
		LODGING AND MEALS					
		DEPT: HEALTH DEPARTMENT					

PACKET: 00120-R-2018-14 Supp Budgt 17-18

BUDGET CODE: CB-Current Budget

FUND ACCOUNT	DATE	DESCRIPTION	ADJUSTMENT	ORIGINAL BUDGET	PREVIOUS ADJUSTMENTS	NEW BUDGET	BUDGET BALANCE

Budget Adj. # 000275							
101 114-5-20-3323	6/27/2018	R-2018-14 Supp Budg	1,000.00	500.00	0.00	1,500.00	810.24
MILEAGE							
DEPT: HEALTH DEPARTMENT							
101 114-5-20-3471	6/27/2018	R-2018-14 Supp Budg	2,000.00	60,000.00	0.00	62,000.00	25,942.60-
STUDENT BASED HEALTH CENTER							
DEPT: HEALTH DEPARTMENT							
101 114-5-20-2275	6/27/2018	R-2018-14 Supp Budg	2,000.00	50,000.00	0.00	52,000.00	23,319.39-
DHS VACCINE							
DEPT: HEALTH DEPARTMENT							
101 199-3-30-3625	6/27/2018	R-2018-14 Supp Budg	407,000.00	1,450,000.00-	0.00	1,857,000.00-	443,377.17-
OHA RBASE PASS THRU - CCS							
DEPT: NON-DEPARTMENTAL							
101 199-5-50-5500	6/27/2018	R-2018-14 Supp Budg	407,000.00	1,450,000.00	0.00	1,857,000.00	554,822.51
PNFP-MORROW WHEELER B. H.							
DEPT: NON-DEPARTMENTAL							
211 270-3-10-9002	6/27/2018	R-2018-14 Supp Budg	5,000.00	20,490.00-	0.00	25,490.00-	1,813.71-
TAXES NECESSARY TO BAL BU							
DEPT: COUNTY SCHOOL FUND							
211 270-3-30-3612	6/27/2018	R-2018-14 Supp Budg	35,000.00	120,000.00-	0.00	155,000.00-	11,381.97-
UTILITIES IN LIEU OF TAX							
DEPT: COUNTY SCHOOL FUND							
211 270-5-50-5131	6/27/2018	R-2018-14 Supp Budg	40,000.00	177,560.00	0.00	217,560.00	8,781.09
TAX TURNOVER							
DEPT: COUNTY SCHOOL FUND							
212 280-3-10-9002	6/27/2018	R-2018-14 Supp Budg	500.00	1,995.00-	0.00	2,495.00-	189.72-
TAXES NECESSARY TO BAL							
DEPT: IONE SCHOOL FUND							
212 280-3-30-3231	6/27/2018	R-2018-14 Supp Budg	1,000.00	2,500.00-	0.00	3,500.00-	67.87
FEDERAL FOREST FEES							
DEPT: IONE SCHOOL FUND							
212 280-3-30-3612	6/27/2018	R-2018-14 Supp Budg	5,500.00	10,000.00-	0.00	15,500.00-	2,103.87-
UTILITIES IN LIEU OF TAXES							
DEPT: IONE SCHOOL FUND							
212 280-5-50-5131	6/27/2018	R-2018-14 Supp Budg	7,000.00	14,870.00	0.00	21,870.00	2,297.53
TAX TURNOVER							
DEPT: IONE SCHOOL FUND							
231 100-3-40-4143	6/27/2018	R-2018-14 Supp Budg	80,000.00	400,000.00-	0.00	480,000.00-	78,807.25
FINES IRRIGON							
DEPT: NON-DEPARTMENTAL							

PACKET: 00120-R-2018-14 Supp Budgt 17-18

BUDGET CODE: CB-Current Budget

FUND ACCOUNT	DATE	DESCRIPTION	ADJUSTMENT	ORIGINAL BUDGET	PREVIOUS ADJUSTMENTS	NEW BUDGET	BUDGET BALANCE

Budget Adj. # 000275							
231 100-5-20-3813	6/27/2018	R-2018-14 Supp Budg	80,000.00	233,763.00	0.00	313,763.00	33,106.37-
FINES IRRIGON							
DEPT: NON-DEPARTMENTAL							
238 200-3-40-4312	6/27/2018	R-2018-14 Supp Budg	3,000.00	24,000.00-	0.00	27,000.00-	19,858.81
CAMPING FEES							
DEPT: CUTSFORTH PARK							
238 238-3-40-4312	6/27/2018	R-2018-14 Supp Budg	3,000.00	6,700.00-	0.00	9,700.00-	3,327.50
CAMPING FEES							
DEPT: ANSON WRIGHT PARK							
238 200-5-20-3230	6/27/2018	R-2018-14 Supp Budg	3,000.00	500.00	0.00	3,500.00	1,877.62
ADVERTISING							
DEPT: CUTSFORTH PARK							
238 238-5-20-3230	6/27/2018	R-2018-14 Supp Budg	3,000.00	600.00	750.00	4,350.00	1,750.57
ADVERTISING							
DEPT: ANSON WRIGHT PARK							
101 113-3-30-3530	6/27/2018	R-2018-14 Supp Budg	55,000.00	34,320.00-	0.00	89,320.00-	19,931.78-
STATE MARINE BOARD							
DEPT: SHERIFF'S DEPARTMENT							
PACKET NOTES:							
TOTAL NO. ADJUSTMENTS--REVENUE:					14	686,500.00	
TOTAL NO. ADJUSTMENTS--EXPENSE:					18	686,500.00	
TOTAL IN PACKET--						<u>1,373,000.00</u>	

*** BUDGET DEFICIT WARNINGS ***

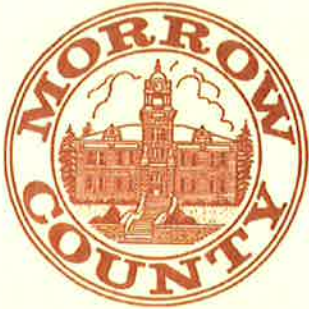
FUND ACCOUNT	NAME	BALANCE
101 102-5-20-3311	LODGING AND MEALS	414.18-
101 114-5-20-2275	DHS VACCINE	23,319.39-
101 114-5-20-3471	STUDENT BASED HEALTH CENTER	25,942.60-
101 122-5-20-2216	SANITARY SERVICE	2,995.49-
101 123-5-20-2215	FINLEY BUTTES FEES	971.50-
231 100-5-20-3813	FINES IRRIGON	33,106.37-

TOTAL WARNINGS: 6

*** NO ERRORS ***

*** END OF REPORT ***

Item #6a



TREASURER

Gayle L. Gutierrez

100 Court Street
P.O. Box 37
Heppner, Oregon 97836
Phone: 541-676-5630 • Fax: 541-676-5631
E-mail: ggutierrez@co.morrow.or.us

June 27, 2018

To: Morrow County Board of Commissioners
From: Gayle L. Gutierrez, Morrow County Treasurer
Re: Treasurer's Monthly Financial Statements as per ORS 208.090

The first two and a half pages of the Pooled Cash Report will tell you the cash amount in each individual fund.

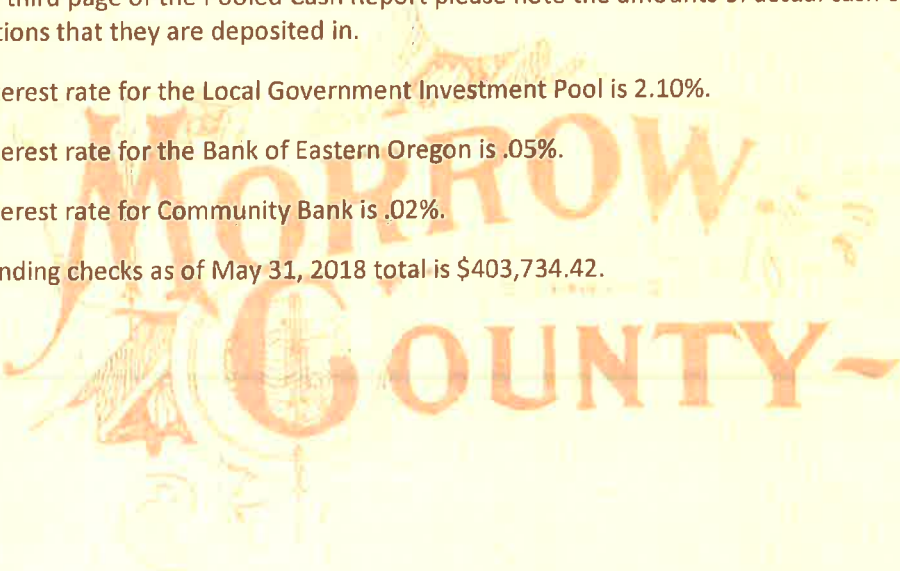
On the third page of the Pooled Cash Report please note the amounts of actual cash on hand and what institutions that they are deposited in.

The interest rate for the Local Government Investment Pool is 2.10%.

The interest rate for the Bank of Eastern Oregon is .05%.

The interest rate for Community Bank is .02%.

Outstanding checks as of May 31, 2018 total is \$403,734.42.



MORROW COUNTY, OREGON
 POOLED CASH REPORT (FUND 999)
 AS OF: MAY 31ST, 2018

FUND	ACCOUNT#	ACCOUNT NAME	BEGINNING BALANCE	CURRENT ACTIVITY	CURRENT BALANCE
<u>CLAIM ON CASH</u>					
101-100-1-10-1500	GENERAL FC W/TREASURER	6,016,564.86 (	585,157.06)	5,431,407.80
200-100-1-10-1500	HERITAGE TRAIL FC W/TREAS	17,421.47	31.01	17,452.48	
201-100-1-10-1500	ROAD EQUIP FC W/TREASURER	375,978.58	669.24	376,647.82	
202-100-1-10-1500	ROAD FC W/TREASURER	1,645,512.70 (	19,523.22)	1,625,989.48
203-100-1-10-1500	FINLEY BUTTES FC W/TREASURER	228,908.25	59,795.50	288,703.75	
204-100-1-10-1500	YOUTH/CHILD FC/TREASURER	66,157.92	0.00	66,157.92	
205-100-1-10-1500	AIRPORT FC W/TREASURER	248,492.95 (	3,906.04)	244,586.91
206-100-1-10-1500	LAW LIBRARY FC W/TREASURER	33,761.06 (	1,347.70)	32,413.36
207-100-1-10-1500	911 FC W/TREASURER	184,322.56 (	18,926.64)	165,395.92
208-100-1-10-1500	SURVEYOR PRES FC/TREASURER	203,460.71	490.40	203,951.11	
209-100-1-10-1500	CSEPP FC W/TREASURER	0.00	0.00	0.00	
210-100-1-10-1500	FINLEY BUTTES LIC. FC W/TREAS	870,691.04	235,479.65	1,106,170.69	
211-100-1-10-1500	MCSO CO SCHOOL FC W/TREAS	73.03	31,020.55	31,093.58	
212-100-1-10-1500	ISD COMMON SCH FC W/TREASURER	7.10	2,893.98	2,901.08	
214-100-1-10-1500	FAIR FC W/TREASURER	161,077.18	220.98	161,298.16	
215-100-1-10-1500	COMP EQUIP FC W/TREASURER	48,092.69 (	18,587.84)	29,504.85
216-100-1-10-1500	STP FC W/TREASURER	18,901.24 (	10,305.69)	8,595.55
217-100-1-10-1500	PROGRAMMING RES FC W/TREASURER	69,667.32	124.01	69,791.33	
218-100-1-10-1500	ENFORCEMENT FC W/TREAS	22,613.72	40.25	22,653.97	
219-100-1-10-1500	VIDEO LOTTERY FC W/TREAS	50,546.05	15,757.76	66,303.81	
220-100-1-10-1500	VICTIM/WITNESS FC W/TREAS	8,905.91 (	6,193.82)	2,712.09
222-100-1-10-1500	WILLOW CREEK FEES FC W/TREAS	34,753.22	61.86	34,815.08	
223-100-1-10-1500	CAMI GRANT FC W/TREAS	5,391.61	171.74	5,563.35	
224-100-1-10-1500	WEED EQUIP RES. FC W/TREAS	5,215.33	9.28	5,224.61	
225-100-1-10-1500	STP VEHICLE FC W/TREAS	136,583.39	243.12	136,826.51	
226-100-1-10-1500	FAIR ROOF FC W/TREAS	17,743.05	31.58	17,774.63	
227-100-1-10-1500	HEPPNER ADMIN BLDG FC W/TREAS	56,706.12	100.94	56,807.06	
228-100-1-10-1500	SAFETY COMMITTEE FC W/TREAS	20,633.47	36.73	20,670.20	
229-100-1-10-1500	BLEACHER RESERVE FC W/TREAS	26,298.24	46.81	26,345.05	
230-100-1-10-1500	RODEO FC W/TREAS	46,190.12	82.22	46,272.34	
231-100-1-10-1500	JUSTICE COURT FC W/TREAS	121,825.81 (	59,124.45)	62,701.36
233-100-1-10-1500	CLERKS RECORD FC W/TREAS	17,336.26	179.50	17,515.76	
234-100-1-10-1500	DUII IMPACT FC W/TREAS	26,450.83	47.08	26,497.91	
236-100-1-10-1500	FAIR IMPROV. FUND FC W/TREAS	5,608.77	9.98	5,618.75	
237-100-1-10-1500	BUILDING PERMIT FC W/TREAS	635,997.51	1,132.07	637,129.58	
238-100-1-10-1500	PARK FC W/TREAS	393,716.81 (	10,766.26)	382,950.55
240-100-1-10-1500	EQUITY FC W/TREAS	85,128.66	151.53	85,280.19	
241-100-1-10-1500	BUILDING RESERVE FC W/TREAS	218,118.77	388.25	218,507.02	
243-100-1-10-1500	LIQUOR CONTROL FC W/TREAS	824.53	1.47	826.00	
245-100-1-10-1500	WPF FC W/TREASURER	12,257.73 (	1,000.00)	11,257.73
321-100-1-10-1500	FOREST SERVICE FC W/TREAS	60,587.30	107.84	60,695.14	
322-100-1-10-1500	COURT SECURITY FC W/TREAS	141,509.95 (	5,070.09)	136,439.86
500-100-1-10-1500	ECHO WINDS FC W/TREAS	41,849.48	74.49	41,923.97	
501-100-1-10-1500	SHEPHERDS FLAT FC W/TREAS	21,724.61	38.67	21,763.28	
502-100-1-10-1500	MO CO ENTERPRIZE ZO FC W/TREAS	0.00	0.00	0.00	
504-100-1-10-1500	STO FC W/TREAS	51,867.67 (	337.50)	51,530.17
505-100-1-10-1500	IONE/LEX CEM-IRRIG FC W/TREAS	10,781.00	19.19	10,800.19	
510-100-1-10-1500	P & P FC W/TREAS	264,365.23	87,009.21	351,374.44	
514-100-1-10-1500	IONE SD B & I FC W/TREAS	582.15	1,037.99	1,620.14	

MORROW COUNTY, OREGON
 POOLED CASH REPORT (FUND 999)
 AS OF: MAY 31ST, 2018

FUND	ACCOUNT#	ACCOUNT NAME	BEGINNING BALANCE	CURRENT ACTIVITY	CURRENT BALANCE
515-100-1-10-1500	BOARDMN URB REN FC W/TREAS		152.57	278.86	431.43
516-100-1-10-1500	RADIO DIST FC W/TREAS		962.67	1,736.56	2,699.23
519-100-1-10-1500	WEST BOARDMN URA FC W/TREAS		126.58	237.66	364.24
521-100-1-10-1500	PGE CARTY FC W/TREAS		50,616.14	90.10	50,706.24
617-100-1-10-1500	MO CO HEALTH DIST FC W/TREAS		5,122.90	9,223.83	14,346.73
618-100-1-10-1500	IRRIGON SEWER FC W/TREAS		0.00	0.00	0.00
619-100-1-10-1500	WEST EXTENSION FC W/TREAS		0.00	0.00	0.00
620-100-1-10-1500	BLACK MNT FC W/TREAS		0.02	0.01	0.03
621-100-1-10-1500	CITY OF BOARDMAN B & I FC W/TR		1,271.97	2,250.52	3,522.49
622-100-1-10-1500	CITY OF HEPPNER B & I FC W/TRE		0.50	0.25	0.25
623-100-1-10-1500	CITY OF IRRIGON B & I FC W/TRE		658.77	1,178.80	1,837.57
624-100-1-10-1500	CITY OF LEXINGTON B & I FC W/T		1,326.90	106.65	1,433.55
625-100-1-10-1500	BOARDMAN PARK & REC B & I		0.00	0.00	0.00
626-100-1-10-1500	MAN. STRUCTURE OMBUDSMAN		16.06	29.48	45.54
628-100-1-10-1500	WILLOW CREEK PARK B & I FC W/T		3,125.65	27.73	3,153.38
629-100-1-10-1500	PORT OF MORROW B & I FC W/TREA		0.00	0.00	0.00
630-100-1-10-1500	PORT OF MORROW FC W/TREAS		477.56	858.70	1,336.26
631-100-1-10-1500	CITY OF BOARDMAN FC W/TREAS		5,450.62	9,774.48	15,225.10
632-100-1-10-1500	CITY OF HEPPNER FC W/TREAS		1,154.35	2,077.98	3,232.33
633-100-1-10-1500	CITY OF IONE FC W/TREAS		183.03	329.62	512.65
634-100-1-10-1500	CITY OF IRRIGON FC W/TREAS		565.65	1,016.28	1,581.93
635-100-1-10-1500	CITY OF LEXINGTON FC W/TREAS		109.76	197.20	306.96
636-100-1-10-1500	BOARDMAN RFPD FC W/TREAS		3,117.78	5,610.67	8,728.45
638-100-1-10-1500	HEPPNER RFPD FC W/TREAS		175.77	316.25	492.02
639-100-1-10-1500	IRRIGON RFPD FC W/TREAS		329.01	591.31	920.32
640-100-1-10-1500	IONE RFPD FC W/TREAS		549,374.84	2,132.54	551,507.38
641-100-1-10-1500	S GILLIAM RFPD FC W/TREAS		111.28	1.11	112.39
642-100-1-10-1500	BOARDMAN CEMETERY FC W/TREAS		70.93	129.10	200.03
643-100-1-10-1500	HEPPNER CEMETERY FC W/TREAS		148.00	266.03	414.03
644-100-1-10-1500	IONE-LEX CEMETERY FC W/TREAS		100,664.24	4,336.75	96,327.49
645-100-1-10-1500	IRRIGON CEMETERY FC W/TREAS		61.99	112.05	174.04
646-100-1-10-1500	WILLOW CREEK PARK FC W/TREAS		434.67	782.96	1,217.63
647-100-1-10-1500	BOARDMAN PARK FC W/TREAS		748.85	1,362.81	2,111.66
648-100-1-10-1500	IRRIGON PARK FC W/TREAS		247.48	445.90	693.38
649-100-1-10-1500	BOARDMAN PK B&I FC W/TREASURER		1,807.94	3,412.76	5,220.70
650-100-1-10-1500	MO CO UNIFIED REC FC W/TREAS		669,160.85	251,700.17	417,460.68
651-100-1-10-1500	HEPPNER WATER CONTROL FC W/TRE		27.79	50.23	78.02
652-100-1-10-1500	MO CO SCHOOL DIST FC W/TREAS		20,904.01	37,352.42	58,256.43
653-100-1-10-1500	MO CO SCHOOL B & I FC W/TREAS		1,859,663.71	1,751,815.67	107,848.04
654-100-1-10-1500	UMATILLA-MORROW ESD FC W/TREAS		3,480.30	6,254.29	9,734.59
655-100-1-10-1500	CHAPLAINCY PROG FC W/TREAS		13.64	0.02	13.66
656-100-1-10-1500	IONE-LEX CEM PERP FC W/TREAS		25,844.75	0.00	25,844.75
657-100-1-10-1500	IONE-LEX CEM EQUIP FC W/TREAS		12,336.28	21.96	12,358.24
658-100-1-10-1500	BMCC FC W/TREASURER		3,738.50	6,715.88	10,454.38
659-100-1-10-1500	BMCC B & I FC W/TREASURER		1,179.71	2,214.00	3,393.71
660-100-1-10-1500	NORTH MO VECTOR CONT FC W/TREA		1,192.08	2,144.88	3,336.96
662-100-1-10-1500	IONE LIBRARY DIST FC W/TREAS		130.28	236.04	366.32
663-100-1-10-1500	OREGON TRAIL LIB FC W/TREAS		1,225.57	2,202.50	3,428.07
665-100-1-10-1500	STATE & FED WILDLIFE FC W/TREA		0.00	0.00	0.00
666-100-1-10-1500	STATE FIRE PATROL FC W/TREAS		555.71	995.30	1,551.01
667-100-1-10-1500	EOTT FC W/TREASURER		0.00	0.00	0.00

MORROW COUNTY, OREGON
 POOLED CASH REPORT (FUND 999)
 AS OF: MAY 31ST, 2018

FUND	ACCOUNT#	ACCOUNT NAME	BEGINNING BALANCE	CURRENT ACTIVITY	CURRENT BALANCE
668-100-1-10-1500		TAX APPEALS FC W/TREAS	0.00	0.00	0.00
669-100-1-10-1500		SCHOLARSHIP TRUST FC W/TREAS	10,384.22	18.48	10,402.70
670-100-1-10-1500		ADV COLL 04-05 FC W/TREAS	0.00	0.00	0.00
671-100-1-10-1500		ADV COLL 03-04 FC W/TREAS	3,191.62	1,671.80	4,863.42
672-100-1-10-1500		ADV COLL 05-06 FC W/TREAS	0.00	0.00	0.00
673-100-1-10-1500		PREPAID TAX FC W/TREAS	0.00	0.00	0.00
674-100-1-10-1500		SALE OF CO LAND FC W/TREAS	0.00	0.00	0.00
675-100-1-10-1500		TREASURER TRUST FC W/TREAS	1,095.03	1.95	1,096.98
676-100-1-10-1500		IONE RFPD RESERVE FC W/TREAS	165,247.13	294.14	165,541.27
678-100-1-10-1500		STATE ADMIN CONT FC W/TREAS	0.00	0.00	0.00
680-100-1-10-1500		PERSONAL PROPERTY SALES FC W/T	0.00	0.00	0.00
681-100-1-10-1500		COUNTY A & T FC W/TREAS	3,475.02	4,271.74	7,746.76
682-100-1-10-1500		STATE FIRE FC W/TREAS	0.00	0.00	0.00
683-100-1-10-1500		PILOT ROCK RFPD FC W/TREAS	1,825.35	18.41	1,843.76
684-100-1-10-1500		FINLEY BUTTES CLOSURE FC W/TRE	1,199,141.29	2,134.46	1,201,275.75
685-100-1-10-1500		STATE HOUSING FC W/TREAS	3,027.19	3,008.22	6,035.41
686-100-1-10-1500		IONE LIBRARY BLDG FC W/TREAS	51,042.74	90.86	51,133.60
687-100-1-10-1500		FINLEY BUTTES TRUST FC W/TREAS	0.00	0.00	0.00
688-100-1-10-1500		IONE SCHOOL DIST FC W/TREAS	2,057.01	3,709.17	5,766.18
690-100-1-10-1500		HEPPNER RURAL FIRE DIST BOND	95.14	185.78	280.92
691-100-1-10-1500		CITY OF HEPPNER BND FC W/TREAS	134.80	263.02	397.82
693-100-1-10-1500		IRRIGON TIPPAGE FC W/TREAS	0.00	0.00	0.00
695-100-1-10-1500		M.C. RET. PLAN TR. FC W/TREAS	0.00	0.00	0.00
697-100-1-10-1500		UNSEG TAX INT FC W/TREAS	0.00	0.00	0.00
698-100-1-10-1500		INTEREST EARNED FC W/TREAS	0.00	0.00	0.00
699-100-1-10-1500		UNSEGREGATED TAX FC W/TREAS	0.00	0.00	0.00
TOTAL CLAIM ON CASH			17,499,988.16	(2,192,160.77)	15,307,827.39

CASH IN BANK - POOLED CASH

999-100-1-10-1501		AP POOLED BEO	138,360.55	(11,121.42)	127,239.13
999-100-1-10-1502		PAYROLL BEO	11,594.58	0.94	11,595.52
999-100-1-10-1503		STATE TREASURY POOL	17,349,506.56	(2,181,040.29)	15,168,466.27
999-100-1-10-1504		CERTIFICATES OF DEPOSIT	0.00	0.00	0.00
999-100-1-10-1505		WELLS FARGO INVESTMENTS	0.00	0.00	0.00
999-100-1-10-1506		UNION BANK OF CALIFORNIA	0.00	0.00	0.00
999-100-1-10-1507		COMMUNITY BANK	100.12	0.00	100.12
SUBTOTAL CASH IN BANK - POOLED CASH			17,499,561.81	(2,192,160.77)	15,307,401.04

WAGES PAYABLE

999-100-2-60-6001		WAGES PAYABLE	0.00	0.00	0.00
SUBTOTAL WAGES PAYABLE			0.00	0.00	0.00

TOTAL CASH IN BANK - POOLED CASH 17,499,561.81 (2,192,160.77) 15,307,401.04



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

(For BOC Use)
Item #
7a

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

Staff Contact: Carla McLane
Department: Planning
Short Title of Agenda Item:

Phone Number (Ext): 541-922-4624 or 5505
Requested Agenda Date: 06272018

Wheatridge Wind Energy Facility
Energy Facility Siting Council Agenda 6-29-2018

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

- Order or Resolution
Ordinance/Public Hearing:
1st Reading 2nd Reading
Public Comment Anticipated:
Estimated Time:
Document Recording Required
Contract/Agreement
Appointments
Update on Project/Committee
Consent Agenda Eligible
Discussion & Action
Estimated Time: 30 minutes
Purchase Pre-Authorization
Other

N/A

Purchase Pre-Authorizations, Contracts & Agreements

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

Reviewed By:

Carla McLane 06252018 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

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

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

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

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

Two interrelated items for discussion: Wheatridge Wind (WRW) Energy Facility and the pending Energy Facility Siting Council (EFSC) meeting on June 28, 2018.

WRW: The application from WRW to the Oregon Department of Energy (ODOE) has been submitted and forwarded to us for review and comment prior to July 6. At the time I am writing this I have not thoroughly reviewed the amendment, but have talked with Sarah Esterson, ODOE Siting Analyst for this project. In her email to the county she asked two questions, the first concerned with changes to any of the applicable code provisions and a second confirming if and how our Solid Waste Management Plan and Ordinance would be applicable. Regardless of how the EFSC rules on Friday - Path A or Path B - we still need to supply Sarah and the ODOE responses to these questions for them to process the amendment. My intent will be to finish review before Wednesday and appear at the June 27 Board of Commissioners meeting with a letter for the Boards review.

EFSC: The EFSC is meeting this Friday, June 29, in Salem with a variety of items on their agenda of interest. The Solar PV Facility Definition and Specific Standards RAC appointment and the WRW Request for Amendment 2 discussion on the appropriate Path. It does not appear comment can be made to the Solar PV RAC appointment, but there is an opportunity to comment on the merits of the Path discussion (just avoiding the merits of the Amendment request specifically). The Board has already commented on this (and I am working to assure the EFSC members have that letter in front of them), but additional comment, either oral or written, may be needed. I will work to have talking points for consideration should someone be attending the June 29 EFSC meeting in Salem.

2. FISCAL IMPACT:

None at this time.

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

There is nothing included in the packet to take action on. A letter will be presented on Wednesday for the Board's information providing comment to the WRW Request for Amendment 2. There will also be discussion concerning if and how to further comment on the Amendment Path.

Attach additional background documentation as needed.



ENERGY FACILITY SITING COUNCIL

Energy Facility Siting Council Meeting Notice and Agenda

Oregon Department of Energy
Meitner Conference Room
550 Capitol Street NE
Salem, OR

Friday, June 29, 2018 – 8:30 a.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) – Approval of minutes; Council Secretary Report and other routine Council business.

B. [9:00 a.m.] Rulemaking: Phase 2 Updates to Carbon Dioxide (CO₂) Standards – Rulemaking Hearing – (Action Item) – Jason Sierman, Rulemaking Coordinator. The hearing will begin after the Council receives an overview on this rulemaking project from staff. The purpose of the hearing is for the Council and staff to receive input on the proposed rule changes. **Unless extended by the Council, the comment deadline is 10:30 a.m.** This rulemaking project proposes to update the Council’s CO₂ emissions standards based on current natural gas-fired energy facility technology. The CO₂ emissions standards apply to base load gas plants, non-base load power plants, and certain non-generating energy facilities.

C. Rulemaking: Compliance – Scoping and Appointment of a Rulemaking Advisory Committee (Action Item) – Jason Sierman, Rulemaking Coordinator. Staff recommends initiating this rulemaking project to (1) evaluate, in terms of effectiveness and efficiency, the Council’s rules that relate to how the Council ensures compliance with all applicable rules, all applicable laws, and the terms, requirements, and conditions written into site certificates and final orders; and (2) potentially draft proposed rule changes to increase the effectiveness and efficiency of the Council’s compliance activities. The Council will be asked to define the scope for this project, define the purpose and scope of a RAC, and consider appointing a group of persons and entities with diverse interests to participate on a RAC to provide input to help inform staff’s evaluation. Staff will provide the Council with a diverse list of persons and entities interested in participating as a RAC member. The Council is not limited to the list provided by staff.

D. Rulemaking: Single Solar PV Facility Definition and Specific Standards – Scoping and Appointment of a Rulemaking Advisory Committee (Action Item) – Jason Sierman, Rulemaking Coordinator. Staff recommends initiating this rulemaking project to: 1) Evaluate whether multiple non-EFSC jurisdictional solar PV facilities could aggregate in a way that the aggregate is functionally the size of an EFSC jurisdictional solar PV facility; 2) If it’s determined that multiple non-EFSC jurisdictional solar PV facilities

could functionally aggregate to the size of an EFSC jurisdictional solar PV facility, to develop new rules that identify objective criteria for determining the circumstances of when multiple non-EFSC jurisdictional solar PV facilities functionally aggregate to the size of an EFSC jurisdictional solar PV facility; and 3) Evaluate whether or not specific standards should be developed for the siting of solar PV facilities, and if so, to develop such standards. The Council will be asked to define the purpose and scope for this rulemaking project, define the purpose and scope of a RAC, and consider appointing a group of persons and entities with diverse interests to participate on a RAC to provide input to help inform staff's evaluation. Staff will provide the Council with a diverse list of persons and entities interested in participating as a RAC member. The Council is not limited to the list provided by staff.

E. 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.

Break

F. Wheatridge Wind Energy Facility Request for Amendment 2 – Certificate Holder Referral to Council of Department's Type A Amendment Review Process Determination (Action Item) – Sarah Esterson, Senior Siting Analyst. The Council will consider the certificate holder's referral of the Department's June 14, 2018 determination that the "Type A" amendment review process is appropriate for Request for Amendment 2, which includes a request for approval to construct and operate larger wind turbines and add two battery storage systems. The Council will allow the certificate holder and members of the public an opportunity to provide oral comment limited to the certificate holder's "Type B" review amendment determination request and the Department's "Type A" review determination. The Council will not accept general public comment on the facility during its deliberation. The Council may concur, modify or reject staff's June 12, 2018 determination.

Break

G. [WORKING LUNCH] The Climate Trust Board of Directors Appointment (Action Item) – Todd Cornett, Assistant Director/Council Secretary. The Council will consider applicants for an appointment to The Climate Trust Board of Directors.

H. Financial Assurance: Pre-approved Institutions (Action Item) – Sisily Fleming, Fiscal Analyst. The Council will be presented with three potential new financial institutions that could be added to the pre-approved list of financial institutions that can be used to meet the Retirement and Financial Assurance standard (OAR 345-022-0050) for issuance of bonds or letters of credit.

