



# Crook County Regular Court Meeting

Wednesday, October 19, 2022 at 9:00 am

**Crook County Annex I 320 NE Court St. I Prineville OR**

Members of the public and media are welcome to attend in person with social distancing or via WebEx:

- Phone: 1-408-418-9388
- Access Code: 126 538 6281
- Meeting Password: jEnpYBs933

*(Public comment will take place at the beginning of the County Court Meetings)*

## OPENING ITEMS

### 1. Consent Agenda

*(Routine matters which are not expected to generate discussion and are approved in a single vote. Any member of the Court may request removal of an item for separate discussion or vote.)*

- Approve Minutes of October 4, 2022 and October 11, 2022 Work Session and October 5, 2022 Regular Meeting**
- Approve Bill of Sale of Book Mobile for Crook County to Wheeler County**
- Approve IGA #169507-10**

### 2. Discussion

- Consider Price Quotes for Demolition of Dunham Street Property**

Requester: Joe Viola

- Approve Order 2022-51, Adopting Crook County Safety Committee Operating Charter**

Requester: Lindsay Azavedo

- Landfill Track Loader Cab Repair/Replacement**

Requester: Eric Blaine & Jeff Merwin

*\*The Court may add additional items arising too late to be part of this Agenda. Agenda items may be rearranged to make the best use of time.*

*\*The meeting location is accessible to persons with disabilities. If additional*

*accommodations are required, please submit your request 48 hours prior to the meeting by contacting County Administration at 541-447-6555.*

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Contact: Seth Crawford (seth.crawford@co.crook.or.us (541) 447-6555) | Agenda published on  
10/11/2022 at 9:27 AM

**CROOK COUNTY COURT MINUTES  
OF OCTOBER 4, 2022 WORK SESSION  
Open Portion**

**Be It Remembered** that the Crook County Court met in a regularly scheduled Work Session on October 4, 2022, at 9:00 a.m. in the Administration Conference room located at 203 NE Court Street, Prineville, Oregon 97754.

Court Members Present: Judge Seth Crawford, Commissioner Jerry Brummer and Commissioner Brian Barney

Absentees: None

Others Present in Person or Via WebEx: Legal Counsels Eric Blaine and John Eisler; Administration Executive Assistant Amy Albert; Legal Assistant Lindsay Azevedo; Director Will VanVactor; Manager Tim Deboodt; Code Compliance Louis Seals; Kelly Coffelt and Chris Gannon.

**WORK SESSION**

Agenda Item #1, Water Quality Project Update: Chris Gannon from Crooked River Watershed Council and Sean Gibbs from Mount Hood Environmental attended today's meeting to discuss the Lower Crooked River Water Quality Monitoring Project. The purpose of the project is to monitor the nutrients entering Lake Billy Chinook from the Crooked River, as the nutrients are disproportionate to the amount of water contributed by the river. Research found that nitrate concentration varied seasonally leading to the need for more research. The current research findings will be released to the public.

At 9:15 a.m. the Court read into Executive Session under the following statute(s): ORS 192.660(2)(h) Consulting with Counsel concerning the legal rights and duties of a public body with regard to current litigation or litigation likely to be filed and ORS 192.660(2)(e) For the purpose of conducting deliberations with persons designated by the governing body to negotiate real property transactions.

**EXECUTIVE SESSION**

At the conclusion of the Executive Session, the County Court convened back into Open Session, inviting members of the public into the meeting room.

**MOTION** to direct realtor of record to correspond with counter party as discussed in executive session. Motion seconded. No further discussion. Motion carried 3-0.

**MOTION** to direct staff to correspond with counter party as discussed in executive session. Motion seconded. No further discussion. Motion carried 3-0. There being no further business before the Court, the meeting was **adjourned at 10 a.m.**

Respectfully submitted,

**Amy Albert**

**CROOK COUNTY COURT MINUTES  
OF OCTOBER 11, 2022 WORK SESSION  
Open Portion**

**Be It Remembered** that the Crook County Court met in a regularly scheduled Work Session on October 11, 2022, at 9:00 a.m. in the Administration Conference room located at 203 NE Court Street, Prineville, Oregon 97754.

Court Members Present: Judge Seth Crawford, Commissioner Jerry Brummer and Commissioner Brian Barney

Absentees: None

Others Present in Person or Via WebEx: Legal Counsels Eric Blaine and John Eisler; Administration Executive Assistant Amy Albert; Legal Assistant Lindsay Azevedo; Road Master Bob O'Neal; Shop Superintendent James Staniford; Director Will VanVactor; Budget Analyst Jamie Berger; Assessor Jon Soliz and Andy Parks.

**WORK SESSION**

Agenda Item #1, TSR North Continuance Request: Community Development Director Will VanVactor received a request from Merissa Moeller to continue the TSR North hearing October 19<sup>th</sup> until January 18, 2023.

**MOTION** to continue TSR North land use appeal to January 18, 2023, at 9:30 a.m. at the County meeting room located at 320 NE Court Street. Motion seconded. No further discussion. Motion carried 3-0.

Agenda Item #2, Community Development Update: Community Development Director Will VanVactor updated the Court on planning and building, stating each department was slowing down. However, recently there have been more code compliance complaints filed than in previous months.

Agenda Item #3, HB 2174 Secure Rural Schools Funding Process: County Counsel Eric Blaine presented HR 2174 a method for secure rural school's funds which could be allocated into three types of public entities. After reviewing the three options, 451 seems like the best option for the County. Before any decisions are made Mr. Blaine will research the ethic rules and where the money can be spent.

**EXECUTIVE SESSION**

None Scheduled

There being no further business before the Court, the meeting was **adjourned at 9:30 a.m.**

Respectfully submitted,

**Amy Albert**

**CROOK COUNTY COURT MINUTES  
OF OCTOBER 5, 2022 REGULAR MEETING  
Open Portion**

**Be It Remembered** that the Crook County Court met in a Regular Court meeting on October 5, 2022, at 9:00 a.m. in the County meeting room located at 320 NE Court Street, Prineville, Oregon 97754.

Court Members Present: Judge Seth Crawford, Commissioner Jerry Brummer and Commissioner Brian Barney

Absentees: None

Others Present in Person or Via WebEx: Legal Counsels Eric Blaine and John Eisler; Administration Executive Assistants Amy Albert; Legal Assistant Lindsay Azevedo; Clerk Cheryl Seely; Director Will VanVactor; Manager Brent Bybee; Manager Casey Daly; Director Kim Barber; Andy Parks and members of the public.

**REGULAR SESSION**

The meeting was **called to order at 9:00 a.m.**

Public Comment:

**MOTION** to approve the Consent Agenda as presented. Motion seconded. No discussion. Motion carried 3-0.

Appearances / Item #9: Kasey Every from Central Oregon Pee Wee Rodeo attended today's meeting to request the County waive facility fees for the 2022 rodeo season. Central Oregon Pee Wee Rodeo hosted two rodeos at the Crook County Fairgrounds.

**MOTION** to approve fee waiver request for Central Oregon Pee Wee Rodeo. Motion seconded. No further discussion. Motion carried 3-0.

Discussion item #10: County Clerk Cheryl Seely attended today's meeting for the appointment of the 2022-2023 Crook County Board of Property Tax Appeals pool one and two. County Court approved the recommended appointments.

**MOTION** to approve Order 2022-46. Motion seconded. No further discussion. Motion carried 3-0.

Discussion item #12: Planning Manager Brent Bybee requested the Court approve a private road naming. The road only effects the individual who requested the road naming. Community Development received no comments on the road naming.

Public hearing: Monty Kurtz asked if there would be a public access request to the land owned by the BLM and State. Mr. Bybee stated a request has not been made at this time.

**MOTION** to approve Order 2022-50 for a private road naming in Crook County. Motion seconded. No further discussion. Motion carried 3-0.

Discussion item #13: The following changes have been proposed to the Crook County fee schedule, eliminating fees associated with faxes at the library and decreasing certain fees in the Clerk's Office for printing.

Public hearing: No comment.

**MOTION** to approve Order 2022-05, Amendment 2 fee schedule changes for calendar year 2022-2023. Motion seconded. No further discussion. Motion carried 3-0.

### **EXECUTIVE SESSION**

None Scheduled

There being no further business before the Court, the meeting was **adjourned at 9:20 a.m.**

Respectfully submitted,

**Amy Albert**

## BILL OF SALE

This Bill of Sale is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2022, by and between Wheeler County, a political subdivision of the State of Oregon (the “Buyer”), and Crook County, a political subdivision of the State of Oregon (the “Seller”).

### Recitals:

- A. WHEREAS, Seller is the owner of a 2004 Bluebird Bus (VIN 1BDJDCOA74F216687), which is no longer needed for Seller’s purposes; and
- B. WHEREAS, Buyer is a unit of local government involved in providing public health, law enforcement, emergency management, and related services; and
- C. WHEREAS, Seller wishes to sell to Buyer all of Seller’s right, title, and interest in and to the vehicle as listed and described on the attached DMV Bill of Sale, Form 501 (hereinafter the “Vehicle,”) and Buyer wishes to accept the transfer of the Vehicle from Seller.

### Agreement:

***Now, therefore,*** in consideration of good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Buyer and Seller, intending to be legally bound, agree as follows:

- 1. Adoption of Recitals: The above recitals are incorporated into and made a part of this Bill of Sale, as terms of the transaction and not as mere recitals.
- 2. Consideration:
  - a. Seller has determined that the Vehicle is no longer needed for Seller’s purposes.
  - b. Buyer warrants and represents that it will use the Vehicle in the conduct of its public service functions, as it may determine in its sole discretion. These functions may include but not be limited to emergency management activities, search and rescue activities, law enforcement, or to sell or trade the Vehicle to advance Buyer’s public service functions.
- 3. Sale of Vehicle: Effective as of the date hereof, Seller hereby conveys, grants, bargains, sells, transfers, and delivers to Buyer, to have and to hold forever, all of Seller’s rights, title, and interest in and to the described Vehicle.
- 4. No Additional Warranties or Obligations: This Bill of Sale shall not be construed as creating any separate warranties or obligations in addition to those expressly contained herein.
- 5. Vehicle Conveyed “As Is:” Buyer agrees that full inspection of the Vehicle has been made and that Seller shall not be held to any covenant respecting the condition of said Vehicle. Buyer is acquiring the property “AS IS” and Seller makes no representations or warranties except as to title as set forth herein. Without limiting the generality of the foregoing, Buyer

acknowledges that it has made its own independent investigation respecting the Vehicle and will be relying entirely thereon. Buyer may not rely upon any representation of any party whether or not such party purports to act on behalf of Seller, unless the representation is expressly set forth herein or in a subsequent document executed by Seller. All representations, warranties, understandings, and agreements between Buyer and Seller are merged herein and shall not survive closing.

6. Choice of Law: This Bill of Sale shall be governed by and construed in accordance with the law of the State of Oregon, with venue located in Crook County.

7. Successors and Assigns: This Bill of Sale shall be binding upon and inure to the benefit of the parties hereto and their permitted successors and assigns.

8. Attorney Fees: In the event of an action, lawsuit, or proceeding, including any appeal therefrom, is brought for failure to observe any of the terms of this Agreement, each party shall bear its own attorney fees, expenses, costs and disbursements for said action, lawsuit, proceeding, or appeal.

IN WITNESS WHEREOF, the parties hereto have executed this Bill of Sale as of the date first set forth above.

**Seller:**

CROOK COUNTY

\_\_\_\_\_  
Seth Crawford, County Judge

Date: \_\_\_\_\_

\_\_\_\_\_  
Jerry Brummer, County Commissioner

Date: \_\_\_\_\_

\_\_\_\_\_  
Brian Barney, County Commissioner

Date: \_\_\_\_\_

**Buyer:**

WHEELER COUNTY

By: \_\_\_\_\_

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

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

Date: \_\_\_\_\_



# Crook County Counsel's Office

Mailing: 300 NE Third St., Prineville, OR 97754

• Phone: 541-416-3919

Physical: 301 NE 3<sup>rd</sup> St., Ste 200, Prineville, OR 97754

• Fax: 541-447-6705



## MEMO

TO: Crook County Court

FROM: Eric Blaine, County Counsel

DATE: October 6, 2022

RE: *IGA #169507: Financing of Public Health (Am #10)*  
Our File No.: HEALTH 57(I)

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Crook County's omnibus public health funding agreement was executed in July last year, and has been the subject of several amendments thus far. Attached is a proposed tenth amendment, which restates and changes several of the program elements, and which increases total funding by \$66,782.63. The funding increases are limited to five specific program elements: Community Chronic Disease Prevention; Tobacco Prevention Education Program; Public Health Practice – Immunization Services; Reproductive Health Community Participation and Assurance of Access; and Overdose Prevention.

Regarding the changes to the program elements themselves, such changes apply to the following: State Support for Public Health; Tobacco Prevention Education Program; Immunization Services; Reproductive Health; Safe Drinking Water Program; and Overdose Prevention.

Only the Tobacco and Overdose program elements receive both increases in funding, and are subject to changes to their terms.

Many of the changes appear to be of modest, even negligible effect. For instance, PE # 01 State Support for Public Health changes the previous statement regarding "individuals involved in the criminal justice system" with new language regarding "individuals involved in the carceral system...." Since such individuals are merely one group out of several identified (others include homeless persons and "other vulnerable populations at high risk for Covid-19") in that paragraph, it is doubtful that the County's provision of services would change at all. Why OHA would like to make such a change as shown by this example is not made apparent.

Other changes include removing entire paragraphs, or large portions of remaining paragraphs, from the program elements – for instance, the "Case Investigation and Contact Tracing" section of Program Element #01 once included eight sub-paragraphs. In this amendment, four of those sub-paragraphs are deleted.

The Health Department and Legal Department have both reviewed the updated scope of work, and although the changes might be numerous, neither has spotted anything which would prevent execution of the amendment.

Please let us know if you have any questions.

**Please place this memo and the attached document(s) on the Wednesday, October 19, 2022, County Court Agenda as a CONSENT ITEM, for approval and signatures.**

Agreement #169507



**TENTH AMENDMENT TO OREGON HEALTH AUTHORITY  
2021-2023 INTERGOVERNMENTAL AGREEMENT FOR THE  
FINANCING OF PUBLIC HEALTH SERVICES**

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

This Tenth Amendment to Oregon Health Authority 2021-2023 Intergovernmental Agreement for the Financing of Public Health Services, effective July 1, 2021, (as amended and restated the "Agreement"), is between the State of Oregon acting by and through its Oregon Health Authority ("OHA") and Crook County, ("LPHA"), the entity designated, pursuant to ORS 431.003, as the Local Public Health Authority for Crook County.

**RECITALS**

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

WHEREAS, OHA and LPHA wish to modify the Fiscal Year 2023 (FY23) Financial Assistance Award set forth in Exhibit C of the Agreement.

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

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

**AGREEMENT**

1. This Amendment is effective on August 1, 2022, regardless of the date this amendment has been fully executed with signatures by every Party and when required, approved by the Department of Justice. However, payments may not be disbursed until the Amendment is fully executed.
2. The Agreement is hereby amended as follows:
  - a. Exhibit A “Definitions”, Section 18 “Program Element” is amended to modify the certain line items titles and funding source identifiers as follows, deleted language is ~~struck through~~ and new language is **bold and underlined**:

PE NUMBER AND TITLE • SUB-ELEMENT(S)	FUND TYPE	FEDERAL AGENCY/ GRANT TITLE	CFDA#	HIPAA RELATED (Y/N)	SUB-RECIPIENT (Y/N)
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**PE 43 – Immunization Services**

<b><u>PE 43-01 Immunization Services</u></b>	<b><u>FF</u></b>	<b><u>CDC/Immunization Cooperative Agreements</u></b>	<b><u>93.268</u></b>	<b><u>N</u></b>	<b><u>Y</u></b>
<b><u>PE 43-02 Wallowa County and School Law</u></b>	<b><u>GF</u></b>	<b><u>N/A</u></b>	<b><u>N/A</u></b>	<b><u>N</u></b>	<b><u>N</u></b>
<b><u>PE 43-06 CARES Flu</u></b>	<b><u>FF</u></b>	<b><u>CDC/Immunization and Vaccines for Children</u></b>	<b><u>93.268</u></b>	<b><u>N</u></b>	<b><u>Y</u></b>
<b><u>PE 43-07 School Law</u></b>	<b><u>GF</u></b>	<b><u>N/A</u></b>	<b><u>N/A</u></b>	<b><u>N</u></b>	<b><u>N</u></b>

**PE 46 – Reproductive Health**

<b><u>PE 46-05 RH Community Access</u></b>	<b><u>GF</u></b>	<b><u>DHHS/Family Planning Services</u></b>	<b><u>N/A</u></b> <b><u>93.217</u></b>	<b><u>N</u></b>	<b><u>N</u></b>
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- b. Exhibit B Program Element Descriptions are either added or modified as stated by Attachment A attached hereto and incorporated herein by this reference:
  - c. Section 1 of Exhibit C of the Agreement, entitled “Financial Assistance Award” for FY23 is hereby superseded and replaced in its entirety by Attachment B, entitled “Financial Assistance Award (FY23)”, attached hereto and incorporated herein by this reference. Attachment B must be read in conjunction with Section 3 of Exhibit C.
  - d. Exhibit J of the Agreement entitled “Information required by 2 CFR Subtitle B with guidance at 2 CFR Part 200” is amended to add to the federal award information datasheet as set forth in Attachment C, attached hereto and incorporated herein by this reference.
3. LPHA represents and warrants to OHA that the representations and warranties of LPHA set forth in Section 4 of Exhibit F of the Agreement are true and correct on the date hereof with the same effect as if made on the date hereof.
4. Capitalized words and phrases used but not defined herein shall have the meanings ascribed thereto in the Agreement.
5. Except as amended hereby, all terms and conditions of the Agreement remain in full force and effect.
6. This Amendment may be executed in any number of counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Amendment so executed shall constitute an original.

