



BOARD OF COUNTY COMMISSIONERS FOR COLUMBIA COUNTY, OREGON

Wednesday, April 20, 2016
10:00 a.m. - Room 308

BOARD MEETING AGENDA

CALL TO ORDER/FLAG SALUTE

MINUTES:

- Minutes, April 13, 2016 Board meeting;
- Minutes, April 13, 2016 Staff meeting.

VISITOR COMMENTS - 5 MINUTE LIMIT

MATTERS:

- 1) Mark Weber NW Natural Project Update

CONSENT AGENDA:

- (A) Ratify the Select to Pay for week of 4/18/16.
- (B) Order No. 7-2016, "In the Matter of amending the County Fee Schedule for Inmate Housing Fees".
- (C) Authorize County Counsel to fill a paralegal position in the Office of County Counsel.
- (D) Assign Jail Commander Position to Exempt Salary Range E07, effective 5/1/16.

AGREEMENTS/CONTRACTS/AMENDMENTS:

- (E) Road Use Permit from Weyerhaeuser Columbia Timberlands, LLC. for Carcus Creek Timber Harvest and authorize Glen Crinklaw to sign.
- (F) Amendment #4 to the 2015-2017 IGA #148004 with the Oregon Health Authority and authorize the Chair to sign.
- (G) Amendment #5 to the 2015-2017 IGA #148004 with the Oregon Health Authority and authorize the Chair to sign.
- (H) Amendment #6 to the 2015-2017 IGA #148004 with the Oregon Health Authority and authorize the Chair to sign.
- (I) Personal Services Contract with Clark Nuber PS for Federal Compliance and Grant Services.

DISCUSSION ITEMS:

COMMISSIONER HYDE COMMENTS:

COMMISSIONER HEIMULLER COMMENTS:

COMMISSIONER FISHER COMMENTS:

EXECUTIVE SESSION:

Pursuant to ORS 192.640(1), the Board of County Commissioners reserves the right to consider and discuss, in either open session or Executive Session, additional subjects which may arise after the agenda is published.

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR COLUMBIA COUNTY, OREGON

In the Matter of Amending the County Fee)
Schedule For Inmate Housing Fees) ORDER NO. 7 - 2016

WHEREAS, ORS 169.152 provides that the County may seek reimbursement from a person who is or was committed to the Columbia County Jail upon conviction of a crime for any expenses incurred by the County in safekeeping and maintaining the person; and

WHEREAS, the County may seek reimbursement at the rate of \$60.00 per day or its actual daily costs for safekeeping and maintaining the person, whichever is less; and

WHEREAS, upon conviction, the County may seek reimbursement for each day the person was confined to the Jail, including, but not limited to, any period of pretrial detention; and

WHEREAS, the Columbia County Sheriff has determined that the actual expense incurred by the County in safekeeping and maintaining an inmate is at least \$58.10 per day; and

WHEREAS, a fee of \$25.00 per day is not expected to deter inmates from voluntarily pay housing fees, and will considerably increase the amount of fees collected for the safekeeping and maintenance of inmates; and

WHEREAS, ORS 169.150 provides that the County may charge persons committed to the Columbia County Jail, a reasonable health care fee for any health care services, medications and equipment provided to the person while committed, if the County provides necessary medical care regardless of the person's ability to pay, provides equal treatment to all persons committed to the facility regardless of the person's ability to pay, establishes a system that notifies the person of the fees and what services are covered; and establishes a grievance system that allows a person to challenge the deduction of a fee from the person's account; and

WHEREAS, the Columbia County Sheriff has determined that the fees set out in Exhibit "1", which is attached hereto and are incorporated herein by this reference, are reasonable health care fees for health care services, medications and equipment provided while a person is committed to the Columbia County Jail; and

WHEREAS, the County provides necessary medical care regardless of an inmate's ability to pay, provides equal treatment to all persons committed to the Jail regardless of the person's ability to pay, has established a system that notifies inmates of the reasonable health care fees set forth in Exhibit 1, and has an established a grievance system by which

an inmate may challenge the deduction of a fee from the person's account; and

WHEREAS, pursuant to ORS 297.160, interested persons were provided an opportunity to comment on the fees adopted herein;

NOW, THEREFORE, IT IS HEREBY ORDERED as follows:

- 1. The County Fee Schedule is hereby amended by the incorporation of the following fees in the Columbia County Jail:

FEE

Per diem housing cost	\$25.00
Health care fee	Per Exhibit "1"

- 2. Reimbursement of per diem housing costs shall be credited to the general fund of the County to be available for general fund purposes.
- 3. Fees adopted herein shall be reviewed as part of the annual budget process as needed.

DATED this _____ day of _____, 2016.