I. Golden Hills Wind Project Request for Amendment 5 – Certificate Holder Referral to Council of Department's Type A Amendment Review Process Determination (Action Item) – Sarah Esterson, Senior Siting Analyst. The Council will consider the certificate holder's referral of the Department's June 1, 2018 determination that the "Type A" amendment review process is appropriate for Request for Amendment 5, which includes a request for approval to construct and operate larger wind turbines and meteorological towers, and changes in design of temporary access roads (increasing width from 40 feet to 100 feet), and amend an existing site certificate condition. The Council will allow the certificate holder and members of the public an opportunity to provide oral comment limited to the certificate holder's "Type B" review amendment determination request and the Department's "Type A" review

determination. The Council will not accept general public comment on the facility during its deliberation. The Council may concur, modify or reject staff's June 1, 2018 determination.

J. Rulemaking: Updates to CO2 Standards – Council Deliberation on the Approval of Final Rule

Language (Action Item) – Jason Sierman, Rulemaking Coordinator. After considering all the comments received on the record for this rulemaking (i.e. before the 10:30 a.m. comment deadline at the close of the hearing that occurred as Agenda Item B), the Council will deliberate and decide whether to approve final rule language or provide additional direction to staff. This rulemaking project proposes to update the Council's CO2 emissions standards based on current natural gas-fired energy facility technology. The CO2 emissions standards apply to base load gas plants, non-base load power plants, and certain non-generating energy facilities.

K. 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: No meeting in July; Aug. 23-24, 2018; Sept. 27-28, 2018; Oct. 25-26, 2018; Nov. 15-16, 2018; Dec. 13-14, 2018. Locations to be determined.

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 Oregon Administrative Rule 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

Energy Siting Division/ODOE

550 Capitol St. NE

Salem, OR 97301-3737

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

Phone: 503-378-8328

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

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 Esther Kooistra at 503-378-3895; Fax 503-373-7806, or toll free in Oregon at 800-221-8035. TTY users should call the Oregon Relay Service at 711.

From: ESTERSON Sarah * ODOE [<mailto:Sarah.Esterson@oregon.gov>]

Sent: Friday, June 15, 2018 11:44 AM

To: Carla McLane <cmclane@co.morrow.or.us>

Cc: Don Russell <drussell@co.morrow.or.us>; Jim Doherty <jdoherly@co.morrow.or.us>; Melissa Lindsay <mlindsay@co.morrow.or.us>; WOODS Maxwell * ODOE <Maxwell.Woods@oregon.gov>

Subject: Wheatridge Wind Energy Facility - Preliminary Request for Amendment 2 of Site Certificate - Special Advisory Group Review Request by July 6, 2018

Carla and Morrow County Board of Commissioners,

This email is to inform the Morrow County Planning Department and Morrow County Board of Commissioners of the Oregon Department of Energy's receipt of the preliminary Request for Amendment 2 (pAMD2) for the Wheatridge Wind Energy Facility Site Certificate. The Wheatridge Wind Energy Facility is an approved but not yet constructed wind energy facility, to be located in Morrow and Umatilla counties, with up to 292 wind turbines and a maximum capacity of 500 megawatts..

The pAMD2 requests Council approval to construct and operate larger wind turbines and two battery storage systems.

The proposed larger wind turbines would change the previously approved turbine dimensions including: increase turbine hub height (278 to 291.3 feet), increase maximum blade tip height (476 to 499.7 feet), increase maximum blade length (197 to 204.1 feet), lower the minimum ground clearance (83 to 70.5 feet), and increase rotor diameter (393 to 416.7 feet).

The proposed battery storage systems would consist of lithium-ion batteries contained in a building or series of modular containers and would include approximately 18 inverters and associated step-up transformers, as well as interconnecting facilities (control house, protective device and power transformer). The proposed battery storage systems may include ground-level cooling equipment, power conditioning systems, distribution and auxiliary transformers. The proposed battery storage systems would be located adjacent to the previously approved substation and operation and maintenance building sites and would each result in up to 5 acres of new permanent disturbance. One of these sites would be located within Morrow County.

We would like to request your review and comment on the amendment request by **July 6, 2018**. In particular, we have the following questions:

- Has the county adopted any changes to county code provisions (e.g. setback requirements, etc) that could apply to the proposed larger turbines?
- The Department has already completed initial consultation with Carla regarding applicability of the County's Solid Waste Management Ordinance and Solid Waste Management Program for solid waste management during operation of the proposed battery storage systems. Please confirm whether the above-provided description, as obtained from the amendment request, would trigger applicability of any other county code provisions that necessarily should be evaluated through the site certificate amendment process.

The amendment request is attached for reference.

Let me know if you have questions and whether the July 6, 2019 review timeline is feasible.

Thanks,
Sarah

Sarah T. Esterson
Energy Facility Siting Analyst
Oregon Department of Energy
550 Capitol St NE, 1st Floor
Salem, OR 97301
P:(503) 373-7945
C: (503) 385-6128

Oregon.gov/energy



ESTERSON Sarah * ODOE

From: Pappalardo, Mike <MIKE.PAPPALARDO@nexteraenergy.com>
Sent: Friday, May 18, 2018 3:30 PM
To: ESTERSON Sarah * ODOE
Cc: Marshall, Jesse; Castro, Scott; Carrie Konkol (carrie.konkol@tetrattech.com); Curtiss, Sarah Stauffer (sarah.curtiss@stoel.com); Filippi, David (david.filippi@stoel.com); Solsby, Anneke (Anneke.Solsby@tetrattech.com); WOODS Maxwell * ODOE; RATCLIFFE Jesse D; CORNETT Todd * ODOE
Subject: Submittal of RFA 2 for Wheatridge Wind Energy Facility, and Request for Reconsideration for the Wheatridge Wind Energy, LLC's Amendment Determination Request
Attachments: Final_Wheatridge Request for Amendment 2_05-18-2018.compiled.pdf

Dear Ms. Esterson:

Attached please find a second Request for Amendment ("RFA 2") for the Wheatridge Wind Energy, LLC ("Wheatridge"), Wheatridge Wind Energy Facility ("Project"). In RFA 2, Wheatridge seeks concurrence on a modified range of turbine specifications for use at the Project. In addition, Wheatridge seeks to add energy storage as a related and supporting facility. With this submittal, we are also formally requesting that the Oregon Department of Energy ("Department") reevaluate its April 25, 2018 determination ("Department Response") that RFA 2 should be subject to the Department's Type A amendment review process.

Please feel free to contact me at any time if you have any questions or concerns regarding this submittal.

Sincerely,

Mike Pappalardo | [Environmental Manager](#)
[NextEra Energy Resources](#) | 3256 Wintercreek Drive | Eugene, OR 97405
office: 541.302.1345 | cell: 541.206.1005 | email: mike.pappalardo@nexteraenergy.com





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SARAH STAUFFER CURTISS
D. 503.294.9829
sarah.curtiss@stoel.com

May 18, 2018

VIA ELECTRONIC MAIL

Ms. Sarah Esterson, Senior Siting Analyst
550 Capitol St. N.E., 1st Floor
Salem, OR 97301

**Re: Submittal of RFA 2 for Wheatridge Wind Energy Facility, and Request for
Reconsideration of Department's April 25, 2018 Response to Wheatridge Wind
Energy, LLC's Amendment Determination Request**

Dear Ms. Esterson:

On behalf of Wheatridge Wind Energy, LLC ("certificate holder" or "Wheatridge), please find enclosed a second Request for Amendment ("RFA 2") for the Wheatridge Wind Energy Facility ("Project"). In RFA 2, the certificate holder seeks concurrence on a modified range of turbine specifications for use at the Project. In addition, the certificate holder seeks to add energy storage as a related and supporting facility. Energy storage will be included within the site boundary in existing micro-siting corridors adjacent to the Project substations.

With this submittal, we are also formally requesting that the Oregon Department of Energy ("Department") reevaluate its April 25, 2018 determination ("Department Response") that RFA 2 should be subject to the Department's Type A amendment review process. In the Department Response, Department staff noted that resubmittal of Wheatridge's Amendment Determination Request ("ADR") in conjunction with RFA 2 could support the Department's reevaluation of the applicability of Type B review and the OAR 345-027-0057(8) factors, as the RFA 2 provides additional information beyond the ADR. Having now finalized RFA 2 and carefully evaluated the proposal against the relevant regulatory standards, we believe the applicable rules support a conclusion that no site certificate amendment is required for the proposed changes. At the same

time, in the event the Department were to determine that an amendment is in fact required for one or both of the proposed changes, for the reasons outlined below and in RFA 2, we believe the Department's Type B review process is the more appropriate review path.

A. The language in OAR Chapter 345, Division 27 indicates that an amendment to the site certificate is not required.

Although RFA 2 analyzes the proposed changes under the applicable Energy Siting Council ("Council") standards, upon further review of OAR Chapter 345, Division 27, the proposed changes do not appear to trigger the need to amend the Project's site certificate in the first instance, because the proposed changes do not fall within the list of changes triggering the need for an amendment under OAR 345-027-0050. Specifically, the proposed changes do not involve: (1) a transfer of ownership, (2) the application of later adopted laws, or (3) an extension of the construction schedule. Likewise, the proposed changes do not (1) involve a proposal to design, construct, or operate a facility in a manner different from the description in the site certificate where the proposed change could result in a significant adverse impact not previously addressed by the Council, (2) impair the certificate holder's ability to comply with a site certificate condition, or (3) require a new condition. As detailed in RFA 2, there are no significant adverse impacts from the proposed changes that the Council has not addressed in an earlier order, and the proposed changes do not impact the certificate holder's ability to comply with any of the site certificate conditions. And although the Council may determine that clarification of certain existing conditions is helpful given the addition of the energy storage related and supporting facility, as outlined in RFA 2, the proposed changes do not *require* new conditions or changes to existing conditions.

Further, a comprehensive review of OAR Chapter 345, Division 27 demonstrates that the proposed changes are precisely the types of changes that should be authorized without an amendment. In particular, OAR 345-027-0053(1), Changes Exempt from Requiring an Amendment, provides that a site certificate amendment is not required if the proposed change is in substantial compliance with the terms and conditions of the site certificate and is a change:

“(a) [t]o an electrical generation facility that would increase the electrical generating capacity and would not increase the number of electric generators at the site, change fuel type, increase fuel consumption by more than 10 percent or enlarge the facility site.”

Although the proposed changes outlined in RFA 2 would not increase the electrical generating capacity, the proposed changes otherwise satisfy the OAR 345-027-0053(1) requirements for proceeding without an amendment (*i.e.* the proposed changes are in substantial compliance with the terms of the site certificate as outlined in RFA 2, there is no increase in number of electrical

generators, there is no change in fuel type or fuel consumption, and the facility site will not be enlarged). Put simply, it would be absurd for the Department to conclude that an amendment is not required for a proposal that involves an *increase* in generating capacity but that an amendment is required for an identical project that does not involve an increase in generating capacity. For these reasons, we believe an amendment to the site certificate should not be required for the proposed changes.

B. Nevertheless, even if the Department were to determine that an amendment is required for one or both of the proposed changes, the Department's Type B process is the appropriate review path.

In the Department Response, the Department concluded that RFA 2 should be processed under Type A review because the proposed modifications are considered complex, there is an anticipated level of interest in the proposed modifications from members of the public and reviewing agencies, and the likelihood of potential significant adverse impacts from the proposed changes is uncertain, primarily resulting from components not previously evaluated (battery storage). For the reasons outlined below, we believe that these conclusions are erroneous and respectfully request that Department staff reconsider based on the information provided below and in RFA 2.

1. The proposed changes are not complex.

In the Department Response, the Department noted in response to the factor that directs the Department to evaluate the "complexity of the proposed change":

"because the proposed battery storage systems are new components not previously evaluated by Council for this facility or historically for any EFSC facility, the anticipated level of public and reviewing agency interest, and based on the uncertainty of potential adverse environmental impacts, the Department considers the proposed modifications to be complex." Department Response at 3.

As an initial matter, it is unclear why the Department believes that the proposed addition of the energy storage facility is complex. By stating that the addition may be controversial and that the potential impacts are uncertain, the Department's conclusion seems to conflate other factors into the "complexity" factor. Beyond identifying the anticipated level of interest in the proposal, however, the Department provides no analysis of why the addition of energy storage within a previously approved micro-siting corridor or the proposed modifications to the turbine specifications are complex.

As outlined in RFA 2, the proposed modifications to the turbine specifications are not complex at all, and in fact, are the sorts of technological changes that are typical in an industry where turbine manufacturers offer new turbine models with improved technology and retire older models approximately every one to two years. In order to allow flexibility in the choice of wind turbines at the time of construction, Wheatridge analyzed impacts for two layouts using two different turbine models, while limiting the total generating capacity to 500MW. The purpose of this flexible approach was to allow Wheatridge to select the most appropriate turbine model available leading into construction. The proposed modifications to the turbine specifications described in RFA 2 are consistent with this overall approach and do not present any complexities that warrant application of the Type A review process.

With respect to energy storage, although not previously reviewed by the Council, energy storage as a related and supporting facility to an energy facility was submitted as part of an amendment request to the Montague Wind Project, which is currently under review. Moreover, although fairly new to Oregon, energy storage has been a growing trend in the energy industry to support the delivery of renewable energy, with more than 132 grid-scale lithium-ion systems operational in the U.S. as of mid-2016¹. Energy storage sites are not complex as they (a) have a relatively small footprint, typically between one and five acres; (b) have insignificant visual impact, particularly in the context of wind turbines, due to the low height of the energy storage site enclosures (usually between 15 and 20 feet); and (c) have less noise output compared to wind turbines. Existing site certificate conditions require development of a site-specific Emergency Management Plan and a site health and safety plan. Wastes generated by the energy storage facility will be handled by a licensed firm and disposed of at a facility permitted to handle them in accordance with applicable site certificate conditions, laws, and regulations. As described in RFA 2, provisions regarding the energy storage facility will be incorporated into these plans. Moreover, as outlined in RFA 2, because the energy storage facilities will be part of the substation sites, located within existing micro-siting corridors, and subject to existing site certificate conditions, the addition of the facilities to the Project is not complex and therefore does not warrant application of the Type A review process.

2. The is no evidence that there will be sufficient interest in the proposed changes from members of the public and reviewing agencies to warrant application of the Type A review process.

In the Department Response, the Department noted that it expects a “moderate level of interest” in the proposed amendment based on historic public interest in the Project’s prior proceedings.

¹ Hart and Sarkissian, *Deployment of Grid-Scale Batteries in the United States*. Prepared for Office of Energy Policy and Systems Analysis, June 2016.

Ms. Sarah Esterson, Senior Siting Analyst
May 18, 2018
Page 5

The Department reasoned: “[b]ecause over 40 comments were received during the draft proposed order phase of the application and a contested case proceeding occurred, and 7 comments were received on the recent site certificate transfer request (RFA 1), the Department anticipates a moderate level of general public interest in EFSC proceedings for this facility.” Department Response at 3-4. Likewise, the Department concluded that it anticipates a level of interest from several reviewing agencies.

Although the anticipated level of public and agency interest was not the only basis for the Department’s determination that the proposed amendment should be subject to Type A review, we understand based on conversations with Department staff that even if Wheatridge opts to remove the addition of energy storage from RFA 2, Department staff nevertheless intends to subject the proposed amendment to the Type A review process based, in large part, on the previous level of public interest in and controversy surrounding the Project. We believe this is inconsistent with the plain language of the amendment rules.

OAR 345-027-0051(3) provides the Department and the Council may consider “the anticipated level of public interest *in the proposed change*,” (emphasis added) not the level of interest in the facility itself or the previous proceedings related thereto. In the Department Response and subsequent conversations with Department staff, it appears that the Department is basing its conclusion, at least in part, on the level of public interest in prior proceedings and not on the anticipated level of interest in the proposed blade height change (or, for that matter, the proposed battery storage facility).

Wheatridge acknowledges that the level of interest in past proceedings may be an indication of interest in the proposed change, but if that is the case, the nature and extent of the previous interest is necessarily relevant. Although the Department Response indicates that 40 comments were received during the draft proposed order phase of the application, a contested case proceeding occurred, and seven comments were received on the recent site certificate transfer request, further review of those comments reveals that the majority of the comments were actually in favor of the Project, with only a fraction opposed. For example, of the 52 comments filed during the application for site certificate, 33 were in favor of the Project, eight were opposed to the Project, seven were neutral, and four unknown. Likewise, of the seven comments submitted during the first request for amendment, one was in favor of the project, one was against, four were neutral, and one was unknown. Thus, even if the level of interest in past proceedings may be an indication of potential interest (and again, the plain language requires the Department to evaluate the anticipated level of public interest in the *proposed change*), the record demonstrates that the majority of the “interest” in the project was favorable and it would not be reasonable to subject the amendment to a Type A process based on favorable or neutral interest.

Moreover, the issue raised in many of the comments and evaluated in the contested case was whether the applicant was required to propose its gen-tie line as part of its application for site certificate or whether the gen-tie line could be permitted through a separate local process. That issue has now been conclusively resolved by the Council and, on May 2, 2018, Morrow County issued a decision granting approval of the Project's gen-tie. Thus, the primary issue raised in prior proceedings is neither related to the proposed change nor is it a "live" issue of controversy that could be raised in a proceeding on the proposed amendment. And in any event, the Department should not defer to a Type A process in anticipation of public interest around issues that are not germane to the amendment request.

Further, if the Department bases its amendment path determination solely on prior interest in proceedings related to the Project rather than the nature of the proposed change itself, the Department risks applying differing procedural requirements (Type A or Type B) to different projects bringing forth *identical* amendment requests. Not only would this lead to an arbitrary application of the amendment rules, it would allow project opponents to force certificate holders into Type A processes for all requested amendments by simply opposing a project during the initial siting process. Such application of the rules would be arbitrary and capricious and contrary to the plain language of the amendment rules, which provide a more streamlined process for less complex changes.

3. There will be no significant impacts from the proposed changes.

In the Department Response, the Department noted that the ADR did not include an impact assessment to support the Department's review of the proposed modifications to the turbine specifications and the proposed addition of energy storage under applicable Council standards. The Department concluded that it was uncertain if there would be potential adverse impacts from the proposed changes. However, as outlined in RFA 2, there will be no significant impacts from the proposed changes. At a minimum, there is not a sufficient likelihood of significant adverse impact to warrant application of the Type A review process.

C. Conclusion.

For the aforementioned reasons, we respectfully request Department staff to reconsider its determination that RFA 2 should be subject to the Type A review process and instead conclude that an amendment to the site certificate is not required for either of the proposed changes. In the

Ms. Sarah Esterson, Senior Siting Analyst

May 18, 2018

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event the Department does conclude that an amendment is required for one or both of the proposed changes, we respectfully request Department staff to conclude that the Department's Type B process is the appropriate review path.

Very truly yours,

A handwritten signature in black ink, appearing to read 'Sarah Stauffer Curtiss', with a long horizontal flourish extending to the right.

Sarah Stauffer Curtiss

SSC:pjn

cc: Mr. Jesse Ratcliffe
Mr. Maxwell Woods
Mr. Todd Cornett
Mr. David Filippi
Client

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Request for Amendment #2 for the Wheatridge Wind Project

Prepared for



Prepared by



May 2018

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Acronyms and Abbreviations

ADR	Amendment Determination Request
ASC	Application for Site Certificate
dBA	A-weighted decibels
EFSC	Energy Facility Siting Council
FAA	Federal Aviation Administration
MW	megawatt
NEER	NextEra Energy Resources, LLC
OAR	Oregon Administrative Rules
ODFW	Oregon Department of Fish and Wildlife
ODOE	Oregon Department of Energy
ORS	Oregon Revised Statutes
Project	Wheatridge Wind Energy Facility
RFA 2	Request for Amendment 2
Wheatridge	Wheatridge Wind Energy, LLC

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1.0 Introduction

Wheatridge Wind Energy, LLC (certificate holder or Wheatridge) is submitting a second Request for Amendment (RFA 2) for the Wheatridge Wind Energy Facility (Project). The Project is a wind energy facility approved by the Energy Facility Siting Council (EFSC) with a capacity to generate up to 500 megawatts (MW) of electricity with up to 292 wind turbines. The Project has not yet been built; consistent with the conditions of the site certificate, construction will begin by May 24, 2020, and be completed by May 24, 2023.

The Project is divided into two sections, Wheatridge West and Wheatridge East. Wheatridge West is located entirely within Morrow County, bisected by Oregon Highway 207, and is approximately 5 miles northeast of Lexington and approximately 7 miles northwest of Heppner. Wheatridge East is located approximately 16 miles northeast of Heppner, and includes land in both Morrow and Umatilla counties. Wheatridge West and Wheatridge East are connected via a 230-kilovolt transmission line (Intraconnection Line). Additional related and supporting facilities to the Project will include an electrical collection system, collector substations, meteorological towers, communication and supervisory control and data acquisition systems, operations and maintenance buildings, new or improved access roads, and temporary construction areas.

The primary purpose of RFA 2 is to take advantage of technological advances, including turbine and battery technology. Therefore, Wheatridge proposes to:

1. Clarify the range of turbine specifications analyzed.
2. Add energy storage as a related and supporting facility.

1.1 Existing Site Certificate and Prior Amendments

The site certificate for the Project was issued in April 2017 and became effective May 24, 2017. On May 17, 2017, the certificate holder provided notice, pursuant to Oregon Administrative Rules (OAR) 345-027-0100(2), to the Oregon Department of Energy (ODOE) of a transfer of ownership of the certificate holder. On June 14, 2017, the certificate holder filed a Request for Transfer of the Wheatridge Wind Energy Facility Site Certificate; this was Request for Amendment 1. The First Amended Site Certificate for the Wheatridge Wind Energy Facility was approved in July 2017 and became effective August 11, 2017.

1.2 Amendment Required under OAR 345-027-0050 & Review Process under OAR 345-027-0051

The certificate holder submitted an amendment determination request for a Type B review to ODOE on April 9, 2018. On April 25, 2018, ODOE responded, after reviewing the Amendment Determination Request (ADR) and considering the OAR 345-027-0057(8) factors, that the RFA 2 should be processed under Type A review. ODOE noted in its letter that submittal of an ADR in conjunction with the preliminary RFA could support the Department's reevaluation of Type B

review and the OAR 345-027-0057(8) factors by providing the full information as required in an RFA, in accordance with OAR 345-021-0100, and the certificate holder's evaluation of compliance with Council standards. Therefore, the certificate holder is submitting this supplemental amendment determination request and preliminary RFA (RFA 2) to provide the necessary information for a finding: (1) that no site certificate amendment is required or (2), in the alternative, if an amendment is required for the proposed clarification of turbine specifications or the addition of energy storage or both, the Type B process is the appropriate review path.

Changes that automatically follow the Type A process are described in OAR 345-027-0051(2), (3), and (4). The changes proposed in RFA 2 do not meet these criteria. The proposed changes do not transfer ownership of the facility; no later-adopted laws apply to the proposed modified facility; and there is no change to the construction deadlines. As demonstrated in this RFA 2, there are no significant adverse impacts from the proposed changes that the Council has not addressed in an earlier order, and the proposed changes do not impact the certificate holder's ability to comply with a site certificate condition. Although the certificate holder believes that the proposed changes do not require new conditions or changes to existing conditions, with the addition of the energy storage facility, the Council may determine that clarification of certain existing conditions is helpful as referenced in RFA 2.

The certificate holder understands that under OAR 345-027-0057(8), the Department considered the anticipated level of public interest in the proposed change when it made its initial determination regarding Type A vs. Type B process. The certificate holder has reviewed prior public comments made during the application phase and Request for Amendment 1 and none of these comments related to the types of impacts that could change as a result of the proposed modifications (i.e. visual impact and waste handling). In addition, the proposed changes are not complex, are unlikely to result in significant adverse impacts, and there is little anticipated interest by reviewing agencies in the proposed change. No new mitigation will be required as a result of the proposed changes.

As part of the Application for Site Certificate, in order to allow flexibility in the choice of wind turbines at the time of construction, Wheatridge analyzed impacts for two layouts using two different turbine models, while limiting the total generating capacity to 500MW. The purpose of this approach would allow flexibility for Wheatridge to select the most appropriate turbine model available at the time the turbines are acquired so long as the turbines are of no greater impact than allowed for in the Site Certificate and satisfy all the pre-construction conditions of Site Certificate. This flexibility was required because turbine manufacturers offer new turbine models with improved technology and retire older models approximately every 1 to 2 years.

In the Application for Site Certificate (ASC), Wheatridge analyzed Turbine layout Option 1 that utilizes 292 1.7MW GE turbines, and Turbine layout Option 2 that utilizes 200 2.5MW GE turbines. This approach of analyzing impacts for two turbine types allows for the representation of a range of turbine technologies currently available and forecasted across all turbine vendors and their corresponding impacts in the Project. However, Wheatridge requested micro-siting flexibility within the Site Boundary in regard to the final layouts for any turbine model whose impacts are less than

or equal to these two studied layouts and their associated facilities. There would be no greater impact from the modified turbine dimensions than those that were previously analyzed. Wheatridge analyzed visual impacts for turbines with maximum blade tip height of up to 525 feet in the ASC. In addition, updated noise modeling confirms that noise impacts would be similar to those reviewed in the ASC.

As described in the Final Order on the ASC, the Council recognized the requested need for the certificate holder and wind energy developers to have flexibility to “microsite” the final location of wind turbines and related infrastructure after issuance of a site certificate, based on final turbine selection, geotechnical constraints, site-specific wind resource factors, avoidance of high-value wildlife habitat, and the desire to reduce conflict with farming practices. The site certificate conditions were developed in consideration of micrositing which allows for flexibility in turbine selection and turbine placement. The site certificate conditions that were imposed on the wind generation facility were also developed to ensure compliance with Council standards and in response to public and agency comments for the Facility. The proposed modified turbine specifications do not change any site certificate conditions nor the ability to comply with any site certificate conditions. Forcing a complex review type (Type A), similar to the ASC process, for approved micrositing with no increase in impacts undermines the site certificate and the ASC process. Therefore, Wheatridge is resubmitting an ADR in conjunction with this RFA 2 and requesting that the Department either conclude that a site certificate amendment is not required to address the modified turbine specifications, or, if a site certificate amendment is deemed necessary,¹ subjecting this RFA 2 to the Type B review process.

Although not previously reviewed by Council, energy storage as a related and supporting facility to an energy facility was submitted as part of an amendment request to the Montague Wind Project which is currently under review. Moreover, although fairly new to Oregon, energy storage has been a growing trend in the energy industry to support renewable energy for several years. Energy storage sites are not complex because of their relatively small footprint, typically between one and five acres; visual impact which is insignificant compared to wind turbines due to the low height of the enclosures (usually between 15 and 20 feet); and less noise output compared to wind turbines. In addition, Lithium-ion battery technology is not new; it is widely used in cell phone and laptop batteries. Recently, however, Lithium-ion battery technology has advanced so that it is more affordable, longer lasting, and able to be manufactured at the scale required for utility use. In general, the batteries that will be used at the energy storage site are larger versions of the well-studied Lithium-ion batteries that have been used safely in consumer electronics and vehicles since the 1990's. However, unlike these consumer uses, the batteries at the energy storage site will be restricted from the public via a fenced and secured sited, have a gas pressured deluge fire suppression system, an emergency action plan if an emergency should occur, and be operated and maintained by trained and skilled operations personnel. Because the energy storage facilities will be part of the substation sites and the site certificate conditions were written for the facility, no changes to the site certificate conditions are necessary with the addition of energy storage sites as a

¹ Sarah Stauffer Curtiss, letter to Ms. Sarah Esterson, ODOE Senior Siting Analyst, May 18, 2018

related and supporting facility. The certificate holder can still comply with all site certificate conditions. Although the certificate holder believes that no new or changed conditions are necessary, with the addition of the energy storage facility, the Council may determine that clarification of certain existing conditions is helpful as referenced in RFA 2. Therefore, the certificate holder is resubmitting an ADR in conjunction with this RFA 2 requesting concurrence that adding energy storage facilities does not trigger the need for a site certificate amendment or, if an amendment is deemed necessary, concluding that the addition of battery storage should be subject to the Type B review process.

OAR 345-027-0057(8) In determining whether a request for amendment justifies review under the type B review process described in 345-027-0051(3), the Department and the Council may consider factors including but not limited to:

OAR 345-027-0057(8)(a) The complexity of the proposed change;

The primary purpose of RFA 2 is to take advantage of technological advances, including turbine and energy storage technology. Wheatridge proposes to modify the dimensions of the turbines; there will be no increase in MW and the change will have similar or fewer impacts as what was analyzed in the ASC. RFA 2 will also propose to add energy storage systems as a related or supported facility within previously surveyed areas of the Site Boundary, adjacent to project substations. The Site Boundary (also referred to as micrositing corridor) will not be changed; therefore, there are no new areas or resources (e.g., different habitat types) to consider that were not previously evaluated. In general, the proposed changes lack complexity. Ultimately, the Facility will be constructed and operated in the same manner as approved by the Council which imposed conditions, as necessary.

OAR 345-027-0057(8)(b) The anticipated level of public interest in the proposed change;

The Council has already imposed conditions in response to past public comments during the siting process. As noted above, the proposed changes lack complexity, and will not result in any changes to the project that will affect the public. Any public interest is anticipated to largely be in support of the Project similar to the positive public interest during the ASC process.

OAR 345-027-0057(8)(c) The anticipated level of interest by reviewing agencies;

There will be no change to the previously approved Site Boundary. Reviewing agencies commented on the site certificate, which informed the development of the site certificate conditions. The certificate holder is coordinating with agencies that may be interested in the changes, such as the Department of Defense, DOGAMI, Morrow and Gilliam counties planning departments, and the Oregon Department of Aviation in advance of submittal. The certificate holder understands that the ODOE review process includes outreach to respective agencies as a matter of process, but it is anticipated that their interest will be low in comparison to other energy projects. Because the proposed changes to the Wheatridge Wind Energy Facility comply with all existing conditions, the anticipated level of interest by reviewing agencies is low.

OAR 345-027-0057(8)(d) The likelihood of significant adverse impact; and

The Council approved the use of micrositing corridors for the Wheatridge Wind Energy Facility to allow flexibility in siting of the wind generation components in order to account for geotechnical constraints and turbine procurement options during final design. Therefore, the potential for significant adverse impacts from facilities within the Site Boundary has already been reviewed. RFA 2 proposes taller turbines, but potentially fewer turbines, as well as the addition of energy storage—all within the previously approved Site Boundary. Wheatridge anticipates the requested flexibility in final turbine model selection will result in the same or fewer impacts than was previously evaluated as presented in this RFA 2. Therefore, there is little likelihood of significant adverse impact.

OAR 345-027-0057(8)(e) The type and amount of mitigation, if any.

ODOE agreed that for the reasons described above, the proposed modifications are not likely to result in new mitigation for temporary and permanent habitat impacts.

2.0 Certificate Holder Information – OAR 345-027-0060(1)(a)

OAR 345-027-0060(1) To request an amendment to the site certificate required by OAR 345-027-0050(3) and (4), the certificate holder shall submit a written preliminary request for amendment to the Department of Energy that includes the following:

OAR 345-027-0060(1)(a) The name of the facility, the name and mailing address of the certificate holder, and the name, mailing address, email address and phone number of the individual responsible for submitting the request.

2.1 Name of the Facility

Wheatridge Wind Energy Facility

2.2 Name and Mailing Address of the Certificate Holder

Jesse Marshall

Wheatridge Wind Energy, LLC

FEW/JB

700 Universe Blvd.

Juno Beach, FL 33408

2.3 Current Parent Company of Certificate Holder

Matt Handel
NextEra Energy Resources, LLC
FEW/JB
700 Universe Blvd
Juno Beach, FL 33408

2.4 Name and Mailing Address of the Individuals Responsible for Submitting the Request

Mike Pappalardo
Environmental Manager
NextEra Energy Resources, LLC
3256 Wintercreek Drive
Eugene, OR 97405
Mike.Pappalardo@nexteraenergy.com
(541) 302-1345

3.0 Detailed Description of the Proposed Change – OAR 345-027-0060(1)(b)

OAR 345-027-0060(1)(b) A detailed description of the proposed change, including:

RFA 2 proposes two changes to the Project, as discussed in the following sections.