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

7. Signatures.

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

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

Name: /for/ Nadia A. Davidson

Title: Director of Finance

Date: \_\_\_\_\_

CROOK COUNTY LOCAL PUBLIC HEALTH AUTHORITY

By: \_\_\_\_\_

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

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

Date: \_\_\_\_\_

DEPARTMENT OF JUSTICE – APPROVED FOR LEGAL SUFFICIENCY

*Agreement form group-approved by Wendy Johnson, Senior Assistant Attorney General, Tax and Finance Section, General Counsel Division, Oregon Department of Justice by email on September 19, 2022, copy of email approval in Agreement file.*

REVIEWED BY:

OHA PUBLIC HEALTH ADMINISTRATION

By: \_\_\_\_\_

Name: Derrick Clark (or designee)

Title: Program Support Manager

Date: \_\_\_\_\_

**Attachment A**  
**Program Element Description(s)**

**This Program Element #01 is hereby superseded and replaced as follows:**

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

**OHA Program Responsible for Program Element:**

Public Health Division/Office of the State Public Health Director

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. Inequities 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. The work in this Program Element is also in furtherance of the Oregon Health Authority's strategic goal of eliminating health inequities by 2030.

This Program Element, and all changes to this Program Element are effective the first day of the month noted in Issue Date section of Exhibit C Financial Assistance Award unless otherwise noted in Comments and Footnotes of 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 and 333-018-0900, 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 OAR 333-018-0015 and OAR 333-018-0900.

3. **Alignment with Modernization Foundational Programs and Foundational Capabilities.** The activities and services that the LPHA has agreed to deliver under this Program Element align with Foundational Programs and Foundational Capabilities and the public health accountability metrics (if applicable), as follows (see Public Health Modernization Manual at [https://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public\\_health\\_modernization\\_manual.pdf](https://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public_health_modernization_manual.pdf)):

**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 = Foundational capabilities that align with each component</i>							
<i>X = Other applicable foundational programs</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		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 the following activities in accordance with the indicated procedural and operational 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 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:  
  
<https://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 in a timely manner regarding the Outbreak to OHA in Orpheus (or Opera for COVID-19 Cases) as prescribed in OHA CD Investigative Guidelines available at:  
  
<https://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.
- g. **COVID-19 Specific Work**  
  
In cooperation with OHA, the LPHA must collaborate with local and regional partners, including CBOs and tribal partners where available in the jurisdiction, to assure adequate culturally and linguistically responsive COVID-19 -related services are available to the extent resources are available. In addition, to the extent resources are available, the LPHA must assure individuals requiring isolation have basic resources to support a successful isolation period. OHA has entered into grant agreements with community-based organizations (CBOs) to provide a range of culturally and linguistically responsive services, including community engagement and education, social services and wraparound supports. Services provided by CBOs will complement the work of the LPHA. LPHA must conduct the following activities in accordance with the guidance to be provided by OHA:

**(1) Cultural and linguistic competency and responsiveness.**

LPHA must:

- (a)** Partner with CBOs, including culturally-specific organizations where available in the jurisdiction. OHA will share with LPHA the grant agreement and deliverables between OHA and OHA-funded CBOs and the contact information for all the CBOs. LPHA must communicate with OHA-funded CBOs about any changes that will affect coordination for wraparound services.
- (b)** Work with local CBOs including culturally-specific organizations to develop and implement culturally and linguistically responsive approaches to COVID-19 prevention and mitigation of COVID-19 health inequities among populations most impacted by COVID-19, including but not limited to communities of color, tribal communities and people with physical, intellectual and developmental disabilities.
- (c)** Work with disproportionately affected communities to ensure COVID-19 related services, including case investigation, social services and wraparound supports are available to eligible individuals, and provided in a culturally and linguistically responsive manner with an emphasis on serving disproportionately impacted communities.
- (d)** Ensure the cultural and linguistic needs and accessibility needs for people with disabilities or people facing other institutionalized barriers are addressed in the LPHA's delivery of social services and wraparound supports.
- (e)** Have and follow policies and procedures for meeting community members' language needs relating to both written translation and spoken or American Sign Language (ASL) interpretation.
- (f)** Employ or contract with individuals who can provide in-person, phone, and electronic community member access to services in languages and cultures of the primary populations being served based on identified language (including ASL) needs in the County demographic data.
- (g)** Ensure language access through telephonic interpretation service for community members whose primary language is other than English, but not a language broadly available, including ASL.
- (h)** Provide written information provided by OHA that is culturally and linguistically appropriate for identified consumer populations. All information shall read at the sixth-grade reading level.
- (i)** Provide public health communications (e.g. advertising, social media) that are culturally and linguistically appropriate for identified consumer populations. All information shall read at the sixth-grade reading level.
- (j)** Provide opportunities to participate in OHA trainings to LPHA staff and LPHA contractors that provide social services and wraparound supports; trainings should be focused on long-standing trauma in Tribes, racism and oppression.



**(2) Testing**

LPHA must:

- (a)** Work with OHA regional field operations coordinator, local and regional partners including health care, communities disproportionately affected by COVID-19 and other partners to assure COVID-19 testing is available to individuals within the LPHA's jurisdiction.
- (b)** Work with health care and other partners to ensure testing is provided in a culturally and linguistically responsive manner with an emphasis on making testing available to disproportionately impacted communities

**(3) Case Investigation**

LPHA must:

- (a)** Conduct high-risk Case investigations and monitor Outbreaks in accordance with Investigative Guidelines and any OHA-issued surge guidance.
- (b)** Enter all high-risk COVID-19 case investigation and outbreaks in Opera and Opera Outbreaks, as directed by OHA.
- (c)** Collect and enter all components of Race, Ethnicity, Language, and Disability (REALD) data for high-risk cases being interviewed if data are not already entered in OPERA.
- (d)** Ensure all LPHA staff designated to utilize Opera are trained in this system. Include in the data whether new high-risk positive Cases are tied to a known existing positive Case or to community spread.

**(4) Isolation.**

LPHA must facilitate efforts, including by partnering with OHA-funded CBOs and other community resources to link individuals needing isolation supports such as housing and food. The LPHA will utilize existing resources when possible such as covered Case management benefits, WIC benefits, etc.

**(5) Social services and wraparound supports.**

LPHA must ensure social services referral and tracking processes are developed and maintained and, to the extent the LPHA has sufficient resources, make available direct services as needed. LPHA must cooperate with CBOs and other community resources to provide referral and follow-up for social services and wraparound supports for affected individuals and communities.

**(6) Tribal Nation support.**

LPHA must ensure alignment of supports for patients and families by coordinating with Federally-recognized tribes if a patient identifies as American Indian/Alaska Native and/or a member of an Oregon Tribe, if the patient gives permission to notify the Tribe.

**(7) Support infection prevention and control for high-risk populations.**

LPHA must:

- (a) Migrant and seasonal farmworker support.** Partner with farmers, agriculture sector and farmworker service organizations to develop and execute plans for COVID-19 testing, isolation, and social service needs for migrant and seasonal farmworkers.
- (b) Congregate care facilities.** In collaboration with State licensing agency, support infection prevention assessments, COVID-19 testing, infection control, and transmission-based precautions in congregate care facilities.
- (c) Vulnerable populations.** Support COVID-19 testing, infection control, isolation, and social services and wraparound supports for houseless individuals, individuals residing in houseless camps, individuals involved in the carceral system and other vulnerable populations at high risk for COVID-19.

**(8) COVID-19 Vaccine Planning and Distribution.**

As CARES/COVID supplemental funding resources are available, LPHA must:

- (a)** Convene and collaborate with local and regional health care partners, CBOs, communities disproportionately affected by COVID-19 and other partners to assure culturally and linguistically appropriate access to COVID-19 vaccines in their communities.
- (b)** Convene and collaborate with local and regional health care partners, CBOs, communities disproportionately affected by COVID-19 and other partners to identify, assess and address gaps in the vaccine delivery system using local data and in collaboration with local advisory boards if present in the jurisdiction. Operate in accordance with federal and OHA guidance, including expanding access through expanded operations and accessibility of operations (e.g., providing vaccinations during evenings, overnight, and on weekends) when needed to ensure access to COVID-19 vaccines.
- (c)** Prioritize vaccine distribution and administration in accordance with federal and OHA guidance.
- (d)** LPHAs that provide COVID-19 vaccine administration must submit vaccine orders, vaccine administration data and VAERS (Vaccine Adverse Event Reporting System) information in accordance with federal and OHA guidance.
- (e)** Plan and implement vaccination activities with organizations as needed to ensure equitable access to COVID-19 vaccines in the jurisdiction. Example organizations include but are not limited to:
  - Colleges and Universities
  - Occupational health settings for large employers
  - Faith-based or religious institutions
  - Federally Qualified Health Centers (FQHCs), including Community Health Centers (CHCs)
  - Pharmacies
  - Long-term care facilities (LTCFs), including independent living facilities, assisted living centers, and nursing homes

- Organizations and businesses that employ critical workforce
  - First responder organizations
  - Non-traditional providers and locations that serve high-risk populations
  - Other partners that serve underserved populations
- (f) Promote COVID-19 and other vaccinations to increase vaccine confidence by culturally specific groups, communities of color, and others and to also increase accessibility for people with disabilities
- (9) **Community education.** LPHA must work with CBOs and other partners to provide culturally and linguistically responsive community outreach and education related to COVID-19.

**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 the Agreement.

a. These reports must be submitted to OHA each quarter on the following schedule:

Fiscal Quarter	Due Date
First: July 1 – September 30	October 30
Second: October 1 – December 31	January 30
Third: January 1 – March 31	April 30
Fourth: April 1 – June 30	August 20

b. All funds received under a PE or PE- supplement must be included in the quarterly Revenue and Expense reports.

**6. Reporting Requirements.** Provide quarterly reporting to OHA on COVID-19 vaccine activities.

**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.

*This Program Element #13 is hereby superseded and replace as follows:*

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

**OHA Program Responsible for Program Element:**

Public Health Division/Center for Health Prevention & Health Promotion/ Health Promotion and Chronic Disease Prevention Section

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 Tobacco Prevention Education Program (TPEP). As described in the local program plan, permitted activities are in the following areas:
  - a. **Facilitation of Community and Statewide Partnerships:** Accomplish movement toward tobacco-free communities through a coalition or other group dedicated to the pursuit of agreed upon local and statewide tobacco control objectives. Community partnerships should include local public health leadership, health system partners, non-governmental entities as well as community leaders.
    - (1) TPEP program should demonstrate ability to mobilize timely community support for local tobacco prevention objectives.
    - (2) TPEP program should be available and ready to respond to statewide policy opportunities and threats.
  - b. **Creating Tobacco-Free Environments:** Promote the adoption of tobacco-free policies, including policies in schools, workplaces and public places. Demonstrate community progress towards establishing jurisdiction-wide tobacco-free policies (e.g. local ordinances) for workplaces that still allow indoor smoking or expose employees to secondhand smoke. Establish tobacco-free policies for all county and city properties and government campuses.
  - c. **Countering Pro-Tobacco Influences:** Reduce the promotion of tobacco in retail environments by educating and aligning decision-makers about policy options for addressing the time, place and manner tobacco products are sold. Counter tobacco industry advertising and promotion. Reduce youth access to tobacco products, including advancing tobacco retail licensure and other evidence-based point of sale strategies.
  - d. **Promoting Quitting Among Adults and Youth:** Promote evidence-based practices for tobacco cessation with health system partners and implementation of Health Evidence Review Commission initiatives, including cross-sector interventions. Integrate the promotion of the Oregon Tobacco Quit Line into other tobacco control activities.
  - e. **Enforcement:** Assist OHA with the enforcement of statewide tobacco control laws, including the Oregon Indoor Clean Air Act, 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. Ensure Local Public Health Authority (LPHA) decision-making processes are based on data highlighting local, statewide and national tobacco-related disparities. Ensure processes engage a wide variety of perspectives from those most burdened by tobacco including representatives of racial/ethnic minorities, Medicaid users, LGBTQ community members, and people living with disabilities, including mental health and substance use challenges.

The statewide Tobacco Prevention and Education Program (TPEP) is grounded in evidence-based best practices for tobacco control. The coordinated movement involves state and local programs working together to achieve sustainable policy, systems and environmental change in local communities that mobilize statewide. Tobacco use remains the number one cause of preventable death in Oregon and nationally. It is a major risk factor in developing asthma, arthritis, diabetes, stroke, tuberculosis and ectopic pregnancy – as well as liver, colorectal and other forms of cancer. It also worsens symptoms for people already living with chronic diseases.

Funds provided under this Agreement are to be used to reduce exposure to secondhand smoke, prevent youth from using tobacco, promote evidence-based practices for tobacco cessation, educate decision-makers about the harms of tobacco, and limit the tobacco industry’s influence in the retail environment. Funds allocated to Local Public Health Authorities are to complement the statewide movement towards population-level outcomes including reduced tobacco disparities.

This Program Element, and all changes to this Program Element are effective the first day of the month noted in Issue Date section of Exhibit C of the Financial Assistance Award unless otherwise noted in Comments and Footnotes of Exhibit C of the Financial Assistance Award.

**2. Definitions Specific to Tobacco Prevention Education Program (TPEP).**

**Oregon Indoor Clean Air Act (ICAA)** (also known as the Smokefree Workplace Law) protects workers and the public from secondhand smoke exposure in public, in the workplace, and within 10 feet of all entrances, exits, accessibility ramps that lead to and from an entrance or exit, windows that open and air-intake vents. The ICAA includes the use of "inhalant delivery systems." Inhalant delivery systems are devices that can be used to deliver nicotine, cannabinoids and other substances, in the form of a vapor or aerosol. These include e-cigarettes, vape pens, e-hookah and other devices. Under the law, people may not use e-cigarettes and other inhalant delivery systems in workplaces, restaurants, bars and other indoor public places in Oregon.

**3. Alignment with Modernization Foundational Programs and Foundational Capabilities.** The activities and services that the LPHA has agreed to deliver under this Program Element align with Foundational Programs and Foundational Capabilities and the public health accountability metrics (if applicable), as follows (see [Oregon’s Public Health Modernization Manual](http://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public_health_modernization_manual.pdf), ([http://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public\\_health\\_modernization\\_manual.pdf](http://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public_health_modernization_manual.pdf)):

**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	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>					
<b>Facilitation of Community Partnerships</b>		*		X	X	X	X	X	X	X
<b>Creating Tobacco-free Environments</b>		*		X	X	X	X	X	X	X
<b>Countering Pro-Tobacco Influences</b>		*			X	X	X	X	X	X
<b>Promoting Quitting Among Adults and Youth</b>		X		*	X	X	X	X	X	X
<b>Enforcement</b>		*	X		X	X	X	X	X	X
<b>Reducing the Burden of Tobacco-Related Chronic Disease</b>		*		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:**

Adults who smoke cigarettes

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

Percent of community members reached by local tobacco-free policies

**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 program plan and local program budget, which has been approved by OHA and on file based on a schedule to be determined by OHA. OHA will supply the required format and current service data for use in completing the plans. LPHA must implement its TPEP activities in accordance with its approved local program plan and local program budget. Modifications to the plans may only be made with OHA approval.
- b.** Ensure that LPHA leadership is appropriately involved and 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.** Use the funds awarded under this Agreement for this Program Element in accordance with its local program budget as approved by OHA and incorporated herein by this reference. Modifications to the local program budget may only be made with OHA approval. Funds awarded for this Program Element may be used for direct, evidence-based or culturally appropriate cessation delivery including the provision of Nicotine Replacement Therapy (NRT), but may not be used for other treatment services, other disease control programs, or other efforts not devoted to tobacco prevention and education.
- d.** Attend all TPEP meetings reasonably required by OHA.
- e.** Comply with OHA’s TPEP Guidelines and Policies.