BOARD OF COUNTY COMMISSIONERS
FOR COLUMBIA COUNTY, OREGON

By: _____
Anthony Hyde, Chair

Approved as to form By: _____
Henry Heimuller, Commissioner

By: _____ Office of County Counsel By: _____ Earl Fisher, Commissioner

Exhibit "1"

Medical Fees

Rx Medications (14 days or less)	\$3.00
Rx Medications (15 days or more)	\$6.00
Nurse Visit	\$2.00
Medical Request Form	\$1.00
Nurse Practitioner Visit	\$10.00
X-Rays	Actual cost not to exceed \$100 per x-ray
Mental Health Services	No Charge

An inmate may not be denied any of the above listed medical services because of an inability to pay.

ROAD USE PERMIT

This Road Use Permit ("Permit") is between **WEYERHAEUSER COLUMBIA TIMBERLANDS LLC**, a Delaware limited liability company ("COLUMBIA") and COLUMBIA COUNTY PARKS ("Permittee") dated as of April 12, 2016 ("Effective Date").

- 1. ROAD USE PERMIT AREA & PERMITTED USES.** COLUMBIA grants Permittee the non-exclusive right to enter and be upon the COLUMBIA roads located in the Section 1 of Township 05 North, Range 04 South and Sections 36 & 25 of Township 06 North, Range 04 West of W.M. Columbia County, Oregon as depicted on the maps attached as **Exhibit A** ("Permit Road" or "Permit Roads") for the limited purpose of ingress to and egress from the property depicted on the map attached as Exhibit A.

This Permit shall be for the sole purpose hauling timber, rock and other valuable forest products and shall not include either recreational or residential access or third party access for any reason.

This Permit is subject to all existing easements, licenses, exceptions, and other encumbrances whether recorded, unrecorded, or evident on the ground. The permission granted to Permittee in this Permit is limited to lands owned by COLUMBIA. COLUMBIA makes no representation or warranty as to its ownership rights in the Permit Area or the interpretation by any third party of any laws, regulations, or government policies, or the existence or interpretation of any encumbrances or Indian treaties. "Permittee" includes Permittee's employees, agents, and contractors.

- 2. TERM – DATE OF EXPIRATION.** The term of this Permit commences upon the Effective Date and terminates on July 31, 2016, 6:00 p.m.
- 3. CONSIDERATION.** On or before the Effective Date the Permittee shall pay to COLUMBIA the sum of **\$500.00** as a one-time permit fee.
- 4. INSURANCE.** Before commencing any activity under this Permit, Permittee shall obtain and maintain in full force and effect during the term of this Permit, at Permittee's sole expense, the following insurance coverages on Permittee's activities:
 - a) If, under this Permit, Permittee will operate equipment not licensed for use on public highways, the minimum coverages and limits will be: Comprehensive or Commercial General Liability (occurrence form), covering bodily injury and property damage liability, including contractual, products, completed operations, broad form property damage, and independent operator/contractors, with minimum limits of at least \$1,000,000 per occurrence and \$1,000,000 general aggregate. COLUMBIA shall be designated as an Additional Insured evidenced by copy of the Additional Insured Endorsement attached to the Certificate of Insurance and the endorsement is to include that the insurance will cover "Any and all operations performed by or for the Named Insured for WEYERHAEUSER Company or its subsidiaries." The endorsement may be specific to the project (CG 20 10, 0704, or equivalent) or may be a Blanket Additional Insured Endorsement applicable to all contracts, again

equivalent to the CG 20 10 07 04, Permittee's insurance or self-insurance shall be primary and COLUMBIA's insurance or self-insurance is excess over other available coverage.

- b) If, under this Permit, Permittee will operate equipment which is licensed for use on public highways, the minimum coverages and limits will be: Comprehensive Automobile Liability covering owned, hired, and non-owned vehicles with minimum limits of: (a) For heavy vehicles, equal to or more than 12,000 pounds (gross vehicle weight): combined single limit of \$1,000,000; or (b) For light vehicles, less than 12,000 pounds (gross vehicle weight): combined single limit of \$300,000.

Upon request from COLUMBIA, Permittee shall furnish COLUMBIA with a Certificate of Insurance evidencing compliance herewith. Permittee shall require Permittee's insurance carrier to give COLUMBIA at least thirty (30) days written notice prior to cancellation of said coverage, either in whole or in part, and the failure of Permittee's insurance carrier to give said notice as required shall be considered a default on Permittee's part. Permittee shall ensure that its subcontractors have insurance coverages and endorsements consistent with the above. Insurance companies providing coverage for Permittee and subcontractors shall have a Best's rating of no less than B+ VII. Permittee's and subcontractor's insurance companies shall waive right of subrogation against COLUMBIA and its affiliates. All insurance or self-insurance of COLUMBIA and its affiliates shall be excess of any insurance provided by Permittee or subcontractors.