3.1 Clarify Turbine Specifications

The certificate holder seeks EFSC approval to clarify the turbine specifications approved for use at the Project. Table 1 shows the range of turbine specifications the applicant used to determine potential impacts as part of the ASC compared to RFA 2.

Table 1. Turbine Specification Range

Specification	Prior Analysis	RFA 2
Maximum Blade Length	197 feet (60 m)	204.1 feet (62.2 m)
Maximum Hub Height	278 feet (85 m)	291.3 feet (88.6 m)
Maximum Rotor Diameter	393 feet (120 m)	416.7 feet (127 m) ¹
Total Maximum Blade Tip Height (tower hub height plus blade length)	476 feet (145 m) ²	499.7 feet (152.3 m)
Minimum Ground Clearance	83 feet (25 m)	70.5 feet (21.5 m) ³
<p>1. The maximum rotor diameter specifications provided by GE for this model include an additional 1.3 meters to account for the hub area.</p> <p>2. The ASC assumed a maximum blade tip height of 525 feet (160 meters) for the visual impact analysis. All other analyses assumed 476 feet for maximum blade tip height.</p> <p>3. Assumes an 85 meter tower with a 127 meter rotor diameter.</p>		

The Site Certificate does not restrict individual turbine generating capacity. Turbine specifications (hub height, maximum blade tip height, minimum ground clearance, rotor diameter) are dependent on the turbine model selected. The proposed turbine specification changes to the Project will allow the certificate holder to select a turbine type with specifications in the approved range, but that may require fewer turbines to generate the same maximum generating capacity, as authorized by the Site Certificate. All turbines will still be located within the approved micro-siting corridors.

3.2 Add Related and Supporting Facility

Energy storage will be included within the site boundary adjacent to project substations. Wheatridge proposes a 20 MW energy storage site in Wheatridge East and 30 MW energy storage site in Wheatridge West. Energy storage allows for energy generated from a wind facility to be stored as available, and later deployed as needed, providing greater consistency of energy supply and the opportunity to respond to market demands. The energy storage will consist of lithium(Li)-ion batteries in a building (series of modular containers may also be used) as described in more detail below:

- For building enclosure, footprint of approximately 80 feet in length by 100 feet in width (20 MW) and 190 feet in length and 100 in width (30 MW) by 15 feet tall.
- Approximately eighteen inverters with associated step up transformers, each having a combined footprint approximately 8 feet by 4 feet and power rating for 2.7 mega-volt-ampere (MVA).
- Interconnection facilities including a control house, protective device, and power transformer. The actual design of energy storage, inverters and batteries may change, but the estimated project size will not exceed 5 acres. Battery containers and inverter skids will either be placed on an engineered grade or on poured concrete foundations, depending on site conditions and Morrow and Umatilla County Building Department requirements.

Battery and inverter equipment will be electrically connected via a combination of above ground cable trays, underground conduit, and covered cable trenches. Site surfacing will remain primarily gravel.

Site Certificate Conditions imposed on the Project will apply to the energy storage site and no new conditions are needed to comply with the standards.

3.3 Effect of Proposed Changes on the Project – OAR 345-027-0060(1)(b)(A)

OAR 345-027-0060(1)(b)(A) a description of how the proposed change affects the facility,

According to the Project's Final Order (April 2017), EFSC has previously approved site certificates for wind energy facilities before the final layout has been decided, and before the actual impacts (such as habitat impacts) are known. EFSC has recognized the need for wind energy developers to have flexibility to "microsite" the final location of wind turbines and related infrastructure after issuance of a site certificate. In order to accommodate the need for flexibility, the analysis conducted to support issuance of the site certificate reflected a 'worst-case' scenario for the facility components. Based on this analysis, modifications can be made to the final location and dimensions of the wind turbines and related infrastructure while remaining within the range of impacts considered within the site certificate. Micrositing considerations include the size of the turbine selected and available for the facility, optimization of capture of the wind energy resource, geotechnical factors, and avoidance of higher-value wildlife habitat, among others. With that in mind, the proposed changes will have minimal effects on the Facility, as outlined below:

- As described in Section 1, selection of a turbine type can result in more cost-effective energy generation, and can potentially significantly reduce a generation facility's physical footprint by requiring less turbines. Regardless of the turbine type selected, the certificate holder will construct all Project turbines and the proposed energy storage structures within the previously approved micrositing corridors. In addition, visual impacts were already assessed in the ASC for turbines up to 525 feet. There will be no change to the previously approved Site Boundary or to any of the micrositing corridors.
- Wind energy is not a steady source of power. It fluctuates depending on factors such as location, weather, and time of day. Whereas the Project substation transforms voltage from low to high values to connect to the Project interconnection transmission line as part of the distribution process, energy storage can smooth out the variability of energy flow, and store excess energy when demand is low in order to release it when demand is high. Therefore, the energy storage system will support the facility's energy supply to the regional grid by stabilizing the wind energy resource to allow for better control of the Project's energy distribution in response to market and customer demands.

Overall, the proposed changes to the Project are typical to industry micrositing. The Project will be constructed and operated substantially in the same manner as previously approved by EFSC. Ultimately, the proposed changes will maximize the use of current technology to minimize impacts, while supporting renewable energy production in the region.

3.4 Applicable Laws and Council Rules – OAR 345-027-0060(1)(b)(B)

OAR 345-027-0060(1)(b)(B) a description of how the proposed change affects those resources or interests protected by applicable laws and Council standards, and

In general, the proposed changes do not affect the resources or interests protected by applicable laws and EFSC standards in a substantially different way than approved by EFSC as demonstrated in Section 6. Since the first amendment request, there has been no change to local, state, or federal law that would prohibit the changes requested in RFA 2. Compliance with applicable laws is integrated into the site certificate conditions, including conditions related to pre-construction habitat surveys, noise analysis, setback verification, the National Pollutant Discharge Elimination System 1200-C permit, consultation with the Oregon Department of Fish and Wildlife (ODFW), the Oregon Department of Geology and Mineral Industries, and the Federal Aviation Administration (FAA) 7460-1 filings, among others.

With the proposed changes, the certificate holder can comply with the site certificate conditions for the Project. Sections 4.0 and 6.0 further demonstrate how the proposed changes are consistent with EFSC's previous findings. The Site Boundary and micrositing corridors will not be changed; therefore, there are no new areas or resources that were not previously evaluated. The Project will be constructed and operated in substantially the same manner as already approved by EFSC.

3.5 Location of the Proposed Change – OAR 345-027-0060(1)(b)(C)

OAR 345-027-0060(1)(b)(C) the specific location of the proposed change, and any updated maps and/or geospatial data layers relevant to the proposed change.

A figure showing the location of energy storage sites is included as Figure 1. The two energy storage sites will be constructed adjacent to the Project substations and have a maximum permanent disturbance area within the micrositing corridors of up to 5 acres each. However, because they will be adjacent to the substations where temporary impacts are already anticipated, construction impacts from the energy storage sites will occur within the 5-acre disturbance area already analyzed and there will be no additional temporary impacts. Furthermore, because the proposed change in turbine specifications will allow Wheatridge to use fewer turbines to generate the same maximum generating capacity, permanent disturbance associated with the modified facility will be similar to or less than the disturbance presented in the ASC. Accordingly, the certificate holder anticipates that the maximum acres of permanent disturbance will be the same as outlined in the Final Order (171 acres of permanent disturbance) or less.

4.0 Division 21 Requirements - OAR 345-027-0060(1)(c)

OAR 345-027-0060(1)(c) References to any specific Division 21 information that may be required for the Department to make its findings.

4.1 OAR 345-021-0010(1)(a) – Information about the Applicant and Participating Persons

The certificate holder's information, including contact information, is included in Section 2. Wheatridge is a wholly-owned indirect subsidiary of NextEra Energy Resources, LLC (NEER). The full name and address of NEER is provided in Section 2.

No other participants are anticipated at this time, with the exception of potential third party permits that will be obtained by the construction firm selected to build the Project. Wheatridge anticipates that these third-party permits may include permits for obtaining aggregate and other construction materials, transporting materials to the site, and other building-related permits that are typically obtained immediately prior to construction activities.

4.2 OAR 345-021-0010(1)(d) – Organizational Expertise

The certificate holder is a wholly-owned, indirect subsidiary of NEER. As noted in RFA 1, NEER is headquartered in Juno Beach, Florida, and is the world's largest generator of wind and solar renewable energy. NEER is a regionally diversified company with approximately 5,000 employees dedicated to the production of approximately 19,882 MW, from 175 facilities in 29 states and Canada. With more than 9,365 wind turbines in its fleet, NEER's wind generation capacity totals more than 13,851 MW. NEER is also capable of generating more than 420 net MW of electricity from natural gas facilities, operates three nuclear power plants with a capacity of more than 2,700 MW, and operates more than 2,100 MW of solar energy. It is estimated that nearly 95 percent of the electricity produced by NEER comes from clean or renewable sources.

Along with its rate-regulated sister company, Florida Power and Light, NEER is a wholly owned subsidiary of NextEra Energy, Inc. (NYSE NEE). NEER Energy, Inc. is a Fortune 150 Company with a market capitalization of approximately 66 billion dollars. The financial strength of NEER and its parent company provides the company with the financial capital to self-finance and build up to 4 billion dollars of projects per year on its own balance sheet.

Within Oregon, NEER subsidiaries (FPL Vansycle, LLC and FPL Energy Stateline II) constructed, and now own and operate, 186 turbines, with a total peak generating capacity of 123 MW at the Stateline 1 and 2 wind energy facilities, and 43 turbines with a total peak generating capacity of 99 MW at the Stateline 3 Wind Energy Facility. FPL Vansycle, LLC and FPL Energy Stateline II were permitted through the EFSC process, and were issued a site certificate with amendments under the name Stateline Wind Project.

Through this relationship, the certificate holder's management team and the NEER family of companies have deep regional expertise, derived over years of successfully permitting and

operating hundreds of MWs of wind energy projects in the Oregon. NEER employees have deep local ties to the communities we operate in, and a solid history of understanding local economic development, permitting, environmental concerns and compliance with the various conditions stipulated within an EFSC site certificate.

This said, based on its team's vast experience and the parent company's portfolio as the largest provider of renewable energy in the world, the certificate holder will select qualified contractors, engineers, and manufacturers with experience in the wind industry. These contractors, engineers, and manufacturers will comply with the site certificate conditions adopted by EFSC.

At this point in time, the certificate holder has not selected a turbine manufacturer for the Project's wind turbines, or a specific contractor to construct the Project. The certificate holder will comply with the Organizational Expertise conditions of the site certificate, which require notification to ODOE of the identify and qualifications of the major design, engineering and construction contractor(s) for the facility.

4.3 OAR 345-021-0010(1)(e) - Required Permits

Exhibit E of the ASC identified the federal, state, and local government permits related to the siting of the Project, which were incorporated into site certificate conditions as necessary. The proposed changes do not require any new permits or any new site certificate conditions for permits that were not previously considered by EFSC.

4.4 OAR 345-021-0010(1)(f) - Materials Analysis

Construction materials for the taller turbines will be the same as those used for construction of the wind turbines that EFSC has already approved. The certificate holder anticipates that the quantities of materials will be similar or smaller. If larger turbines are selected, fewer turbines will be required to achieve the facility maximum generating output, but there may be more materials needed to construct each individual turbine because they will be larger. In general, the proposed turbine modifications will not increase the amount of solid waste and wastewater generated by the Project, and will not modify the procedures and practices used for handling these materials. The certificate holders will continue to comply with site certificate conditions related to materials and waste management.

The energy storage sites (a 30MW site and a 20MW site) will use materials previously identified in the ASC and typical to construction (i.e., steel, concrete, gravel). Quantities of these materials will be small in comparison to the quantities previously estimated for the entire facility. The energy storage sites also will use new materials consisting of the lithium-ion batteries. The following materials are anticipated depending on what type of enclosure is used for the batteries (either a building or containers):

- **Steel Containers** - The amount of steel will vary depending on the type and configuration of the energy storage system.
- **Concrete** - Foundations are assumed to require approximately 500 cubic yards of concrete.

- **Water** – Constructing the energy storage facility will require approximately 12,500 gallons of water. The water source will remain the same as previously described.
- **Gravel** - A maximum of 10 acres of the energy storage area will be graveled to a depth of 6 inches, using 5,200 tons of gravel. The gravel source will remain the same as previously described.
- **Batteries** - Lithium-ion system will require regular change out of batteries as they degrade over time at a rate depending on usage. For example, a battery that is cycled or used more often will degrade faster than one that is used less often. It is assumed that conservatively the battery will need to be replaced every 10-15 years, or 2-3 times over the life of the Facility (30 years).

For the replacement of batteries during operation, the certificate holder will follow the handling guidelines of 49 Code of Federal Regulations 173.185 – Department of Transportation Pipeline and Hazardous Material Administration related to the shipment of lithium-ion batteries. The regulations, among other thing, include requirements for the:

- Prevention of a dangerous evolution of heat;
- Prevention of short circuits;
- Prevention of damage to the terminals; and
- Prevention of contact with other batteries or conductive materials.

Licensed third party battery suppliers will be responsible for transporting batteries to and from the Project in accordance with applicable regulations, as required through their licensure. Spent batteries will be disposed at a facility permitted to handle them in compliance with applicable Resource Conservation and Recovery Act and Toxic Substances Control Act regulations administered by the U.S. Environmental Protection Agency or the Oregon Department of Environmental Quality. Adherence to the requirements and regulations (including personnel training, safe interim storage, and segregation from other potential waste streams) minimizes the potential for safety hazards related to the transport, use, or disposal of batteries.

5.0 Site Certificate Revisions – OAR 345-027-0060(1)(d)

OAR 345-027-0060(1)(d) The specific language of the site certificate, including conditions, that the certificate holder proposes to change, add or delete through the amendment.

A red-lined site certificate is included as Attachment 1. Although no changes to conditions are required, with the addition of the energy storage facility, the Council may determine that clarification of certain existing conditions is helpful as referenced in RFA 2. The applicant proposes two changes to the site certificate, as outlined below.

1. Turbines – In Section 3.1 of the site certificate, the turbine specifications analyzed will be clarified, including Table 2, Turbine Specifications used for Impact Evaluations.

2. Related and Supporting Facility – In Section 3.2 of the site certificate, energy storage will be added as a related and supporting facility.

6.0 Other Standards and Permits – OAR 345-027-0060(1)(e)

OAR 345-027-0060(1)(e) A list of the Council standards and all other laws - including statutes, rules and ordinances - applicable to the proposed change, and an analysis of whether the facility, with the proposed change, would comply with those applicable laws and Council standards. For the purpose of this rule, a law or Council standard is “applicable” if the Council would apply or consider the law or Council standard under OAR 345-027-0075(2).

EFSC standards relevant to RFA 2 include Division 22 (General Standards for Siting Facilities) and Division 24 (Specific Standards for Siting Facilities). Division 23, which applies to non-generating facilities, does not apply to wind power generating facilities. Similarly, inapplicable provisions of Division 24 (e.g., standards applicable to gas plants, gas storage, non-generating facilities) are not discussed.

The modifications proposed to the Project do not alter the certificate holder’s ability to comply with EFSC’s earlier findings in the First Amended Site Certificate. The primary purpose of RFA 2 is to take advantage of technological advances, including turbine and energy storage technology. The Site Boundary (also referred to as micrositing corridor) will not be changed; therefore, there are no new areas or resources (such as different habitat types) to consider that were not previously evaluated by EFSC. Ultimately, the Project will be constructed and operated in the same manner as previously approved by EFSC which imposed conditions, as necessary, that take into consideration micrositing needs and public and reviewing agencies comments. Table 2 identifies EFSC Standards and laws reviewed as part of RFA 2, their applicability, and the site certificate conditions that govern Project compliance for each standard.

Table 2. Standards and Laws Relevant to Proposed Amendment

Standard	Applicability & Compliance	Related Site Certificate Condition(s)
OAR 345-022-0010 Organizational Expertise	Applicable and complies. There is no proposed change to organizational expertise. The Wheatridge management team and the NEER family of companies have deep regional expertise, derived over years of successfully permitting and operating hundreds of MWS of wind energy projects in the Oregon. See section 4.1 for accompanying analysis.	GEN-OE-01: Responsibility of non-compliance GEN-OE-02: Report of site certificate violations GEN-OE-03: Report of change in corporate structure PRE-OE-01: Notification of contractor identities PRE-OE-02: Notification of construction manager PRE-OE-03: Compliance of construction workers PRE-OE-04: Notification of non-surveying activities PRE-OE-05: Proof of aggregate source and county permits PRE-OE-06: Proof of third party approvals and permits GEN-GS-01: Commencement of construction GEN-GS-02: Completion of construction

Table 2. Standards and Laws Relevant to Proposed Amendment

Standard	Applicability & Compliance	Related Site Certificate Condition(s)
		GEN-GS-03: Compliance during all phases GEN-GS-04: Permission to construct GEN-GS-05: Notification of environmental impacts GEN-GS-06: Inclusion of all representations GEN-GS-07: Vegetation restoration GEN-GS-08: Construct to prioritize human safety GEN-GS-09: Notification of foundation changes GEN-GS-10: Notification of other geological observations GEN-GS-11: Notification of new owners OPR-GS-01: Submission of legal description
OAR 345-022-0020 Structural Standard	Applicable and complies. See Section 6.1.1, which includes updated facility information regarding climate change.	GEN-SS-01: Compliance with building codes PRE-SS-01: Geological investigation reporting PRE-SS-02: Investigation of active faults PRE-SS-03: Investigation of slope instability PRE-SS-04: Investigation of loess soil
OAR 345-022-0022 Soil Protection	Applicable and complies. See Section 6.1.2. There will be two energy storage sites, but less turbines. Total maximum permanent disturbance to be the similar to or less than analyzed in ASC.	PRE-SP-01: SPCC construction plans PRE-SP-02: Restoration of agricultural soils PRE-SP-03: Septic system permitting OPR-SP-01: Prevention of erosion, soil disturbance CON-SP-01: Erosion and Sediment Control Plan (ESCP) CON-SP-02: Best management practices to be included in ESCP PRO-SP-01: Submission of operational SPCC
OAR 345-022-0030 Land Use	Applicable and complies. See Section 6.1.3. Energy storage is a related and supporting facility as part of the wind energy facility which is a conditional use in the Exclusive Farm Use zone.	GEN-LU-01: Compliance with county setbacks GEN-LU-02: County road permits and standards GEN-LU-03: Meteorological tower requirements GEN-LU-04: Usage of minimum land area GEN-LU-05: Blending with natural surroundings GEN-LU-06: Micro siting to minimum road/highway setbacks GEN-LU-07: Blending of O&M building GEN-LU-08: Best management of access roads GEN-LU-09: Notification of project infrastructure locations GEN-LU-10: Delivery of annual report PRE-LU-01: Obtain local permitting PRE-LU-02: Obtain CUP PRE-LU-03: Preparation of Weed Control Plan PRE-LU-04: Recording of a Covenant Not to Sue for Morrow County PRE-LU-05: Consultation with landowners

Table 2. Standards and Laws Relevant to Proposed Amendment

Standard	Applicability & Compliance	Related Site Certificate Condition(s)
		<p>PRE-LU-06: Identification of construction traffic concerns</p> <p>PRE-LU-07: Obtaining county zoning permits</p> <p>PRE-LU-08: Installation of gates and signs to private access roads</p> <p>PRE-LU-09: Recording of a Covenant Not to Sue for Umatilla County</p> <p>OPR-LU-01: Submission of as-built surveys for construction phases</p> <p>OPR-LU-02: Restoration of disturbed areas</p> <p>OPR-LU-03: Completion of final retirement plan</p> <p>OPR-LU-04: Preparation of Operating and Facility Maintenance Plan</p> <p>OPR-LU-05: Submission of as-built changes</p> <p>OPR-LU-06: Retirement restoration activities</p> <p>CON-LU-01: Minimization of footprint</p> <p>CON-LU-02: Installation of bird deterring devices</p> <p>CON-LU-03: Installation of underground cable system</p>
OAR 345-022-0040 Protected Areas	Applicable and complies. See Section 6.1.4. The ASC reviewed visual impacts for the project on Protected Areas for turbines up to 525 feet tall. The proposed changes do not modify EFSC's previous finding for protected areas.	N/A
OAR 345-022-0050 Retirement and Financial Assurance	Applicable and complies. See Section 6.1.5. With the proposed changes, the Certificate Holder is still able to restore the site to a useful, nonhazardous condition following permanent cessation of construction or operation of the Project.	<p>GEN-RF-01: Prevention of non-restorable site</p> <p>PRE-RF-01: Letter of credit to restore site to non-hazardous condition</p> <p>PRE-RF-02: Letter of credit naming State as payee</p> <p>RET-RF-01: Compliance with retirement plan</p> <p>RET-RF-02: Retirement of facility upon cessation of activities</p>
OAR 345-022-0060 Fish and Wildlife Habitat	Applicable and complies. See Section 6.1.6. Proposed changes will be within existing site boundary in areas surveyed for fish and wildlife habitat as documented in Exhibit P of the ASC. The Habitat Mitigation Plan will be	<p>GEN-FW-01: Speed limit requirement</p> <p>GEN-FW-02: Compliance with Avian Power Line Interaction Committee designs</p> <p>PRE-FW-01: Confirmation of habitat categories, nests via habitat survey</p> <p>PRE-FW-02: Implementation of Wildlife Monitoring and Mitigation Plan</p> <p>PRE-FW-03: Flagging of environmentally sensitive areas</p>

Table 2. Standards and Laws Relevant to Proposed Amendment

Standard	Applicability & Compliance	Related Site Certificate Condition(s)
	finalized after final design per Condition PRG-FW-04.	PRE-FW-04: Approval of Habitat Mitigation Plan PRE-FW-05: Approval of Revegetation Plan CON-FW-01: Cease of construction during mule deer winter range CON-FW-02: Buffer zones for nest sites CON-FW-03: Environmental training by professional CON-FW-04: Appointment of on-site environmental inspector
OAR 345-022-0070 Threatened and Endangered Species	Applicable and complies. See Section 6.1.7. The Project will be constructed within the approved site boundary where impacts to T&E species have already been reviewed.	PRE-TE-01: Determination of WAGS boundaries PRE-TE-02: Implementation of Wildlife Monitoring and Mitigation Plan for WAGS PRE-TE-03: Avoidance of Laurent's milkvetch impacts
OAR 345-022-0080 Scenic Resources	Applicable and complies. See Section 6.1.8. The ASC reviewed visual impacts for the project on Scenic Resources for turbines up to 525 feet. The proposed changes do not modify EFSC's previous finding for Scenic areas.	GEN-SR-01: Reduction of lighting facility visual impacts GEN-SR-02: Minimization of visual impacts
OAR 345-022-0090 Historic, Cultural and Archaeological Resources	Applicable and complies. See Section 6.1.9. Surveys were conducted for the site boundary and identified resources will be protected per conditions.	PRE-HC-01: Submission of final design PRE-HC-02: Marking of buffer areas PRE_HC-03: Training by qualified archeologist CON-HC-01: Flagging of 200ft avoidance buffer CON-HC-02: Work cease due to historical find
OAR 345-022-0100 Recreation	Applicable and complies. See Section 6.1.10. The ASC reviewed visual impacts for the project on Recreation Areas for turbines up to 525 feet. The proposed changes do not modify EFSC's previous finding for recreation areas.	N/A
OAR 345-022-0110 Public Services	Applicable and complies. See Section 6.1.11. Existing conditions apply to the Project which will include the energy storage sites.	GEN-PS-01: Coordination with solid waste handler GEN-PS-02: Installation of security measures GEN-PS-03: Fire prevention and response training PRE-PS-01: Preparation of Traffic Management Plan PRE-PS-02: Road Use Agreements with counties

Table 2. Standards and Laws Relevant to Proposed Amendment

Standard	Applicability & Compliance	Related Site Certificate Condition(s)
		<p>PRE-PS-03: Access road and private road modification approvals</p> <p>PRE-PS-04: Submission of Notice of Proposed Construction of Alteration</p> <p>PRE-PS-05: Preparation of Emergency Management Plan</p> <p>PRE-PS-06: Development of health and safety plan</p> <p>PRE-PS-07: Assurance of first aid/CPR/AED personnel</p> <p>CON-PS-01: Waste management plan protocols</p> <p>CON-PS-02: Establish on-site security</p> <p>CON-PS-03: Assurance of fall, high angle, confined space trained personnel</p> <p>CON-PS-04: Usage of concrete pads, nonflammable ground cover</p> <p>CON-PS-05: Maintenance of non-vegetated area</p> <p>PRO-PS-01: Fall protection/tower rescue training</p> <p>PRO-PS-02: Submission of site plan to fire protection officials</p> <p>PRO-PS-03: Assurance of current first aid/CPR/AED personnel</p> <p>OPR-PS-01: Discharge of wastewater</p> <p>OPR-PS-02: On-site well water usage</p> <p>OPR-PS-03: Implementation of waste management plan</p> <p>OPR-PS-04: Current contact information for personnel</p>
<p>OAR 345-022-0120 Waste Minimization</p>	<p>Applicable and complies. See Section 6.1.12. The proposed changes are not anticipated to substantially increase the amount of solid waste and wastewater generated by the Project.</p>	<p>PRE-WM-01: Minimum waste management plan requirements</p> <p>PRE-WM-02: Confirmation of no surface/ground/drinking water impacts</p> <p>CON-WM-01: Requirements of off-site soil disposal</p> <p>CON-PS-01: Construction Waste Management Plan</p>
<p>OAR 345-024-0010 Public Health and Safety Standards for Wind Energy Facilities</p>	<p>Applicable and complies. See Section 6.2.1. NEER family of companies has expertise, derived over years of successfully operating hundreds of MWs of wind energy projects.</p>	<p>GEN-WF-01: Following handling instructions</p> <p>GEN-WF-02: Notification of accidents/failures</p> <p>CON-WF-01: Installation of step-up transformers</p> <p>CON-WF-02: Maintenance of self-monitoring devices</p> <p>OPR-WF-01: Assurance of operation security fencing and gates</p> <p>PRE-PS-04: FAA and ODA aeronautical studies and determinations.</p>
<p>OAR 345-024-0015 Siting Standards for Wind Energy Facilities</p>	<p>Applicable and complies. See Section 6.2.2. The Project is being designed to reduce</p>	<p>N/A</p>

Table 2. Standards and Laws Relevant to Proposed Amendment

Standard	Applicability & Compliance	Related Site Certificate Condition(s)
	cumulative adverse environmental effects.	
OAR 345-024-0090 Transmission Lines	Not Applicable. There will be no changes to the transmission line as part of RFA 2.	GEN-GS-12: Specification of corridor
OAR 340-035-0035 Noise	Applicable. See section 6.3.1. Noise analysis is being completed as part of micrositing to minimize noise impacts. Noise exceedances are anticipated to be less based on current noise modeling done as part of micrositing.	PRE-NC-01: Final facility design noise analysis and noise waiver if applicable. CON-NC-01: Measure to reduce noise impacts during construction OPR-NC-01: NRO mode turbines operating noise level documentation. OPR-NC-02: Certificate Holder to maintain a noise complaint response system. OPR-NC-03: Certificate holder will provide a monitoring plan for noise levels in response to a noise complaint.
Removal-Fill Law	Applicable. See section 6.3.2. A removal-fill permit is not needed for the Project because the Project will not temporarily or permanently impact waters of the state.	N/A
Water Rights	Applicable. See section 6.3.3. There will be the same water volumes and sources as in the ASC.	N/A

6.1 Applicable Division 22 Standards

6.1.1 OAR 345-022-0020 Structural Standard

EFSC previously found that the Project complies with the Structural Standard. The Structural Standard generally requires EFSC to evaluate whether the applicant has adequately characterized the potential seismic, geological and soil hazards within the Site Boundary, and that the certificate holder can design, engineer and construct the Project to avoid dangers to human safety from these hazards. The certificate holder provided information regarding the seismic characteristics within the Site Boundary, as well as an assessment of seismic and geologic hazards and other requirements of the Structural Standard in Exhibit H of the ASC. In addition, as required under OAR 345-021-0010(1)(h)(B), the certificate holder has committed to conducting a site-specific pre-construction geotechnical investigation to review and assess potential seismic, geologic, and soil

hazards associated with construction of the Project. The certificate holder has also committed to modifying the Project layout and construction requirements as needed, based on the results of the site-specific geotechnical investigation.

The modified turbine specifications and energy storage sites will be in the approved micro-siting corridors (the Site Boundary); therefore, areas that were assessed in Exhibit H of the ASC still remain valid. Turbines are designed to meet International Electrotechnical Commission standards, and will be purchased from a major turbine manufacturer. The most up-to-date building and structural codes, reflecting the most up to date methodologies and definitions of the ground motions used for seismic design, will be used during the final design and construction of the Project. The increased turbine height will not impact the Project's ability to meet the required setback standards for the consideration of human safety including consideration of ice throw. In addition, as part of the ASC, 2.5 MW turbines were already assessed. Land disturbing activities associated with Project construction (e.g., crane walking, laydown yards, access roads) will be mitigated through reseeding and restoration, as per the conditions stipulated in the site certificate. Additionally, best management practices will be implemented through the National Pollutant Discharge Elimination System 1200-C permit.

From a structural perspective, the Project is also being designed to withstand non-seismic geologic hazards. As such, the Project should be able to withstand the potential for changes in climatic conditions (e.g., increased rainfall or temperature changes that could cause geological changes). Structurally, the basalt bedrock present over most of the Project Area is generally competent and free of existing landslides. No significant landslides were observed during geotechnical investigations conducted to-date, as documented in Exhibit H of the ASC. It is highly unlikely that the Project's underlying structural geology will change during the foreseeable future, and therefore, it is also unlikely that increased rainfall or temperature changes will cause significant geological changes that could impact the Project. Consequently, the risks to the environment and human safety by non-seismic geologic hazards that could be caused by potential changes in climatic conditions are generally considered to be small. In addition, Wheatridge (an indirect subsidiary of NEER who has experience in operating wind facilities in Oregon) will have an Emergency Action Plan for the Project, which will be updated annually in case an emergency event does occur.

The proposed changes do not affect the certificate holder's ability to design, engineer, and construct the Project to avoid dangers to human safety and the environment that are presented by seismic hazards affecting the Project Area. EFSC adopted site certificate conditions to address the potential for seismic and non-seismic geologic hazards at the Project, as listed in Table 2. The proposed changes do not change the Project's compliance with OAR 345-022-0020 or any conditions in the site certificate. Therefore, EFSC may rely on its previous findings that this amendment request also complies with OAR 345-022-0020.

6.1.2 OAR 345-022-0022 Soil Protection

EFSC previously found that the Project complies with the Soil Protection Standard. The Soil Protection Standard requires EFSC to find that, after taking mitigation into account, the design, construction, and operation of a facility will not likely result in a significant adverse impact to soils. The certificate holder's assessment of potential soil impacts and compliance with the Soil Protection Standard were included in Exhibit I of the ASC. RFA 2 makes no changes that alter the basis for EFSC's earlier findings.

The number of turbines used to construct the Project is anticipated to decrease from the maximum number of turbines approved in the site certificate through approval of this request. Exhibit C of the ASC identified that the maximum impact development scenario will result in approximately 1,194 acres of temporary disturbance and approximately 171 acres of permanent disturbance for 1.7 MW turbines. The energy storage sites will add, at maximum, a total of 10 acres of permanent disturbance. However, use of fewer, larger turbines may result in a reduction in the permanent disturbance area associated with the turbines. Therefore, the permanent disturbance area for the Project is anticipated to remain similar to or less than the impacts identified in Exhibit C of the ASC. Additionally, the certificate holder does not expect for there to be additional temporary impacts caused by RFA 2, because the energy storage sites are anticipated to be adjacent to the substation, and their temporary impacts will be contained within the temporary disturbance area for the substation.