- f. 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 and local program budget on file at OHA, and the provisions of the Agreement and this Program Element, the provisions of this Agreement and this Program Element shall control.

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 on the following schedule:

Fiscal Quarter	Due Date
First: July 1 – September 30	October 30
Second: October 1 – December 31	January 30
Third: January 1 – March 31	April 30
Fourth: April 1 – June 30	August 20

6. **Reporting Requirements.** LPHA must submit local program plan reports on a semi-annual schedule to be reviewed by OHA. The reports must include, at a minimum, LPHA’s progress during the reporting period 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. LPHA leadership and program staff must participate in reporting interviews on a schedule to be determined by OHA and LPHA.

7. **Performance Measures.**

a. LPHA must operate the Tobacco Prevention Education Program (TPEP) described in its local program plan and in a manner designed to make progress toward achieving the following Public Health Modernization Process Measure:

Percent of community members reached by local tobacco-free policies

b. If LPHA completes fewer than 75% of the planned activities in its local program plan for two consecutive reporting periods in one state fiscal year, LPHA will not be eligible to receive funding under this Program Element during the next state fiscal year.

**This Program Element #43 is hereby added as follows:**

**Program Element #43: Immunization Services**

**OHA Program Responsible for Program Element:**

Public Health Division/Center for Public Health Practice, Immunization Section

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 to increase vaccine confidence, 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 for all persons in the jurisdiction.

This Program Element, and all changes to this Program Element are effective the first day of the month noted in the Issue Date section of Exhibit C of the Financial Assistance Award unless otherwise noted in Comments and Footnotes of Exhibit C of the Financial Assistance Award.

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

- a. **ALERT IIS:** OHA’s statewide immunization information system.
- b. **Billable Doses:** Vaccine doses given to individuals who opt to pay out of pocket or are insured for vaccines, including adults on Medicare and/or the Oregon Health Plan
- c. **Case Management:** An individualized plan for securing, coordinating, and monitoring disease-appropriate treatment interventions.
- d. **Centers for Disease Control and Prevention or CDC:** Federal Centers for Disease Control and Prevention.
- 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. **Emergency Use Authorization or EUA:** Federally required patient handouts produced by the FDA with information about the risks and benefits of vaccines authorized for emergency use.
- k. **Exclusion Orders:** Legal notification to a parent or guardian of their child’s noncompliance with the School/Facility Immunization Law.
- l. **Forecasting:** Determining vaccines due for an individual, based on immunization history and age.



- m. **HBsAg Screening:** Testing to determine presence of Hepatitis B surface antigen, indicating the individual carries the disease.
- n. **Immunization Quality Improvement for Providers (IQIP):** A continuous quality improvement process developed by CDC to improve clinic immunization rates and practices. Previously called AFIX.
- o. **Oregon Vaccine Stewardship Statute:** State law requiring all Vaccine Access Program 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.
- p. **Orpheus:** An electronic communicable disease database and surveillance system intended for local and state public health epidemiologists and disease investigators to manage communicable disease reporting.
- q. **Public Provider Agreement and Profile:** Signed agreement between OHA and LPHA that receives vaccines through VAP or VFC. Agreement includes clinic demographic details, program requirements and the number of patients vaccinated.
- r. **Service Area:** Geographic areas in Oregon served by immunization providers.
- s. **Surveillance:** The routine collection, analysis and dissemination of data that describe the occurrence and distribution of disease, events or conditions.
- t. **Vaccine Access Program (VAP):** Vaccine or Immune Globulin procured by the OHA with state and federal funds used to assure vaccine availability to specified groups.
- u. **Vaccine Adverse Events Reporting System (VAERS):** Federal system for reporting adverse events following vaccine administration.
- v. **Vaccine Eligibility:** An individual's eligibility for VAP based on insurance coverage for immunization.
- w. **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.
- x. **Vaccines for Children Site Visit:** An on-site visit conducted at least every two years to ensure compliance with state and federal VFC requirements.
- y. **Vaccine Information Statement (VIS):** Federally required patient handouts produced by the CDC with information about the risks and benefits of each vaccine.

3. **Alignment with Modernization Foundational Programs and Foundational Capabilities.** The activities and services that the LPHA has agreed to deliver under this Program Element align with Foundational Programs and Foundational Capabilities and the public health accountability metrics (if applicable), as follows (see [Oregon’s Public Health Modernization Manual](http://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public_health_modernization_manual.pdf), ([http://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public\\_health\\_modernization\\_manual.pdf](http://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public_health_modernization_manual.pdf)):

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>													
Vaccines for Children Program Enrollment					*		X					X	
Oregon Vaccine Stewardship Statute					*	X							
Vaccine Management					*							X	
Billable Doses/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:**

IQIP 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. **Vaccine Access Program OR Vaccines for Children Program Enrollment.** LPHA must maintain enrollment as an active VAP provider or VFC Provider. In addition, if LPHA contracts out for clinical services, LPHA must ensure that Subcontractor maintains enrollment as an active VAP or 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 Doses/Immune Globulin .**

- (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.**

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.

- f. **Vaccine Administration.**

- (1) Vaccines must be administered 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 EUA or VIS and has had their questions answered prior to the administration of the vaccine.
  - (b) Make the EUA or 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 EUA 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, in a permanent medical record. (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 as provided in Attachment 1 to this PE, incorporated by reference.

**g. Immunization Rates, Outreach and Education.**

- (1) OHA will provide annually to LPHA their IQIP 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 IQIP participation with local VFC-enrolled clinics. This activity may also be outreach to a local coordinated-care organization to promote IQIP activities.

**h. Tracking and Recall.**

- (1) LPHA must provide Forecasting 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:

<http://public.health.oregon.gov/DiseasesConditions/CommunicableDisease>  
<http://public.health.oregon.gov/LaboratoryServices>  
<http://public.health.oregon.gov/PreventionWellness/VaccinesImmunization/ImmunizationProviderResources/Pages/provresources.aspx>

- j. 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 [https://www.oregonlegislature.gov/bills\\_laws/ors/ors433.html](https://www.oregonlegislature.gov/bills_laws/ors/ors433.html).
- (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 to parents and to schools all Exclusion Orders, 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 [https://secure.sos.state.or.us/oard/displayDivisionRules.action%3bJSESSIONID\\_OARD=2rAGjMwAFKyKGiwIdp\\_03oUv7xaI6kjlhXdVWS78XLgPdYNa0jj7%21479495115?selecteDivision=1265](https://secure.sos.state.or.us/oard/displayDivisionRules.action%3bJSESSIONID_OARD=2rAGjMwAFKyKGiwIdp_03oUv7xaI6kjlhXdVWS78XLgPdYNa0jj7%21479495115?selecteDivision=1265). 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. Supplemental Funding Opportunities**

- (1) LPHA may apply for additional supplemental funding grants by submitting an application outlining activities and timelines. The application is subject to approval by the OHA Immunization Program.
- (2) At the discretion of the OHA Immunization Program, a supplemental funding opportunity may not require application, but will be distributed through a formula approved by the Conference of Local Health Officials.
- (3) LPHA may 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.

**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 the Agreement. These reports must be submitted to OHA each quarter on the following schedule:

<b>Fiscal Quarter</b>	<b>Due Date</b>
First: July 1 – September 30	October 30
Second: October 1 – December 31	January 30
Third: January 1 – March 31	April 30
Fourth: April 1 – June 30	August 20

**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.
- 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 4.1.(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.
- f. LPHA must submit any status reports required by supplemental grants accepted by the LPHA.

**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 IQIP 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

**OREGON'S IMMUNIZATION BILLING STANDARDS**

**Standards for providing and billing for immunization services in Oregon's Local Public Health Authorities (LPHAs)**

**Purpose: To standardize and assist in improving immunization billing practice**

Guiding Principles

A modern LPHA understands their actual costs of doing business and dedicates resources to assuring continued financially viable operations. As such:

1. LPHAs should continually assess immunization coverage in their respective communities, assure that vaccine is accessible to all across the lifespan, and bill appropriately for services provided by the LPHA.
2. LPHAs who serve insured individuals should work to develop and continuously improve immunization billing capacity that covers the cost of providing services to those clients (e.g., develop agreements or contracts with health plans, set up procedures to screen clients appropriately, and bill vaccine administration fees that reflect the actual cost of services).
3. Public and private health plans should reimburse LPHAs for the covered services of their members, with vaccine serum and administration fees reimbursed at 100% of actual costs.
4. Each LPHA is uniquely positioned to assess the appropriate implementation of these standards. For example, Federally Qualified Health Centers (FQHCs) and Rural Health Clinics (RHCs) are obligated to follow a certain set of rules that may differ from these standards.
5. LPHAs that contract out some or all clinical immunization services should consider including these standards in their contracts as expectations of the contracted service provider.



Standards require that an LPHA that provides immunization services:

- Identify staff responsible for billing and contracting activities, dedicating at least a portion of one or more full-time equivalent (FTEs) positions to meet agency billing needs
- Determine vaccine administration fees based on the actual cost of service and document how fees were determined
- Charge the actual costs for vaccine administration fees for all clients and discount the fee(s) as needed by contract, rule, or internal policy approved by OIP
- Develop immunization billing policies and procedures that address:
  - Strategies to manage clients who require vaccines by state law, are not eligible for VFC or 317 and are unable to meet the cost of immunizations provided (out of network or unaffordable cost sharing)
  - 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 payor type (Medicaid/CCOs, private insurance, etc.), patient age, and vaccine eligibility
- With certain limited exceptions as published in vaccine eligibility charts, use no federally funded vaccine on insured clients, including adult Medicaid and all Medicare clients
- Identify and develop contracts or other appropriate agreements with relevant payors – including Coordinated Care Organizations (CCOs) to assure access to immunization services for insured members of the community
- Bill private and public health plans directly for immunization services, when feasible, rather than collecting fees from the client and having them submit for reimbursement
- Conduct regular quality assurance measures to ensure costs related to LPHA’s immunization services are being covered
- Work to assure access to immunizations for Medicare-eligible members of the community and, if access is poor, provide Medicare Part B and/or Part D vaccines, as needed, and bill appropriately to cover the cost

**This Program Element #46 is hereby added as follows:**

**Program Element # 46: Reproductive Health**

**OHA Program Responsible for Program Element:**

Public Health Division/Center for Prevention & Health Promotion/Adolescent, Genetic & Reproductive Health Section

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 ensure access to reproductive health services.

Funds provided through this Program Element support LPHAs efforts toward ensuring community-wide partnerships and assurance of access to, culturally responsive, high-quality, and evidence-based reproductive health services.

This Program Element uses a systems approach to ensure that LPHAs lead efforts to develop a community-based approach to ensuring that equitable access to reproductive health services is available – leveraging partnerships with community organizations and other service providers to assist in meeting the need.

Health disparity data highlight pre-existing, deeply entrenched societal inequities that may inhibit individuals’ ability to access services and achieve reproductive autonomy. Therefore, it is critical that interventions aimed at access to services be wide-reaching and sensitive to the unique circumstances and challenges of different communities.

This Program Element, and all changes to this Program Element are effective the first day of the month noted in Issue Date section of Exhibit C Financial Assistance Award unless otherwise noted in Comments and Footnotes of Exhibit C of the Financial Assistance Award.

2. **Definitions Specific to Reproductive Health.** Not applicable.
3. **Program with Modernization Foundational Programs and Foundational Capabilities.** The activities and services that the LPHA has agreed to deliver under this Program Element align with Foundational Programs and Foundational Capabilities and the public health accountability metrics (if applicable), as follows (see [Oregon’s Public Health Modernization Manual](http://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public_health_modernization_manual.pdf), ([http://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public\\_health\\_modernization\\_manual.pdf](http://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public_health_modernization_manual.pdf)):
  - 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	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>						
Develop and maintain strategic partnerships with shared accountability driving collective impact to support public health goals related to reproductive health			*			X	X	X	X		
In collaboration with community partners, identify barriers to access and gaps in reproductive health services		X	*			X	X	X			
In collaboration with community partners, develop and implement strategic plans to address these gaps and barriers to access to reproductive health services		X	*			X	X		X	X	
In collaboration with community partners, evaluate the impact of the strategic plan (developed in Program Component 3).		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:

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:

Effective Contraceptive Use

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 deliver all PE 46 activities supported in whole or in part with funds provided under this Agreement 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, and OPA Program Policy Notices (PPN).

- b. LPHA must develop and engage in activities as described in its Local Program Plan as follows:
  - (1) The Local Program Plan must be developed using the guidance provided in Attachment 1, “Reproductive Health Program – FY 22 Local Program Plan Guidance”, incorporated herein with this reference.
  - (2) The Local Program Plan must address the Program Components as defined in Section 3.a., above, that meet the needs of their specific community.
  - (3) The Local Program Plan must include activities that address community needs and readiness and are reasonable based upon funds approved in the OHA approved local program budget.
  - (4) The Local Program Plan must outline how LPHA intends to ensure access to comprehensive, culturally responsive and high-quality, evidence-based reproductive health services with a focus on serving those with limited resources and experiencing health disparities.
  - (5) The Local Program Plan must be submitted to OHA by June 15<sup>th</sup> of each year for OHA approval.
  - (6) OHA will review and approve all Local Program Plans to ensure that they meet statutory and funding requirements relating to assurance of access to Reproductive Health services.
- c. LPHA must use funds for this Program Element in accordance with its local program budget, which has been approved by OHA. LPHA must complete and submit its local program budget for PE 46 funds, by June 15<sup>th</sup> of each year for OHA approval, using the Local Program Budget Template and as set forth in Attachment 2, incorporated herein with this reference. Modification to the approved local program budget may only be made with OHA approval.

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 the Agreement. These reports must be submitted to OHA each quarter on the following schedule:

Fiscal Quarter	Due Date
First: July 1 – September 30	October 30
Second: October 1 – December 31	January 30
Third: January 1 – March 31	April 30
Fourth: April 1 – June 30	August 20

6. **Reporting Requirements.**

LPHA must provide progress reports as included in the OHA approved Local Program Plan.

7. **Performance Measures.**

LPHA must operate the PE 46 program in a manner designed to make progress toward achieving the following Public Health Modernization Process Measure:

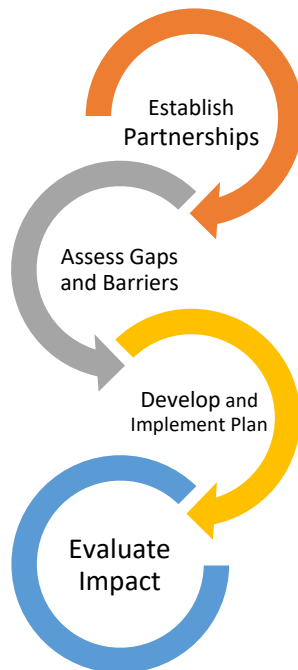
Effective Contraceptive Use.

**Attachment 1**  
**Reproductive Health Program – FY 22 Local Program Plan Guidance**  
**Community Partnerships and Assurance of Access to**  
**Reproductive Health Services**

**Overarching Goal:** Ensure regional access to comprehensive, culturally responsive and high-quality, evidence-based reproductive health services with a focus on serving individuals with limited resources and experiencing health disparities.

Instructions

LPHA should determine where their agency best fits on the continuum of program components identified to meet the overarching goal. LPHA should identify at least one objective and associated activities to support work at that stage, with the goal of eventually moving to the next component on the continuum. LPHAs should collaborate with community partners, and consider including community members experiencing health disparities, within each program component.



Partnerships with other health care providers and/or RHCare agencies is highly encouraged. In addition, LPHA should consider developing partnerships outside the health care sector. This may include local governmental, private, or non-profit agencies focused on culture, education, criminal justice, housing, social justice, sexual/domestic violence, workforce development, and/or parenting, to name a few. LPHA should consider other local task forces or advisory groups focused on improving quality of life/health disparities/inequities for the populations the LPHA is trying to serve. LPHAS are also encouraged to think about inviting and engaging community members from the populations the LPHA is trying to serve, to be partners.