For the energy storage, the certificate holder will follow the handling guidelines of 49 Code of Federal Regulations 173.185 – Department of Transportation Pipeline and Hazardous Material Administration related to the shipment of lithium-ion batteries. The regulations include the following requirements, among others:

- Prevention of a dangerous evolution of heat;
- Prevention of short circuits;
- Prevention of damage to the terminals; and
- Prevention of contact with other batteries or conductive materials.

Third party energy suppliers will be responsible for transporting batteries to and from the Project in accordance with applicable regulations, as required through their licensure. In general, adherence to the requirements and regulations will minimize the potential for impacts to soil related to transport, use, or disposal of batteries.

The certificate holder will implement erosion control measures presented in Exhibit I of the ASC. In addition, the certificate holder will comply with the existing conditions for soil protection, as identified in Table 2. The proposed changes do not change the Project's compliance with OAR 345-022-0020 or any conditions in the site certificate. Therefore, EFSC may rely on its prior findings, and conclude that RFA 2 also complies with OAR 345-022-0022.

6.1.3 OAR 345-022-0030 Land Use

EFSC previously concluded that the Project complied with the Land Use Standard. Under OAR 345-021-0010(1)(k), an applicant must elect to address EFSC's Land Use standard by obtaining local land use approvals under Oregon Revised Statutes (ORS) 469.504(1)(a), or by obtaining an EFSC determination under ORS 469.504(1)(b). As stated in the ASC, the certificate holder elected to have EFSC make the land use determination under ORS 469.504(1)(b) and OAR 345-022-0030(2)(b) for the Project.

The proposed changes in turbine specifications do not affect EFSC's previous findings of compliance with the Land Use Standard because the amendment is anticipated to result in fewer turbines overall, the turbines will be constructed within the previously approved micrositing corridors, and the Project must still comply with Land Use Conditions previously imposed on the Project, as listed in Table 2.

The energy storage system is a related or supporting facility under OAR 345-001-0010(51) because it "...would not be built but for the construction and operation of the Facility." Similarly, under OAR 660-033-0130(37), it is an "other necessary appurtenance" to the wind power generation facility. Morrow County Zoning Code (MCZO) 3.010(K)(2) has the same definition of a what a wind power generation facility includes as OAR 660-033-0130(37) does. Energy storage supports the Project by providing an energy distribution function, like a substation provides an energy wattage conversion for distribution function. Therefore, the energy storage system is a necessary appurtenance to the Project.

In the Final Order of the ASC, EFSC found that the Project is a commercial utility facility for the purpose of generating power for public use by sale, pursuant to the MCZO, that is subject to the conditional use requirements of MCZO Article 6. EFSC further found that the Project is a wind power generation facility pursuant to OAR 660-033-0120, and that the conditional use standards at OAR 660-033-0130(37) apply instead of the acreage limitations in MCZO 3.010(15)(D), which would have required a Goal 3 exception for the Project. Similarly, in Umatilla County, all components of the Project and its related or supporting facilities (including energy storage) qualify as a "wind power generation facility," which is a type of "commercial utility facility for the purpose of generating power for public use by sale" allowed as a conditional use under Umatilla County Development Code (UCDO) 152.060(F).

The Exclusive Farm Use Dimensional Standards relate to parcel size, the creation of new parcels, and the siting of dwellings within big game habitat, none of which apply to the Project. As noted in the Final Order of the ASC, Morrow County requested setback requirements for the Project. Specifically, Morrow County requested that all turbines be placed a distance of at least 110 percent of turbine height from the Site Boundary to protect property owners located outside of the Site Boundary. Morrow County further requested that within the Site Boundary, wind turbines be placed at least 100 feet from property boundaries. The certificate holder represented that it will adhere to a 100-foot setback from the tower base to internal participant property boundaries to the greatest extent practicable, but that strict compliance may not be feasible due to owner restrictions

or physical and environmental factors. With the proposed changes for RFA 2, the certificate holder can still meet all conditions requested by Morrow County that are included in the site certificate.

In Umatilla County, UDCO 152.616(HHH)(6) provides the standards of approval for a wind power generation facility. The standards were addressed in Exhibit K of the ASC. Land Use Conditions were recommended in Exhibit K and incorporated into the site certificate. The standards include minimum setbacks of 110 percent of the overall tower-to-blade tip height from the boundary right-of-way of county roads and state and interstate highways within Umatilla County. With the proposed changes from RFA 2, the certificate holder can still meet all conditions that implement the UDCO.

In Exhibit K of the ASC, the certificate holder identified and described surrounding lands devoted to farm use. The certificate holder explained in Attachment K-1 and the associated figures that the majority of the land within the analysis area is devoted to dryland winter wheat farming or irrigated agriculture. The certificate holder also explained that some cattle grazing occurs in limited areas in and around the analysis area.

The certificate holder provided a detailed description of the accepted farming practices that occur on the surrounding lands that are devoted to farm use in Attachment K-1. Specifically, Attachment K-1 describes the planting cycles for winter wheat, the field preparation techniques, common farming equipment, aerial spraying by aircraft, irrigation techniques in the small areas of irrigated agriculture, and access issues. The certificate holder demonstrated that the Project will not force a significant change in accepted farm practices, nor will it significantly increase the cost of farm practices. To support that position, the applicant provided the following:

- Facility components and temporary construction laydown and staging areas will be sited to minimize disturbance to farming operations. Land permanently lost to farm use due to siting of permanent Project improvements is a *de minimis* percentage of the total farm use land in Morrow County; therefore the inability to use the land for farm purposes is not significant.
- Project Site Access Roads and other facilities will be constructed and maintained by Wheatridge, such that the cost burden for maintenance does not fall upon the farm or ranch owners.
- Private access roads improved or developed for the Project will benefit agricultural users of the land through improved access to farm fields and resulting lower fuel costs.
- As part of the lease agreements, each landowner must approve the site plan for facilities located on his lands; this mechanism assures that Project facilities would not be considered disruptive to the practices of each landowner.
- Wheatridge will implement a weed control plan consistent with the Morrow and Umatilla County Weed Control Ordinance, which will reduce the risk of weed infestation in cultivated land and the associated cost to the farmer for weed control.

- Wheatridge will record a covenant not to sue against its Project leasehold interests with regard to generally accepted farming practices on adjacent farmland.
- Wheatridge will consult with area landowners during construction and operation of the facility to determine further measures to reduce or avoid any adverse impacts to farm practices on surrounding lands and to avoid any increase in farming costs.
- To avoid or reduce adverse impacts to soil quality, Wheatridge will implement dust control and erosion-control measures during construction and operation of the facility (see Exhibit I). To the extent practicable, Wheatridge proposes to reduce impact to soils by using areas that are already disturbed and limiting the area of new disturbance.

The certificate holder provided a detailed evaluation of the four areas of concern identified by pilots that conduct aerial spraying around wind turbines in ASC Exhibit K Attachment K-1 and explained why Wheatridge has confirmed that no landowners in the Project Area utilize aerial spraying of pesticides or fertilizers; the Project would not affect the application of pesticides or fertilizers using ground-based methods. As noted in the Final Order and in ASC Exhibit K, the certificate holder explained that the presence of wind turbines can increase both the difficulty and the risk of aerial spraying in the vicinity of a wind farm. However, the certificate holder explained that wind turbines represent a minimal change in the flightpath, because spray pilots commonly fly at very low altitudes, navigating around terrain, trees, utility poles, transmission lines, farm structures, and other obstacles. Therefore, because spray pilots drop down as low as 8 feet above the ground to spray, anything 8 feet and taller will require the spray pilot to maneuver around it. A letter from Gar Aviation expressing that the presence of wind facilities has not impacted their ability to provide aerial application services, or resulted in a change in its pricing, was included in ASC Exhibit K, Attachment K-3.

Although the energy storage sites will be a new permanent impact, they will be sited adjacent to the substations, not in the middle of agricultural fields and will not cause agricultural field fragmentation or impacts on farm equipment maneuverability. Disruption to farming practices and operations will be minimized by following the measures described above, those included as conditions in the site certificate (Table 2), and through continuing coordination of Project construction and operation with each landowner. Ultimately, the Project supports continued agricultural operations while simultaneously using the land for renewable energy generation. For these reasons, EFSC may rely on its earlier findings that the Project will not force a significant change in accepted farming practices and that RFA 2 still complies with the Land Use Standard.

6.1.4 OAR 345-022-0040 Protected Areas

The Protected Areas Standard requires EFSC to find that, taking into account mitigation, that the design, construction and operation of a facility are not likely to result in significant adverse impacts to any protected area as defined by OAR 345-022-0040. There are 16 defined protected areas within the analysis area.

The Lindsay Prairie Preserve, a site managed to protect native grassland and wildlife habitat, is the closest protected area within the analysis area to Project construction activities. The protected area is fenced, the access road is gated, and it is not known for public use. The closest portion of the Project to the Lindsay Prairie Preserve is less than 1 mile west of the Site Boundary. All other protected areas are located 2 miles or more from the Site Boundary.

As noted in Exhibit L of the ASC, during construction, the applicant estimates that the Lindsay Prairie Preserve could experience peak noise levels of approximately 55 A-weighted decibels (dBA). The peak noise levels will be short-term and temporary and will not exceed a period of four weeks. Construction noises as for the proposed changes are anticipated to be the same as reviewed in the ASC. Also, as explained in Exhibit L, during operation of the Project, the worst-case modeled noise level at the Lindsay Prairie Preserve will be approximately 36 to 54 dBA. The certificate holder has been conducting noise modeling for potential turbines and reviewing potential noise impacts from energy storage. The worst-case modeled noise level is the same as previously asserted in the ASC. Although audible the noise levels of 36 to 54 dBA, would not be expected to interfere with the primary purpose (native grassland and wildlife habitat preservation) of the Lindsay Prairie Preserve. Based upon the information provided, EFSC can find that, due to noise attenuation, all other protected areas, which are located at distances of more than 2 miles from the Site Boundary, would not be expected to experience noise impacts greater than existing background noise levels. Therefore, protected areas will not experience significant, adverse noise impacts from Project operation.

For the proposed changes, potential traffic impacts during facility construction and operation of the Project will be similar to what was assessed as part of the ASC. EFSC previously found that potential traffic impacts during facility construction will be intermittent and temporary, and traffic levels will return to normal following construction. EFSC also found that based on the minimal number of operational trips, the increase in traffic from operations will not be likely to have any impact on protected areas, including access points to protected areas.

There are no substantial changes to water use and wastewater disposal as part of the proposed changes. Therefore, EFSC can find that water use and disposal during construction and operation of the Project will not likely result in a significant adverse impact to water quality or quantity within any protected area.

For Exhibit L of the ASC, the certificate holder conducted a zone of visual influence (ZVI) analysis, or visibility analysis, of the Project using Environmental Systems Research Institute ArcGIS software and digital bare earth modeling to identify areas from which proposed facility structures 1 (i.e. turbines) might be visible. The ZVI was completed for turbines up to 525 feet. RFA2 proposes a modified maximum turbine blade tip height of 500.5 499.7 feet, which is within the range of turbine heights analyzed for visual impacts in the ASC. In addition, the energy storage structures will be only 20 feet high, co-located with the substations, and finished with neutral colors to blend with the surrounding landscape. Therefore, the ZVI completed for the ASC and reviewed by ODOE, covers the proposed new turbine specifications.

The results of the ZVI analysis from Exhibit L of the ASC indicated that one or more facility components will be visible or partially visible from all 16 protected areas within the analysis area. However, as explained in Exhibit L of the ASC, the visual impacts are considered to be negligible for most protected areas, primarily due to their distance of 9 to 20 miles from the Site Boundary, as well as from the intervening topography. In addition, many of the protected areas currently have views of other wind farms, transmission lines, and urban and industrial development; therefore, the Project will not introduce a new or unusual feature to the view. Potential views of the Project from some of the protected areas will be partially to fully screened by vegetation.

EFSC previously found that while Project components will result in a change to the existing viewshed of the protected areas, due to the low impact to users, no specified management of scenic or visual qualities (or designated views or viewsheds), and presence of similar structures within the existing viewshed, the visual impacts of construction and operation of the Project will not likely result in a significant adverse impact to any protected area. The proposed modifications do not alter the basis for the Council's prior findings that the Project is in compliance with the Protected Areas Standard.

6.1.5 OAR 345-022-0050 Retirement and Financial Assurance

EFSC previously found that the certificate holder is able to restore the site to a useful, nonhazardous condition following permanent cessation of construction or operation of the Project, and that they have demonstrated a reasonable likelihood of obtaining a bond or letter of credit as part of RFA 1. As a supplement to RFA 1, the certificate holder submitted a letter dated June 8, 2017, from Wells Fargo Bank, N.A. (the Bank), which stated that the Bank "has an ongoing relationship with NEER and there is a reasonable likelihood that we [Wells Fargo] will provide a letter of credit for this project should it be required." The Bank letter also indicates their "understanding that the potential liability of the letter of credit could total an amount of up to eighteen million one hundred thousand dollars (18,100,000)."

The Project is still in the design phase, and EFSC previously imposed two conditions to ensure the certificate holder could meet its financial assurance obligations and ensure the adequacy of the bond or letter once design has been finalized and prior to construction. To comply with Condition PRE-RF-02, before beginning construction the certificate holder will provide an updated financial retirement analysis as part of pre-construction compliance. To comply with Condition PRE-RF-01, the certificate holder will also submit a bond or letter of credit sufficient to ensure restoration of the site to a useful, nonhazardous condition. Although two energy storage sites will be added to the Project, retirement of the energy storage sites is estimated to cost approximately \$4,000 per MW or \$200,000. This represents a little more than 1% of the \$18,100,000 previously identified to retire the Project. Therefore, it is expected that when retirement cost is estimated based on final design data, the total retirement cost will be similar to or less than the amount previously identified.

Because there are existing conditions requiring recalculation of the retirement cost and confirmation of adequate bonding after final design, and the amount is anticipated to be similar to or less than the previously identified amount, there is no reason to submit an updated letter

regarding the retirement amount or an updated letter from the Bank. Accordingly, RFA 2 makes no changes that alter the basis for EFSC's earlier findings; therefore, EFSC may find that OAR 345-022-0050 is met.

6.1.6 OAR 345-022-0060 Fish and Wildlife Habitat

As noted in the Final Order on the site certificate, EFSC's Fish and Wildlife Habitat Standard requires EFSC to find that the design, construction, and operation of a facility is consistent with ODFW's habitat mitigation goals and standards, as set forth in OAR 635-415-0025. This rule creates requirements for mitigating impacts to fish and wildlife habitat, based on the functional quantity and quality of the habitat impacted, as well as the nature, extent, and duration of the impact. The proposed changes in RFA 2 are all within the Site Boundary where habitat has been previously characterized.

The exact location of the turbines is still unknown; therefore, the applicant has requested approval of micrositing corridors for turbine placement, which is allowed under EFSC's rules. RFA 2 also includes the addition of two energy storage sites located within the micrositing corridors outside of Class 1 habits, most likely in Class 6 habitat. In order to mitigate for impacts to wildlife habitat, the certificate holder will implement a Habitat Mitigation Plan after final design and final habitat impacts can be calculated. The pre-construction survey results will inform the Habitat Mitigation Plan and confirm that appropriate mitigation is provided (Table 2). The finalization of the Habitat Mitigation Plan prior to construction will include confirmation of habitat categories in consultation with ODFW (and subject to approval by ODOE), and a final mathematical calculation of impact acreages to determine the habitat mitigation acreage based upon an approved calculation methodology (see Table 2 for associated conditions).

Turbines with longer blades and taller hub heights than previous models theoretically could pose increased collision risk to birds and bats, but as discussed below, these relationships have not been consistently demonstrated. Turbines with longer blades have a corresponding larger rotor-swept area, and the requested change to lengthen the proposed maximum blade length from 197 feet (60 meters) to 204 feet (62.2 meters) will increase the overall rotor swept area, or collision risk area, for each turbine by 7.2 percent (Table 3). Similarly, the requested change for a taller maximum blade tip height may cause the rotor-swept area to overlap with flight heights of migrating birds that were previously above shorter turbine models, leading to increased collision risk. Barclay et al. (2007) compared avian fatality data at wind farms using a range of turbine nameplate capacities from 0.04 to 1.8 MW, hub heights ranging from 79 feet (24 meters) to 308 feet (94 meters), and rotor diameters ranging from 49 feet (15 meters) to 262 feet (80 meters). Barclay et al. (2007) concluded that avian fatality rates were not affected by variation in any of these turbine dimensions, stating "it might be expected that as rotor-swept area increased, more animals would be killed per turbine, but our analyses indicate that this is not the case." Although it is reasonable to assume that the conclusions of Barclay et al. (2007) regarding hub height would apply to the Facility given that the maximum tower heights fall with the size ranges that they evaluated, more caution must be taken regarding the conclusion about rotor diameter size because the maximum

proposed rotor diameters (416.7 feet [127 m]) are substantially larger than those analyzed (maximum of 80 m). More recent meta-analyses have produced contrasting results, with a review by Loss et al. 2013 revealing increased avian mortality with hub height, whereas Erickson et al. 2014 found no linear correlation between hub height and estimated avian fatality rates. Therefore, there remains uncertainty as to whether or not the proposed turbine model changes may result in increased avian collision risk. Nonetheless, assuming that longer blades and taller hub heights correspond with greater energy production, it is expected that avian fatality rates will decrease with increased energy production capacity, a pattern demonstrated by Smallwood (2013).

Another result of increasing blade length is often decreased blade clearance (i.e., the distance from the ground to the bottom of the rotor-swept area). Decreased blade clearance theoretically could lead to greater collision risk of low-flying avian species that would have passed below the blade clearance of previous turbine models. Although pre-construction data on avian use is available at the Facility (see Exhibit P of the ASC), the proportion of avian flights within a given rotor-swept area is a poor predictor of post-construction mortality (Ferrer et al. 2012). Given the relatively small (3-7 percent) increases to the proposed maximum blade length and tower height and relatively small decrease (15 percent; Table 3) in ground clearance, it is expected that any differences in avian impacts as a results of turbine model changes may be undetectable. Any potential increases to impacts on a per-turbine bases are likely to correspond to decreases in impacts when measured on a per-MW basis as has been demonstrated at several repower studies (e.g., Hjernquist 2014 as cited in Rydell at al. 2017, Brown et al. 2013). Furthermore, EFSC has already approved a similar reduction in minimum blade tip clearance at the nearby Montague Wind Project (Amendment 3). Wheatridge will complete post-construction fatality monitoring, in coordination with ODFW, using search plots scaled to the turbine size, and will implement additional mitigation if fatality rates exceed the thresholds of concern for a species group (see Attachment D of the Final Order of the First Amended Site Certificate, Wildlife Monitoring and Mitigation Plan).

The same changes to turbines specifications that theoretically could increase collision risk to birds could also theoretically could increase collision risk to bats. The analysis by Barclay et al. 2007 found that bat fatalities increased exponentially with increased hub height. In contrast, a recent meta-analysis by Zimmerling et al. 2016 found no relationship between bat mortality rates and height of wind turbines, with the caveat that there was relatively little variation in the maximum blade tip height of wind turbines within the available data (range of 384 feet [117 meters] to 446 feet [136 meters]). Flight altitudes of migratory bats are poorly known, especially for the migratory, tree-roosting bats that appear more prone to collisions with wind turbines (Reynolds, 2006). Migratory bats have been documented at heights ranging from 46 to 2,448 meters above ground level (Allen 1939, Altringham 1996, Peurach 2003), which is within and above the rotor-swept area originally evaluated and approved for the Project turbines as well as the proposed turbine specifications. Additionally, hoary bats and silver-haired bats are the two bat species that have been found most frequently as fatalities at operational wind projects near the Facility (Johnson and Erickson 2011), particularly during their migratory periods. Therefore, it is reasonable to assume that their flight heights overlap with the rotor-swept areas of existing facilities, and that fatalities of

these species will also occur at the Facility. Whether or not bats fly between 71 feet [22 meters] and 83 feet [25 meters] above ground level in the vicinity of the Facility is not known; therefore, there remains uncertainty as to whether or not the reduced blade clearance of the turbine specification clarifications will change the predicted impacts to bats from that originally analyzed. Nonetheless, given the relatively small changes to the specifications of the proposed turbines it is expected that any differences in bat impacts as a result of the proposed turbine model changes may be undetectable, particularly given the relatively low bat fatality rates at wind facilities in the region of the Facility (Great Basin/Southwest Open Range-Desert; Hein et al. 2013). The Wildlife Monitoring and Mitigation Plan includes provisions for monitoring bat fatalities, and if established thresholds are exceeded, then considerations for additional mitigation are triggered. Any additional measures will be developed in consultation with ODFW.

Table 3. Existing and Proposed Turbine Specification and Percent Change

Specification	Previous Maximum Analyzed	New Maximum Analyzed ¹	Percent Change in Maximum
Number of Turbines	292	292	TBD
Blade Length	197 feet (60 m)	204.1 feet (62.2 m)	+3.6
Hub Height	278 feet (85 m)	291.3 feet (88.6 m)	+6.2
Rotor Diameter (Rotor Swept Height)	393 feet (120 m)	416.7 feet (127 m)	+6.0
Rotor-swept Area	121,922 square feet (11,327 square m)	130,741 square feet (12,146 square m)	+7.2
Maximum Blade Tip Height	476 feet (145 m) ²	499.7 feet (152.3 m)	+5.1
Blade Clearance	83 feet (25 m)	70.5 feet (21.5) ³	-15.0

1. The proposed maximums do not represent one model, but the worst-case dimension scenario for turbine models being analyzed.
 2. The maximum blade tip height analyzed for visual impacts in the ASC was 525 feet.
 3. This is the minimum ground clearance based on turbine models being analyzed.

Therefore, the proposed changes do not affect the certificate holder’s ability to comply with any of the other previously imposed site conditions for fish and wildlife habitat, as identified in Table 2, and EFSC can find the Fish and Wildlife Habitat Standard is met.

6.1.7 OAR 345-022-0070 Threatened and Endangered Species

The exact location of the turbines is unknown; therefore, the applicant has requested approval of micrositing corridors for turbine placement, which is allowed under EFSC’s rules. There will also be the addition of two energy storage sites to be located in the micrositing corridors, most likely Class 6 habitat, but not in Class 1 habitat. The certificate holders’ assessment of the Project’s compliance with the Threatened and Endangered Species Standard was included as Exhibit Q of the ASC and included surveys for threatened and endangered species in the site boundary. As described in Exhibit Q, the certificate holder proposed a number of mitigation measures to reduce the potential

impact to the Washington ground squirrel and its habitat. These measures include siting the Project on developed habitat when possible, particularly dryland wheat fields, conducting pre-construction surveys to confirm and avoid Category 1 habitat during micro-siting and construction (Condition PRE-FW-01), and implementing a Wildlife Monitoring and Mitigation Plan (Condition PRE-FW-02). Additionally, the certificate holder committed to avoiding known populations of Laurent's milkvetch. Because the proposed changes will be in the site boundary and subject to compliance with the applicable site certificate conditions as identified in Table 2, EFSC can find that the Project, with the proposed changes from RFA 2, complies with EFSC's Threatened and Endangered Species Standard.

6.1.8 OAR 345-022-0080 Scenic Resources

OAR 345-022-0080 requires EFSC to determine that the design, construction, and operation of the proposed Project will not have a "significant adverse impact" to any significant or important scenic resources and values in the analysis area. The applicant provided evidence regarding potential impacts to scenic resources in Exhibit R of the ASC.

Based on the certificate holder's review of applicable land use plans, there are no significant or important scenic resources within the analysis area. However, the certificate holder completed a visual impact assessment within the analysis area to evaluate potential visual impacts related to the change in existing visual character that would result from operation of the Project. In Exhibit R of the ASC, the certificate holder described four key observation points (KOPs) selected for the evaluation of visual impacts, and completed visual simulations of proposed Project components for the KOPs. The certificate holder also conducted a ZVI analysis for turbines up to 525 feet tall using Environmental Systems Research Institute ArcGIS software to identify jurisdictions where the Project will be visible. The results of the visual impact analysis identified that Project components will have low to moderate visibility at the selected KOP locations. This same finding can be applied to the proposed turbine heights of up to 499.7 feet. However, as previously determined, because there is no management direction for preservation of views or scenic quality at any of the KOP locations, taking into account the previously imposed site certificate conditions, EFSC can find that the Project complies with EFSC's Scenic Resources Standard.

6.1.9 OAR 345-022-0090 Historical, Cultural and Archaeological Resources

The certificate holder provided information regarding historic, cultural, and archaeological resources for the analysis area (all areas within the Site Boundary) in Exhibit S of the ASC. The certificate holder contracted with the Cultural Resources Protection Program of the Confederated Tribes of the Umatilla Indian Reservation (CTUIR-CRPP) to conduct archaeological field and desktop surveys for the entire 13,097 acres within the Site Boundary. Archaeological field investigations were conducted in accordance with SHPO's Guidelines for Conducting Field Archaeology in Oregon (SHPO 2007). The desktop survey revealed four previously recorded archeological sites within 1 mile of the Site Boundary, but none actually within the Site Boundary. However, the pedestrian field surveys recorded 21 archeological sites and isolated finds within the

Site Boundary. Of these archaeological sites and isolated finds, eight were historic, seven were pre-contact, and six were other isolated finds. CTUIR-CRPP recommended that seven of the 21 historic sites and isolated finds could be potentially eligible for inclusion on the National Register of Historic Places (NRHP). Based on the findings, and in accordance with OAR 345-022-0090(2), EFSC imposed five conditions (see Table 2) in the site certificate to address the protection of historic, cultural, and archaeological resources at the Project during micrositing. The Project, including the energy storage sites, have been designed to avoid impacts to all known archeological, historic, and cultural resources deemed eligible or potentially eligible for NRHP listing. In a comment letter for the ASC, SHPO confirmed receipt of the Project's archeological investigation report, concurred with the eligibility recommendations provided in the report, and confirmed that the Project, with implementation of appropriate avoidance measures, will not likely have an effect on any significant archeological objects or sites. The modifications proposed in RFA 2 do not alter the basis for EFSC's prior finding that the standard for historic, cultural, and archaeological resources has been met.

6.1.10 OAR 345-022-0100 Recreation

The Recreation Standard requires EFSC to find that the design, construction, and operation of a facility will not likely result in significant, adverse impacts to important recreational opportunities. Therefore, EFSC's Recreation Standard applies to only those recreation areas that EFSC deems important. The certificate holder provided evidence about potential impacts to recreation opportunities that they determined to be important in Exhibit T of the ASC. The certificate holder identified recreation opportunities within the analysis area, and concluded, based on its evaluation of the criteria outlined in OAR 345-022-0100, that six recreation opportunities should be considered important. The Project, which is located entirely on private property, will not be located on or within any of the identified important recreational opportunities. Therefore, EFSC previously found that the Project will not result in direct loss of any of the recreational opportunities identified as important. The changes proposed in RFA 2 do not alter the basis of this finding.

The recreational opportunities closest to the Project Site Boundary are not designated noise-sensitive receptors. Therefore, there are no applicable noise requirements contained in the Oregon Department of Environmental Quality noise regulations addressed at OAR Chapter 340, Division 25. The closest recreational opportunity identified as important is the Oregon Trail Well Spring Interpretive Site, located approximately 1.2 miles from the Site Boundary. Noise generated during construction of the Project will be short-term and intermittent. Operational noise levels at the closest recreation opportunities will be similar to or less than the levels described in Exhibit L of the ASC.

The proposed changes will not alter traffic impacts from what was reviewed as part of the ASC. The certificate holder concluded that the volume of construction traffic on roads also used to access the Oregon Trail Well Spring Interpretive Site and Echo Meadows/Oregon Trail Area of Critical Environmental Concern will be unlikely to materially affect the operation of this intersection because of low volume. The certificate holder will work with ODOT and the counties to provide any necessary traffic controls (see Table 2 for associated conditions). In addition, as presented in

Exhibit U, construction of the Project will not cause an appreciable reduction in Level of Service on any roads in the area. During operation of the Project, 10 to 20 staff will be employed thus generating a small number of vehicle trips on a roadway system with low traffic volumes. There is no expected change in the number of employees as part of the proposed changes. Therefore, expected traffic impacts to important recreation opportunities in the analysis area during operation of the Project will be minimal.

The certificate holder determined that some portions of the Project will be visible from four of the six important recreation opportunities: Oregon National Historic Trail, Well Spring Interpretive Site, Echo Meadows/Oregon Trail Area of Critical Environmental Concern, and Blue Mountain Scenic Byway. For the visual analysis completed for the ASC, the potential visibility of turbines was based on an assumed 110 percent maximum blade tip height ranging from 474 to 525 feet, depending on the turbine model option selected. Because the visual analysis was based on height ranging up to 525 feet and the proposed turbines are only 499.7 feet, the potential visual impacts from the Project at the four recreational opportunities have already been evaluated by EFSC. In addition, the energy storage site will be only 20 feet high and located in the center of the Project, which is more than 1.2 miles from the recreational areas. Therefore, there won't be any visual impacts from the energy storage sites on important recreational sites.

EFSC can find that the design, construction, and operation of the Project with the proposed changes is not likely to result in a significant, adverse impact to any important recreational opportunities in the analysis area, and therefore the Project complies with EFSC's Recreation Standard.

6.1.11 OAR 345-022-0110 Public Services

EFSC's Public Services Standard requires the identification of likely, significant, adverse impacts caused by the Project on the ability of public and private service providers to supply sewer and sewage treatment, water, stormwater drainage, solid waste management, housing, traffic safety, police and fire protection, health care, and schools. The certificate holder addressed the impacts to public services in Exhibit U of the ASC, and EFSC imposed 22 conditions (see Table 2). The modification to turbine size does not affect any aspect of the analysis conducted to support issuance of the site certificate. The addition of an energy storage system adds an additional aspect to the analysis for fire protection but existing site certificate conditions are sufficient to be meet the Public Services standard as described below. In addition, the batteries at the energy storage site will be restricted from the public via a fenced and secured sited, have a gas pressured deluge fire suppression system, an emergency action plan if an emergency should occur, and be operated and maintained by trained and skilled operations personnel.

The lithium-ion battery system will be kept in a temperature-controlled facility with individual battery modules isolated to prevent the spread of fire if it were to occur. The energy storage system will incorporate a gas pressured deluge fire suppression system, as designed by the battery manufacturer. In addition, the following measures will be implemented for lithium-ion battery systems to minimize fire and safety risks:

- The battery systems will be stored in completely contained, leak-proof modules.
- O&M staff will conduct frequent (monthly) inspections of the battery systems according to the manufacturer's recommendations.
- Battery storage and fire protection systems will comply with applicable standards specified by Morrow and Umatilla County building departments through the permitting process which will include the 2014 Oregon Structural Specialty Code et. seq., as documented through the facility's building permit application(s).
- An emergency management plan will also be developed with response procedures in the event of an emergency, such as a fire (see Condition PRE-PS-05 and PRO-PS-02).

Transportation of lithium-ion batteries is subject to 49 Code of Federal Regulations 173.185 – Department of Transportation Pipeline and Hazardous Material Administration. The regulations include requirements for prevention of a dangerous evolution of heat, prevention of short circuits, prevention of damage to the terminals, and require that no battery come in contact with other batteries or conductive materials.

Impacts on public services from construction of the energy storage systems will not directly affect public services during construction and operation of the Project. The energy storage systems will be constructed within the Site Boundary. In addition, construction, operation and maintenance, and retirement of energy storage does not alter the need for public services, as identified in Exhibit U of the ASC. Therefore, it is not likely to result in significant, adverse impacts within the analysis area for public service providers.

The proposed changes do not affect EFSC's previous findings on public services and the certificate holder can comply with all 22 site certificate conditions previously adopted by the Council for the Project.

6.1.12 OAR 345-022-0120 Waste Minimization

The applicant provided information about waste minimization in Exhibits G and V of the ASC. Exhibit V includes the applicant's plans for solid waste and wastewater management during construction and operation of the Project. Exhibit G includes additional information about management of potentially hazardous materials. Construction of the modified turbine types and quantities will generally be the same as previously reviewed by EFSC. Construction of the energy storage system will generate similar types of waste as the turbines and substation components: concrete waste from construction of concrete pads for container and inverter support, erosion control materials, and packaging materials. Therefore, no new types of solid waste will be generated from the construction of additional Facility components proposed under RFA 2. However, during operations, the energy storage system may generate incidental waste from repair or replacement of electrical equipment and periodic replacement of the batteries. Lithium-ion batteries are expected to last between 10 and 15 years. The certificate holder anticipates a 10-year replacement cycle to be conservative.

Self-contained battery components will be removed and disposed of or recycled by a qualified vendor as needed to keep the facility operational. The proposed changes do not affect EFSC findings on waste minimization because the Conditions (see Table 2) imposed are written broadly enough to address the proposed inclusion of an energy storage facility. Specifically, Condition PRE-WM-01 requires segregating all hazardous and universal, non-recyclable wastes for disposal by a licensed firm specializing in the proper recycling or disposal of hazardous and universal wastes. Therefore, the proposed changes do not affect EFSC's previous findings on waste minimization.

6.2 Applicable Division 24 Standards

6.2.1 OAR 345-024-0010 Public Health and Safety Standards for Wind Energy Facilities

EFSC previously found that the Project complies with the Public Health and Safety Standards for Wind Energy Facilities. The proposed changes will be within the existing site boundary. The facility will be located entirely on private property, which will restrict public access to turbine and other facility component locations. As stated in the ASC, the selected turbines will be designed with several levels of built-in safety and comply with the codes set forth by the Occupational Safety and Health Administration and American National Standards Institute. The wind turbines will also be equipped with Supervisory Control and Data Acquisition (SCADA) systems that will allow for remote control and monitoring of individual turbines and the wind facility as a whole from both the central host computer or from a remote computer to shut down turbines if abnormal levels of vibration are detected. In addition, there are also conditions for setbacks to locate the turbine towers within the minimum safety setbacks of 110 percent of the maximum blade as need. As noted above, the addition of an energy storage system adds an additional aspect to the analysis for fire protection but existing site certificate conditions are sufficient to be meet the Public Services standard and Public Health and Safety Standards.

Therefore, the changes described in RFA 2 will not alter the basis for EFSC's earlier findings, nor change the certificate holder's ability to comply with any requirements and conditions issued by EFSC regarding public health and safety (See Table 2). Therefore, EFSC may find that OAR 345-024-0010 is satisfied.

6.2.2 OAR 345-024-0015 Siting Standards for Wind Energy Facilities

As described above, although the proposed turbines will have an increased height, the changes to visual impact on protected areas or public viewing areas will not be significant. Proposed changes will not significantly affect wetlands or other waters of the state because the Project construction will avoid impacts to wetlands through boring or rerouting facilities around these features. The proposed changes will result in a net reduction of impact to fish and wildlife habitat because there will be a net reduction in disturbance area for the Project, and other construction methodologies

and commitments will be met as approved. RFA 2 makes no changes that would alter the basis for EFSC's earlier findings that OAR 345-024-0015 is met.

6.3 Other Standards and Laws

6.3.1 Noise Control Regulations (OAR 340-035-0035)

The certificate holder addressed compliance with the DEQ noise regulations in Exhibit X of the ASC. The requirements of OAR 340-035-0035(1)(b)(B)(iii) apply to noise levels generated by a "wind energy facility." Therefore, the Project is reviewed under OAR 340-035-0035(1)(b)(B)(iii). Under the regulation, the noise generated by a new wind energy facility located on a previously unused site must comply with two tests: the "ambient noise degradation test" and the "maximum allowable noise test."

OAR 340-035-0035(5)(g) specifically exempts noise caused by construction activities. As reviewed by EFSC in the ASC, construction of the Project will produce localized, short-duration noise levels similar to those produced by any large construction project with heavy construction equipment. The certificate holder proposed mitigation measures in the ASC to minimize temporary noise levels generated during construction of the Project. Therefore, EFSC considered the proposed mitigation as binding commitments and adopted the Condition CON-NC-01 for facility construction (see also Table 2).

EFSC previously imposed Site Certificate Condition PRE-NC-01, which requires that the final design locations, sound power levels, noise analysis, and noise easements be provided to the Oregon Department of Energy (ODOE) to demonstrate that the Facility complies with DEQ's noise control standards in OAR 340-035-0035. Consequently, EFSC may rely on its prior findings and Condition PRE-NC-01 to ensure that the project, as modified, complies with the DEQ noise regulation.

Compared to sound levels generated from wind turbines, the sound generated from energy storage is less. One energy storage system will be rated at 20 MW and the other will be rated at 30 MW. Wheatridge is planning on constructing and operating energy storage systems adjacent to project substations, employing voltage source inverters to provide energy storage for grid load leveling, enhanced power transfer and system stability. Potential sound sources associated with the energy storage systems may include but not be limited to energy storage container ground-level cooling equipment, power conditioning systems (including fan units), distribution and auxiliary transformers.

The sound power level of the battery compartment cooling equipment may be on the order of 95 dBA at 1 foot from the equipment, while a bank of four power conditioning system fan units with motor may translate to a sound pressure level of approximately 86 dBA at 1 foot. The sound rating of distribution and auxiliary transformers will vary based on their nameplate rating, National Electrical Manufacturer Association (NEMA) rating, and other factors. The overall sound emissions produced by the energy storage systems will depend on the number of units proposed for each site, final equipment selection, and other design features such as enclosures, firewalls, etc. However,

given that the closest non-participating noise sensitive receptors (i.e., residences) are more than 2 miles (3.2 kilometers) from the energy storage system sites, it is anticipated that received sound levels at those noise sensitive receptors will be low level and below the ODOE 36 dBA noise criterion.

Prior to Project construction, Wheatridge will provide the ODOE with an acoustic analysis of the proposed energy storage systems demonstrating compliance with the ODOE 36 dBA noise criterion and Condition PRE-NC-01; however, due to the significant setback distances between the sites and noise sensitive receptors, adverse noise impacts are not expected. Therefore, based on the foregoing findings, and subject to compliance with the site certificate conditions, EFSC may find that the Project will comply with the Noise Control Regulations in OAR 340-035-0035(1)(b)(B).

6.3.2 Removal-Fill Law

The Oregon Removal-Fill Law (ORS 196.795 through ORS 196.990) and Oregon Department of State Lands regulations (OAR 141-085- 0500 through OAR 141-085-0785) require a removal-fill permit if 50 cubic yards or more of material is removed, filled, or altered within any “waters of the state.”

The certificate holder provided information regarding wetlands and other waters of the state in Exhibit J of the ASC, including a wetland delineation report included as attachment J-3. A removal-fill permit is not needed for the Project because the Project, including with the proposed changes, will not temporarily or permanently impact waters of the state. The modifications proposed under RFA 2 do not alter the prior analysis.

6.3.3 Water Rights

Under ORS Chapters 537 and 540 and OAR Chapter 690, the Oregon Water Resources Department administers the appropriation of water rights and regulates the use of the water resources of the state. The certificate holder stated in Exhibit O of the ASC that all water for construction activities will be procured from municipal sources near the Site Boundary, including Hermiston Public Works, Stanfield Public Works, Boardman Public Works, and the Port of Morrow. The certificate holder also provided evidence of correspondence with those four municipal water suppliers, confirming that the suppliers expect to be able to provide the requested quantity of water. The Port of Morrow also stated that it expects to be able to provide up to 6.5 million gallons per month, more than the certificate holder expects to need during the anticipated worst-case scenario. The modifications proposed under RFA 2 do not alter the amount of water or procurement sources from what was described in Exhibit O.

7.0 Property Owners Located within or Adjacent to the Site of the Facility (OAR 345-027-0060(1)(f))

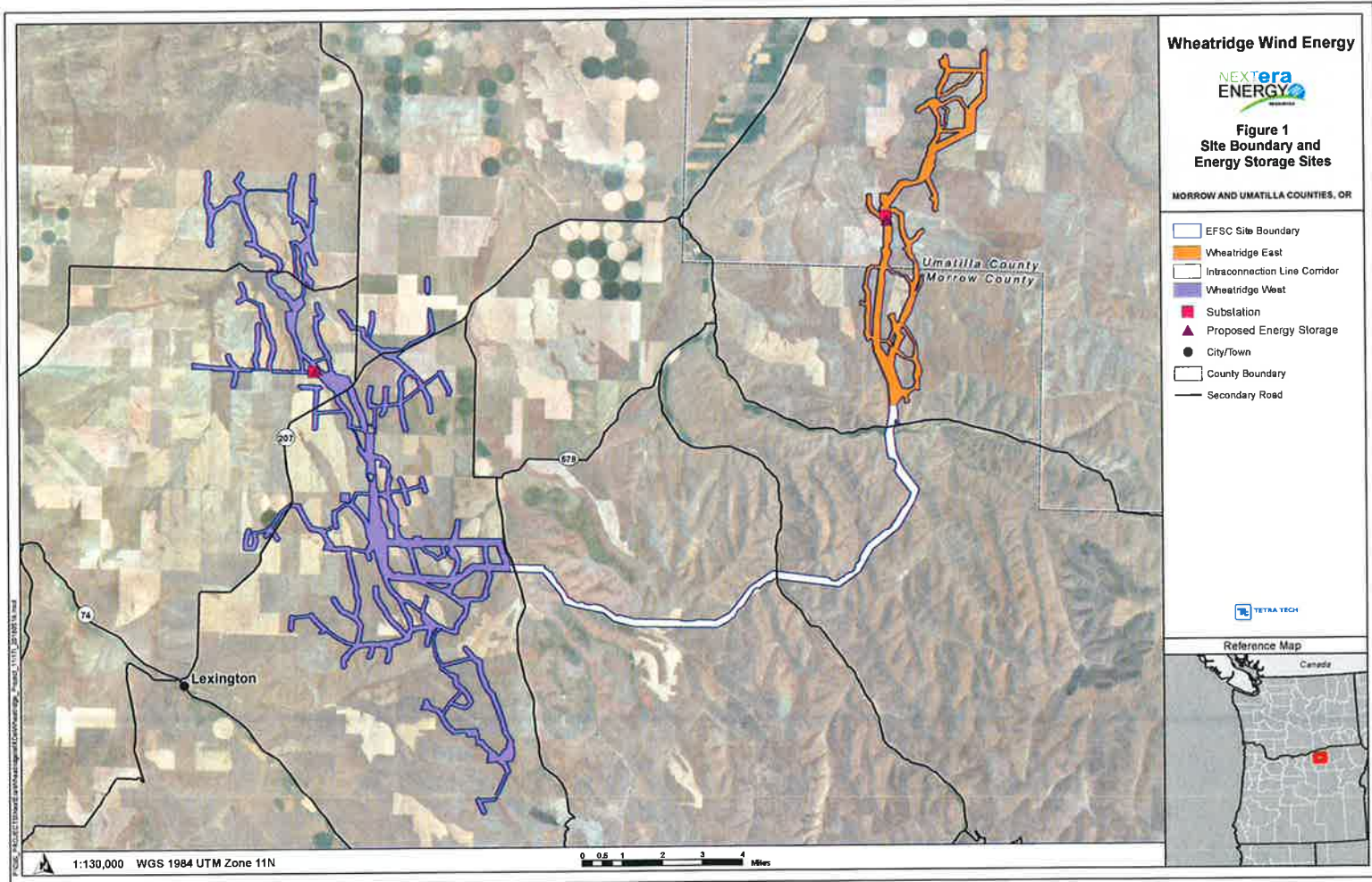
A revised property owner list will be provided at the request of ODOE after the completeness review.

8.0 Conclusion

For the reasons stated above, Wheatridge respectfully requests approval of its Request.

Figures

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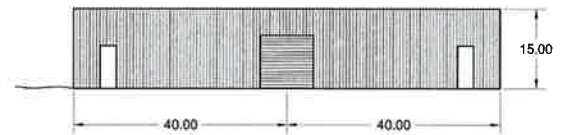
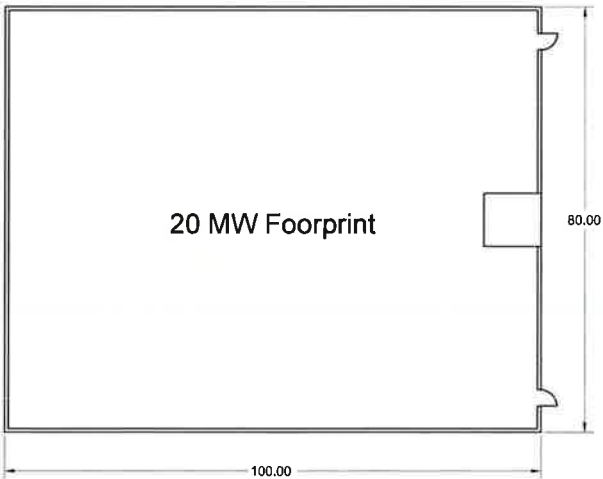
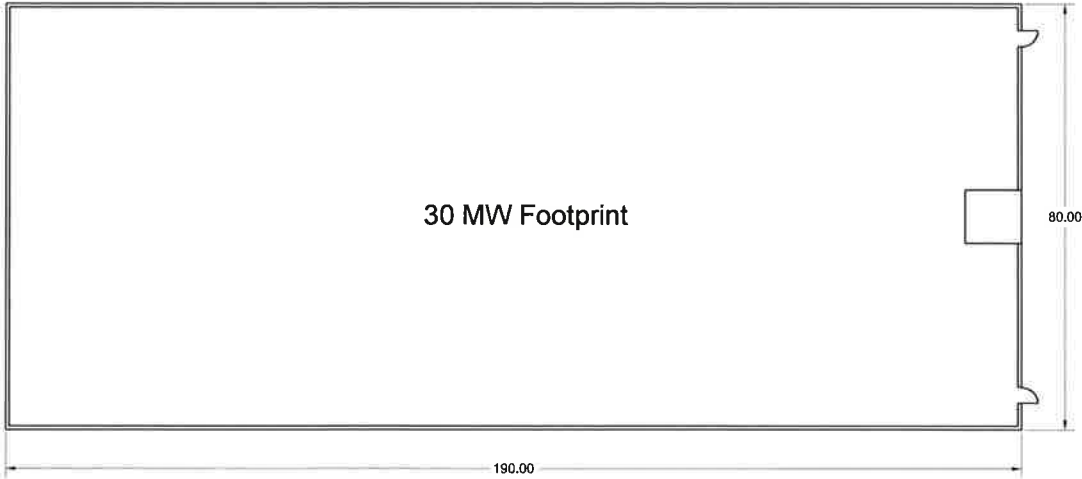


Figure 2 Energy Storage Approximate Structure Footprint And Elevation

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Attachment 1. Redlined Site Certificate

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**ENERGY FACILITY SITING COUNCIL
OF THE
STATE OF OREGON**

**~~First~~ Second
Amended Site
Certificate for the
Wheatridge Wind Energy Facility**

ISSUE DATE

~~July 2017~~ June 2018

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WHEATRIDGE WIND ENERGY FACILITY SITE CERTIFICATE

Attachments

Attachment A Facility Site Boundary Map

Acronyms and Abbreviations

ASC	Application for Site Certificate
Council	Oregon Energy Facility Siting Council
Department	Oregon Department of Energy
DOGAMI	Oregon Department of Geology and Mineral Industries
ESCP	Erosion and Sediment Control Plan
NPDES	National Pollutant Discharge Elimination System
O&M	Operations and Maintenance
OAR	Oregon Administrative Rule
ODFW	Oregon Department of Fish and Wildlife
ORS	Oregon Revised Statute
NRHP	National Register of Historic Places
WGS	Washington Ground Squirrel

1.0 Introduction and Site Certification

This site certificate is a binding agreement between the State of Oregon (State), acting through the Energy Facility Siting Council (Council), and Wheatridge Wind Energy, LLC (certificate holder), which is a wholly-owned subsidiary of NextEra Energy Resources, LLC (NextEra or parent company). As authorized under Oregon Revised Statute (ORS) Chapter 469, the Council issues this site certificate authorizing certificate holder to construct, operate and retire the Wheatridge Wind Energy Facility (facility) at the below described site within Morrow and Umatilla counties, subject to the conditions set forth herein.

Both the State and certificate holder must abide by local ordinances, state law and the rules of the Council in effect on the date this site certificate is executed. However, upon a clear showing of a significant threat to public health, safety, or the environment that requires application of later-adopted laws or rules, the Council may require compliance with such later-adopted laws or rules (ORS 469.401(2)).

The findings of fact, reasoning and conclusions of law underlying the terms and conditions of this site certificate are set forth in the following documents, incorporated herein by this reference: (a) the *Final Order on the Application for Site Certificate for the Wheatridge Wind Energy Facility* issued on April 28, 2017 (hereafter, *Final Order on the Application*); and (b) the *Final Order on Request for Transfer* issued on July 27, 2017. In interpreting this site certificate, any ambiguity will be clarified by reference to the following, in order of priority: (1) this Second Amended Site Certificate, (2) ~~this the~~ First Amended Site Certificate, (23) ~~the~~ *Final Order on the Application*, and (34) the record of the proceedings that led to the *Final Order on the Application*. This site certificate binds the State and all counties, cities and political subdivisions in Oregon as to the approval of the site and the construction, operation, and retirement of the facility as to matters that are addressed in and governed by this site certificate (ORS 469.401(3)). This site certificate does not address, and is not binding with respect to, matters that are not included in and governed by this site certificate, and such matters include, but are not limited to: employee health and safety; building code compliance; wage and hour or other labor regulations; local government fees and charges; other design or operational issues that do not relate to siting the facility (ORS 469.401(4)); and permits issued under statutes and rules for which the decision on compliance has been delegated by the federal government to a state agency other than the Council (ORS 469.503(3)).

The definitions in ORS 469.300 and OAR 345-001-0010 apply to the terms used in this site certificate, except where otherwise stated, or where the context clearly indicates otherwise.

Each affected state agency, county, city, and political subdivision in Oregon with authority to issue a permit, license, or other approval addressed in or governed by this site certificate, shall upon submission of the proper application and payment of the proper fees, but without hearings or other proceedings, issue such permit, license or other approval subject only to conditions set forth in this site certificate. In addition, each state agency or local government agency that issues a permit, license or other approval for this facility shall continue to exercise enforcement authority over such permit, license or other approval (ORS 469.401(3)). For those permits, licenses, or other approvals addressed in and governed by this site certificate, the certificate holder shall comply with applicable state and federal laws adopted in the future to the extent that such compliance is required under the respective state agency statutes and rules (ORS

469.401(2)).

The certificate holder must construct, operate and retire the facility in accordance with all applicable rules as provided for in Oregon Administrative Rule (OAR) Chapter 345, Division 26. After issuance of this site certificate, the Council shall have continuing authority over the site and may inspect, or direct the Oregon Department of Energy (Department) to inspect, or request another state agency or local government to inspect, the site at any time in order to ensure that the facility is being operated consistently with the terms and conditions of this site certificate (ORS 469.430).

The obligation of the certificate holder to report information to the Department or the Council under the conditions listed in this site certificate is subject to the provisions of ORS 192.502 *et seq.* and ORS 469.560. To the extent permitted by law, the Department and the Council will not publicly disclose information that may be exempt from public disclosure if the certificate holder has clearly labeled such information and stated the basis for the exemption at the time of submitting the information to the Department or the Council. If the Council or the Department receives a request for the disclosure of the information, the Council or the Department, as appropriate, will make a reasonable attempt to notify the certificate holder and will refer the matter to the Attorney General for a determination of whether the exemption is applicable, pursuant to ORS 192.450.

The Council recognizes that many specific tasks related to the design, construction, operation and retirement of the facility will be undertaken by the certificate holder's agents or contractors. Nevertheless, the certificate holder is responsible for ensuring compliance with all provisions of the site certificate.

The duration of this site certificate shall be the life of the facility, subject to termination pursuant to OAR 345-027-0010 or the rules in effect on the date that termination is sought, or revocation under ORS 469.440 and OAR 345-029-0100 or the statutes and rules in effect on the date that revocation is ordered. The Council shall not change the conditions of this site certificate except as provided for in OAR Chapter 345, Division 27.

2.0 Facility Location

The energy facility and its related and supporting facilities are located within Morrow and Umatilla counties. The site boundary, as defined in OAR 345-001-0010, encompasses approximately 13,097 acres of private land and includes the perimeter of the energy facility site, its related and supporting facilities, all temporary laydown and staging areas and all transmission corridors and micro-siting corridors proposed by the certificate holder, as approved by the Council.

The energy facility is divided into two groups, Wheatridge West and Wheatridge East. Wheatridge West is located entirely within Morrow County, bisected by Oregon Highway 207, approximately 5 miles northeast of Lexington and approximately 7 miles northwest of Heppner. Wheatridge East is located approximately 16 miles northeast of Heppner and includes land in both Morrow and Umatilla counties. Wheatridge West and Wheatridge East are connected via a 230 kV transmission line or “intraconnection” transmission line (see facility site boundary map provided in Attachment A).

2.1 Site Boundary

The site boundary encompasses a total of 13,097 acres of privately owned land: 2,956 acres in Wheatridge East, 8,515 acres in Wheatridge West, and 1,626 acres in the intraconnection transmission line corridor. Table 1 identifies the Public Land Survey System sections in which the site boundary is located.

Table 1. Location of Site Boundary by Township, Range and Section

Township	Range	Section(s)
Wheatridge East		
1N	28E	4, 5, 8, 9, 16, 17, 21
2N	28E	2, 3, 9, 10, 11, 14, 15, 16, 21, 22, 27, 28, 29, 32, 33
Wheatridge West		
2N	25E	25, 26, 27, 34, 35, 36
1N	25E	1, 2, 11, 12, 13, 14, 15, 22, 23, 24
1N	26E	4, 6, 7, 8, 9, 15, 16, 17, 18, 19, 20, 21, 22, 28, 29, 30, 32, 33
1S	25E	1, 12
1S	26E	2, 3, 4, 5, 6, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 25, 26, 27, 28, 29, 34, 35, 36
2S	26E	1, 12
Intraconnection Corridor		
1S	27E	7, 12, 13, 14, 15, 16, 17, 18, 21, 22, 23, 24
1S	28E	3, 4, 7, 8, 9, 16, 17, 18
1N	28E	28, 33

For this facility, the certificate holder requested that the site boundary represent the “micrositing corridor” for the placement of facility components to allow some flexibility in specific component locations and design in response to site-specific conditions and engineering requirements to be determined prior to construction. The Council permits final siting flexibility within a micrositing corridor when the certificate holder demonstrates that requirements of all applicable standards have been satisfied by adequately evaluating the entire corridor and location of facility components anywhere within the corridor.

2.2 Micrositing Corridor

The certificate holder requested flexibility to locate components of the energy facility and its related and supporting facilities within a micrositing corridor to allow adjustment of the specific location of components, while establishing outer boundaries of potential construction for purposes of evaluating potential impacts. As described above, for this facility, the site boundary represents the micrositing corridor, and is a minimum of approximately 660 feet in width around turbines, and wider in some locations. The site boundary width around site access roads and electrical collection lines (collector lines) is narrower, between 200 feet and 500 feet in width. The micrositing corridor is wider for the area surrounding the substations, meteorological towers (met towers), the operation and maintenance (O&M) buildings, and construction yards.

2.3 Intraconnection Transmission Line Corridor

The certificate holder obtained approval of four routing options for the 230 kV intraconnection transmission line that interconnects Wheatridge West and Wheatridge East for the transmission of generated power. The intraconnection transmission line corridor is approximately 1,000-feet in width and ranges in length from 24.5 to 31.5 miles, based upon the four approved transmission line route options.

The four approved transmission line route options range in length from 24.5 to 31.5 miles and would follow the same alignment for approximately 18 miles from the Wheatridge East substation to the crossing at Sand Hollow Road. For the remainder of the route, Options 1 and 3 traverse the same alignment, with Option 1 extending 7 miles longer than Option 3; Option 2 and 4 traverse the same alignment, with Option 2 extending 3.5 miles longer than Option 4. Option 1 and 2 differ for an approximately 4 mile segment located between Sand Hollow Road and the Wheatridge West substation (primary), with Option 2 traversing from Sand Hollow Road through the alternative (2b) Wheatridge West substation to the primary (1) Wheatridge West substation. The four approved routing options and associated transmission line corridors are presented in Attachment A of the site certificate (and are clearly delineated in figures provided in ASC Exhibit C).

3.0 Facility Description

3.1 Energy Facility

The energy facility includes individual wind turbines, each consisting of a nacelle, a three-bladed rotor, turbine tower and foundation. The nacelle houses the equipment such as the gearbox, generator, brakes, and control systems for the turbine. The total height of the turbine tower and blades (tip-height) ranges between 431 and 476 feet, depending on the turbine model selected. The total generating capacity of the facility will not exceed 500 MW, and the total number of turbines will not exceed 292.

The base of each tower foundation requires a cleared area (typically a gravel pad) up to 80 feet in diameter. The turbines are grouped in linear “strings” within the micro-siting corridor and interconnect with a 34.5 kV electrical collection system (described below). Most turbine types include a generator step-up (GSU) transformer installed at the base of the tower that would be used to increase the voltage of the turbine to that of the electrical collection system. Table 2 shows the range of turbine specifications approved for use at the facility site.

Table 2: Turbine Specifications used for Impact Evaluations

Specification	Maximum
Turbine Generating Capacity (Individual)	2.5 MW
Blade Length	197 <u>204.1</u> ft.
Hub Height	278 <u>291.3</u> ft.
Rotor Diameter (Rotor Swept Height)	393 <u>416.7</u> ft.
Total Height (tower height plus blade length)	476 <u>499.7</u> ft.

3.2 Related or Supporting Facilities

The facility includes the following related or supporting facilities described below and in greater detail in the *Final Order on the Application*, and *Final Order on Request for Transfer*:

- Electrical collection system (includes up to 88 miles of mostly underground 34.5 kV collector lines)
- Up to three collector substations
- Up to 32 miles of up to two overhead, parallel 230 kV transmission lines
- Up to 12 permanent meteorological (met) towers
- Communication and Supervisory Control and Data Acquisition (SCADA) System
- Up to two operations and maintenance (O&M) buildings
- Up to 73 miles of new or improved access roads
- Additional temporary construction areas (including staging areas and one or more temporary concrete batch plant areas)
- Energy storage sites

Electrical Collection System

The electrical collection system includes up to 88 miles of mostly underground 34.5 kV collector lines. Electrical connections are located underground or in enclosed junction boxes between the turbine and the pad-mounted GSU transformer. From the GSU transformer to the collector lines the connections are installed along and between the turbine strings to collect power generated by each wind turbine and to route the power to one of three collector substations, which step up the power from 34.5 kV to 230 kV.

The collector lines are underground, to the extent practicable, in trenches approximately three-feet wide and not less than two- to three-feet deep, generally alongside access roads, to minimize ground disturbance. Where land use and soil conditions make a buried depth of three-feet infeasible, collector lines may be buried at a depth of less than three feet, while still adhering to National Electrical Safety Code (NESC) standards.

Collector lines may be run overhead in situations where a buried cable would be infeasible or would create unnecessary impacts, such as at stream or canyon crossings. Overhead collector lines are supported by a wooden or steel pole structure. Each support pole has been buried approximately 6 feet in the ground and extends to a height of approximately 60 feet above ground, spaced 100 to 200 feet apart. Overhead collector lines are only anticipated in Wheatridge West. The facility includes up to 10.8 miles of overhead collector lines; however, the specific locations of overhead collector lines will not be known until site geotechnical work has been completed during pre-construction activities.

No more than 88 miles of collector lines would be needed for the facility.

Collector Substations

The facility includes up to two substations within Wheatridge West and one substation within Wheatridge East. The proposed substation locations are presented in ASC Exhibit C. However, Wheatridge has requested, and Council grants, the ability to microsite the final location and number (up to three) of substations within the micrositing corridor.

Prior to construction, substation sites will be cleared and graded, with a bed of crushed rock applied for a durable surface. Each collector substation is located on a two- to five-acre site, enclosed by a locked eight-foot tall wire mesh fence. Each substation consists of transformers, transmission line termination structures, a bus bar, circuit breakers and fuses, control systems, meters, and other equipment.

230 kV Intraconnection Transmission Line

The facility includes one or two parallel overhead 230 kV intraconnection transmission lines supported by H-frame or monopole structures constructed of either wood or steel that extends 24.5 to 31.5 miles in length, depending on the route option selected. The 230 kV overhead transmission line structures are approximately 60 to 150 feet tall and spaced approximately 400 to 800 feet apart depending on the terrain. Each transmission line route requires acquisition of an approximately 150-

foot wide right-of-way from private landowners.

The four approved transmission line routing options and associated corridors for the intraconnection transmission line are described below (see Attachment A figure and figures contained in ASC Exhibit C):

- Option 1: Two Project Substations to Longhorn
 - This option runs from Substation 3 in Wheatridge East to Substation 1 in Wheatridge West and then to the proposed UEC/CB Strawberry substation, just to the west of Wheatridge West, for interconnection to a UEC or UEC/CB operated Gen-tie Line to the proposed BPA Longhorn substation. The intraconnection line route is 31.5 miles (50.5 kilometers) in length.
- Option 2: Three Project Substations to Longhorn
 - This option runs from Substation 3 in Wheatridge East to Substation 2b in Wheatridge West, then on to Substation 2a in Wheatridge West, and then to the proposed UEC/CB Strawberry substation, just west of Wheatridge West, for interconnection to a UEC or UEC/CB operated Gen-tie Line to the proposed BPA Longhorn substation. The intraconnection line route is 31.3 miles (50.3 kilometers) in length.
- Option 3: Two Project Substations to Stanfield
 - This option runs from Substation 1 in Wheatridge West to Substation 3 in Wheatridge East for interconnection to a UEC operated Gen-tie Line to the proposed BPA Stanfield substation. The intraconnection line route is 24.5 miles (39.4 kilometers) in length.
- Option 4: Three Project Substations to Stanfield
 - This option runs from Substation 2a in Wheatridge West to Substation 2b in Wheatridge West, and then to Substation 3 in Wheatridge East for interconnection to a UEC operated Gen-tie Line to the proposed BPA Stanfield substation. The intraconnection line route is 27.8 miles (44.7 kilometers) in length.

Meteorological Towers

The facility includes up to 12 permanent met towers. Up to five met towers are sited in Wheatridge East and up to seven met towers are sited in Wheatridge West for the collection of wind speed and direction data. Each met tower has a free-standing, non-guyed design and is approximately 328 feet (100 meters) in height. Installation of permanent met towers results in approximately 98-feet (30-meters) in diameter of temporary land disturbance per tower and approximately 32-feet (10-meter) in diameter of permanent land disturbance per tower. Permanent met towers are fitted with safety lighting and paint as required by the Federal Aviation Administration (FAA).

Communication and SCADA System

The facility includes a communication system, consisting of fiber optic and copper communication lines that connect the turbines, met towers, and substations to the O&M buildings. A SCADA system is installed in the O&M buildings to enable remote operation to collect operating data for each wind turbine, and to archive wind and performance data. SCADA system wires are collocated with the collector lines both in the underground trenches and overhead, if necessary.

O&M Buildings

The facility includes up to two O&M buildings, each located on up to 1.1 acres, one within Wheatridge East and one within Wheatridge West. Each O&M building consists of a single-story, prefabricated structure approximately 6,000 to 9,000 square feet in size, and includes an office, break room, kitchen, lavatory with shower, utility room, covered vehicle parking, storage for maintenance supplies and equipment, and SCADA system. A permanent, fenced, graveled parking and storage area for employees, visitors, and equipment is located adjacent to each O&M building. Each building is served by an on-site well and septic system and power supplied by a local service provider using overhead and/or underground lines.

Access Roads

Primary access to the facility site is from Interstate 84 (I-84) via Bombing Range Road or Oregon Route 207 (OR-207). The certificate holder completed improvements to existing public roads to accommodate construction activities, including flattening crests or filling dips, widening sharp corners, or adding road base material; the certificate holder is required to consult with the appropriate county road master on specific improvements prior to construction. The certificate holder committed to completing upgrade to existing roads according to applicable state and county road standards and after consultation with Morrow and Umatilla County staff. The certificate holder is required to implement a road use agreement with each county to specify requirements, including that all existing public roads used to access the site would be left in as good or better condition than that which existed prior to the start of construction.