It is understood that the work may not necessarily be linear but may identify the need to circle back to an earlier step, such as the need to bring in additional partners.

<p><b>Program Component 1:</b> Develop and maintain strategic partnerships with shared accountability to drive a collective impact to support public health goals related to Reproductive Health (RH) services.</p>
<p><b>Objective 1A:</b> Convene on-going partnership meetings focused on assuring access to RH services, minimizing gaps and barriers, and/or improving the quality of reproductive health services within the community.</p>
<p><b>Objective 1B:</b> Create objective related to developing strategic partnerships, with shared accountability, to drive a collective impact in support of public health goals related to RH.</p>

**Suggested Activities:** Create partnership agreements with community providers/organizations identifying roles and areas of collaboration; host or co-host community forums/outreach events; establish coalition with regular meetings; or create charter and/or workplan.

**Program Component 2:** In collaboration with community partners, identify barriers to access and gaps in RH services

**Objective 2A:** Conduct local assessment(s) of access to culturally responsive, high-quality, evidence-based RH services to identify barriers to access and gaps in services.

**Objective 2B:** Evaluate the impact of local policies, interventions, and programs on access to culturally responsive, high-quality, evidenced-based RH services and associated barriers and gaps.

**Objective 2C:** Following assessment and/or evaluation, share data, summaries and reports, following assessment and/or evaluation, with community members, partners, policy makers, and others.

**Objective 2D:** Create own objective to identify barriers to access and gaps in RH services.

**Suggested Activities:** Conduct survey or focus groups; interview key stakeholders and/or consumers; present findings and other data to community partners, members, and decision-makers; review regional policies and evaluate effectiveness in addressing gaps or barriers in access; or share data/results through community meetings, written reports, and/or online resources.

**Program Component 3:** In collaboration with community partners, develop and implement strategic plans to address gaps and barriers to accessing RH services

**Objective 3A:** Develop a plan for improving access to RH services, addressing how to reduce or eliminate health disparities.

**Objective 3B:** Specifically engage communities experiencing health disparities so they can actively participate in planning to address their needs.

**Objective 3C:** Implement plan for improved access to RH services.

**Objective 3D:** Assure that community members are aware of RH providers within the community through multiple communication channels.

**Objective 3E:** Create own objective to develop and implement strategic plans to address gaps and barriers to accessing RH services.

**Suggested Activities:** Host community listening and planning sessions to create a strategic plan; collaboratively develop and implement strategic outreach/marketing plan; develop online or print materials with information about RH providers within the community; develop evaluation plan or process; utilize evaluation findings to make system improvements; hold a forum; or create a website.

**Program Component 4:** In collaboration with community partners, evaluate the impact of the strategic plan (developed in Program Component 3)

**Objective 4A:** With community partners, evaluate previously implemented plan to improve access to RH services.

**Objective 4B:** Consult with the RH Program to determine evaluation process.

**Objective 4C:** Determine own evaluation process.

**Suggested Activities:** Evaluate impact of community coalitions; evaluate existing resources/ tools

**Attachment 2**

**Local Program Budget Template**

OREGON HEALTH AUTHORITY		Fiscal Year:	
Program Element #46			
Reproductive Health Program			
EMAIL TO: RH.program@state.or.us			
Sub Recipient Organization Name:			
Budget period From:		To:	
Budget			
Categories	OHA/PHD	Non-OHA/PHD	Total Budget
Salaries			\$ -
Benefits			\$ -
<b>Personal Services (Salaries and Benefits)</b>	\$ -	\$ -	\$ -
Professional Services/Contracts			\$ -
Travel			\$ -
Supplies			\$ -
Facilities			\$ -
Telecommunications			\$ -
Catering/Food			\$ -
Other			\$ -
<b>Total Services and Supplies</b>	\$ -	\$ -	\$ -
Capital Outlay			\$ -
Indirect: Rate (%): _____			\$ -
<b>TOTAL Budget</b>	\$ -	\$ -	\$ -
Prepared by (print name)			
Email		Telephone	

**This Program Element #50 is hereby superseded and replaced as follows:**

**Program Element #50: Safe Drinking Water Program**

**OHA Program Responsible for Program Element:**

Public Health Division/Center for Health Protection/Drinking Water Services Section

**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 ensure safe drinking water.

The purpose of the Safe Drinking Water Program is to provide services to public water systems that result in reduced health risk and increased compliance with drinking water monitoring and Maximum Contaminant Level (MCL) requirements. The Safe Drinking Water Program reduces the incidence and risk of waterborne disease and exposure of the public to hazardous substances potentially present in drinking water supplies. Services provided through the Safe Drinking Water Program include investigation of occurrences of waterborne illness, drinking water contamination events, response to emergencies, Water Quality Alerts, technical and regulatory assistance, inspection of water system facilities, and follow up of identified deficiencies. Safe Drinking Water Program requirements also include reporting of data to OHA, Public Health Division, Drinking Water Services (DWS) necessary for program management and to meet federal Environmental Protection Agency (EPA) Safe Drinking Water Act program requirements.

- a. Funds provided under this Program Element are intended to enable LPHAs and the Department of Agriculture (hereafter referred to as “Partners”) to assume primary responsibility for the regulatory oversight of designated public water systems located within the Partners’ jurisdiction.
- b. The work described herein is designed to meet the following EPA National Drinking Water Objective as follows:

“91% of the population served by Community Water Systems will receive water that meets all applicable health-based drinking water standards during the year; and 90% of the Community Water Systems will provide water that meets all applicable health-based drinking water standards during the year.”
- c. Public drinking water systems addressed in this Program Element include Community Water Systems, Non-Transient Non-Community Water System (NTNC), and Transient Non-Community Water Systems Water Systems (TNC), serving 3,300 or fewer people and using Groundwater sources only, or purchased surface water, and those activities specifically listed for OVS Systems using Groundwater sources only.
- d. Partners are responsible for public water systems that purchase their water from other public water suppliers when the purchasing systems serve 3,300 or fewer people.

This Program Element, and all changes to this Program Element are effective the first day of the month noted in Issue Date section of Exhibit C Financial Assistance Award unless otherwise noted in Comments and Footnotes of Exhibit C of the Financial Assistance Award.

**2. Definitions Specific to Safe Drinking Water Program**

- a. **COMMUNITY WATER SYSTEM:** A public water system that has 15 or more service connections used by year-round residents, or that regularly serves 25 or more year-round residents.
- b. **CONTACT REPORT:** A form provided by DWS to Partners to document contact with water systems.



- c. **COLIFORM INVESTIGATION:** An evaluation to identify the possible presence of sanitary defects, defects in distribution system coliform monitoring practices, and the likely reason that the Coliform Investigation was triggered at the public water system.
- d. **DRINKING WATER SERVICES (DWS):** DWS is a program within OHA that administers and enforces state and federal safe drinking water quality standards for 3,600 public water systems in the state of Oregon. DWS prevents contamination of public drinking water systems by protecting drinking water sources; assuring that public water systems meet standards for design, construction, and operation; inspecting public water systems and assuring that identified deficiencies are corrected; providing technical assistance to public water suppliers; providing financial assistance to construct safe drinking water infrastructure; and certifying and training water system operators.
- e. **GROUNDWATER:** Any water, except capillary moisture, beneath the land surface or beneath the bed of any stream, lake, reservoir or other body of surface water within the boundaries of this state, whatever may be the geologic formation or structure in which such water stands, flows, percolates, or otherwise moves.
- f. **LEVEL 1 COLIFORM INVESTIGATION:** An investigation conducted by the water system or a representative thereof. Minimum elements of the investigation include review and identification of atypical events that could affect distributed water quality or indicate that distributed water quality was impaired; changes in distribution system maintenance and operation that could affect distributed water quality (including water storage); source and treatment considerations that bear on distributed water quality, where appropriate (for example, whether a Groundwater system is disinfected); existing water quality monitoring data; and inadequacies in sample sites, sampling protocol, and sample processing. Partners review sanitary defects identified and approves corrective action schedules.
- g. **LEVEL 2 COLIFORM INVESTIGATION:** An investigation conducted by Partners and is a more detailed and comprehensive examination of a water system (including the system’s monitoring and operational practices) than a Level 1 Coliform Investigation. Minimum elements include those that are part of a Level 1 investigation and additional review of available information, internal and external resources, and other relevant practices. Sanitary defects are identified and a schedule for correction is established.
- h. **MAXIMUM CONTAMINANT LEVEL (MCL) VIOLATION:** MCL violations occur when a public water system’s water quality test results demonstrate a level of a contaminant that is greater than the established Maximum Contaminant Level.
- i. **MONITORING OR REPORTING (M/R) VIOLATION:** Monitoring or Reporting violations occur when a public water system fails to take any routine samples for a particular contaminant or report any treatment performance data during a compliance period, or fails to take any repeat samples following a coliform positive routine or where the public water system has failed to report the results of analyses to DWS for a compliance period.
- j. **NON-TRANSIENT NON-COMMUNITY WATER SYSTEM (NTNC):** A public water system that is not a Community Water System and that regularly serves at least 25 of the same persons over 6 months per year.
- k. **OHA:** Oregon Health Authority
- l. **OREGON VERY SMALL (OVS): SYSTEM** A public water system serving 4-14 connections or 10-24 people during at least 60 days per year.

- m. **PARTNERS:** A Local Public Health Authority (LPHA) and the Oregon Department of Agriculture who are under contract to provide regulatory oversight of designated water systems on behalf of Oregon Health Authority Drinking Water Services.
- n. **PRIORITY DEFICIENCIES:** Deficiencies identified during Water System Survey that have a direct threat pathway to contamination or inability to verify adequate treatment include the following:
  - Well: Sanitary seal or casing not watertight
  - Well: No screen on existing well vent
  - Spring: No screen on overflow
  - Spring: Spring box not impervious durable material
  - Spring: Access hatch / entry not watertight
  - Storage: No screened vent
  - Storage: Roof and access hatch not watertight
  - Storage: No flap valve, screen, or equivalent on overflow
  - Treatment (UV): No intensity sensor with alarm or shut-off
- o. **PRIORITY NON-COMPLIER (PNC):** Water systems with System Scores of 11 points or more.
- p. **PROFESSIONAL ENGINEER (PE):** A person currently registered as a Professional Engineer by the Oregon State Board of Examiners for Engineering and Land Surveying.
- q. **REGISTERED ENVIRONMENTAL HEALTH SPECIALIST (REHS):** A person currently registered as an Environmental Health Specialist by the Oregon Environmental Health Registration Board.
- r. **REGULATED CONTAMINANTS:** Drinking water contaminants for which Maximum Contaminant Levels, Action Levels, or Water Treatment Performance standards have been established under Oregon Administrative Rule (OAR) Chapter 333, Division 061.
- s. **SAFE DRINKING WATER INFORMATION SYSTEM (SDWIS):** USEPA’s computerized safe drinking water information system database used by DWS.
- t. **SYSTEM SCORE:** A point-based value developed by USEPA, based on unaddressed violations for monitoring periods ending within the last five years, for assessing a water system’s level of compliance.
- u. **TRANSIENT NON-COMMUNITY WATER SYSTEMS (TNC):** A public water system that serves a transient population of 25 or more persons.
- v. **USEPA or EPA:** United States Environmental Protection Agency.
- w. **WATER QUALITY ALERT:** A report generated by the SDWIS data system containing one or more water quality sample results from a public water system that exceed the MCL for inorganic, disinfection byproducts, or radiological contaminants, detection of any volatile or synthetic organic chemicals, exceeds one-half of the MCL for nitrate, any excursion minimum water quality parameters for corrosion control treatment, any positive detection of a microbiological contaminant, or any exceedance of lead or copper action levels.

- x. **WATER SYSTEM SURVEY:** An on-site review of the water source(s), facilities, equipment, operation, maintenance and monitoring compliance of a public water system to evaluate the adequacy of the water system, its sources and operations in the distribution of safe drinking water. Significant deficiencies are identified and a schedule for correction is established.

3. **Alignment with Modernization Foundational Programs and Foundational.** The activities and services that the Partners have agreed to deliver under this Program Element align with Foundational Programs and Foundational Capabilities and the public health accountability metrics (if applicable), as follows (see [Oregon’s Public Health Modernization Manual](http://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public_health_modernization_manual.pdf), ([http://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public\\_health\\_modernization\\_manual.pdf](http://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public_health_modernization_manual.pdf)):

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

Program Components	Foundational Program					Foundational Capabilities						
	CD Control	Prevention and health promotion	Environmental health	Population Health	Access to clinical preventive services Direct services	Leadership and organizational competencies	Health equity and cultural responsiveness	Community Partnership Development	Assessment and Epidemiology	Policy & Planning	Communications	Emergency Preparedness and Response
<i>Asterisk (*) = Primary foundational program that aligns with each component</i>					<i>X = Foundational capabilities that align with each component</i>							
<i>X = Other applicable foundational programs</i>												
<b>Emergency Response</b>	X		*					X			X	X
<b>Investigation of Water Quality Alerts</b>	X		*						X			
<b>Independent Enforcement Actions</b>	X		*			X						
<b>Technical Regulatory Assistance</b>	X		*				X					X
<b>Water System Surveys</b>	X		*			X						
<b>Resolution of Priority Non-compliers (PNC)</b>	X		*			X						
<b>Water System Survey Significant Deficiency Follow-ups</b>	X		*			X						
<b>Enforcement Action Tracking and Follow-up</b>	X		*			X						

Program Components	Foundational Program					Foundational Capabilities						
Resolution of Monitoring and Reporting Violations	X		*			X						
Inventory and Documentation of New Water Systems	X		*			X						

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

Percent of Community Water Systems that meet health-based standards

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

- (1) **Water System Surveys completed.** Calculation: number of surveys completed divided by the number of surveys required.
- (2) **Water Quality Alert responses.** Calculation: number of alerts responded to divided by the number of alerts generated.
- (3) **Resolution of PNCs.** Calculation: number of PNCs resolved divided by the total number of PNCs.

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

a. **General Requirements.** Partners must prioritize all work according to the relative health risk involved and according to system classification with Community Water Systems receiving the highest priority. All services supported in whole or in part with funds provided to Partners under this Program Element must be delivered in accordance with the following procedural and operational requirements:

b. **Required Services:**

- (1) Emergency Response: Partners must develop, maintain, and carry out a response plan for public water system emergencies, including disease outbreaks, spills, operational failures, and water system contamination. Partners must notify DWS in a timely manner of emergencies that may affect drinking water supplies.
- (2) Independent Enforcement Actions: Partners must take independent enforcement actions against licensed facilities that are also public water systems as covered under the following OAR Chapters and Divisions: 333-029, 333-030, 333-031, 333-039, 333-060, 333-062, 333-150, 333-162, and 333-170. Partners must report independent enforcement actions taken and water system status to DWS using the documentation and reporting requirements specified in this Program Element Description.
- (3) Computerized Drinking Water System Data Base: Partners must maintain access via computer to DWS’s Data On-line website. Access via computer to DWS’s Data On-line is considered essential to carry out the program effectively. Partners must make timely changes to DWS’s SDWIS computer database inventory records of public water systems to keep DWS’s records current.