Access to the turbines, construction yards, substations, and O&M buildings is from a network of private access roads constructed or improved by the certificate holder. The certificate holder will grade and gravel all newly constructed and improved site access roads to meet load requirements for heavy construction equipment, as necessary. Following turbine construction, the certificate holder will narrow the site access roads for use during operations and maintenance. The additional disturbed width required during construction will be restored following the completion of construction by removing gravel surfacing, restoring appropriate contours with erosion and stormwater control best management practices (BMPs), decompacting as needed, and revegetating the area appropriately.

In the maximum impact scenario, the facility will require up to 73 miles of access roads.

Temporary access roads were needed for the construction of the intraconnection transmission line(s). The intraconnection transmission line(s) can be constructed and maintained using only large trucks rather than heavy construction cranes, and construction will occur during the dry time of year when the ground surface is hard enough to support those vehicles. Therefore, the interconnection

transmission lines do not include permanent access roads. The total mileage of the temporary access roads needed for constructing the intraconnection transmission line(s) depends on the intraconnection line route option chosen. The shortest route would require approximately 22.8 miles of access roads, while the longest would require approximately 25.5 miles.

Additional Construction Yards

The facility includes up to four temporary construction yards located within the site boundary to facilitate the delivery and assembly of material and equipment. The construction yards are used for temporary storage of diesel and gasoline fuels, which are located in an above-ground 1,000-gallon diesel and 500-gallon gasoline tank, within designated secondary containments areas.

Each construction yard occupies between 15 and 20 acres, and was graded and gravel surfaced. The certificate holder is required to restore all construction yards to pre-construction conditions unless an agreement with the landowner leads to some or all of the construction yard being retained after construction.

In addition, the certificate holder may utilize one or more temporary concrete batch plant areas, located within the construction yard area. The temporary concrete batch plants are permitted and operated by the selected contractor.

Energy storage sites

The facility will include up to two energy storage sites within the site boundary not to exceed 5 acres each. Energy storage allows for energy generated from an energy facility to be stored as available, and later deployed as needed, providing greater consistency of energy supply and the opportunity to respond to market demands. The energy storage sites will be sited as close to the facility substations as practicable.

4.0 Site Certificate Conditions

4.1 Condition Format

The conditions in Sections 4.2 through 4.7 of this Site Certificate are organized and coded to indicate the phase of implementation, the standard the condition is required to satisfy, and an identification number (1, 2, 3, etc.)¹. The table below presents a “key” for phase of implementation:

Key	Type of Conditions/Phase of Implementation
GEN	General Conditions: Design, Construction and Operation
PRE	Pre-Construction Conditions
CON	Construction Conditions
PRO	Pre-Operational Conditions
OPR	Operational Conditions
RET	Retirement Conditions

The standards are presented using an acronym; for example, the General Standard of Review is represented in the condition numbering as “GS”; the Soil Protection standard is represented in the condition numbering as “SP” and so forth.

For example, the coding of Condition GEN-GS-01 represents that the condition is a general condition (GEN) to be implemented during design, construction and operation of the facility, is required to satisfy the Council’s General Standard of Review, and is condition number 1.

¹ The identification number is not representative of an order that conditions must be implemented; it is intended only to represent a numerical value for identifying the condition.

4.2 General Conditions (GEN): Design, Construction and Operations

Condition Number	General (GEN) Conditions
STANDARD: GENERAL STANDARD OF REVIEW (GS) [OAR 345-022-0000]	
GEN-GS-01	<p>The certificate holder shall begin construction of the facility within three years after the effective date of the site certificate. Under OAR 345-015-0085(9), the site certificate is effective upon execution by the Council chair and the applicant.</p> <p>[Final Order on ASC, General Standard Condition 1]</p>
GEN-GS-02	<p>The certificate holder shall complete construction of the facility within six years after the effective date of the site certificate.</p> <p>[Final Order on ASC, General Standard Condition 2]</p>
GEN-GS-03	<p>The certificate holder shall design, construct, operate, and retire the facility:</p> <ul style="list-style-type: none"> a. Substantially as described in the site certificate; b. In compliance with the requirements of ORS Chapter 469, applicable Council rules, and applicable state and local laws, rules and ordinances in effect at the time the site certificate is issued; and c. In compliance with all applicable permit requirements of other state agencies. <p>[Final Order on ASC, Mandatory Condition 2] [OAR 345-027-0020(3)]</p>
GEN-GS-04	<p>Except as necessary for the initial survey or as otherwise allowed for wind energy facilities, transmission lines or pipelines under this section, the certificate holder shall not begin construction, as defined in OAR 345-001-0010, or create a clearing on any part of the site until the certificate holder has construction rights on all parts of the site. For the purpose of this rule, "construction rights" means the legal right to engage in construction activities. For wind energy facilities, transmission lines or pipelines, if the certificate holder does not have construction rights on all parts of the site, the certificate holder may nevertheless begin construction, as defined in OAR 345-001-0010, or create a clearing on a part of the site if the certificate holder has construction rights on that part of the site and the certificate holder would construct and operate part of the facility on that part of the site even if a change in the planned route of a transmission line or pipeline occurs during the certificate holder's negotiations to acquire construction rights on another part of the site.</p> <p>[Final Order on ASC, Mandatory Condition 3] [OAR 345-027-0020(5)]</p>
GEN-GS-05	<p>If the certificate holder becomes aware of a significant environmental change or impact attributable to the facility, the certificate holder shall, as soon as possible, submit a written report to the department describing the impact on the facility and any affected site certificate conditions.</p> <p>[Final Order on ASC, Mandatory Condition 4] [OAR 345-027-0020(6)]</p>
GEN-GS-06	<p>The Council shall include as conditions in the site certificate all representations in the site certificate application and supporting record the Council deems to be binding commitments made by the applicant.</p> <p>[Final Order on ASC, Mandatory Condition 5] [OAR 345-027-0020(10)]</p>

GEN-GS-07	<p>Upon completion of construction, the certificate holder shall restore vegetation to the extent practicable and shall landscape all areas disturbed by construction in a manner compatible with the surroundings and proposed use. Upon completion of construction, the certificate holder shall remove all temporary structures not required for facility operation and dispose of all timber, brush, refuse and flammable or combustible material resulting from clearing of land and construction of the facility.</p> <p>[Final Order on ASC, Mandatory Condition 6] [OAR 345-027-0020(11)]</p>
GEN-GS-08	<p>The certificate holder shall design, engineer and construct the facility to avoid dangers to human safety presented by seismic hazards affecting the site that are expected to result from all maximum probable seismic events. As used in this rule "seismic hazard" includes ground shaking, landslide, liquefaction, lateral spreading, tsunami inundation, fault displacement and subsidence.</p> <p>[Final Order on ASC, Mandatory Condition 7] [OAR 345-027-0020(12)]</p>
GEN-GS-09	<p>The certificate holder shall notify the department, the State Building Codes Division and the Department of Geology and Mineral Industries promptly if site investigations or trenching reveal that conditions in the foundation rocks differ significantly from those described in the application for a site certificate. After the Department receives the notice, the Council may require the certificate holder to consult with the Department of Geology and Mineral Industries and the Building Codes Division and to propose mitigation actions.</p> <p>[Final Order on ASC, Mandatory Condition 8] [OAR 345-027-0020(13)]</p>
GEN-GS-10	<p>The certificate holder shall notify the department, the State Building Codes Division and the Department of Geology and Mineral Industries promptly if shear zones, artesian aquifers, deformations or clastic dikes are found at or in the vicinity of the site.</p> <p>[Final Order on ASC, Mandatory Condition 9] [OAR 345-027-0020(14)]</p>
GEN-GS-11	<p>Before any transfer of ownership of the facility or ownership of the site certificate holder, the certificate holder shall inform the department of the proposed new owners. The requirements of OAR 345-027-0100 apply to any transfer of ownership that requires a transfer of the site certificate.</p> <p>[Final Order on ASC, Mandatory Condition 10] [OAR 345-027-0020(15)]</p>
GEN-GS-12	<p>The Council shall specify an approved corridor in the site certificate and shall allow the certificate holder to construct the pipeline or transmission line anywhere within the corridor, subject to the conditions of the site certificate. If the applicant has analyzed more than one corridor in its application for a site certificate, the Council may, subject to the Council's standards, approve more than one corridor.</p> <p><i>[The transmission line corridors approved by EFSC pursuant to this condition is described in Section 2.3 of the site certificate, and presented in the facility site map (see Attachment A of the site certificate).</i></p> <p>[Final Order on ASC, Site Specific Condition 1] [OAR 345-027-0023(5)]</p>
<p>STANDARD: ORGANIZATIONAL EXPERTISE (OE) [OAR 345-022-0010]</p>	
GEN-OE-01	<p>Any matter of non-compliance under the site certificate is the responsibility of the certificate holder. Any notice of violation issued under the site certificate will be issued to the certificate holder. Any civil penalties under the site certificate will be levied on the certificate holder.</p> <p>[Final Order on ASC, Organizational Expertise Condition 5]</p>

GEN-OE-02	<p>In addition to the requirements of OAR 345-026-0170, within 72 hours after discovery of incidents or circumstances that violate the terms or conditions of the site certificate, the certificate holder must report the conditions or circumstances to the department.</p> <p>[Final Order on ASC, Organizational Expertise Condition 6]</p>
GEN-OE-03	<p>During facility construction and operation, the certificate holder shall report to the Department, within 7 days, any change in the corporate structure of the parent company, NextEra Energy Resources, LLC. The certificate holder shall report promptly to the Department any change in its access to the resources, expertise, and personnel of NextEra Energy Resources, LLC.</p> <p>[Amendment #1 , Organizational Expertise Condition 9]</p>
<p>STANDARD: STRUCTURAL (SS) [OAR 345-022-0020]</p>	
GEN-SS-01	<p>The certificate holder shall design, engineer, and construct the facility in accordance with the current versions of the latest International Building Code, Oregon Structural Specialty Code, and building codes as adopted by the State of Oregon at the time of construction.</p> <p>[Final Order on ASC, Structural Standard Condition 2]</p>

STANDARD: LAND USE (LU) [OAR 345-022-0030]

GEN-LU-01	<p>The certificate holder shall design the facility to comply with the following wind turbine setback distances in Morrow County:</p> <ul style="list-style-type: none">a. Wind turbines shall be setback from the property line of any abutting property of any non-participant property owners a minimum of 110 percent of maximum blade tip height of the wind turbine tower.b. Wind turbines shall be setback 100 feet from all property boundaries, including participant property boundaries within the site boundary, if practicable.c. Wind turbine foundations shall not be located on any property boundary, including participant property boundaries within the site boundary. <p>[Final Order on ASC, Land Use Condition 1]</p>
GEN-LU-02	<p>During design and construction of the facility, the certificate holder shall:</p> <ul style="list-style-type: none">a. Obtain an access permit for changes in access on Morrow County roads; andb. Improve or develop private access roads impacting intersections with Morrow County roads in compliance with Morrow County access standards. <p>[Final Order on ASC, Land Use Condition 4]</p>
GEN-LU-03	<p>During design and construction, the certificate holder shall implement the following actions on all meteorological towers approved through the site certificate:</p> <ul style="list-style-type: none">a. Paint the towers in alternating bands of white and red or aviation orange; andb. Install aviation lighting as recommended by the Federal Aviation Administration. <p>[Final Order on ASC, Land Use Condition 9]</p>
GEN-LU-04	<p>The certificate holder shall design and construct the facility using the minimum land area necessary for safe construction and operation. The certificate holder shall locate access roads and temporary construction laydown and staging areas to minimize disturbance of farming practices and, wherever feasible, shall place turbines and transmission interconnection lines along the margins of cultivated areas to reduce the potential for conflict with farm operations. Where possible, underground communication and electrical lines shall be buried within the area disturbed by temporary road widening.</p> <p>[Final Order on ASC, Land Use Condition 11]</p>
GEN-LU-05	<p>During design and construction of the facility, the certificate holder shall ensure that fencing and landscaping selected and used for the O&M building and similar facility components sited within Morrow County blend with the nature of the surrounding area.</p> <p>[Final Order on ASC, Land Use Condition 14]</p>
GEN-LU-06	<p>During micrositing of the facility, the certificate holder shall ensure that wind turbines are sited based on a minimum setback of 110% of the overall tower-to-blade tip height from the boundary right-of-way of county roads and state and interstate highways in Umatilla County.</p> <p>[Final Order on ASC, Land Use Condition 16]</p>
GEN-LU-07	<p>During design and construction, the certificate holder must ensure that the O&M building in Umatilla County is consistent with the character of similar agricultural buildings used by commercial farmers or ranchers in Umatilla County.</p> <p>[Final Order on ASC, Land Use Condition 20]</p>

GEN-LU-08	<p>During facility design and construction of new access roads and road improvements, the certificate holder shall implement best management practices after consultation with the Umatilla County Soil Water Conservation district. The new and improved road designs must be reviewed and certified by a civil engineer.</p> <p>[Final Order on ASC, Land Use Condition 22]</p>
GEN-LU-09	<p>Before beginning electrical production, the certificate hold shall provide the location of each turbine tower, electrical collecting lines, the O&M building, the substation, project access roads, and portion of the intraconnection transmission line located in Umatilla County to the department and Umatilla County in a format suitable for GPS mapping.</p> <p>[Final Order on ASC, Land Use Condition 24]</p>
GEN-LU-10	<p>During construction and operation of the facility, the certificate holder shall deliver a copy of the annual report required under OAR 345-026-0080 to the Umatilla County Planning Commission on an annual basis.</p> <p>[Final Order on ASC, Land Use Condition 28]</p>
<p>STANDARD: RETIREMENT AND FINANCIAL ASSURANCE (RT) [OAR 345-022-0050]</p>	
GEN-RF-01	<p>The certificate holder shall prevent the development of any conditions on the site that would preclude restoration of the site to a useful, non-hazardous condition to the extent that prevention of such site conditions is within the control of the certificate holder.</p> <p>[Final Order on ASC, Retirement and Financial Assurance Condition 1] [Mandatory Condition OAR 345-027-0020(7)]</p>
<p>STANDARD: FISH AND WILDLIFE HABITAT (FW) [OAR 345-022-0060]</p>	
GEN-FW-01	<p>During construction and operation, the certificate holder shall impose a 20 mile per hour speed limit on new and improved private access roads, which have been approved as a related and supporting facility to the energy facility.</p> <p>[Final Order on ASC, Fish and Wildlife Habitat Condition 2]</p>
GEN-FW-02	<p>The certificate holder shall construct all overhead collector and transmission intraconnection lines in accordance with the latest Avian Power Line Interaction Committee design standards, and shall only install permanent meteorological towers that are ungyued.</p> <p>[Final Order on ASC, Fish and Wildlife Habitat Condition 6]</p>
<p>STANDARD: SCENIC RESOURCES (SR) [OAR 345-022-0080]</p>	
GEN-SR-01	<p>To reduce visual impacts associated with lighting facility structures, other than lighting on structures subject to the requirements of the Federal Aviation Administration or the Oregon Department of Aviation, the certificate holder shall implement the following measures:</p> <ul style="list-style-type: none"> a. Outdoor night lighting at the collector substations and Operations and Maintenance Buildings must be <ul style="list-style-type: none"> i. The minimum number and intensity required for safety and security; ii. Directed downward and inward within the facility to minimize backscatter and offsite light trespass; and iii. Have motion sensors and switches to keep lights turned off when not needed. <p>[Final Order on ASC, Scenic Resources Condition 1]</p>

GEN-SR-02	<p>The certificate holder shall:</p> <ul style="list-style-type: none"> a. Design and construct the O&M buildings generally consistent with the character of agricultural buildings used by farmers or ranchers in the area, and the buildings shall be finished in a neutral color to blend with the surrounding landscape; b. Paint or otherwise finish turbine structures in a grey, white, or off-white, low reflectivity coating to minimize reflection and contrast with the sky, unless required otherwise by the local code applicable to the structure location. c. Design and construct support towers for the intraconnection transmission lines using either wood or steel structures and utilize finish with a low reflectivity coating; d. Finish substation structures utilizing neutral colors to blend with the surrounding landscape; e. Minimize use of lighting and design lighting to prevent offsite glare; f. Not display advertising or commercial signage on any part of the proposed facility; g. Limit vegetation clearing and ground disturbance to the minimum area necessary to safely and efficiently install the facility equipment; h. Water access roads and other areas of ground disturbance during construction, as needed, to avoid the generation of airborne dust; and i. Restore and revegetate temporary impact areas as soon as practicable following completion of construction. <p>[Final Order on ASC, Scenic Resources Condition 2]</p>
STANDARD: PUBLIC SERVICES (PS) [OAR 345-022-0110]	
GEN-PS-01	<p>During construction and operation, the certificate holder shall coordinate with its solid waste handler to provide the information solicited through the Oregon Department of Environmental Quality's Recycling Collector Survey to the Morrow County waste shed representative on an annual basis.</p> <p>[Final Order on ASC, Public Services Condition 5]</p>
GEN-PS-02	<p>The certificate holder shall construct turbine towers with no exterior ladders or access to the turbine blades and shall install locked tower access doors. The O&M buildings shall be fenced. The certificate holder shall keep tower access doors and O&M buildings locked at all times, except when authorized personnel are present.</p> <p>[Final Order on ASC, Public Services Condition 11]</p>

GEN-PS-03	<p>Prior to construction and operation of the facility, , the certificate holder must provide employee fire prevention and response training that includes instruction on facility fire hazards, fire safety, emergency notification procedures, use of fire safety equipment, and fire safety rules and regulations. The certificate holder shall notify the department and the first-response agencies listed in the Emergency Management Plan developed to comply with Public Services Condition 13 at least 30 days prior to the annual training to provide an opportunity to participate in the training. Equivalent training shall be provided to new employees or subcontractors working on site that are hired during the fire season. The certificate holder must retain records of the training and provide them to the department upon request.</p> <p>[Final Order on ASC, Public Services Condition 18]</p>
<p>STANDARD: PUBLIC HEALTH AND SAFETY FOR WIND FACILITIES (WF) [OAR 345-024-0010]</p>	
GEN-WF-01	<p>During construction and operation, the certificate holder shall follow manufacturers' recommended handling instructions and procedures to prevent damage to turbine or turbine tower components.</p> <p>[Final Order on ASC, Public Health and Safety Standards for Wind Facilities Condition 3]</p>
GEN-WF-02	<p>The certificate holder shall notify the department, the Morrow County Planning Department and the Umatilla County Planning Department within 72 hours of any accidents including mechanical failures on the site associated with construction or operation of the facility that may result in public health or safety concerns.</p> <p>[Final Order on ASC, Public Health and Safety Standards for Wind Facilities Condition 5]</p>

4.3 Pre-Construction (PRE) Conditions

Condition Number	Pre-Construction (PRE) Conditions
STANDARD: ORGANIZATIONAL EXPERTISE (OE) [OAR 345-022-0010]	
PRE-OE-01	<p>Before beginning construction, the certificate holder shall notify the department of the identity and qualifications of the major design, engineering and construction contractor(s) for the facility. The certificate holder shall select contractors that have substantial experience in the design, engineering and construction of similar facilities. The certificate holder shall report to the department any changes of major contractors.</p> <p>[Final Order on ASC, Organizational Expertise Condition 1]</p>
PRE-OE-02	<p>Before beginning construction, the certificate holder shall notify the department of the identity and qualifications of the construction manager to demonstrate that the construction manager is qualified in environmental compliance and has the capability to ensure compliance with all site certificate conditions.</p> <p>[Final Order on ASC, Organizational Expertise Condition 2]</p>
PRE-OE-03	<p>Prior to construction, the certificate holder shall contractually require all construction contractors and subcontractors involved in the construction of the facility to comply with all applicable laws and regulations and with the terms and conditions of the site certificate. Such contractual provisions shall not operate to relieve the certificate holder of responsibility under the site certificate.</p> <p>[Final Order on ASC, Organizational Expertise Condition 3]</p>
PRE-OE-04	<p>Before beginning construction, the certificate holder shall notify the department before conducting any work on the site that does not qualify as surveying, exploration, or other activities to define or characterize the site. The notice must include a description of the work and evidence that its value is less than \$250,000 or evidence that the certificate holder has satisfied all conditions that are required prior to beginning construction.</p> <p>[Final Order on ASC, Organizational Expertise Condition 4]</p>
PRE-OE-05	<p>Prior to construction, the certificate holder must provide the department and Umatilla and Morrow Counties with the name(s) and location(s) of the aggregate source and evidence of the source's county permit(s).</p> <p>[Final Order on ASC, Organizational Expertise Condition 7]</p>
PRE-OE-06	<p>Before beginning construction on any phase of the facility, the certificate holder must provide evidence to the department and Morrow and Umatilla counties that the third party that will construct, own and operate the interconnection transmission line has obtained all necessary approvals and permits for that interconnection transmission line and that the certificate holder has a contract with the third party for use of the transmission line.</p> <p>[Final Order on ASC, Organizational Expertise Condition 8]</p>

STANDARD: STRUCTURAL (SS) [OAR 345-022-0020]

PRE-SS-01	<p>Before beginning construction, the certificate holder must conduct a site-specific geological and geotechnical investigation, and shall report its findings to DOGAMI and the department. The report shall be used by the certificate holder in final facility layout and design. The department shall review, in consultation with DOGAMI, and confirm that the investigation report includes an adequate assessment of the following information:</p> <ul style="list-style-type: none">• Subsurface soil and geologic conditions of the site boundary• Define and delineate geological and geotechnical hazards, and means to mitigate these hazards• Geotechnical design criteria and data for the turbine foundations, foundations of substations, O&M buildings, roads, and other related and supporting facilities• Design data for installation of underground and overhead collector lines, and overhead transmission lines• Investigation of specific areas with potential for slope instability and landslide hazards. Landslide hazard evaluation shall be conducted by LIDAR and field work, as recommended by DOGAMI• Investigations of the swell and collapse potential of loess soils within the site boundary. <p>[Final Order on ASC, Structural Standard Condition 1]</p>
PRE-SS-02	<p>Prior to construction, the certificate holder shall include as part of the geotechnical investigation required per Structural Standard Condition 1, an investigation of all potentially active faults within the site boundary, including the fault labeled as 2438 on Figures H-1 and H-2 of ASC Exhibit H. The investigation shall include a description of the potentially active faults, their potential risk to the facility, and any additional mitigation that will be undertaken by the certificate holder to ensure safe design, construction, and operation of the facility.</p> <p>[Final Order on ASC, Structural Standard Condition 3]</p>
PRE-SS-03	<p>Prior to construction, the certificate holder shall include as part of the geotechnical investigation required per Structural Standard Condition 1 an investigation of specific areas with potential for slope instability and shall site turbine strings appropriate to avoid potential hazards. The landslide hazards shall be investigated and mapped before final facility layout and design. The landslide hazard evaluation shall be conducted by a combination of LIDAR and field work.</p> <p>[Final Order on ASC, Structural Standard Condition 4]</p>
PRE-SS-04	<p>Prior to construction, the certificate holder shall include as part of the geotechnical investigation required per Structural Standard Condition 1, an investigation of the swell and collapse potential of loess soil in the site boundary. Based on the results of the investigation, the certificate holder shall include mitigation measures including, as necessary, over-excavating and replacing loess soil with structural fill, wetting and compacting, deep foundations, or avoidance of specific areas.</p> <p>[Final Order on ASC, Structural Standard Condition 5]</p>

STANDARD: SOIL PROTECTION (SP) [OAR 345-022-0022]

PRE-SP-01	<p>Prior to beginning construction, the certificate holder shall provide a copy of a DEQ-approved construction Spill Prevention Control and Countermeasures (SPCC) plan, to be implemented during facility construction. The SPCC plan shall include the measures described in Exhibit I of ASC and in the final order approving the site certificate.</p> <p>[Final Order on ASC, Soil Protection Condition 3]</p>
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PRE-SP-02	<p>Prior to construction, the certificate holder shall ensure that the final Revegetation Plan includes a program to protect and restore agricultural soils temporarily disturbed during facility construction. As described in the final order, agriculture soils shall be properly excavated, stored, and replaced by soil horizon. Topsoil shall be preserved and replaced. The Revegetation Plan shall be finalized pursuant to Fish and Wildlife Condition 11.</p> <p>[Final Order on ASC, Soil Protection Condition 4]</p>
PRE-SP-03	<p>Prior to beginning construction of the O&M buildings, the certificate holder shall secure any necessary septic system permits from DEQ. Copies of the necessary permits must be provided to the department prior to beginning construction of the O&M buildings.</p> <p>[Final Order on ASC, Soil Protection Condition 7]</p>
<p>STANDARD: LAND USE (LU) [OAR 345-022-0030]</p>	
PRE-LU-01	<p>Before beginning construction, the certificate holder shall complete the following:</p> <ol style="list-style-type: none"> a. Pay the requisite fee and obtain a Zoning Permit from Morrow County for all facility components sited in Morrow County; and b. Obtain all other necessary local permits, including building permits. <p>[Final Order on ASC, Land Use Condition 3]</p>
PRE-LU-02	<p>Before beginning construction, the certificate holder shall pay the requisite fee and obtain a Conditional Use Permit as required under Morrow County Zoning Ordinance Article 6 Section 6.015.</p> <p>[Final Order on ASC, Land Use Condition 5]</p>
PRE-LU-03	<p>Before beginning construction, the certificate holder shall prepare a Weed Control Plan that is consistent with Morrow and Umatilla County weed control requirements to be approved by the department. The department shall consult with Morrow and Umatilla counties and ODFW. The final plan must be submitted to the department no less than 30 days prior to the beginning of construction. The certificate holder shall implement the requirements of the approved plan during all phases of construction and operation of the facility.</p> <p>[Final Order on ASC, Land Use Condition 6]</p>
PRE-LU-04	<p>Before beginning construction, the certificate holder shall record in the real property records of Morrow County a Covenant Not to Sue with regard to generally accepted farming practices on adjacent farmland.</p> <p>[Final Order on ASC, Land Use Condition 7]</p>
PRE-LU-05	<p>Prior to beginning construction, the certificate holder shall consult with surrounding landowners and lessees and shall consider proposed measures to reduce or avoid any adverse impacts to farm practices on surrounding lands and to avoid any increase in farming costs during construction and operation of the facility. Prior to beginning construction, the certificate holder shall provide evidence of this consultation to the department, Morrow County, and Umatilla County.</p> <p>[Final Order on ASC, Land Use Condition 12]</p>
PRE-LU-06	<p>Before beginning construction, the certificate holder shall work with the Morrow County Road Department to identify specific construction traffic related concerns, and develop a traffic management plan that specifies necessary traffic control measures to mitigate the effects of the temporary increase in traffic. The certificate holder must provide a copy of the traffic management plan to the department and Morrow County, and must implement the traffic management plan during construction.</p> <p>[Final Order on ASC, Land Use Condition 13]</p>

PRE-LU-07	<p>Before beginning construction, the certificate holder must pay the requisite fee(s) and obtain a Zoning Permit(s) from Umatilla County for facility components sited within Umatilla County, including, but not limited to, turbines, substation, O&M building, and the intraconnection line. [Final Order on ASC, Land Use Condition 15]</p>
PRE-LU-08	<p>Prior to facility construction, the certificate holder shall install gates and no trespassing signs at all private access roads established or improved for the purpose of facility construction and operation. [Final Order on ASC, Land Use Condition 18]</p>
PRE-LU-09	<p>Before beginning construction, the certificate holder shall record in the real property records of Umatilla County a Covenant Not to Sue with regard to generally accepted farming practices on adjacent farmland. [Final Order on ASC, Land Use Condition 21]</p>
<p>STANDARD: RETIREMENT AND FINANCIAL ASSURANCE (RT) [OAR 345-022-0050]</p>	
PRE-RF-01	<p>Before beginning construction of the facility, the certificate holder shall submit to the State of Oregon, through the Council, a bond or letter of credit in a form and amount satisfactory to the Council to restore the site to a useful, non-hazardous condition. The certificate holder shall maintain a bond or letter of credit in effect at all times until the facility has been retired. The Council may specify different amounts for the bond or letter of credit during construction and during operation of the facility. [Final Order on ASC, Retirement and Financial Assurance Condition 4] [Mandatory Condition OAR 345-027-0020(8)]</p>

PRE-RF-02

Before beginning construction of the facility, the certificate holder shall submit to the State of Oregon, through the Council, a bond or letter of credit naming the State of Oregon, acting by and through the Council, as beneficiary or payee. The initial bond or letter of credit amount for the facility is \$18.1 million dollars (Q1 2015 dollars), to be adjusted to the date of issuance, and adjusted on an annual basis thereafter, as described in sub-paragraph (b) of this condition:

- (a) The certificate holder may adjust the amount of the initial bond or letter of credit based on the final design configuration of the facility. Any revision to the restoration costs should be adjusted to the date of issuance as described in (b) and subject to review and approval by the Council.
- (b) The certificate holder shall adjust the amount of the bond or letter of credit using the following calculation:
 - (1) Adjust the amount of the bond or letter of credit (expressed in Q1 2015 dollars) to present value, using the U.S. Gross Domestic Product Implicit Price Deflator, Chain-Weight, as published in the Oregon Department of Administrative Services' "Oregon Economic and Revenue Forecast" or by any successor agency and using the first quarter 2015 index value and the quarterly index value for the date of issuance of the new bond or letter of credit. If at any time the index is no longer published, the Council shall select a comparable calculation to adjust first quarter 2015 dollars to present value.
 - (2) Round the result total to the nearest \$1,000 to determine the financial assurance amount.
- (c) The certificate holder shall use an issuer of the bond or letter of credit approved by the Council.
- (d) The certificate holder shall use a form of bond or letter of credit approved by the Council. The certificate holder shall describe the status of the bond or letter of credit in the annual report submitted to the Council under OAR 345-026-0080. The bond or letter of credit shall not be subject to revocation or reduction before retirement of the facility site.

[Final Order on ASC, Retirement and Financial Assurance Condition 5]

STANDARD: FISH AND WILDLIFE HABITAT (FW) [OAR 345-022-0060]

PRE-FW-01	<p>Prior to final site design and facility layout, the certificate holder shall conduct a field-based habitat survey to confirm the habitat categories of all areas that will be affected by facility components, as well as the locations of any sensitive resources such as active raptor and other bird nests. The survey shall be planned in consultation with the department and ODFW, and survey protocols shall be confirmed with the department and ODFW. Following completion of the field survey, and final layout design and engineering, the certificate holder shall provide the department and ODFW a report containing the results of the survey, showing expected final location of all facility components, the habitat categories of all areas that will be affected by facility components, and the locations of any sensitive resources.</p> <p>The report shall also include an updated version of Table FW-1 Potential Temporary and Permanent Impacts by Habitat Category and Type of the final order, showing the acres of expected temporary and permanent impacts to each habitat category, type, and sub-type. The pre-construction survey shall be used to complete final design, facility layout, and micro-siting of facility components. As part of the report, the certificate holder shall include its impact assessment methodology and calculations, including assumed temporary and permanent impact acreage for each transmission structure, wind turbine, access road, and all other facility components. If construction laydown yards are to be retained post construction, due to a landowner request or otherwise, the construction laydown yards must be calculated as permanent impacts, not temporary.</p> <p>In classifying the affected habitat into habitat categories, the certificate holder shall consult with the department and ODFW. The certificate holder shall not begin construction of the facility until the habitat assessment, categorization, and impact assessment has been approved by the department, in consultation with ODFW. The certificate holder shall not construct any facility components within areas of Category 1 habitat and shall avoid temporary disturbance of Category 1 habitat.</p> <p>[Final Order on ASC, Fish and Wildlife Condition 1]</p>
PRE-FW-02	<p>Prior to construction, the certificate holder shall finalize and implement the Wildlife Monitoring and Mitigation Plan (WMMP) provided in Attachment D of this order, based on the final facility design, as approved by the department in consultation with ODFW.</p> <ol style="list-style-type: none">a. The final WMMP must be submitted and ODOE's concurrence received prior to the beginning of construction. ODOE shall consult with ODFW on the final WMMP. The certificate holder shall implement the requirements of the approved WMMP during all phases of construction and operation of the facility.b. The WMMP may be amended from time to time by agreement of the certificate holder and the Oregon Energy Facility Siting Council ("Council"). Such amendments may be made without amendment of the site certificate. The Council authorizes the Department to agree to amendments to this plan. The Department shall notify the Council of all amendments, and the Council retains the authority to approve, reject, or modify any amendment of the WMMP agreed to by the Department. <p>[Final Order on ASC, Fish and Wildlife Habitat Condition 4]</p>
PRE-FW-03	<p>Prior to construction, the certificate holder shall flag all environmentally sensitive areas as restricted work zones. Restricted work zones shall include but not be limited to areas with sensitive or protected plant species, including candidate species, wetlands and waterways that are not authorized for construction impacts, areas with seasonal restrictions, and active state sensitive species bird nests.</p> <p>[Final Order on ASC, Fish and Wildlife Habitat Condition 8]</p>

PRE-FW-04	<p>Before beginning construction the certificate holder shall prepare and receive approval from the department of a final Habitat Mitigation Plan. The final Habitat Mitigation Plan shall be based on the final facility design and shall be approved by the department in consultation with ODFW. The Council retains the authority to approve, reject or modify the final HMP.</p> <ol style="list-style-type: none"> a. The final Habitat Mitigation Plan and the department’s approval must be received prior to beginning construction. The department shall consult with ODFW on the final plan. The certificate holder shall implement the requirements of the approved plan during all phases of construction and operation of the facility. b. The certificate holder shall calculate the size of the habitat mitigation area according to the final design configuration of the facility and the estimated areas of habitat affected in each habitat category, in consultation with the department, as per the pre-construction survey results and impact assessment calculations called for in Fish and Wildlife Condition 1. c. The certificate holder shall acquire the legal right to create, enhance, maintain, and protect the habitat mitigation area, as long as the site certificate is in effect, by means of an outright purchase, conservation easement or similar conveyance and shall provide a copy of the documentation to the department prior to the start of construction. Within the habitat mitigation area, the certificate holder shall improve the habitat quality as described in the final Habitat Mitigation Plan. d. The final HMP shall include an implementation schedule for all mitigation actions, including securing the conservation easement, conducting the ecological uplift actions at the habitat mitigation area, revegetation and restoration of temporarily impacted areas, and monitoring. The mitigation actions shall be implemented according to the following schedule, as included in the HMP: <ol style="list-style-type: none"> i. Restoration and revegetation of temporary construction-related impact area shall be conducted as soon as possible following construction. ii. The certificate holder shall obtain legal authority to conduct the required mitigation work at the compensatory habitat mitigation site before commencing construction. The habitat enhancement actions at the compensatory habitat mitigation site shall be implemented concurrent with construction. e. The final HMP shall include a monitoring and reporting program for evaluating the effectiveness of all mitigation actions, including restoration of temporarily impacted areas and ecological uplift actions at the habitat mitigation area. f. The final HMP shall include mitigation in compliance with the Council’s Fish and Wildlife Habitat standard, including mitigation for temporary impacts to Category 4 habitat (shrub-steppe habitat); and, mitigation for all Category 2 habitat impacts that meet the mitigation goal of no net loss of habitat quality or quantity, plus a net benefit of habitat quality or quantity. g. The final HMP may be amended from time to time by agreement of the certificate holder and the Oregon Energy Facility Siting Council (“Council”). Such amendments may be made without amendment of the site certificate. The Council authorizes the Department to agree to amendments to this plan. The Department shall notify the Council of all amendments, and the Council retains the authority to approve, reject, or modify any amendment of this plan agreed to by the Department. <p>[Final Order on ASC, Fish and Wildlife Habitat Condition 10]</p>
PRE-FW-05	<p>Before beginning construction, the certificate holder shall prepare and receive approval of a final Revegetation Plan, provided as Attachment C to this order, from the department, in consultation with Umatilla and Morrow counties and ODFW. The certificate holder shall implement the requirements of the approved plan during all phases of construction and operation of the facility.</p> <p>[Final Order on ASC, Fish and Wildlife Habitat Condition 11]</p>

STANDARD: THREATENED AND ENDANGERED SPECIES (TE) [OAR 345-022-0070]

PRE-TE-01	<p>Prior to construction, the certificate holder shall determine the boundaries of Category 1 Washington ground squirrel habitat. The certificate holder shall hire a qualified professional biologist who has experience in detection of Washington ground squirrel to conduct pre-construction surveys using a survey protocol approved by the department in consultation with ODFW. The biologist shall survey all areas of suitable habitat within 1,000 feet of any ground disturbing activity. Ground disturbing activity refers to any potential impact, whether permanent or temporary. The protocol surveys shall be conducted in the active squirrel season (March 1 to May 31) prior to construction commencement. The protocol survey is valid for three years. If construction begins within three years of conducting the protocol survey, but not within one year of the protocol survey, the certificate holder shall conduct a pre-construction survey only within areas of suitable Washington ground squirrel habitat where ground disturbing activity would occur.</p> <p>The certificate holder shall provide written reports of the surveys to the department and to ODFW and shall identify the boundaries of Category 1 Washington ground squirrel (WGS) habitat. The certificate holder shall not begin construction within suitable habitat until the identified boundaries of Category 1 WGS habitat have been approved by the department, in consultation with ODFW.</p> <p>The certificate holder shall avoid any permanent or temporary disturbance in all Category 1 WGS habitat. The certificate holder shall ensure that these sensitive areas are correctly marked with exclusion flagging and avoided during construction.</p> <p>[Final Order on ASC, Threatened and Endangered Species Condition 1]</p>
PRE-TE-02	<p>In accordance with Fish and Wildlife Condition 3, prior to construction, the certificate holder shall finalize and implement the Wildlife Monitoring and Mitigation Plan (WMMP) provided in Attachment D of this order, based on the final facility design, as approved by the department in consultation with ODFW. The final WMMP shall include a program to monitor potential impacts from facility operation on Washington ground squirrel. Monitoring shall be of any known colonies and shall be completed on the same schedule as the raptor nest monitoring for the facility. The monitoring surveys shall include returning to the known colonies to determine occupancy and the extent of the colony as well as a general explanation of the amount of use at the colony. If the colony is not found within the known boundary of the historic location a survey 500 feet out from the known colony will be conducted to determine if the colony has shifted over time. Any new colonies that are located during other monitoring activities, such as raptor nest monitoring surveys, shall be documented and the extent of those colonies should be delineated as well. These newly discovered colonies shall also be included in any future WGS monitoring activities.</p> <p>[Final Order on ASC, Threatened and Endangered Species Condition 2]</p>
PRE-TE-03	<p>To avoid potential impacts to Laurent's milkvetch, the certificate holder must:</p> <ol style="list-style-type: none">i. Conduct preconstruction plant surveys for Laurent's milkvetch. If the species is found to occur, the certificate holder must install protection flagging around the plant population and avoid any ground disturbance within this zone.ii. Ensure that any plant protection zone established under (a) above is included on construction plans showing the final design locations.iii. If herbicides are used to control weeds, the certificate holder shall follow the manufacturer's guidelines in establishing a buffer area around confirmed populations of Laurent's milkvetch. Herbicides must not be used within the established buffers. <p>[Final Order on ASC, Threatened and Endangered Species Condition 3]</p>

STANDARD: HISTORIC, CULTURAL, AND ARCHAEOLOGICAL RESOURCES (HC) [OAR 345-022-0090]

PRE-HC-01	<p>Before beginning construction, the certificate holder shall provide to the department a map showing the final design locations of all components of the facility, the areas that will be temporarily disturbed during construction and the areas that were surveyed in 2013-14 for historic, cultural, and archaeological resources.</p> <p>[Final Order on ASC, Historic, Cultural, and Archeological Resources Condition 1]</p>
PRE-HC-02	<p>Before beginning construction, the certificate holder shall mark the buffer areas established under Historic, Cultural, and Archeological Resources Condition 3 for all identified historic, cultural, or archaeological resource sites (including those of unknown age) on construction maps and drawings as “no entry” areas. A copy of current maps and drawings must be maintained onsite during construction and made available to the department upon request.</p> <p>[Final Order on ASC, Historic, Cultural, and Archeological Resources Condition 2]</p>
PRE-HC-03	<p>Before beginning construction, the certificate holder shall ensure that a qualified archeologist, as defined in OAR 736-051-0070, trains construction contractors on how to identify sensitive historic, cultural, and archaeological resources present onsite and on measures to avoid accidental damage to identified resource sites. Records of such training must be maintained onsite during construction, and made available to the department upon request.</p> <p>[Final Order on ASC, Historic, Cultural, and Archeological Resources Condition 4]</p>

STANDARD: PUBLIC SERVICES (PS) [OAR 345-022-0110]

PRE-PS-01	<p>Prior to construction, the certificate holder shall prepare a Traffic Management Plan that includes the procedures and actions described in this order and the mitigation measures identified in ASC Exhibit U, Section 3.5.4. The plan shall be approved by the department in consultation with the appropriate transportation service providers. The plan shall be maintained onsite and implemented throughout construction of the facility.</p> <p>In addition, the certificate holder shall include the following information in the plan:</p> <ul style="list-style-type: none">a. Procedures to provide advance notice to all affected local jurisdictions and adjacent landowners of construction deliveries and the potential for heavy traffic on local roads;b. A policy of including traffic control procedures in contract specifications for construction of the facility;c. Procedures to maintain at least one travel lane at all times to the extent reasonably possible so that roads will not be closed to traffic because of construction vehicles;d. A policy of ensuring that no equipment or machinery is parked or stored on any county road whether inside or outside the site boundary. The certificate holder may temporarily park equipment off the road but within county rights-of-way with the approval of the Morrow County and Umatilla County Public Works Departments;e. A policy to encourage and promote carpooling for the construction workforce; andf. Procedures to keep state highways and county roads free of gravel that may be tracked out on intersecting roads at facility access points. <p>[Final Order on ASC, Public Services Condition 6]</p>
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PRE-PS-02	<p>Before beginning construction, the certificate holder must enter into Road Use Agreements with the Morrow County and Umatilla County Public Works Departments. The Agreements must include, at a minimum, a pre-construction assessment of road surfaces under Morrow County and Umatilla County jurisdiction, construction monitoring, and post-construction inspection and repair. A copy of the Road Use Agreements with Morrow County and Umatilla County must be submitted to the department before beginning construction. If required by Morrow County or Umatilla County, the certificate holder shall post bonds to ensure funds are available to repair and maintain roads affected by the facility.</p> <p>[Final Order on ASC, Public Services Condition 7]</p>
PRE-PS-03	<p>The certificate holder shall design and construct new access roads and private road improvements to standards approved by Umatilla County or Morrow County. Where modifications of county roads are necessary, the certificate holder shall construct the modifications entirely within the county road rights-of-way and in conformance with county road design standards subject to the approval of the Umatilla County and Morrow County Public Works Departments.</p> <p>[Final Order on ASC, Public Services Condition 8]</p>
PRE-PS-04	<p>Before beginning construction, the certificate holder shall submit to the Federal Aviation Administration (FAA) and the Oregon Department of Aviation an FAA Form 7460-1 Notice of Proposed Construction or Alteration for each turbine. Before beginning construction, the certificate holder shall submit to the department the results of the Oregon Department of Aviation aeronautical study and determination. If the department, in consultation with the Oregon Department of Aviation, determines that any turbine would adversely impact an airport's ability to provide service by obstructing the airport's primary or horizontal surface, the department, in consultation with the Oregon Department of Aviation and the certificate holder, shall determine appropriate mitigation, if any, prior to construction.</p> <p>[Final Order on ASC, Public Services Condition 9]</p>

PRE-PS-05	<p>Prior to construction, the certificate holder shall prepare an Emergency Management Plan that includes the procedures and actions described in this order and in ASC Exhibit U. The certificate holder shall submit the plan to ODOE for review and approval in consultation with the appropriate local fire protection districts (including the City of Heppner Volunteer Fire Department, Lone Rural Fire Protection District, and Echo Rural Fire Protection District) prior to construction. The plan shall be maintained onsite and implemented throughout construction and operation of the facility. Any updates to the plan shall be provided to the department within 30 days. All onsite workers shall be trained on the fire prevention and safety procedures contained in the plan prior to working on the facility.</p> <p>Additional information that shall be included in the plan:</p> <ol style="list-style-type: none"> a. Current contact information of at least two facility personnel available to respond on a 24-hour basis in case of an emergency on the facility site. The contact information must include name, telephone number(s), physical location, and email address for the listed contact(s). An updated list must be provided to the fire protection agencies immediately upon any change of contact information. A copy of the contact list, and any updates as they occur, must also be provided to the Department, along with a list of the agencies that received the contact information. b. Identification of agencies that participated in developing the plan; c. Identification of agencies that are designated as first response agencies or are included in any mutual aid agreements with the facility; d. A list of any other mutual aid agreements or fire protection associations in the vicinity of the facility; e. Contact information for each agency listed above; f. Communication protocols for both routine and emergency events and the incident command system to be used in the event a fire response by multiple agencies is needed at the facility; g. Access and fire response at the facility site during construction and operations. Fire response plans during construction should address regular and frequent communication amongst the agencies regarding the number and location of construction sites within the site boundary, access roads that are completed and those still under construction, and a temporary signage system until permanent addresses and signs are in place; h. The designated meeting location in case of evacuation; i. Staff training requirements; and <p>Copies of mutual aid, fire protection association, or other agreements entered into concerning fire protection at the facility site.</p> <p>[Final Order on ASC, Public Services Condition 13]</p>
PRE-PS-06	<p>Before beginning construction, the certificate holder shall develop and implement, or require its contractors to develop and implement, a site health and safety plan that informs workers and others onsite about first aid techniques and what to do in case of an emergency. The health and safety plan will include preventative measures, important telephone numbers, the locations of onsite fire extinguishers, and the names, locations and contact information of nearby hospitals. All onsite workers shall be trained in safety and emergency response, as per the site health and safety plan. The site health and safety plan must be updated on an annual basis, maintained throughout the construction and operations and maintenance phases of the facility, and available upon request by the department.</p> <p>[Final Order on ASC, Public Services Condition 20]</p>

PRE-PS-07	<p>Before beginning construction, the certificate holder shall ensure that all construction workers are certified in first aid, cardio pulmonary resuscitation (CPR), and the use of an automated external defibrillator (AED). The certificate holder must retain records of the certifications and provide them to the department upon request. The certificate holder shall also ensure that an AED is available onsite at all times that construction activities are occurring.</p> <p>[Final Order on ASC, Public Services Condition 21]</p>
<p>STANDARD: WASTE MINIMIZATION (WM,) [OAR 345-022-0120]</p>	
PRE-WM-01	<p>Prior to construction, the certificate holder shall develop a construction waste management plan, to be implemented during all phases of facility construction, which includes at a minimum the following details:</p> <ol style="list-style-type: none"> a. Specification of the number and types of waste containers to be maintained at construction sites and construction yards b. Description of waste segregation methods for recycling or disposal. c. Names and locations of appropriate recycling and waste disposal facilities, collection requirements, and hauling requirements to be used during construction. <p>The certificate holder shall maintain a copy of the construction waste management plan onsite and shall provide to the department a report on plan implementation in the 6-month construction report required pursuant to OAR 345-026-0080(1)(a).</p> <p>[Final Order on ASC, Waste Minimization Condition 2]</p>
PRE-WM-02	<p>Prior to construction, the certificate holder shall investigate and confirm that no surface waters, shallow groundwater, or drinking water sources will be adversely impacted by the usage of concrete washout water in the foundations of facility components, and shall submit an investigation report to the department. Prior to construction, the department, in consultation with DEQ, shall review the results of the investigation report and shall verify that the plan to dispose of concrete washout water in the foundations of facility components is unlikely to adversely impact surface waters, shallow groundwater, or drinking water sources. The applicant's investigation shall be based on the anticipated final facility layout and design. If the results of the investigation show that the proposed concrete washout water disposal method would cause adverse impacts to surface water, shallow groundwater, or drinking water sources, the applicant shall propose mitigation measures to reduce potential impacts, for review and approval by the department in consultation with DEQ, prior to construction.</p> <p>[Final Order on ASC, Waste Minimization Condition 3]</p>
<p>STANDARD: SITING STANDARDS FOR TRANSMISSION LINES (TL) [OAR 345-024-0090]</p>	
PRE-TL-01	<p>Prior to construction, the certificate holder shall schedule a time to brief the OPUC Safety, Reliability, and Security Division (Safety) Staff as to how it will comply with OAR Chapter 860, Division 024 during design, construction, operations, and maintenance of the facilities.</p> <p>[Final Order on ASC, Siting Standard Condition 2]</p>

STANDARD: NOISE CONTROL REGULATION (NC) [OAR 345-035-0035]

PRE-NC-01

Prior to construction, the certificate holder shall provide to the department:

- a. Information that identifies the final design locations of all facility components to be built at the facility;
- b. The maximum sound power level for the facility components and the maximum sound power level and octave band data for the turbine type(s) and transformers selected for the facility based on manufacturers' warranties or confirmed by other means acceptable to the department;
- c. The results of the noise analysis of the final facility design performed in a manner consistent with the requirements of OAR 340-035-0035(1)(b)(B) (iii)(IV) and (VI). The analysis must demonstrate to the satisfaction of the department that the total noise generated by the facility (including turbines and transformers) would meet the ambient noise degradation test and maximum allowable test at the appropriate measurement point for all potentially-affected noise sensitive properties, or that the certificate holder has obtained the legally effective easement or real covenant for expected exceedances of the ambient noise degradation test described (d) below. The analysis must also identify the noise reduction operation (NRO) mode approach that will be used during facility operation and include a figure that depicts the turbines that will be operating in NRO mode and the associated dBA reduction level; and,
- d. For each noise-sensitive property where the certificate holder relies on a noise waiver to demonstrate compliance in accordance with OAR 340-035-0035(1)(b)(B)(iii)(III), a copy of the legally effective easement or real covenant pursuant to which the owner of the property authorizes the certificate holder's operation of the facility to increase ambient statistical noise levels L_{10} and L_{50} by more than 10 dBA at the appropriate measurement point. The legally effective easement or real covenant must: include a legal description of the burdened property (the noise sensitive property); be recorded in the real property records of the county; expressly benefit the property on which the wind energy facility is located; expressly run with the land and bind all future owners, lessees or holders of any interest in the burdened property; and not be subject to revocation without the certificate holder's written approval.

[Final Order on ASC, Noise Control Condition 2]

4.4 Construction (CON) Conditions

Condition Number	Construction (CON) Conditions
STANDARD: SOIL PROTECTION (SP) [OAR 345-022-0022]	
CON-SP-01	<p>During construction, the certificate holder shall conduct all work in compliance with a final Erosion and Sediment Control Plan (ESCP) that is satisfactory to the Oregon Department of Environmental Quality as required under the National Pollutant Discharge Elimination System Construction Stormwater Discharge General Permit 1200-C.</p> <p>[Final Order on ASC, Soil Protection Condition 1]</p>
CON-SP-02	<p>During construction, the erosion and sediment control best management practices and measures as described in ASC Exhibit I, Section 5.2 and listed in the final order approving the site certificate shall be included and implemented as part of the final ESCP.</p> <p>[Final Order on ASC, Soil Protection Condition 2]</p>
STANDARD: LAND USE (LU) [OAR 345-022-0030]	
CON-LU-01	<p>During construction, the certificate holder shall comply with the following requirements:</p> <ol style="list-style-type: none"> Construction vehicles shall use previously disturbed areas including existing roadways and tracks. Temporary construction yards and laydown areas shall be located within the future footprint of permanent structures to the extent practicable. New, permanent roadways will be the minimum width allowed while still being consistent with safe use and satisfying county road and safety standards. Underground communication and electrical lines will be buried within the area disturbed by temporary road widening to the extent practicable. <p>[Final Order on ASC, Land Use Condition 8]</p>
CON-LU-02	<p>During construction, the certificate holder shall install smooth turbine tower structures and turbine nacelles that lack perching or nesting opportunities for birds.</p> <p>[Final Order on ASC, Land Use Condition 17]</p>
CON-LU-03	<p>During construction, the certificate holder shall install the electrical cable collector system underground, where practicable. In agricultural areas, the collector system lines must be installed at a depth of 3 feet or deeper as necessary to prevent adverse impacts on agriculture operations. In all other areas, the collector system lines must be installed a minimum of 3 feet where practicable.</p> <p>[Final Order on ASC, Land Use Condition 19]</p>
STANDARD: FISH AND WILDLIFE HABITAT (FW) [OAR 345-022-0060]	
CON-FW-01	<p>No construction shall occur in mule deer winter range during winter, defined as December 1 to March 31. Mule deer winter range is based on data to be provided by ODFW at the time of construction.</p> <p>[Final Order on ASC, Fish and Wildlife Habitat Condition 3]</p>

CON-FW-02	<p>During construction within the time periods listed below, the certificate holder shall implement buffer zones around nest sites of the species listed below. No ground-disturbing activities within the buffer zone shall occur during the seasonal restrictions. The construction workforce and facility employees must be provided maps with the locations of the buffer zones and be instructed to avoid ground-disturbing activity within the buffer zone during construction activities.</p> <p>[Final Order on ASC, Fish and Wildlife Habitat Condition 5]</p>
CON-FW-03	<p>During construction, the certificate holder shall employ a qualified environmental professional to provide environmental training to all personnel prior to working onsite, related to sensitive species present onsite, precautions to avoid injuring or destroying wildlife or sensitive wildlife habitat, exclusion areas, permit requirements and other environmental issues. All personnel shall be given clear maps showing areas that are off-limits for construction, and shall be prohibited from working outside of the areas in the site boundary that have been surveyed and approved for construction. The certificate holder shall instruct construction personnel to report any injured or dead wildlife detected while on the site to the appropriate onsite environmental manager. Records of completed training shall be maintained onsite and made available to the department upon request.</p> <p>[Final Order on ASC, Fish and Wildlife Habitat Condition 7]</p>
CON-FW-04	<p>During construction, the certificate holder shall employ at a minimum one environmental inspector to be onsite daily. The environmental inspector shall oversee permit compliance and construction, and ensure that known sensitive environmental resources are protected. The environmental inspector shall prepare a weekly report during construction, documenting permit compliance and documenting any corrective actions taken. Reports shall be kept on file and available for inspection by the department upon request.</p> <p>[Final Order on ASC, Fish and Wildlife Habitat Condition 9]</p>
<p>STANDARD: HISTORIC, CULTURAL, AND ARCHAEOLOGICAL RESOURCES (HC) [OAR 345-022-0090]</p>	
CON-HC-01	<p>Immediately prior to construction activities, the certificate holder must flag or otherwise mark a 200-foot avoidance buffer around historic archaeological sites, as identified by the maps and drawings prepared in accordance with Historic, Cultural, and Archeological Resources Conditions 1 and 2. No disturbance is allowed within the buffer zones. For historic archaeological sites, an archeological monitor must be present if construction activities are required within 200-feet of sites identified as potentially eligible for listing on the National Register of Historic Places (NRHP). The certificate holder may use existing private roads within the buffer areas but may not widen or improve private roads within the buffer areas. The no-entry restriction does not apply to public road rights-of-way within buffer areas. Flagging or marking should be removed immediately upon cessation of activities in the area that pose a threat of disturbance to the site being protected.</p> <p>[Final Order on ASC, Historic, Cultural, and Archeological Resources Condition 3]</p>

CON-HC-02	<p>During construction, the certificate holder shall ensure that construction personnel cease all ground-disturbing activities in the immediate area if any archeological or cultural resources are found during construction of the facility until a qualified archeologist can evaluate the significance of the find. The certificate holder shall notify the department and the Oregon State Historic Preservation Office (SHPO) of the find. If ODOE, in consultation with SHPO, determines that the resource meets the definition of an archaeological object, archaeological site, or is eligible or likely to be eligible for listing on the (NRHP), the certificate holder shall, in consultation with the department, SHPO, interested Tribes and other appropriate parties, make recommendations to the Council for mitigation, including avoidance, field documentation and data recovery. The certificate holder shall not restart work in the affected area until the department, in consultation with SHPO, agree that the certificate holder has demonstrated that it has complied with archeological resources protection regulations.</p> <p>[Final Order on ASC, Historic, Cultural, and Archeological Resources Condition 5]</p>
STANDARD: PUBLIC SERVICES (PS) [OAR 345-022-0110]	
CON-PS-01	<p>During construction, the certificate holder shall include the following additional measures in the construction waste management plan required by Waste Minimization Condition 2:</p> <ol style="list-style-type: none"> a. Recycling steel and other metal scrap. b. Recycling wood waste. c. Recycling packaging wastes such as paper and cardboard. d. Collecting non-recyclable waste for transport to a local landfill by a licensed waste hauler or by using facility equipment and personnel to haul the waste. Waste hauling by facility personnel within Morrow County shall be performed in compliance with the Morrow County Solid Waste Management Ordinance, which requires that all loads be covered and secured. e. Segregating all hazardous and universal wastes such as used oil, oily rags and oil-absorbent materials, mercury-containing lights and lead-acid and nickel-cadmium batteries for disposal by a licensed firm specializing in the proper recycling or disposal of hazardous and universal wastes. f. Discharging concrete truck rinse-out within foundation holes, completing truck wash-down off-site, and burying other concrete waste as fill on-site whenever possible. <p>[Final Order on ASC, Public Services Condition 3]</p>
CON-PS-02	<p>During construction of the facility, the certificate holder shall provide for 24-hour on-site security, and shall establish effective communications between on-site security personnel and the Morrow County Sheriff's Office and Umatilla County Sheriff's Office.</p> <p>[Final Order on ASC, Public Services Condition 10]</p>
CON-PS-03	<p>During construction of the facility, the certificate holder shall ensure that turbine construction personnel are trained and equipped for fall protection, high angle, and confined space rescue. The certificate holder must retain records of the training and provide them to the department upon request.</p> <p>[Final Order on ASC, Public Services Condition 14]</p>
CON-PS-04	<p>During construction, the certificate holder shall design turbines to be constructed on concrete pads with a minimum of 10 feet of nonflammable and non-erosive ground cover on all sides. The certificate holder shall cover turbine pad areas with nonflammable, non-erosive material immediately following exposure during construction and shall maintain the pad area covering during facility operation.</p> <p>[Final Order on ASC, Public Services Condition 16]</p>

CON-PS-05	<p>During construction the certificate holder must maintain an area clear of vegetation for fire prevention around construction sites, including turbines and towers and any areas where work includes welding, cutting, grinding, or other flame- or spark-producing operations.</p> <p>[Final Order on ASC, Public Services Condition 17]</p>
<p>STANDARD: WASTE MINIMIZATION (WM) [OAR 345-022-0120]</p>	
CON-WM-01	<p>During construction, the certificate holder shall require construction contractors to complete the following for any off-site disposal of excess soil during construction activities:</p> <ul style="list-style-type: none"> a. Obtain and provide the certificate holder with a signed consent agreement between contractor and the party receiving the earth materials authorizing the acceptance and disposal of the excess soil; and, b. Confirm that all disposal sites have been inspected and approved by the certificate holder's environmental personnel to ensure that sensitive environmental resources, such as wetlands or high quality habitats, would not be impacted. <p>The certificate holder shall maintain copies of all signed consent agreements and disposal site inspection and approvals onsite and shall provide to the department in the 6-month construction report required pursuant to OAR 345-026-0080(1)(a).</p> <p>[Final Order on ASC, Waste Minimization Condition 1]</p>
<p>STANDARD: PUBLIC HEALTH AND SAFETY FOR WIND FACILITIES (WF) [OAR 345-024-0010]</p>	
CON-WF-01	<p>During construction, the certificate holder shall install pad-mounted step-up transformers at the base of each tower in steel boxes designed to protect the public from electrical hazards.</p> <p>[Final Order on ASC, Public Health and Safety Standards for Wind Facilities Condition 1]</p>
CON-WF-02	<p>During construction, the certificate holder shall install and maintain self-monitoring devices on each turbine, linked to sensors at the operations and maintenance building, connected to a fault annunciation panel or supervisory control and data acquisition (SCADA) system to alert operators to potentially dangerous conditions. The certificate holder shall maintain automatic equipment protection features in each turbine that would shut down the turbine and reduce the chance of a mechanical problem causing a fire. The certificate holder shall immediately remedy any dangerous conditions.</p> <p>[Final Order on ASC, Public Health and Safety Standards for Wind Facilities Condition 4]</p>

STANDARD: SITING STANDARDS FOR TRANSMISSION LINES (TL) [OAR 345-024-0090]

CON-TL-01

During construction, the certificate holder shall take reasonable steps to reduce or manage human exposure to electromagnetic fields, including:

- a. Constructing all aboveground collector and transmission lines at least 200 feet from any residence or other occupied structure, measured from the centerline of the transmission line.
 - b. Constructing all aboveground 34.5-kV transmission lines with a minimum clearance of 25 feet from the ground.
 - c. Constructing all aboveground 230-kV transmission lines with a minimum clearance of 30 feet from the ground.
 - d. Developing and implementing a program that provides reasonable assurance that all fences, gates, cattle guards, trailers, irrigation systems, or other objects or structures of a permanent nature that could become inadvertently charged with electricity are grounded or bonded throughout the life of the line (OAR 345-027-0023(4)).
 - e. Providing to landowners a map of underground and overhead transmission lines on their property and advising landowners of possible health and safety risks from induced currents caused by electric and magnetic fields.
 - f. Designing and maintaining all transmission lines so that alternating current electric fields do not exceed 9 kV per meter at one meter above the ground surface in areas accessible to the public.
 - g. Increasing the intraconnection transmission line height, shielding the electric field, or installing access barriers, if needed, to prevent induced current and nuisance shock of mobile vehicles.
 - h. Designing and maintaining all transmission lines so that induced voltages during operation are as low as reasonably achievable.
 - i. Designing, constructing and operating the transmission line in accordance with the requirements of the 2012 Edition of the National Electrical Safety Code approved on June 3, 2011 by the American National Standards Institute (OAR 345-027-0023(4)).
 - j. Implement a safety protocol to ensure adherence to NESC grounding requirements [Final Order on ASC, Siting Standard Condition 1]
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STANDARD: NOISE CONTROL REGULATION (NC) [OAR 345-035-0035]

CON-NC-01

During construction, to reduce construction noise impacts at nearby residences, the certificate holder shall:

- a. Establish and enforce construction site and access road speed limits;
- b. Utilize electrically-powered equipment instead of pneumatic or internal combustion powered equipment, where feasible;
- c. Locate material stockpiles and mobile equipment staging, parking, and maintenance areas as far as practicable away from noise sensitive properties;
- d. Utilize noise-producing signals, including horns, whistles, alarms, and bells for safety warning purposes only;
- e. Equip all noise-producing construction equipment and vehicles using internal combustion engines with mufflers, air-inlet silencers where appropriate, and any other shrouds, shields, or other noise-reducing features in good operating condition that meet or exceed original factory specification. Mobile or fixed "package" equipment (e.g., arc-welders, air compressors) shall be equipped with shrouds and noise control features that are readily available for that type of equipment; and,
- f. Establish a noise complaint response system. All construction noise complaints will be logged within 48 hours of issuance. The construction supervisor shall have the responsibility and authority to receive and resolve noise complaints. A clear appeal process to the owner shall be established prior to the start of construction that will allow for resolution of noise problems that cannot be resolved by the site supervisor in a reasonable period of time. Records of noise complaints during construction must be made available to authorized representatives of the department upon request.