- (4) Technical and Regulatory Assistance: Partners must provide technical and regulatory assistance in response to requests from water system operators for information on and interpretation of regulatory requirements. Partners must respond to water system complaints received as appropriate or as requested by DWS.
- (5) Investigation of Water Quality Alerts: Partners must investigate all Water Quality Alerts for detections of Regulated Contaminants at community, NTNC, TNC, and OVS Systems.
  - (a) Immediately following acute MCL alerts (E.coli, Nitrate, and Arsenic), Partners must consult with and provide advice to the water system operator on appropriate actions to ensure that follow-up sampling is completed, applicable public notices are distributed, and that appropriate corrective actions are initiated. Partners must submit a Contact Report to DWS within 2 business day of the alert date.
  - (b) For all other alerts, Partners must promptly consult with and provide advice to the subject water system operator on appropriate actions to ensure that follow-up sampling is completed, applicable public notices are distributed, and that appropriate corrective actions are initiated. Partners must submit a Contact Report to DWS within 6 business days of the alert date.
- 5. Conduct Level 2 Coliform Investigations: After a Level 2 investigation is triggered by DWS, Partners must conduct a water system site visit (or equivalent), complete the Level 2 Coliform Investigation form and must submit to DWS within 30 days of triggered investigation date.
- 6. Water System Surveys: Partners must conduct a survey of each CWS within Partners' jurisdiction every three years, or as otherwise scheduled by DWS; and each NTNC and TNC water system within Partners' jurisdiction every five years or as otherwise scheduled by DWS. Surveys must be completed on forms provided by DWS using the guidance in the Water System Survey Reference Manual and using the cover letter template provided by DWS. Cover letter and survey forms must be submitted to DWS and water systems within 45 days from site visit completion.
- 7. Resolution of Priority Non-compliers (PNC): Partners must review PNC status of all water systems at least monthly and must contact and provide assistance to community, NTNC, and TNC water systems that are Priority Non-compliers (PNCs) as follows:
  - a. Partners must review all PNCs at three months after being designated as a PNC to determine if the water system can be returned to compliance within three more months.
  - b. If the water system can be returned to compliance within three more months, Partners must send a notice letter to the owner/operator (copy to DWS) with a compliance schedule listing corrective actions required and a deadline for each action. Partners must follow up to ensure corrective actions are implemented.
  - c. If it is determined the water system cannot be returned to compliance within six months or has failed to complete corrective actions in (b) above, Partners must prepare and submit to DWS a written request for a formal enforcement action, including Partners' evaluation of the reasons for noncompliance by the water supplier. The request must include the current owner's name and address, a compliance schedule listing corrective actions required, and a deadline for each action. Partners must distribute a copy of the enforcement request to the person(s) responsible for the subject water system's operation.

8. Level 1 Coliform Investigation Review: After a Level 1 Coliform Investigation is triggered by DWS, Partners must contact the water system and inform them of the requirements to conduct the investigation. Upon completion of the investigation by the water system, Partners must review it for completeness, concur with proposed schedule, and submit the completed form to DWS within 30 days of triggered investigation date.
9. Water System Survey Significant Deficiency Follow-ups: Partners must follow-up on significant deficiencies and rule violations in surveys on community, NTNC, and TNC water systems. Deficiencies include those currently defined in the DWS-Drinking Water Program publication titled Water System Survey Reference Manual (March 2016).
- a. After deficiencies are corrected, Partners must prepare a list of the deficiencies and the dates of correction and submit to DWS within 30 days of correction.
  - b. If any deficiencies are not corrected by the specified timeline, Partners must follow up with a failure to take corrective action letter.
  - c. For Priority Deficiencies, Partners must ensure that the deficiencies are corrected by the specified timeline or are on approved corrective action plan. Partners must submit the approved corrective action plan to DWS within 30 days of approval. After the deficiencies are corrected Partners must prepare a list of the deficiencies and the dates of correction and submit to DWS within 30 days of correction. If Priority Deficiencies are not corrected by specified timeline, Partners must ensure the water system carries out public notice, and refer to DWS for formal enforcement.
10. Enforcement Action Tracking and Follow-up: For both EPA and OVS Systems, after DWS issues an enforcement action, Partners must monitor the corrective action schedule, and verify completion of each corrective action by the water supplier. Partners must document all contacts and verifications and submit documentation to the DWS. Partners must document any failure by the water supplier to meet any correction date and notify the DWS within 30 days. Partners must notify DWS when all corrections are complete and submit the notice within 30 days.
11. Resolution of Monitoring and Reporting Violations:
- a. Partners must contact and provide assistance at community, NTNC, and TNC water systems to resolve (return to compliance) non auto-RTC violations for bacteriological, chemical, and radiological monitoring. Violation responses must be prioritized according to water system's classification, System Score, and violation severity.
  - b. Contact the water supplier, determine the reasons for the noncompliance, consult with and provide advice to the subject water system operator on appropriate actions to ensure that violations are corrected in a timely manner.
  - c. Submit Contact Reports to DWS regarding follow-up actions to assist system in resolving (returning to compliance) the violations.
12. Inventory and Documentation of New Water Systems: Partners must inventory existing water systems that are not in the DWS inventory as they are discovered, including OVS Systems, using the forms designated by DWS. Partners must provide the documentation to DWS within 60 days of identification of a new or un-inventoried water system. Alternatively, Partners may perform a Water System Survey to collect the required inventory information, rather than submitting the forms designated by DWS.

**13. Summary of Required Services Based on Water System Type**

	CWS	NTNC	TNC	OVS
Independent Enforcement Actions	X	X	X	
Computerized Drinking Water System Data Base	X	X	X	X
Technical and Regulatory Assistance	X	X	X	X
Investigation of Water Quality Alerts	X	X	X	X
Conduct Level 2 Coliform Investigations	X	X	X	
Water System Surveys	X	X	X	
Resolution of Priority Non-compliers (PNC)	X	X	X	
Level 1 Coliform Investigation Review	X	X	X	
Water System Survey Significant Deficiency Follow-ups	X	X	X	
Enforcement Action Tracking and Follow-up	X	X	X	X
Resolution of Monitoring and Reporting Violations	X	X	X	X
Inventory and Documentation of New Water Systems	X	X	X	X

**14. Staffing Requirements and Qualifications.**

- a. Partners must develop and maintain staff expertise necessary to carry out the services described herein.
- b. Partners’ staff must maintain and assimilate program and technical information provided by DWS, attend drinking water training events provided by DWS, and maintain access to information sources as necessary to maintain and improve staff expertise.
- c. Partners must hire or contract with personnel registered as Environmental Health Specialists or Professional Engineers with experience in environmental health to carry out the services described herein.

**15. General Revenue and Expense Reporting.** Partners 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 on the following schedule:

Fiscal Quarter	Due Date
First: July 1 – September 30	October 30
Second: October 1 – December 31	January 30
Third: January 1 – March 31	April 30
Fourth: April 1 – June 30	August 20

**16. Reporting Requirements.**

- a. **Documentation of Field Activities and Water System Contacts.** Partners must prepare and maintain adequate documentation written to meet a professional standard of field activities and water system contacts as required to:
  - (1) Maintain accurate and current public water system inventory information.
  - (2) Support formal enforcement actions.
  - (3) Describe current regulatory status of water systems.
  - (4) Guide and plan program activities.
- b. **Minimum Standard for Documentation.** Partners must, at a minimum, prepare and maintain the following required documentation on forms supplied by DWS:
  - (1) Water System Surveys, cover letters, and significant deficiencies: must be submitted on DWS forms to DWS and water system within 45 days of site visit completion.
  - (2) Level 1 and Level 2 Coliform Investigation forms: must submit on DWS forms to DWS within 30 days of investigation trigger.
  - (3) Water system Inventory, entry structure diagram, and source information updates: must submit on DWS forms to DWS within 6 business days of completion.
  - (4) Field and office contacts in response to complaints, PNCs, violations, enforcement actions, regulatory assistance, requests for regulatory information: must submit Contact Reports to DWS within 2 business day of alert generation for MCL alerts, and 6 business days for all other alerts and contact made with water systems.
  - (5) Field and office contacts in response to water quality alerts: 1) for acute MCL alerts (E.coli, Nitrate, and Arsenic): must submit Contact Reports to DWS within 2 business days of alert; 2) for all other alerts, must submit to DWS within 6 business days of alert.
  - (6) Waterborne illness reports and investigations: must submit Contact Report to DWS within 2 business day of conclusion of investigation.
  - (7) All correspondence with public water systems under Partners' jurisdiction and DWS: submit Contact Reports within 6 business days of correspondence to DWS.
  - (8) Documentation regarding reports and investigations of spills and other emergencies affecting or potentially affecting water systems: must submit Contact Reports to DWS within 2 business days.
  - (9) Copies of public notices received from water systems: must submit to DWS within 6 business days of receipt.

17. **DWS Audits.** Partners must give DWS free access to all Partner records and documentation pertinent to this Agreement for the purpose of DWS audits.

18. **Performance Measures.** Partners must operate the Safe Drinking Water Program in a manner designed to make progress toward achieving the following Public Health Modernization Process Measure: Percent of Community Water Systems that meet health-based standards. DWS will use three performance measures to evaluate Partners' performance as follows:

- a. **Water System Surveys completed.** Calculation: number of surveys completed divided by the number of surveys required per year.
- b. **Water Quality Alert responses.** Calculation: number of alerts responded to divided by the number of alerts generated.



- c. **Resolution of PNCs.** Calculation: number of PNCs resolved divided by the total number of PNCs.

19. **Responsibilities of DWS.** The intent of this Program Element description and associated funding award is to enable Partners to independently conduct an effective local drinking water program. DWS recognizes its role to provide assistance and program support to Partners to foster uniformity of statewide services. DWS agrees to provide the following services to Partners. In support of local program services, DWS will:

- a. Distribute drinking water program and technical information on a monthly basis to Partners.
- b. Sponsor at least one annual 8-hour workshop for Partners' drinking water program staff at a central location and date to be determined by DWS. DWS will provide workshop registration, on-site lodging, meals, and arrange for continuing education unit (CEU) credits. Partners are responsible for travel expenses for Partner staff to attend. Alternatively, at the discretion of the DWS, the workshop may be web-based.
- c. Sponsor at least one regional 4-hour workshop to supplement the annual workshop. DWS will provide training materials and meeting rooms. Partners are responsible for travel expenses for its staff to attend. Alternatively, at the discretion of the DWS, the workshop may be web-based.
- d. Provide Partners with the following information by the listed method:
  - (1) Immediate Email Notification: Water Quality Alert data, plan review correspondence
  - (2) Monthly Email Notification: Violations, System Scores, PNCs Continuously: Via Data On-line listings of PNCs, individual water system inventory and water quality data, compliance schedules, and individual responses for request of technical assistance from Partners.
  - (3) Immediate Phone Communication: In circumstances when the DWS technical contact assigned to a Partner cannot be reached, DWS will provide immediate technical assistance via the Portland phone duty line at 971-673-0405.
- e. Support electronic communications and data transfer between DWS and Partners to reduce time delays, mailing costs, and generation of hard copy reports.
- f. Maintain sufficient technical staff capacity to assist Partners' staff with unusual drinking water problems that require either more staff than is available to Partners for a short time period, such as a major emergency, or problems whose technical nature or complexity exceed the capability of Partners' staff.
- g. Refer to Partners all routine inquiries or requests for assistance received from public water system operators for which Partners are responsible.
- h. Prepare formal enforcement actions against public water systems in the subject County, except for licensed facilities, according to the priorities contained in the current State/EPA agreement.
- i. Prepare other actions against water systems as requested by Partners in accordance with the Oregon Administrative Rules Oregon Health Authority, Public Health Division Chapter 333, Division 61.

**This Program Element #62 is hereby superseded and replaced as follows:**

**Program Element # 62 Overdose Prevention**

**OHA Program Responsible for Program Element:**

Public Health Division/Center for Prevention & Health Promotion/Injury & Violence Prevention/Overdose Prevention Program

**Background:**

Substance use disorder and drug overdose are increasing health threats in Oregon. A 2020 National Survey on Drug Use and Health ranks Oregon at #2 in the country for rate of substance use disorder and #1 in illicit drug use disorder, prescription opioid misuse, and methamphetamine use. Oregon has seen a recent increase in overdoses from illicit fentanyl and non-opioid drugs, such as methamphetamine. The Oregon Health Authority aims to reduce the burden of substance use disorder and overdose through several key strategies, including increasing equitable access to harm reduction supplies, supporting overdose response planning and coordination, increasing access to substance use disorder treatment, supporting safe and effective non-opioid pain management, providing tools and guidelines to support appropriate prescribing, and collecting and reporting data to inform response, prevention, and policy.

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 implement Overdose Prevention activities.

Funds provided under this Agreement are to be used to implement strategies that prevent opioid overuse, opioid misuse, substance use disorder, drug overdose, and related harms from substance use. Funds are designed to serve counties or regions with a high burden of drug overdose deaths and hospitalizations. Funds should complement other substance use disorder or overdose prevention initiatives and leverage additional funds received by other organizations throughout the county to reduce overdose deaths and hospitalizations.

Recipients are expected to collaborate with multi-disciplinary stakeholders to develop, plan, implement, and evaluate an overdose emergency response plan and collaborate with other projects within the county that address the community's challenges related to drug overdose deaths. The funded activities for this grant seek to promote the OHA's overdose prevention aims and collaboration expectations.

Program Components to be funded for this Program Element are:

- a. Convene or strengthen a county and/or regional multisector stakeholder coordinating body to assist with strategic planning and implementation of substance use disorder and/or overdose prevention efforts. Include stakeholders such as: collaborating providers and organizations, Coordinated Care Organizations, peer recovery mentor organizations, persons with lived experiences, and representatives of diverse populations.
- b. Develop, plan, implement, and evaluate an overdose emergency response plan. Convene and coordinate with local partners (i.e. health preparedness, law enforcement, first responders, hospital emergency departments, harm reduction partners, substance misuse prevention partners, and others). Assess and update response plans throughout the grant period.
- c. Review, coordinate, and disseminate local data to promote public awareness of the burden and opportunities to prevent drug overdose.
- d. Coordinate with the stakeholders responsible for determining how local governments will allocate opioid settlement funds within the county and/or region to implement complementary overdose prevention activities. Support coordination of local resource allocation.

- e. Establish Linkages to Care - Identify systems-level strategies in healthcare (e.g., emergency departments, outpatient settings, community programs) and public safety and courts (e.g., police, emergency response, diversion programs) to support care linkages with improved awareness, coordination, and technology.
- f. Support Providers and Health Systems – Support clinical education and training based on evidence-based guidelines (e.g., CDC guidelines).
- g. Partner with Public Safety and First Responders – Support data sharing across public health and public safety partners, and programmatic collaborations to share and leverage prevention and response resources.
- h. Empower individuals to make safer choices – Disseminate awareness and educational materials informed by media campaigns, translational research for public consumption, and appropriate messaging and resources to communities.

All changes to this Program Element are effective the first day of the month noted in the Issue Date section of Exhibit C of the Financial Assistance Award unless otherwise noted in the Comments and Footnotes of Exhibit C of the Financial Assistance Award.

**2. Definitions Specific to this PE – Not Applicable .**

**3. Alignment with Modernization Foundational Programs and Foundational Capabilities.** The activities and services that the LPHA has agreed to deliver under this Program Element align with Foundational Programs and Foundational Capabilities and the public health accountability metrics (if applicable), as follows (see [Oregon’s Public Health Modernization Manual](http://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public_health_modernization_manual.pdf), ([http://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public\\_health\\_modernization\\_manual.pdf](http://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public_health_modernization_manual.pdf)):

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

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

<b>Partner with Public Safety and First Responders</b>		*				X	X	X	X	X	X	X
<b>Empower Individuals to make safer choices</b>		*				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, Health Outcome Measure:**

Lower the opioid mortality rate per 100,000 population

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

LPHA must:

- a. Submit local program work plan and local program budget to OHA for approval.
- b. Engage in activities as described in its local program work plan, which has been approved by OHA.
- c. Use funds for this Program Element in accordance with its local program budget, which has been approved by OHA. Modification to the local program budget may only be made with OHA approval.
- d. Ensure that staffing is at the appropriate level to address all sections in this Program Element. LPHA must designate or hire a lead staff person to carry out and coordinate all the activities described in this Program Element, and act as a point of contact between the LPHA and OHA.
- e. Provide the workspace and administrative support required to carry out the grant-funded activities outlined in this Program Element.
- f. Attend all Overdose Prevention meetings reasonably required by OHA. Travel expenses shall be the responsibility of the LPHA.
- g. Cooperate with OHA on program evaluation throughout the duration of this Agreement, as well as with final project evaluation.
- h. Meet with a state level evaluator soon after execution of this Agreement to help inform the OHA evaluation plan.

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 on the following schedule:

<b>Fiscal Quarter</b>	<b>Due Date</b>
First: July 1 – September 30	October 30
Second: October 1 – December 31	January 30
Third: January 1 – March 31	April 30
Fourth: April 1 – June 30	August 20

6. **Reporting Requirements.**

- a. LPHA must have on file with OHA an approved Work Plan no later than November 1<sup>st</sup> of each year. LPHA must implement Overdose Prevention activities in accordance with its approved Work Plan. Modifications to the plan may only be made with OHA approval.
- b. LPHA must submit quarterly Progress Reports.
- c. In addition to Section 5, General Revenue and Expense Reporting, LPHA must submit quarterly Overdose Prevention Expense Reports.
- d. OHA will provide the required format and current service data for use in completing the Work Plan, Progress and Expense Reports.

7. **Performance Measures.**

- a. LPHA must operate the Overdose Prevention Program described in its local Work Plan and in a manner designed to make progress toward achieving the following Public Health Accountability Metric -- Prescription opioid mortality rate per 100,000 population.
- b. If LPHA completes fewer than 75% of planned activities in the description above, for two consecutive calendar quarters in one state fiscal year, LPHA will not be eligible to receive funding under this Program Element in the next state fiscal year.

**Attachment B  
Financial Assistance Award (FY23)**

<b>State of Oregon Oregon Health Authority Public Health Division</b>		
<b>1) Grantee</b> Name: Crook County  Street: 375 NE Beaver St., Suite 100 City: Prineville State: OR Zip: 97754-1802	<b>2) Issue Date</b> Monday, August 1, 2022	<b>This Action</b> Amendment
	<b>3) Award Period</b> From July 1, 2022 through June 30, 2023	

<b>4) OHA Public Health Funds Approved</b>				
<b>Number</b>	<b>Program</b>	<b>Previous Award Balance</b>	<b>Increase / Decrease</b>	<b>Current Award Balance</b>
PE01-01	State Support for Public Health	\$27,826.00	\$0.00	\$27,826.00
PE04-02	Community Chronic Disease Prevention	\$2,500.00	\$22,500.00	\$25,000.00
PE10-02	Sexually Transmitted Disease (STD)	\$52,904.00	\$0.00	\$52,904.00
PE12-01	Public Health Emergency Preparedness and Response (PHEP)	\$70,132.00	\$0.00	\$70,132.00
PE13-01	Tobacco Prevention and Education Program (TPEP)	\$125,254.00	\$9,266.00	\$134,520.00
PE36	Alcohol & Drug Prevention Education Program (ADPEP)	\$131,219.41	\$0.00	\$131,219.41
PE40-01	WIC NSA: July - September	\$52,386.00	\$0.00	\$52,386.00
PE40-02	WIC NSA: October - June	\$157,160.00	\$0.00	\$157,160.00
PE40-05	Farmer's Market	\$2,304.00	\$0.00	\$2,304.00
PE42-03	MCAH Perinatal General Funds & Title XIX	\$2,121.00	\$0.00	\$2,121.00
PE42-04	MCAH Babies First! General Funds	\$6,778.00	\$0.00	\$6,778.00
PE42-06	MCAH General Funds & Title XIX	\$3,978.00	\$0.00	\$3,978.00
PE42-11	MCAH Title V	\$20,826.00	\$0.00	\$20,826.00
PE42-12	MCAH Oregon Mothers Care Title V	\$13,263.00	\$0.00	\$13,263.00

<b>4) OHA Public Health Funds Approved</b>				
<b>Number</b>	<b>Program</b>	<b>Previous Award Balance</b>	<b>Increase / Decrease</b>	<b>Current Award Balance</b>
PE42-14	Home Visiting	\$50,000.00	\$0.00	\$50,000.00
PE43-01	Public Health Practice (PHP) - Immunization Services	\$0.00	\$8,604.00	\$8,604.00
PE44-01	SBHC Base	\$60,000.00	\$0.00	\$60,000.00
PE44-02	SBHC - Mental Health Expansion	\$106,760.00	\$0.00	\$106,760.00
PE46-05	RH Community Participation & Assurance of Access	\$0.00	\$17,072.63	\$17,072.63
PE50	Safe Drinking Water (SDW) Program (Vendors)	\$38,124.00	\$0.00	\$38,124.00
PE51-01	LPHA Leadership, Governance and Program Implementation	\$159,632.00	\$0.00	\$159,632.00
PE51-03	ARPA WF Funding	\$50,315.00	\$0.00	\$50,315.00
PE62	Overdose Prevention-Counties	\$18,680.00	\$9,340.00	\$28,020.00
		<b>\$1,152,162.41</b>	<b>\$66,782.63</b>	<b>\$1,218,945.04</b>

<b>5) Foot Notes:</b>	
PE40-01	5/2022: Underspent SFY2023 Q1 funding award needs to be spent by 9/30/2022. No unspent funds carryover to Q2-4 period.
PE40-05	5/2022: Submit final quarterly Revenue and Expense Report to State LPHA by 1/31/2023.
PE42-11	5/2022: Indirect rate maximum is 10%
PE42-12	5/2022: Indirect rate maximum is 10%

<b>6) Comments:</b>	
PE04-02	8/2022 - Change end date from 9/30/22 to 6/30/23 and increase award. 5/2022: Award is for 7/1/22-9/30/22. Additional funding is expected to be awarded in the future.
PE36	7/15/2022: move funds between PCA's
PE40-01	5/2022: SFY23 award; require spend on \$10477 Nutrition Ed, \$1351 on BF Promotion
PE40-02	5/2022: SFY23 Q2-4 award: spend \$31432 on Nutrition Ed, \$4053 on BF Promotion
PE40-05	5/2022:SFY2023 WIC FDNP mini grant, to be paid in equal installment on 7/1 and 10/1 of 2022.
PE42-04	5/2022: SFY23 award is for the period of 7/1/2022 to 6/30/2023.
PE44-02	8/2022: realignment of funding source
PE46-05	07/2022: SFY23 Title X Initial Award
PE62	7/2022: Prior comment null and void. \$18,680 available July 1-August 31, 2022. \$9,340 available September 1- 30, 2022 only. No funds eligible for carry forward. 5/2022: FY23 funds available 7/1/22 - 8/31/22 only.

<b>7) Capital outlay Requested in this action:</b>				
Prior approval is required for Capital Outlay. Capital Outlay is defined as an expenditure for equipment with a purchase price in excess of \$5,000 and a life expectancy greater than one year.				
Program	Item Description	Cost	PROG APPROV	



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

<b>PE04-02 Community Chronic Disease Prevention</b>		
Federal Award Identification Number:	5-NU38OT000286-05	NU58DP006542
Federal Award Date:	08/01/22	06/19/22
Budget Performance Period:	08/01/2022-07/31/2023	06/30/2022-06/29/2023
Awarding Agency:	NACDD	CDC
CFDA Number:	93.421	93.426
CFDA Name:	Building Capacity for Public and Private Payer Coverage of the National DDP Lifestyle Change Program	Improving the Health of Americans through Prevention and Management of Diabetes and Heart Disease and Stroke
Total Federal Award:	250,000	2,071,748
Project Description:	Building Capacity for Public and Private Payer Coverage of the National DDP Lifestyle Change Program	Oregon's Application for Diabetes and Heart Disease and Stroke Prevention Programs - Improving the Health of Americans through Prevention and Management
Awarding Official:	Jennifer Barnhart	Paris Brookins
Indirect Cost Rate:	17.64%	17.64%
Research and Development (T/F):	FALSE	FALSE
HIPPA:	No	No
PCA:	52749	52079
Index:	50341	50341

Agency	UEI	Amount	Amount	Grand Total:
Crook	000557315405	\$25,000.00	\$0.00	\$25,000.00

<b>PE36 Alcohol &amp; Drug Prevention Education Program (ADPEP)</b>						
Federal Award Identification Number:	State Funds	State Funds	State Funds	B08TIO83472	B08TIO83472	B08TIO83472
Federal Award Date:				04/22/21	04/22/21	04/22/21
Budget Performance Period:				10/01/2020-09/30/2022	10/01/2020-09/30/2022	10/01/2020-09/30/2022
Awarding Agency:				SAMHSA	SAMHSA	SAMHSA
CFDA Number:				93.959	93.959	93.959
CFDA Name:				Block Grants for Prevention and Treatment of Substance Abuse	Substance Abuse Prevention & Treatment Block Grant	Substance Abuse Prevention & Treatment Block Grant
Total Federal Award:				5,145,076	10,290,151	10,290,151
Project Description:				Substance Abuse Prevention & Treatment Block Grant	Block Grant for Prevention and Treatment of Substance Abuse	Block Grant for Prevention and Treatment of Substance Abuse
Awarding Official:				Jessica Hartman	Wendy Pang	Wendy Pang
Indirect Cost Rate:				17.64%	17.64%	17.64%
Research and Development (T/F):	FALSE	FALSE	FALSE	FALSE	FALSE	FALSE
HIPPA:	No	No	No	No	No	No
PCA:	52613	52617	52784	52514	52517	52516
Index:	50341	50341	50341	50341	50341	50341

Agency	UEI	Amount	Amount	Amount	Amount	Amount	Amount	Grand Total:
Crook	000557315405	\$287.88	\$2,891.00	\$4,691.74	\$53,379.38	\$34,842.49	\$35,126.92	\$131,219.41

<b>PE42-12 MCAH Oregon Mothers Care Title V</b>	
Federal Award Identification Number:	B0445239
Federal Award Date:	04/12/22
Budget Performance Period:	10/01/2021-09/30/2023
Awarding Agency:	DHHS/HrRSA
CFDA Number:	93.994
CFDA Name:	Maternal and Child Health Services Block Grant to the States
Total Federal Award:	3,599,798
Project Description:	Maternal and Child Health Services
Awarding Official:	Ann Ferrero
Indirect Cost Rate:	10%
Research and Development (T/F):	FALSE
HIPPA	Yes
PCA:	52336
Index:	50336

Agency	UEI	Amount	Grand Total:
Crook	000557315405	\$13,263.00	\$13,263.00

<b>PE43-01 Public Health Practice (PHP) - Immunization Services</b>	
Federal Award Identification Number:	NH23IP922626
Federal Award Date:	07/01/22
Budget Performance Period:	07/01/2019-06/30/2024
Awarding Agency:	HHS/CDC
CFDA Number:	93.268
CFDA Name:	Immunization Cooperative Agreements
Total Federal Award:	109,473,648
Project Description:	Immunization and Vaccines for Children
Awarding Official:	Divya Cassity
Indirect Cost Rate:	17.64%
Research and Development (T/F):	FALSE
HIPPA	No
PCA:	53534
Index:	50404

Agency	UEI	Amount	Grand Total:
Crook	000557315405	\$8,604.00	\$8,604.00

<b>PE46-05 RH Community Participation &amp; Assurance of Access</b>		
Federal Award Identification Number:	FPHPA006556	FPHPA006556
Federal Award Date:	03/24/22	03/24/22
Budget Performance Period:	04/01/2022-03/31/2023	04/01/2022-03/31/2023
Awarding Agency:	DHHS	DHHS
CFDA Number:	93.217	93.217
CFDA Name:	Family Planning Services	Family Planning Services
Total Federal Award:	13,168,883	13,168,883
Project Description:	Oregon Reproductive Health Program	Oregon Reproductive Health Program
Awarding Official:	Dr. Helene Rimberg	Dr. Helene Rimberg
Indirect Cost Rate:	17.64%	17.64%
Research and Development (T/F):	FALSE	FALSE
HIPPA	No	No
PCA:	52797	TBD
Index:	50333	50333

Agency	UEI	Amount	Amount	Grand Total:
Crook	000557315405	\$12,804.47	\$4,268.16	\$17,072.63

<b>PE62 Overdose Prevention-Counties</b>			
Federal Award Identification Number:	H79TI083316	NU17CE925018	NU17CE925018
Federal Award Date:	08/09/21	10/29/21	
Budget Performance Period:	9/30/2021-9/29/2022	09/01/2021-08/31/2022	09/01/2022-08/31/2023
Awarding Agency:	SAMHSA	CDC	CDC
CFDA Number:	93.788	93.136	93.136
CFDA Name:	Opioid STR	Injury Prevention and Control Research and State and Community Based Programs	Injury Prevention and Control Research and State and Community Based Programs
Total Federal Award:	15,301,349	2,894,318	\$3,034,987
Project Description:	Oregon SOR 2020 Grant	Oregon Overdose Data To Action (OD2A)	Oregon Overdose Data To Action (OD2A)
Awarding Official:	Laurasona Leigh	Ms. Tawanda Asamaowei	Ms. Tawanda Asamaowei
Indirect Cost Rate:	17.64%	17.64%	17.64%
Research and Development (T/F):	FALSE	FALSE	FALSE
HIPPA	No	No	No
PCA:	82334	52293	TBD
Index:	87850	50339	50339

Agency	UEI	Amount	Amount	Amount	Grand Total:
Crook	000557315405	\$18,680.00	\$0.00	\$9,340.00	\$28,020.00

# DOCUMENT RETURN STATEMENT

Please complete the following statement and return with the completed signature page and the Contractor Data and Certification page and/or Contractor Tax Identification Information (CTII) form, if applicable.

If you have any questions or find errors in the above referenced Document, please contact the contract specialist.

**Document number:** 169507-10 , hereinafter referred to as "Document."

I, \_\_\_\_\_  
Name Title

received a copy of the above referenced Document, between the State of Oregon, acting by and through the Department of Human Services, the Oregon Health Authority, and

Crook County by email.

**Contractor's name**

On October 19, 2022 ,  
Date

I signed the electronically transmitted Document without change. I am returning the completed signature page, Contractor Data and Certification page and/or Contractor Tax Identification Information (CTII) form, if applicable, with this Document Return Statement.

\_\_\_\_\_  
Authorizing signature

10/19/2022  
Date

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



**SMAF CONSTRUCTION, LLC**  
**P.O. BOX 672**  
**2260 INDUSTRIAL PARK WAY**  
**O) 541-447-5643**  
**F) 541-447-2190**  
**CCB # 159128**

10/4/2022  
 Crook County  
 300 NE 3rd Street  
 Prineville, OR 97754  
 Attn: Joe Viola 541.480.7746 o) 541416.3811

RE: Demo house at 750 SE Dunham

DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION	
<b>100 - MOBILIZATION/LOCATES</b>					<b>\$ 1,177.50</b>
MOBILIZATION - LOCAL	1.00	LS	\$ 981.00	\$ 981.00	
FUEL SURCHARGE	1.00	LS	\$ 196.50	\$ 196.50	
PRIVATE LOCATES	0.00	HRS	\$ 130.00	\$ -	
<b>400 - DESCRIPTION</b>					<b>\$ 12,865.00</b>
200 EXCAVATOR	5.00	HRS	\$ 240.00	\$ 1,200.00	
SKID STEER	2.00	HRS	\$ 160.00	\$ 320.00	
DUMP TRUCKS	0.00	HRS	\$ 110.00	\$ -	
SIDE DUMP	3.00	HRS	\$ 140.00	\$ 420.00	
DEMO TRAILER	19.00	HRS	\$ 140.00	\$ 2,660.00	
LABOR	4.00	HRS	\$ 60.00	\$ 240.00	
DISPOSAL	140.00	TON	\$ 55.00	\$ 7,700.00	
MATERIALS	1.00	LS	\$ 325.00	\$ 325.00	
3/4" - 0 ROCK DEL.	20.00	YD	\$ 26.60	\$ 532.08	
PERMITS	1.00	EACH	\$ 98.00	\$ 98.00	
12% FUEL SURCHARGE ON EQUIP	1.00	LS	\$ 615.85	\$ 615.85	
TOTAL					<u><u>\$ 14,042.50</u></u>

**\*\* DISPOSAL WILL BE BILLED AT ACTUAL QUANTITIES, ABOVE IS AN ESTIMATE**

If you have any questions please give me a call at 541-447-5643 or on my mobile phone at 541-480-7974.

Thank you,

Mel Davis

Greenbar Excavation, LLC  
 PO Box 7  
 Prineville, OR 97754  
 541-903-4343  
 Greenbarexcavation@gmail.com  
 www.greenbarexcavation.com

# Estimate 1431



<b>ADDRESS</b> Crook County 203 NE Court St Prineville, Or 97754 750 SE Dunham St Prineville, Or 97754	<b>DATE</b> 09/29/2022	<b>TOTAL</b> \$16,000.00	<b>EXPIRATION DATE</b> 10/29/2022
-----------------------------------------------------------------------------------------------------------------------	---------------------------	-----------------------------	--------------------------------------

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	<b>Equipment Mobilization</b>	Equipment Mobilization	1	1,000.00	1,000.00
	<b>Demolition</b>	Demolition of house and foundation	1	14,000.00	14,000.00
	<b>Concrete Removal</b>	Concrete Removal	1	1,000.00	1,000.00
	<b>Asbestos Abatement</b>	Asbestos Abatement Excluded, This bid assumes Building will be asbestos Free	1	0.00	0.00
	<b>Permit Clause</b>	This bid Excludes any permits unless specified in this bid	1	0.00	0.00
	<b>Exclusions</b>	Any Import to fill voids from foundation removal, any import need will be billed at 350.00/load	1	0.00	0.00

A 3% credit card fee will be included on invoice.  
 Septic tank pumps and material deliveries are due within one week of service date.  
 Late charges are 5% per month if not paid within 30 days of issuance.