[Final Order on ASC, Noise Control Condition 1]

4.5 Pre-Operational (PRO) Conditions

Condition Number	Pre-Operational (PRO) Conditions
STANDARD: SOIL PROTECTION (SP) [OAR 345-022-0022]	
PRO-SP-01	<p>Prior to beginning facility operation, the certificate holder shall provide the department a copy of a DEQ-approved operational SPCC plan, if determined to be required by DEQ. If an SPCC plan is not required by DEQ, the certificate holder shall prepare and submit to the department for review and approval an operational Spill Prevention and Management plan. The Spill Prevention and Management Plan shall include at a minimum the following procedures and BMPs:</p> <ul style="list-style-type: none"> • Procedures for oil and hazardous material emergency response consistent with OAR 340, Division 142 • Procedures demonstrating compliance with all applicable local, state, and federal environmental laws and regulations for handling hazardous materials used onsite in a manner that protects public health, safety, and the environment • Current inventory (type and quantity) of all hazardous materials stored onsite, specifying the amounts at each O&M building • Restriction limiting onsite storage of diesel fuel or gasoline • Requirement to store lubricating and dielectric oils in quantities equal to or greater than 55-gallons in qualified oil-filled equipment • Preventative measures and procedures to avoid spills <ul style="list-style-type: none"> ○ Procedures for chemical storage ○ Procedures for chemical transfer ○ Procedures for chemical transportation ○ Procedures for fueling and maintenance of equipment and vehicles ○ Employee training and education • Clean-up and response procedures, in case of an accidental spill or release • Proper storage procedures <p>Reporting procedures in case of an accidental spill or release [Final Order on ASC, Soil Protection Condition 5]</p>
STANDARD: PUBLIC SERVICES (PS) [OAR 345-022-0110]	
PRO-PS-01	<p>Prior to operation of the facility, the certificate holder shall ensure that operations personnel are trained and equipped for fall protection and tower rescue, including high angle and confined space rescue. Refresher training in high angle and confined space rescue must be provided to operations personnel on an annual basis throughout the operational life of the facility. The certificate holder must retain records of the training and provide them to the department upon request. [Final Order on ASC, Public Services Condition 15]</p>
PRO-PS-02	<p>Before beginning operation of the facility, the certificate holder must provide a final site plan to the identified fire protection districts and first-responders included in the Emergency Management Plan. The certificate holder must indicate on the site plan the identification number assigned to each turbine and the actual location of all facility structures. The certificate holder shall provide an updated site plan if additional turbines or other structures are later added to the facility. [Final Order on ASC, Public Services Condition 19]</p>

PRO-PS-03	Prior to operation, the certificate holder must ensure that operations personnel remain current in their first aid/CPR/AED certifications throughout the operational life of the facility. The certificate holder must retain records of the certifications and provide them to the department upon request. The certificate holder shall also ensure that an AED is available onsite at all times that operations and maintenance personnel are at the facility. [Final Order on ASC, Public Services Condition 22
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4.6 Operational (OPR) Conditions

Condition Number	Operational (OPR) Conditions
STANDARD: GENERAL STANDARD OF REVIEW (GS) [OAR 345-022-0000]	
OPR-GS-01	<p>The certificate holder shall submit a legal description of the site to the Oregon Department of Energy within 90 days after beginning operation of the facility. The legal description required by this rule means a description of metes and bounds or a description of the site by reference to a map and geographic data that clearly and specifically identify the outer boundaries that contain all parts of the facility.</p> <p>[Final Order on ASC, Mandatory Condition 1 [OAR 345-027-0020(2)]]</p>
STANDARD: SOIL PROTECTION (SP) [OAR 345-022-0022]	
OPR-SP-01	<p>During facility operation, the certificate holder shall:</p> <ol style="list-style-type: none"> Routinely inspect and maintain all facility components including roads, pads, and other facility components and, as necessary, maintain or repair erosion and sediment control measures and reduce potential facility contribution to erosion. Restrict vehicles to constructed access roads, and ensure material laydown or other maintenance activities occur within graveled areas or within the maintenance area of the O&M buildings to avoid unnecessary compaction, erosion, or spill risk to the area surrounding the facility. If in order to serve the operational needs of the energy facility, or related and supporting facilities, the certificate holder intends to substantially modify an existing road or construct a new road, the certificate holder must submit and receive Council approval of an amendment to the site certificate prior to the modification or construction. <p>[Final Order on ASC, Soil Protection Condition 6]</p>
STANDARD: LAND USE (LU) [OAR 345-022-0030]	
OPR-LU-01	<p>Within one month of commencement of commercial operation, the certificate holder shall submit an as-built survey for each construction phase that demonstrates compliance with the setback requirements in Land Use Condition 1 to the department and Morrow County.</p> <p>[Final Order on ASC, Land Use Condition 2]</p>
OPR-LU-02	<p>During operation of the facility, the certificate holder shall restore areas that are temporarily disturbed during facility maintenance or repair activities using the same methods and monitoring procedures described in the final Revegetation Plan referenced in Fish and Wildlife Condition 11.</p> <p>[Final Order on ASC, Land Use Condition 10]</p>
OPR-LU-03	<p>Before beginning decommissioning activities, the certificate holder must provide a copy of the final retirement plan to Morrow County and Umatilla County.</p> <p>[Final Order on ASC, Land Use Condition 23]</p>
OPR-LU-04	<p>Before beginning electrical production, the certificate holder shall prepare an Operating and Facility Maintenance Plan (Plan) and submit the Plan to the department for approval in consultation with Umatilla and Morrow Counties.</p> <p>[Final Order on ASC, Land Use Condition 25]</p>

OPR-LU-05	<p>Within 90 days of the commencement of electrical service from Wheatridge East, the certificate holder shall provide a summary of as-built changes to the department and Umatilla County. [Final Order on ASC, Land Use Condition 26]</p>
OPR-LU-06	<p>Prior to facility retirement, the certificate holder must include the following minimum restoration activities in the proposed final retirement plan it submits to the Council pursuant to OAR 345-027-0110 or its equivalent:</p> <ol style="list-style-type: none"> 1. Dismantle turbines, towers, pad mounted transformers, meteorological towers and related aboveground equipment, and remove concrete pads to a depth of at least three feet below the surface grade. 2. Remove underground collection and communication cables that are buried less than three feet in depth and are deemed by Council to be a hazard or a source of interference with surface resource uses. 3. Remove gravel from areas surrounding turbine pads. 4. Remove and restore private access roads unless the landowners directs otherwise. 5. Following removal of facility components, grade disturbed areas as close as reasonably possible to the original contours and restore soils to a condition compatible with farm uses or other resources uses. 6. Revegetate disturbed areas in consultation with the land owner and in a manner consistent with the final Revegetation Plan referenced in Fish and Wildlife Condition 11. 7. If the landowner wishes to retain certain facilities, provide a letter from the land owner that identifies the roads, cleared pads, fences, gates and other improvements to be retained and a commitment from the land owner to maintain the identified facilities for farm or other purposes permitted under the applicable zone. <p>[Final Order on ASC, Land Use Condition 27]</p>
STANDARD: PUBLIC SERVICES (PS) [OAR 345-022-0110]	
OPR-PS-01	<p>During operation of the facility, the certificate holder shall discharge sanitary wastewater generated at the O&M buildings to licensed on-site septic systems in compliance with State permit requirements. The certificate holder shall design each septic system for a discharge capacity of less than 2,500 gallons per day. [Final Order on ASC, Public Services Condition 1]</p>
OPR-PS-02	<p>Except as provided in this condition, during facility operation, the certificate holder shall obtain water for on-site uses from on-site wells located near the O&M buildings. The certificate holder shall construct on-site wells subject to compliance with the provisions of ORS 537.765 relating to keeping a well log. The certificate holder shall not use more than 5,000 gallons of water per day from each of the two on-site wells. The certificate holder may obtain water from other sources for on-site uses subject to prior approval by the Department. [Final Order on ASC, Public Services Condition 2]</p>

OPR-PS-03	<p>During operation, the certificate holder shall implement a waste management plan that includes but is not limited to the following measures:</p> <ol style="list-style-type: none"> a. Training employees to minimize and recycle solid waste. b. Recycling paper products, metals, glass, and plastics. c. Recycling used oil and hydraulic fluid. d. Collecting non-recyclable waste for transport to a local landfill by a licensed waste hauler or by using facility equipment and personnel to haul the waste. Waste hauling by facility personnel within Morrow County shall be performed in compliance with the Morrow County Solid Waste Management Ordinance, which requires that all loads be covered and secured. e. Segregating all hazardous and universal, non-recyclable wastes such as used oil, oily rags and oil-absorbent materials, mercury-containing lights and lead-acid and nickel-cadmium batteries for disposal by a licensed firm specializing in the proper recycling or disposal of hazardous and universal wastes. <p>[Final Order on ASC, Public Services Condition 4]</p>
OPR-PS-04	<p>During operation, the certificate holder shall ensure that appropriate law enforcement agency personnel have an up-to-date list of the names and telephone numbers of facility personnel available to respond on a 24-hour basis in case of an emergency at the facility site.</p> <p>[Final Order on ASC, Public Services Condition 12]</p>
STANDARD: PUBLIC HEALTH AND SAFETY FOR WIND FACILITIES (WF) [OAR 345-024-0010]	
OPR-WF-01	<p>During operation, the certificate holder shall ensure each facility substation is enclosed with appropriate fencing and locked gates to protect the public from electrical hazards.</p> <p>[Final Order on ASC, Public Health and Safety Standards for Wind Facilities Condition 2]</p>

STANDARD: SITING STANDARDS FOR TRANSMISSION LINES (TL) [OAR 345-024-0090]

OPR-TL-01

During operation, the certificate holder shall:

- (1) Update the OPUC Safety Staff as to how the operator will comply with OAR Chapter 860, Division 024 on an ongoing basis considering future operations, maintenance, emergency response, and alterations until facility retirement.
- (2) File the following required information with the Commission:
 - a. 758.013 Operator of electric power line to provide Public Utility Commission with safety information; availability of information to public utilities. (1) Each person who is subject to the Public Utility Commission's authority under ORS 757.035 and who engages in the operation of an electric power line as described in ORS 757.35 must provide the commission with the following information before January 2 of each even-numbered year:
 - i. The name and contact information of the person that is responsible for the operation and maintenance of the electric power line, and for ensuring that the electric power line is safe, on an ongoing basis; and
 - ii. The name and contact information of the person who is responsible for responding to conditions that present an imminent threat to the safety of employees, customers and the public.
 - iii. In the event that the contact information described in subsection (1) of this section changes or that ownership of the electric power line changes, the person who engages in the operation of the electric power line must notify the commission of the change as soon as practicable, but no later than within 90 days.
 - iv. If the person described in subsection (1) of this section is not the public utility, as defined in ORS 757.005, in whose service territory the electric power line is located, the commission shall make the information provided to the commission under subsection (1) of this section available to the public utility in whose service territory the electric power line is located. [2013 c.235 §3]
- (3) Provide OPUC Safety Staff with:
 - a. Maps and Drawings of routes and installation of electrical supply lines showing:
 - Transmission lines and structures (over 50,000 Volts)
 - Distribution lines and structures - differentiating underground and overhead lines (over 600 Volts to 50,000 Volts)
 - Substations, roads and highways
 - Plan and profile drawings of the transmission lines (and name and contact information of responsible professional engineer).

[Final Order on ASC, Siting Standard Condition 3]

STANDARD: NOISE CONTROL REGULATION (NC) [OAR 345-035-0035]

OPR-NC-01

During operation of the facility, the certificate holder shall only operate the facility in the NRO mode that is identified prior to construction pursuant to Noise Control Condition 2. After beginning operation of the facility, the certificate holder shall include a certification in its annual Compliance Report that the NRO mode turbines identified in the preconstruction analysis required by Noise Control Condition 2 are operating at or below the identified dBA reduction level.

[Final Order on ASC, Noise Control Condition 3]

<p>OPR-NC-02</p>	<p>During operation, the certificate holder shall maintain a complaint response system to address noise complaints. The certificate holder shall notify the department within two working days of receiving a noise complaint related to the facility. The notification should include, but is not limited to, the date the certificate holder received the complaint, the nature of the complaint, the complainant's contact information, the location of the affected property, and any actions taken, or planned to be taken, by the certificate holder to address the complaint.</p> <p>[Final Order on ASC, Noise Control Condition 4]</p>
<p>OPR-NC-03</p>	<p>During operation, in response to a complaint from the owner of a noise sensitive property regarding noise levels from the facility, the Council may require the certificate holder to monitor and record the statistical noise levels to verify that the certificate holder is operating in compliance with the noise control regulations. The monitoring plan must be reviewed and approved by the department prior to implementation. The cost of such monitoring, if required, shall be borne by the certificate holder.</p> <p>[Final Order Noise Control Condition 5]</p>

4.7 Retirement Conditions (RET)

Condition Number	Retirement (RET) Conditions
STANDARD: RETIREMENT AND FINANCIAL ASSURANCE (RT) [OAR 345-022-0050]	
RET-RF-01	<p>The certificate holder must retire the facility in accordance with a retirement plan approved by the Council if the certificate holder permanently ceases construction or operation of the facility. The retirement plan must describe the activities necessary to restore the site to a useful, nonhazardous condition, as described in OAR 345-027-0110(5). After Council approval of the plan, the certificate holder must obtain the necessary authorization from the appropriate regulatory agencies to proceed with restoration of the site.</p> <p>[Final Order Retirement and Financial Assurance Condition 2] [Mandatory Condition OAR 345-027-0020(9)]</p>
RET-RF-02	<p>The certificate holder is obligated to retire the facility upon permanent cessation of construction or operation. If the Council finds that the certificate holder has permanently ceased construction or operation of the facility without retiring the facility according to a final retirement plan approved by the Council, as described in OAR 345-027-0110, the Council must notify the certificate holder and request that the certificate holder submit a proposed final retirement plan to the department within a reasonable time not to exceed 90 days. If the certificate holder does not submit a proposed final retirement plan by the specified date, the Council may direct the department to prepare a proposed final retirement plan for the Council's approval.</p> <p>Upon the Council's approval of the final retirement plan, the Council may draw on the bond or letter of credit described in OAR 345-027-0020(8) to restore the site to a useful, nonhazardous condition according to the final retirement plan, in addition to any penalties the Council may impose under OAR Chapter 345, Division 29. If the amount of the bond or letter of credit is insufficient to pay the actual cost of retirement, the certificate holder must pay any additional cost necessary to restore the site to a useful, nonhazardous condition. After completion of site restoration, the Council must issue an order to terminate the site certificate if the Council finds that the facility has been retired according to the approved final retirement plan.</p> <p>[Final Order Retirement and Financial Assurance Condition 3] [Mandatory Condition OAR 345-027-0020(16)]</p>

5.0 Successors and Assigns

To transfer this site certificate or any portion thereof or to assign or dispose of it in any other manner, directly or indirectly, the certificate holder shall comply with OAR 345-027-0100.

6.0 Severability and Construction

If any provision of this agreement and certificate is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and conditions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the agreement and certificate did not contain the particular provision held to be invalid.

7.0 Execution

This site certificate may be executed in counterparts and will become effective upon signature by the Chair of the Energy Facility Siting Council and the authorized representative of the certificate holder

IN WITNESS THEREOF, this site certificate has been executed by the State of Oregon, acting by and through the Energy Facility Siting Council, and by Wheatridge Wind Energy, LLC.

ENERGY FACILITY SITING COUNCIL

B _____

Oregon Energy Facility Siting Council

Date: July 27, 2017

WHEATRIDGE WIND ENERGY, LLC

By: 
John Donato, Vice President
Development, NextEra Energy Resources,
LLC, on behalf of Wheatridge Wind Energy,
LLC

Date: 

Attachment A
Facility Site Boundary Map
(ASC Exhibit C, Figure C-2)

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C:_proj_001\001\Wheatridge_Wind_Energy_LandOwnershipMap\Wheatridge_FAC_Site_Boundary_11/11/20111110.mxd - Last Saved 11/09/2014

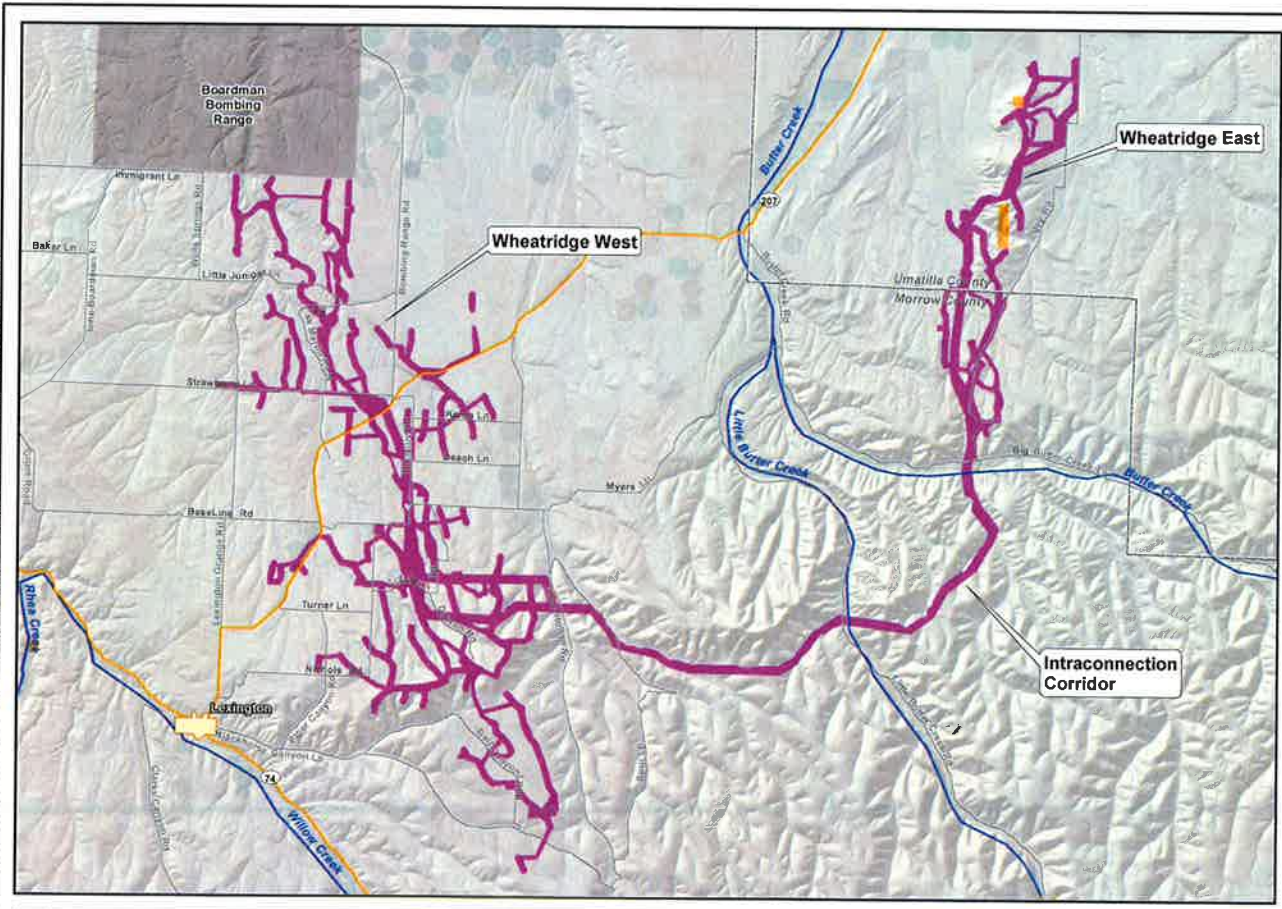



Figure C-2
Wheatridge Wind Energy Facility
 Facility Location

 Morrow and Umatilla Counties, OR
 December 2014

- Site Boundary
- County Boundary
- City/Town
- State Highway
- Local Road
- River/Stream
- Land Ownership**
- Bureau of Land Management
- Private
- Dept of Defense

1:135,000 WGS84 UTM 11
 0 1 2 4 6 8 10 12 14 16 18 20 Miles
 Data Sources: Wheatridge Wind Energy: site boundary / ESRI: roads, cities, political boundaries, hydrography / Oregon BLM: land ownership / USDA NAIP: aerial imagery



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6/21/18

Morrow County Fair Report:

Fair Dates for 2018: August 13-19

Premium Books are out and are in various locations around the county.

The online registration for open class entries will be ready beginning July 1.

I have the county website up to date with the current sponsors, fair schedules and premium book pages.

Our clean-up/set-up day will be on August 4th from 9-12

We have almost all of our judges for 4-H and Open Class confirmed and contracts back in from them.

We have our weekly entertainment for fair set up and confirmed which will consist of: bounce houses, OMSI, and an arcade room. We have Trevor Tagle coming for music Wednesday night and Nate Botsford on Thursday night. We added a chili cook-off on Friday.

We do have a full 7 member board.

The building and arenas are seeing good usage.

We have our next board meeting scheduled for July 10 @ 6:30 in Heppner where we will meet with 4-H Leaders, Superintendents, FFA Leaders & possibly a member from the Livestock committee. The goal for this meeting is to make sure all entities involved with fair are on the same sheet and to do a walk-through of the grounds.

2018 Fair and Rodeo Schedule

Monday, July 9

4-H Fair registrations due at 4-H EXTENSION Office ~~~~~ 4:30PM

Wednesday, July 25

4-H Measuring Contest, Quick & Easy Ground Beef Contest 4-H ANNEX ~~~~~ 9:00AM

4-H Presentations at Fairgrounds, Fair Pavilion ~~~~~ 9:00AM

Wednesday, August 1

All OPEN CLASS LIVESTOCK & SMALL ANIMAL registrations due at FAIR office ~~~~~ 5:00PM

Saturday, August 4

Fair Clean Up Day ~~~~~ 9:00AM-12:00PM

Saturday, August 11

4-H Horse Exhibitor meeting, followed by Horse Show & Gaming @ Fairgrounds ~~~~~ 7:30AM

Monday, August 13

4-H Fashion Revue and My Favorite Outfit Judging @ HES ~~~~~ 10:00AM-5:00PM

Open Class exhibits accepted (EXCEPT FLOWERS, FRUITS & VEGIES) ~~~~~ 1:00-8:00PM

4-H Home Economics and Expressive Arts exhibits Accepted ~~~~~ 3:00-8:00PM

Open Class FLOWERS, FRUITS & VEGIES accepted ~~~~~ 5:00-8:00PM

All inside and outside booths set up ~~~~~ 9:00AM-8:00PM

Tuesday, August 14

Open Class Flowers, Fruits & Veggies accepted ~~~~~ 8:00-10:00AM

~~~~~ **BUILDING CLOSED TO THE PUBLIC** ~~~~~ 9:00AM-7:00PM

**JUDGING FOR OPEN CLASS AND 4-H** ~~~~~ 9:00AM-5:00PM

(4-H Interview Judging-Home Economics & Expressive Arts; Button Sewing; Clothing; Foods & 4-H Table Setting)

**FAIR OPENS FOR THE PUBLIC EVERYDAY AT 8:00 AM - 10:00PM**

## Wednesday, August 15

### KIDS FUN ZONE~ARCADE ROOM~OMSI

Weigh-In of Market Sheep, Goat and Swine ~~~~~ 7:00-10:00AM

Weigh-In of Market Beef ~~~~~ 8:00-10:00AM

Small and Large Animals accepted ~~~~~ 8:00-10:00AM

4-H Foods Contests ~~~~~ 10:00AM-5:00PM

FFA Tractor Driving ~~~~~ 10:00AM

4-H/FFA Small Animal Conformation and Showmanship ~~~~~ 11:30AM

4-H/FFA Livestock Exhibitor Meeting, Wilkinson arena ~~~~~ 2:00PM

4-H/FFA Livestock Contest Judging ~~~~~ 2:30PM

Market Livestock Photos **ALL SPECIES** ~~~~~ 4:00PM

RDO Equipment Pedal Power Tractor Pull ~~~~~ 5:00PM

Pee Wee My Favorite Outfit ~~~~~ 6:30PM

4-H Public Fashion Revue ~~~~~ 7:00PM

Paradise Rose Chuckwagon Dinner and live music featuring Trevor Tagle ~~~~~ 7:00-10:00 PM

**ALL OPEN CLASS ANIMAL EVENTS FOLLOW 4-H/FFA**

**FAIR OPENS FOR THE PUBLIC EVERYDAY AT 8:00 AM-10:00 PM**

**Thursday, August 16**

**KIDS FUN ZONE~ARCADE ROOM~OMSI**

|                                                                                 |                 |
|---------------------------------------------------------------------------------|-----------------|
| 4-H/FFA Livestock Exhibitor and Advisor Meeting, Wilkinson Arena                | 7:15AM          |
| 4-H Foods Contests                                                              | 9:00AM-4:00PM   |
| 4-H/FFA Conformation Judging SWINE                                              | 8:00AM          |
| 4-H/FFA Conformation Judging SHEEP                                              | 9:00AM          |
| 4-H/FFA Conformation Judging GOAT                                               | following sheep |
| 4-H/FFA Conformation Judging BEEF                                               | 1:00PM          |
| Talent Show ( <i>open to the public</i> )                                       | 3:00PM          |
| Ice Cream Social sponsored by Tillamook and Columbia River Processing           | 3:00PM          |
| FFA Floral Design                                                               | 4:00PM          |
| Grand Champion Market Animal Drives:                                            | 5:00PM          |
| ~~~~~ <b>ORDER: SHEEP, SWINE, BEEF, GOAT (ALL IN THE WILKINSON ARENA)</b> ~~~~~ |                 |
| Murray's Wine & Micro-Brew Tasting & live music featuring Nate Botsford         | 6:00-10:00PM    |
| <b>ALL OPEN CLASS ANIMAL EVENTS FOLLOW 4-H/FFA</b>                              |                 |

**Friday, August 17**

**KIDS FUN ZONE~ARCADE ROOM~OMSI**

***Open Class Premiums paid 9-12 and 1-3 in Fair Office (excludes livestock/small animals)***

|                                                                  |                              |
|------------------------------------------------------------------|------------------------------|
| 4-H/FFA Livestock Exhibitor and Advisor Meeting, Wilkinson Arena | 7:15AM                       |
| FFA Swine Showmanship followed by 4-H                            | 8:00AM                       |
| 4-H Goat Showmanship followed by FFA ( <i>in SHEEP BARN</i> )    | 9:00AM                       |
| 4-H Sheep Showmanship followed by FFA ( <i>in SHEEP BARN</i> )   | 9:30AM                       |
| Pee-Wee Showmanship-Sheep/Goats                                  | to follow sheep showmanship  |
| Wine & design                                                    | 12:00PM                      |
| FFA Beef Showmanship followed by 4-H                             | 1:00PM                       |
| Chili Cook-off sampling                                          | 3:00PM                       |
| FFA Master Showmanship followed by 4-H                           | 3:30PM                       |
| Pee-Wee Showmanship-Swine & Beef                                 | to follow Master Showmanship |
| Greased Pig Contest                                              | 6:00PM                       |
| OTPR Rodeo Performance                                           | 7:00PM                       |

**Saturday, August 18**

**KIDS FUN ZONE~ARCADE ROOM~OMSI**

|                                                         |         |
|---------------------------------------------------------|---------|
| Morrow County Fair and Rodeo Parade, Downtown           | 10:00AM |
| Buyers Appreciation Lunch                               | 12:00PM |
| FFA Awards Program                                      | 1:15PM  |
| Youth Livestock Auction, Wilkinson Arena                | 2:00PM  |
| ~~~~~ <b>SALE ORDER: SWINE, BEEF, SHEEP, GOAT</b> ~~~~~ |         |
| OTPR Rodeo Performance                                  | 7:00PM  |

**Sunday, August 19**

|                                                       |                |
|-------------------------------------------------------|----------------|
| Track/Cross Country Fund-raiser Breakfast             | 6:00AM         |
| 4-H/FFA & Open Class Livestock/Small Animals released | 7:00AM-11:00AM |
| 4-H/FFA Annex & Open Class Exhibits released          | 7:00AM-11:00AM |
| 4-H State Fair Entries Prepped & DUE in Annex         | 9:00AM-11:00AM |
| Commercial Entries & Booths released                  | 9:00AM         |
| Morrow County Rodeo                                   | 1:15PM         |

## ROAD REPORT JUNE 2018

**SPRING BLADING:** Spring blading is winding down. Routes are finished. Blade operators are responding to trouble spots around the county.

**LEXINGTON AIRPORT:** We have finished sub-grade and paving is complete. Preparations are being made for the aircraft tie-down system. The marking and stripping phase is being scheduled.

**LEXINGTON SAND SHED:** Excavation and footings are complete. Wall forms are in place and pouring will begin this week.

**TOWER ROAD PROJECT:** Crew members removed two cattle guards and prepared the area for paving. The cattle guards are no longer necessary and the motoring public will appreciate the upgraded driving surface. We have begun paving a two mile section that will encompass the cattle guard section.

**BOARDMAN SHOP:** Grade work is being done to achieve elevations acceptable for security fences around the new facility property.

**IONE-BOARDMAN:** prep work for road stabilization material has been completed. Contractors placed material to further prepare the surface for paving this summer.

**LAURAL & WILSON:** Installation of the guard rail system has been completed.

**ROAD SIGNS:** Repair or replacement of road signs continue to be made as time allows.

**PERMITS:** Listed below are permits applied for and approved for the month of June:

|     |                     |                |          |                   |           |
|-----|---------------------|----------------|----------|-------------------|-----------|
| 233 | 662 Wilson Lane     | Darren J. Cook | Approach |                   | 6/4/2018  |
| ONB | Columbia Blvd/Ln    | Ardis Arbuckle | Utility  | Telephone Duct    | 6/4/2018  |
| ONC | 816 Depot Lane      | CenturyLink    | Utility  | Telephone - fiber | 6/11/2018 |
| OND | 818 Division Road   | CenturyLink    | Utility  | Telephone - fiber | 6/11/2018 |
| ONE | 777 West 4th Street | CenturyLink    | Utility  | Telephone - fiber | 6/11/2018 |





## Administration

P.O. Box 788 • Heppner OR 97836  
(541) 676-2529 Fax (541) 676-5619

Darrell Green  
County Administrator  
dgreen@co.morrow.or.us

**TO:** Board of Commissioners  
**FROM:** Darrell Green, County Administrator  
**DATE:** June 27th, 2018  
**RE:** Administrator Monthly Report for June 2018

Below are the highlights for the month of June

1. North Morrow County Facility- on June 13<sup>th</sup> we had a work session meeting with Judge Spicer to learn more about the needs of the Justice Court for the new building.
2. Committees and Boards-
  - a) MCCEDTF Meeting on June 5<sup>th</sup> – Redefined the purpose of their group and changed their name to Morrow County Economic Development Group. Focusing on the buildable lands and housing analysis.
  - b) Fair Board meeting June 11<sup>th</sup>- We did a walk around the grounds to see what needed to be completed before the Fair. Excellent teamwork! Ann keeps this group focused.
3. Other Buildings:
  - a) Gilliam Bisbee- We are posting a public notice to give away the remaining furniture in the Gilliam Bisbee building on July 13<sup>th</sup>. We are partnering with CCS in this effort to advertise and staff the event.
  - b) Lower Bartholomew remodel- I have asked Crow Engineering for a layout of moving the lower conference room out about 7 feet to widen the future HR office space, currently the breakroom by 7 feet to accommodate 2 offices. The breakroom would move to the far north corner where there is a storage room.
  - c) Upper Bartholomew remodel- reviewing our options to have a wall between Administration and the Health Department for HIPAA reasons.
4. Collective Bargaining Agreement(s)- We had our first meeting on June 7<sup>th</sup> and the next one is scheduled for July 31<sup>st</sup>.
5. Retirement plan revisions- Kate, Karen continue to work diligently to identify costs and opportunities of our current plan along with how we will move forward with a new plan.
6. Other projects-

- a) Recruitment of a new HR manager!! Advertising started on June 20<sup>th</sup> and the first review date will be July 6<sup>th</sup>. The interview panel will consist of Chair Russell, Undersheriff Bowles, Public Works Director Matt Scrivner, Finance Director Kate Knop and myself.
- b) Fleet management
- c) Rodeo and Fair
- d) Policy updates
- e) Cost savings
- f) Fee schedule

Sincerely,



Darrell J Green