**TOTAL** **\$16,000.00**

THANK YOU.

Billing Questions? Contact Jenna (541-639-7087)  
 Jennaexcavation@gmail.com  
 CCB# 237539 DEQ# 39103

Accepted By

Accepted Date

Billing Questions? Contact Jenna (541-639-7087)  
Jennaexcavation@gmail.com  
CCB# 237539 DEQ# 39103



**YORK BROS EXCAVATION**  
 1881 SW 1st St  
 REDMOND, OREGON 97756  
 bendoffice@yorkbros.com

# ESTIMATE

## PROJECT

NAME \_\_\_\_\_ 750 Dunham Demo  
 DESCRIPTION \_\_\_\_\_ Demolition  
 ADDRESS \_\_\_\_\_ 750 SE Dunham St.  
 ADDRESS \_\_\_\_\_ Prineville, OR

## CLIENT

NAME \_\_\_\_\_ Crook County  
 CONTACT \_\_\_\_\_ Joe Viola  
 PHONE \_\_\_\_\_ 541-416-3811  
 EMAIL \_\_\_\_\_ [joe.viola@co.crook.or.us](mailto:joe.viola@co.crook.or.us)

CATEGORY	DESCRIPTION	TOTAL
PROJECT PREPARATION	Mobilization	\$ 1,500.00
		<b>SUBTOTAL \$ 1,500.00</b>
<b>VALUE ENGINEERING, OPTIONS, &amp; SUGGESTIONS</b>		
SITE WORK	Demolition includes removal of building, building materials, and foundation. Bid does not include any abatement of hazardous materials, tree removal, or any removal of vehicles or debris on-site that are outside of the building footprint.	\$ 15,200.00
		<b>SUBTOTAL \$ 15,200.00</b>
<b>VALUE ENGINEERING, OPTIONS, &amp; SUGGESTIONS</b>		
	Building site will be left with bare soil at existing grade	
		<b>TOTAL \$ 16,700.00</b>

### NOTES

- Budget created from call and photos received on: 09/06/22
- Work requested without stamped plans, NTP, and permitting will be at the cost of the Client

### EXCLUSIONS / OPTIONAL ITEMS

- Estimated prices and schedules are subject to change due to material cost volatility and availability
- Estimated prices and schedules are subject to change due to fuel cost volatility
- Haul off of hammered rock or site spoils beyond estimations to be billed hourly at \$100 per hour
- Additional site work requested beyond scope to be billed off of equipment rate schedule - provided upon request
- Engineering, Staking, or Surveying provided and procured by client
- Project management/Facilitation of work beyond scope to be billed hourly at \$135 per hour
- Project Permits, Fees, Inspection responsibilities, and bonding provided and procured by client
- QA, QC, Compaction, and Soils Testing provided and procured by client
- No Abatement of hazardous materials, contaminated soils, and unknown underground tanks
- No Electrical of any kind - see electrician
- No Plumbing of any on-site domestic water lines - see plumber
- Weather related costs and scheduled delays
- NTP ,Permit, and Design delays or hinderences to schedule will incur additional percentages to each affected line item

### TERMS

CONTRACTORS RESPONSIBILITIES ARE LIMITED TO ITEMS LISTED ABOVE. PROPOSAL INCLUDES, MATERIALS AND LABOR AS REQUIRED IN ACCORDANCE WITH THE ABOVE SPECIFICATIONS FOR THE BUDGET OF PROGRESSIVE BILLING FOR PROJECT IS DUE BY THE 10TH OF EACH MONTH. FINAL PAYMENT DUE UPON COMPLETION OF WORK.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration from the above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, and other necessary insurance. The contractor shall furnish all necessary liability insurance and shall furnish all necessary coverage under Workmen's Compensation. The Contractor is to ensure that all Subcontractors shall provide verification of Workers Compensation insurance and State liability and bond when appropriate.

This Proposal is valid for 15 days.

Customer accepts this Proposal by returning this Proposal signed below to York Bros Excavation, or by accepting any part of York Bros Excavation performance under this Proposal. This document and performance becomes the agreement acceptance and Contract. Upon acceptance, Terms and conditions stated above are binding.

Thank you

For any questions concerning this quote,  
 please contact

JOSH ZACK  
 925-324-7698

joshz@yorkbros.com  
 WWW.YORKBROS.COM

CLIENT SIGNATURE

DATE

CONTRACTOR SIGNATURE

*York Bros - Josh Zack*

DATE

*9/8/22*



IN THE COUNTY COURT OF THE STATE OF OREGON  
FOR THE COUNTY OF CROOK

AN ORDER ADOPTING THE CROOK )  
COUNTY SAFETY COMMITTEE ) ORDER 2022-51  
OPERATING CHARTER )

**WHEREAS**, the Crook County Safety Committee (the “Committee”) wishes to promote safety and operating guidelines for the Committee;

**NOW, THEREFORE**, the Crook County Court hereby **ORDERS** that the 2022 Crook County Safety Committee Operating Charter is adopted as indicated in the attached Exhibit A. This policy is effective immediately upon execution hereof.

DATED this 19<sup>th</sup> day of October 2022.

CROOK COUNTY COURT

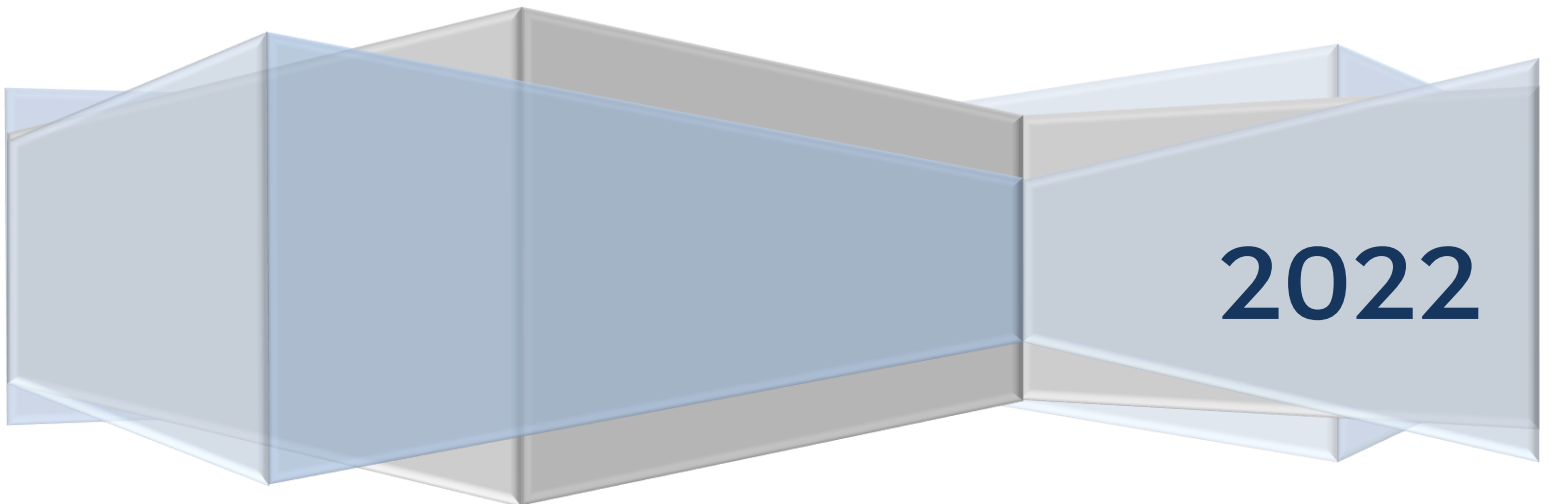
\_\_\_\_\_  
SETH CRAWFORD, County Judge

\_\_\_\_\_  
JERRY BRUMMER, County Commissioner

\_\_\_\_\_  
BRIAN BARNEY, County Commissioner



# Safety Committee Operating Charter



## A. Purpose

The purpose of the Safety Committee and safety meetings is to bring workers and management together in a collaborative effort to promote overall safety for Crook County.

It is our policy for the Safety Committee and safety meetings to communicate and evaluate safety and health issues to assist with protecting all of our employees. Injuries and property loss from accidents are needless, costly, and preventable. Therefore, we must adhere to fundamental safety concepts that will help prevent injury and loss due to recognized hazards.

The Safety Committee is open to all employees of Crook County and, subject to their approval, those other employers who share buildings and office space with Crook County.

The County may establish separate, department-specific or project specific safety committees as it may deem prudent.

## B. Applicable Legal Standard

1. State: OAR 437-001-0765 Safety Committees and Safety Meetings

## C. Definitions

**Management** - Department Heads and Supervisors.

**Employee Representative** - An individual selected, who serves as a spokesperson from your department on the Safety Committee.

**Safety Committee** - Consists of management and staff representatives that have an interest in the general promotion of safety and health.

**Safety Meetings** - Includes all available employees with at least one employer representative authorized to ensure correction of safety and health issues. These will be held on company time and attendees will be paid at their regular rate of pay while attending.

## D. General Responsibilities

1. **Overall Management**: The overall management is responsible for preventing accidents and injuries. Our management provides direction and full support of all safety procedures, job training and hazard elimination practices.
2. **Supervisors**: Supervisors are directly responsible for job training of their workers. Job training will include proper procedures, work practices and safe methods to carry out duties. Supervisors will enforce our safety rules and take corrective action to eliminate hazardous conditions.
3. **Safety Committee**: The Safety Committee's responsibility is to advise management on safety and health issues, safe work practices, and to provide leadership in protecting the safety and health of all employees. The Safety Committee plays an important role as the prime forum for communication and exchange of information on all safety issues.

- a) The committee is charged with the responsibility to define problems and obstacles for loss prevention; identify hazards and suggest corrective actions; help identify employee safety training needs; and to recommend accident investigation procedures and other safety-related practices.
- b) The Safety Committee will be kept fully informed on safety issues throughout Crook County in order to regularly review the effectiveness of the safety program.
- c) All personnel are expected to cooperate in all aspects regarding safety and health issues. Some of the fundamental safety concepts are:
  - I. Accidents must be reported to the Supervisor in accordance with the Crook County Employee Handbook, usually on the same day they occur.
  - II. Required personal protective equipment will be worn by all employees. There are no exceptions.
  - III. Machines or equipment without adequate guarding, or in questionable condition, will not be used. Hazardous equipment will be immediately reported to the Supervisor.
  - IV. Hazardous conditions, or other safety concerns, are to be reported to the Supervisor or County Maintenance office immediately.

**E. The Safety Committee's Goals and Duties**

The following obligations have been assigned to the Safety Committees in compliance with Oregon Administrative Rule 437-001-0765:

- 1. Work with management to establish, amend or adopt accident investigation procedures that will identify and correct hazards.
- 2. Have a system that allows employees an opportunity to report hazards, safety and health related suggestions.
- 3. Establish procedures for reviewing inspection reports and for making recommendations to management.
- 4. Evaluate all accident and incident investigations, except for those departments or projects which have their own safety investigation procedures and make recommendations for ways to prevent similar events from occurring.
- 5. Make Safety Committee meeting minutes available for all employees to review.
- 6. Evaluate management's accountability system for safety and health and recommend improvements. Examples include use of incentives, discipline, and evaluating success in controlling safety and health hazards.

## **F. Safety Committee Responsibility & Authority**

1. The Safety Committee does not make policy, but it is responsible for making recommendations to management on employee safety and health issues. The County Court or Department Head will consider each recommendation and notify the Safety Committee what action will be taken, why, and when by the next available safety meeting.
2. The committee, or its members, will not interfere with the work of staff, and they will not disturb the affairs of any department, or challenge Supervisor authority.

## **G. Committee Membership**

1. The committee will be composed of employer-selected members and employee-elected or volunteer members.
2. Safety Committee members will be volunteers, or be elected by their peers, and represent the various departments in our organization.
3. Employee members will represent major activities and departments of the County's operations.
4. Management representatives should have authority to make decisions regarding unsafe acts and hazards identified by committee members.
5. Safety Committee participation will be used to provide positive reinforcement to those who take the extra effort to make our facilities a safe environment, thus making committee participation a valued activity.
6. Employees will be encouraged to submit safety recommendations, concerns, etc. to their Safety Committee representative.

## **H. Safety Committee Organization and Operational Procedures**

### **Basic Organization**

1. The Safety Committee will make certain that the committee membership represents the safety and health concerns of all locations that do not maintain their own safety committee.

### **Basic Operations**

1. The Safety Committee will meet monthly on County time with the exception during Quarterly Inspection months.
2. A Safety Chairman and Secretary will be appointed by a majority of the committee and will serve for a minimum of 1 year.
  - a) The duties of the Safety Chairman are to lead meetings; prepare meeting agenda; review minutes and send to Committee prior to monthly meetings; sign claim sheets

and send to Finance for processing; schedule and send meeting invites to Committee; and obtain incident reports from HR.

- b) The duties of the Secretary are to take and prepare meeting minutes and serve as back up to the Chairman.
3. Employee representatives attending Safety Committee meetings required by OAR 437-001-0765 or participating in Safety Committee training or instruction will be compensated at their regular rate of pay.
  4. Employee representatives will serve a continuous term of at least one (1) year.
  5. Safety Committee members will receive training in Safety Committee operations, the principles of accident/incident investigations for use in evaluating those events, and hazard identification.
  6. Safety Committee Member duties:
    - a) Be active in completing assignments given by the Committee, as well as acting as an area representative in matters pertaining to health and safety.
    - b) Observe how the safety and health policies are enforced in the work environment.
    - c) Provide advice to immediate Supervisors about situations which could lead to injury or illness.
    - d) Recommend safeguards and warn of potential hazards.
    - e) Be open to education and training.
    - f) Conduct quarterly workplace inspections.

### **Meeting Conduct**

The meeting will be conducted following a prescribed format:

1. The committee will hold regular meetings at least once a month, except in those months in which the mandatory quarterly safety inspections are made. Quarterly inspections can be substituted for the monthly meeting in the month the inspection is made.
2. Committee Written Records:
  - a) Minutes will be made of each meeting and maintained for a period of three years for inspection by OR-OSHA. The records will be kept in the Human Resources files. The minutes for each meeting should include the following:
    - I. A record of who attended the meeting.
    - II. Meeting date.

- III. All safety and health issues discussed, including tools, equipment, work environment, and work practice hazards.
- IV. Recommendations for corrective action and a reasonable date by which management agrees to respond.
- V. Person responsible for follow up on any recommended corrective actions.
- VI. All reports, evaluations, and recommendations made by the committee.
- VII. Copies of the meeting minutes will be given to all committee members and additionally made available to all employees through posting on the appropriate bulletin boards.

**Conducting Inspections**

- 1. The committee will have established practices for workplace inspections by a Safety Committee team to assist in locating and identifying safety and health hazards.
- 2. Any safety deficiencies identified will be made known to the Department Head so that corrective action may be expedited.
- 3. Inspections will be completed on a quarterly basis for all primary fixed locations.
- 4. The committee will additionally implement procedures for the review of all safety inspections and means of making appropriate recommendations to the Supervisor or Department Head as to how to eliminate hazards and unsafe work practices in the workplace.
- 5. A written record of all such inspections, related recommendations and management's response, will be maintained by the committee as a part of its normal recording procedures.
- 6. Safety inspections will be conducted at the following County locations:
  - Admin
  - Assessor
  - Community Development
  - County Clerk
  - District Attorney's & Victim Advocate
  - Extension
  - Fairgrounds
  - Facilities
  - GIS/IT
  - Health
  - Jail
  - Juvenile
  - Legal/HR
  - Library
  - Museum
  - Parole & Probation
  - Sheriff
  - Treasury/Finance
  - Veterans
  - Weed control

### **Accident Investigations**

1. The Safety Committee will work with Department Heads and Supervisors to establish procedures for the investigation and review of all safety-related incidents including injury, illness and deaths.
2. Accident investigations done by management will be reviewed as part of the monthly safety meetings. The committee will evaluate all injuries/illnesses and "near-miss" accidents reported to the Supervisor and/or committee and any related investigations completed.
3. If upon review, the committee feels additional information is required, they may send representatives to the accident site to ensure that the actual cause of the event has been identified.
4. The committee upon such review will make recommendations to the Department Head or Supervisor as appropriate for purpose of preventing recurrence of such events.

### **Safety Committee Training**

1. Members of the Safety Committee will receive required periodic training as relates to the following areas:
  - a) The function and duties of the Safety Committee.
  - b) Hazard identification in the workplace.
  - c) The principles regarding effective accident investigation.
2. A written record of the training needs to be maintained.
3. The Supervisor or Department Heads will ensure that the training is provided.
4. The Safety Committee will provide additional training to all County staff such as First-Aid/CPR/AED, Proper Fire Extinguisher use, and others as they may be available.

### **Effective Committee Operation**

Only the planning and effective joint leadership of management and staff who are on the Safety Committee can build a program which lasts. The Safety Committee will be a constructive entity, providing guidance and leadership in matters pertaining to the overall health and safety of our organization.

### **Annual Review**

The Safety Committee will review and provide an annual report in writing to all County staff of the committee's activities to enhance workplace safety as it relates to:

- a) The injury and illness statistical analysis.



b) Our overall safety program.

c) Management's accountability system for safety and health.

Please note that motor pool vehicle supplies will be charged to the motor pool account. Department vehicle supplies will be paid for and maintained by the owning department.

# Crook County Counsel's Office

Mailing: 300 NE Third St., Prineville, OR 97754

• Phone: 541-416-3919

Physical: 301 NE 3<sup>rd</sup> St., Ste 200, Prineville, OR 97754

• Fax: 541-447-6705



## MEMO

TO: Crook County Court

FROM: County Counsel

DATE: October 12, 2022

RE: *Track Loader Cab Repair/Replacement*  
Our File No.: LANDFILL 109

---

The Landfill is seeking repairs for one of their pieces of heavy equipment. Normally the dollar value of these repairs would require an intermediate procurement process. However, under CCC 3.12.090, one of the adopted exceptions to the normal procurement rules are for repairs and maintenance of heavy equipment. The County adopted procedures whereby repairs estimated to cost less than \$150,000 may be secured directly with equipment dealerships or brand-approved service vendors without competitive process. I have reviewed the attached price quotes and advise that it would fall into this exemption.

Please let me know if you have any questions.

**Please place this memo and the attached document(s) on the Wednesday, October 19, 2022 County Court Agenda as a DISCUSSION ITEM, \*for approval and signatures**

**Memo to County Court for consideration of repair/replace of Landfill Caterpillar 973**

2014 Caterpillar 973

~7500 hours on the machine

Estimated life of machine as a primary mover ~12,000 hours

The Landfills Caterpillar 973 track load cab was damaged in a roll-over accident and is no longer certifiable by Caterpillar. There are essentially 3 options for repair or replacement.

1. Complete machine replacement:
  - a. ~\$650,000
2. Replace with a new cab:
  - a. \$88,216.54
  - b. Estimated lead time of 90 days for delivery
3. Replace with a used cab:
  - a. \$63,390.37
  - b. Currently one available in the US
  - c. Used cabs are deemed certified by Caterpillar until damage is noted upon inspection
  - d. If cab fails inspection, it cannot be used

Landfill recommendation is option 3 (used cab) providing it passes inspection.

Jeff Merwin

Landfill Manager



Peterson Tractor Co. (California) & Peterson Machinery Co. (Oregon/Washington)  
 3635 SW AIRPORT WAY  
 REDMOND, OR 97756  
 541-548-8566

**Quote #2112440 - 1**

**CROOK COUNTY LANDFILL**  
**COUNTY COURTHOUSE 300 NE 3RD ST**  
**PRINEVILLE 97754 1949**

CUSTOMER NO.	CONTACT	PHONE NO.	FAX NO.	WORK ORDER NO.
1057000	AARON REINHART	541-447-2398		
Quote NO.	P.O. NO.	DATE	EMAIL	
2112440		10/7/2022	aaron.reinhart@co.crook.or.us	
MAKE	MODEL	SERIAL NO.	UNIT NO.	SMU
AA	973D	0LCP00405	406	72530
DESCRIPTION:				
REPAIR DAMAGE				

**SEGMENT: 01**      TRANSPORT MACHINE (052 7000)  
                          HAUL MACHINE TO AND FROM JOB

**Misc**

Item Number	Description	Qty	Unit Price	Disc Price	Ext Price
MISC	HAUL MACHINE	1	1,750.00	1,750.00	1,750.00
<b>Total Misc:</b>					1,750.00

**Segment 01 Total:**      1,750.00

**SEGMENT: 02**      REPLACE ROPS/FOPS CAB (510 7325)  
                          REPLACE CAB WITH USED CAB  
                          PARTS ON STOCK ORDER TERMS  
                          WORK TO BE DONE AT PETERSON CAT REDMOND

**Parts**

Part Number	Description	Qty	Unit Price	Ext Price
-------------	-------------	-----	------------	-----------

8T7547	BOLT	5	0.58	2.90
2831392	BUMPER	2	28.13	56.26
8T4133	NUT	2	0.44	0.88
1270506	BUMPER AS	2	46.90	93.80
2831408	SPACER	2	24.60	49.20
2943150	CAP	4	7.78	31.12
2811298	GROMMET	1	25.44	25.44
8T4195	BOLT	4	0.88	3.52
1432397	CAP	4	1.49	5.96
8T4191	BOLT	2	0.52	1.04
2831414	SEAL	1	29.58	29.58
2943159	BOOT	2	67.37	134.74
2831415	SEAL	1	11.62	11.62
2891073	SEAL	5	0.21	1.05
2225093	SEAL	156	0.27	42.12
2891080	SEAL	146	0.15	21.90
2891072	SEAL	488	0.24	117.12
3120012	WINDOW AS	1	457.65	457.65
3346694	GLASS	1	320.91	320.91
8T7038	FILM-WARNING	4	11.37	45.48
1470526	PLUG	2	0.45	0.90
2190305	FILM-WARNING	1	10.08	10.08
2203261	FILM-INSTRUCTION	2	14.11	28.22
2778370	FILM-ROPS	1	20.08	20.08
2831435	FILM-IDENTIFICATION	1	18.30	18.30
3026303	FILM-IDENTIFICATION	1	17.53	17.53
3106272	FILM-IDENTIFICATION	1	19.46	19.46
1106393	PLATE-INSTRUCTION	1	11.48	11.48
2905469	DOOR AS-ACCESS	1	845.42	845.42
4I8019	SUPPORT	1	46.08	46.08
2681027	HINGE AS	1	174.23	174.23
3580921	LATCH AS	1	144.57	144.57
5C2890	NUT	4	0.20	0.80
8T4133	NUT	4	0.44	1.76
8T4171	BOLT	2	0.20	0.40
1752539	CASE AS	1	417.79	417.79
2870554	CONDENSER GP	1	2,688.94	2,688.94
7X-2554	BOLT	8	4.85	38.80
3B-4504	LOCKWASHER	8	0.15	1.20
7I-2273	BOLT	2	0.21	0.42
450-4792	ANTENNA AS	1	53.00	53.00
8T4122	WASHER-HARD	8	1.55	12.40
2548628	COVER	1	213.88	213.88
9X2041	SCREW-TRUSS HEAD	8	3.41	27.28
8T4224	WASHER-HARD	6	0.44	2.64
8T4200	BOLT	3	0.34	1.02
1475630	RETAINER	2	0.44	0.88
9X6381	WASHER	2	0.47	0.94
5C9553	BOLT	2	0.24	0.48
5C7261	NUT	1	0.27	0.27
7K1181	STRAP-CABLE	25	0.47	11.75
8T4136	BOLT	9	0.74	6.66

8T4121	WASHER-HARD	8	0.63	5.04
2680960	NUT	2	45.98	91.96
2955742	STRIKER AS	2	39.02	78.04
2576228	COVER AS	1	495.93	495.93
2849815	SCREW-TRUSS HEAD	8	2.31	18.48
1272170	SCREW-TRUSS HEAD	13	2.93	38.09
5P4116	WASHER-HARD	2	0.58	1.16
3034027	CHANNEL	1	120.80	120.80
2576229	COVER AS	1	463.22	463.22
9X2042	SCREW-TRUSS HEAD	2	1.14	2.28
8T4205	WASHER-HARD	2	0.35	0.70
5C2890	NUT	10	0.20	2.00
2831420	HANDLE	1	242.31	242.31
9X2039	SCREW-TRUSS HEAD	4	3.52	14.08
2576188	SEAL	1	18.56	18.56
8M7758	RIVET-POP	2	0.45	0.90
7X7729	WASHER	3	1.03	3.09
2831419	SEAL	1	24.13	24.13
9X2044	SCREW-TRUSS HEAD	6	1.17	7.02
3074348	COVER	1	75.56	75.56
2943144	LATCH AS	2	121.01	242.02
5P4115	WASHER-HARD	16	0.45	7.20
3E8020	SCREW-TRUSS HEAD	8	2.85	22.80
3074349	COVER	1	75.56	75.56
7X0620	WASHER-HARD	10	0.21	2.10
5C2874	NUT	8	0.17	1.36
3120009	SEAL	1	14.47	14.47
2891082	TURNBUCKLE	2	11.24	22.48
2849829	STUD	2	8.36	16.72
2831409	PIVOT	2	17.24	34.48
1073786	BOLT	2	5.56	11.12
6V9669	SCREW-MACHINE	4	1.05	4.20
1794324	LOCKNUT	2	0.38	0.76
9R4872	CLIP	2	0.47	0.94
8T4186	BOLT	1	1.09	1.09
2943142	SEAL	1	3.85	3.85
2943141	SEAL	1	36.83	36.83
3034036	SEAL	1	129.09	129.09
334-6700U	USED CAB	1	29,500.00	29,500.00

**Total Parts:** 38,100.37

**Labor**

Item Number	Description	Qty	Unit Price	Disc Price	Ext Price
SHP	SHOP LABOR	60	159.00	159.00	9,540.00
<b>Total Labor:</b>					9,540.00

**Misc**

Item Number	Description	Qty	Unit Price	Disc Price	Ext Price
FRT	IN BOUND FREIGHT	1	7,000.00	7,000.00	7,000.00
MISC	PARTS	1	5,000.00	5,000.00	5,000.00

OSL	GLASS SHOP LABOR	1	2,000.00	2,000.00	2,000.00
<b>Total Misc:</b>					14,000.00
<b>Segment 02 Total:</b>					61,640.37
<b>Total Segments:</b>					63,390.37
<b>SUB TOTAL (BEFORE TAXES)</b>					<b>63,390.37</b>

- This estimate will expire 30 days from the estimate date.
- Price excludes Freight Charges, Operating Supplies/EPA Fees and Overtime.
- Terms: Net 30.
- Sales Taxes where applicable are not included with the above prices.

**ESTIMATED REPAIR TIME.:** from start date  
 "The Signature is an authorization to proceed with the required repair work as described within the quote".

Issued PO# \_\_\_\_\_, Authorized Name \_\_\_\_\_ Please Print.

Date \_\_\_\_ / \_\_\_\_ / \_\_\_\_ . \_\_\_\_\_  
 Signature

Any Questions? Please Call Jeremy Hanson at (541) 419-4017.

### Terms and Conditions

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Peterson Tractor Co. (California) & Peterson Machinery Co. (Oregon/Washington)  
 3635 SW AIRPORT WAY  
 REDMOND, OR 97756  
 541-548-8566

**Quote #2112413 - 1**

**CROOK COUNTY LANDFILL**  
**COUNTY COURTHOUSE 300 NE 3RD ST**  
**PRINEVILLE 97754 1949**

CUSTOMER NO.	CONTACT	PHONE NO.	FAX NO.	WORK ORDER NO.
1057000	AARON REINHART	541-447-2398		
Quote NO.	P.O. NO.	DATE	EMAIL	
2112413		10/6/2022	aaron.reinhart@co.crook.or.us	
MAKE	MODEL	SERIAL NO.	UNIT NO.	SMU
AA	973D	0LCP00405	406	72530
DESCRIPTION:				
REPAIR DAMAGE				

**SEGMENT: 01**      TRANSPORT MACHINE (052 7000)  
                          HAUL MACHINE TO AND FROM JOB

**Misc**

Item Number	Description	Qty	Unit Price	Disc Price	Ext Price
MISC	HAUL MACHINE	1	1,750.00	1,750.00	1,750.00
<b>Total Misc:</b>					1,750.00

**Segment 01 Total:**      1,750.00

**SEGMENT: 02**      REPLACE ROPS/FOPS CAB (510 7325)  
 REPLACE CAB WITH NEW CAB  
 PARTS ON STOCK ORDER TERMS  
 WORK TO BE DONE AT PETERSON CAT REDMOND  
 CAB IS OUT 90 DAYS AFTER ORDER IS PLACED

**Parts**



Part Number	Description	Qty	Unit Price	Ext Price
8T7547	BOLT	5	0.58	2.90
2831392	BUMPER	2	28.13	56.26
8T4133	NUT	2	0.44	0.88
1270506	BUMPER AS	2	46.90	93.80
2831408	SPACER	2	24.60	49.20
2943150	CAP	4	7.78	31.12
2811298	GROMMET	1	25.44	25.44
8T4195	BOLT	4	0.88	3.52
1432397	CAP	4	1.49	5.96
8T4191	BOLT	2	0.52	1.04
2831414	SEAL	1	29.58	29.58
2943159	BOOT	2	67.37	134.74
2831415	SEAL	1	11.62	11.62
2891073	SEAL	5	0.21	1.05
2225093	SEAL	156	0.27	42.12
2891080	SEAL	146	0.15	21.90
2891072	SEAL	488	0.24	117.12
3120012	WINDOW AS	1	457.65	457.65
3346694	GLASS	1	320.91	320.91
8T7038	FILM-WARNING	4	11.37	45.48
1470526	PLUG	2	0.45	0.90
2190305	FILM-WARNING	1	10.08	10.08
2203261	FILM-INSTRUCTION	2	14.11	28.22
2778370	FILM-ROPS	1	20.08	20.08
2831435	FILM-IDENTIFICATION	1	18.30	18.30
3026303	FILM-IDENTIFICATION	1	17.53	17.53
3106272	FILM-IDENTIFICATION	1	19.46	19.46
1106393	PLATE-INSTRUCTION	1	11.48	11.48
2905469	DOOR AS-ACCESS	1	845.42	845.42
4I8019	SUPPORT	1	46.08	46.08
2681027	HINGE AS	1	174.23	174.23
3580921	LATCH AS	1	144.57	144.57
5C2890	NUT	4	0.20	0.80
8T4133	NUT	4	0.44	1.76
8T4171	BOLT	2	0.20	0.40
1752539	CASE AS	1	417.79	417.79
3346700	CAB AS.	1	54,326.17	54,326.17
2870554	CONDENSER GP	1	2,688.94	2,688.94
7X-2554	BOLT	8	4.85	38.80
3B-4504	LOCKWASHER	8	0.15	1.20
7I-2273	BOLT	2	0.21	0.42
450-4792	ANTENNA AS	1	53.00	53.00
8T4122	WASHER-HARD	8	1.55	12.40
2548628	COVER	1	213.88	213.88
9X2041	SCREW-TRUSS HEAD	8	3.41	27.28
8T4224	WASHER-HARD	6	0.44	2.64
8T4200	BOLT	3	0.34	1.02
1475630	RETAINER	2	0.44	0.88
9X6381	WASHER	2	0.47	0.94
5C9553	BOLT	2	0.24	0.48
5C7261	NUT	1	0.27	0.27

7K1181	STRAP-CABLE	25	0.47	11.75
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8T4186	BOLT	1	1.09	1.09
2943142	SEAL	1	3.85	3.85
2943141	SEAL	1	36.83	36.83
3034036	SEAL	1	129.09	129.09

**Total Parts:** 62,926.54

**Labor**

Item Number	Description	Qty	Unit Price	Disc Price	Ext Price
SHP	SHOP LABOR	60	159.00	159.00	9,540.00

**Total Labor:** 9,540.00

**Misc**

Item Number	Description	Qty	Unit Price	Disc Price	Ext Price
FRT	IN BOUND FREIGHT	1	7,000.00	7,000.00	7,000.00

MISC	PARTS	1	5,000.00	5,000.00	5,000.00
OSL	GLASS SHOP LABOR	1	2,000.00	2,000.00	2,000.00
				<b>Total Misc:</b>	14,000.00

**Segment 02 Total:** 86,466.54

**Total Segments:** 88,216.54

**SUB TOTAL (BEFORE TAXES)** 88,216.54

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**ESTIMATED REPAIR TIME.: from start date**  
**"The Signature is an authorization to proceed with the required repair work as described within the quote".**

**Issued PO# \_\_\_\_\_, Authorized Name \_\_\_\_\_ Please Print.**

**Date** \_\_\_\_ / \_\_\_\_ / \_\_\_\_.

\_\_\_\_\_  
Signature

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