- 5. COMPLIANCE WITH LAW.** Permittee shall comply with all applicable federal, state, and local laws, regulations, and other requirements.
- 6. SAFETY.** Permittee shall comply with the following safety rules:
- a. Maximum speed is 25 mile-per-hour on all primary roads. Individual road conditions, weather, and limited visibility will require slower speeds.
 - b. All vehicle occupants must wear seat belts on COLUMBIA roads.
 - c. Drive with lights "on."
 - d. Drive on the right.
 - e. Be prepared to stop in no more than half your sight distance.
 - f. Do not block roads or otherwise interfere with forestry operations.
 - g. Take all reasonable precaution to prevent unauthorized persons from using the Permit Road(s) and from entering COLUMBIA or other lands by means of the Permit Road(s).
 - h. Permittee must sign road to keep public from entering the area when the gate is open for your operations.
 - i. Permittee is responsible for opening the gate if members of the public became locked behind the gate.
 - j. Keep the Permit Road(s) open and not obstruct them, nor land any logs or other forest products alongside them, nor load any trucks on them without COLUMBIA's prior written permission.

k. Strictly comply with all safety rules and traffic regulations promulgated by COLUMBIA or public authority which safety rules may be changed from time to time at the sole discretion of COLUMBIA.

l. Suspend use of the Permit Road(s) whenever the use, due to weather conditions, will cause excessive damage to the Permit Road(s).

m. Gate must be closed and locked during times of no activity.

n. Notify COLUMBIA at (360) 442-4340, Craig Olson when use begins and upon completion of use.

7. **ROAD MAINTENANCE.** Permittee shall maintain and leave the Permit Road(s) at a standard that allows normal use by passenger cars. If any portions of the Permit Roads are maintained by any other party, Permittee shall pay to the maintaining party Permittee's equitable share of the cost of such maintenance, to be agreed upon by the parties concerned. Acceptable road conditions include the following:

a. Culverts need to be open, free flowing, and in good working order. If they become damaged, they shall be cut back, repaired, or replaced. Flowing streams need to be cleaned fifty (50) feet above the culvert inlet. Outlets shall be open and free of debris so blockage will not occur. Culverts shall be staked and clearly identified.

b. Cutbanks shall be clean and free of logging debris (limbs, tops, etc.) to prevent debris from entering and blocking the ditch.

c. Ditches shall be free of logging debris, well defined, and in good working order. They need to be able to accept and transport water to the nearest culvert or outlet and shall be cleaned if not functional.

d. Road surfaces shall be smoothed and shaped. Surface repair must be made if necessary.

e. Landings that are "perched" must be pulled back and stabilized to minimize possible failure.

f. Logging debris shall not be pushed or sidecast onto an area where it could fail, slide, or enter a stream.

g. Road maintenance activities shall minimize erosion and sediment delivery that impacts water quality. Such activities may include spreading an approved rock grade on road surfaces, water barring road, or placement of hay bales in ditches.

8. **FIRE PROTECTION.** Permittee shall comply with all laws and regulations pertaining to fire protection and suppression, and take every possible precaution to prevent fires from igniting on or spreading onto COLUMBIA's property. If a fire should occur on or near the Permit Road, Permittee shall immediately notify COLUMBIA at (360) 703-4605 and appropriate government agencies and shall make every effort to help suppress or contain the fire. In addition to any liability for negligence, Permittee will reimburse COLUMBIA for all damages (including loss or damage of timber, and fire suppression costs) resulting from fires caused by Permittee's activities even if not attributable to negligence by Permittee or its agents.

9. **HAZARDOUS MATERIALS.** Permittee shall:

- a. Not dispose or discard any dangerous, hazardous, or regulated products or materials including, but not limited to, petroleum products, anti-freeze, oil filters, grease tubes, etc., on COLUMBIA's property.
 - b. Inspect, on a daily basis, all equipment used by Permittee for hydraulic and fuel leaks, and ensure that any such equipment will be repaired and properly maintained before entry upon COLUMBIA property.
 - c. Immediately clean up and properly dispose of any and all leaks, spills, and overfills of any material or substance, including any contaminated soil, other than clean water.
 - d. Report all oil sheen on waters and all spills immediately to COLUMBIA's designated representative and shall advise such person of the location, type of spill, and the steps being taken to contain and control the spill.
 - e. Report all oil sheen on waters and all spills within two (2) hours to the responsible local agency.
- 10. FIREARMS AND WEAPONS.** Permittee shall not use or display firearms or weapons on COLUMBIA property while operating under this Permit.
- 11. HOUSEKEEPING.** Permittee shall maintain satisfactory housekeeping practices during the duration of the Permit, and upon completion of work, shall remove all equipment, materials, tools, rubbish, and other materials of any kind, which may have accumulated on the premises. Leave the premises in a clean and satisfactory condition. On-site disposal of waste, including, but not limited to, packaging material, whether by burning, burying or otherwise, is specifically prohibited.
- 12. NOTICES.** All notices provided for in this Permit, except notices regarding fire suppression or hazardous materials spills, must be written and given by either personal hand-delivery, facsimile, or regular U.S. mail, postage prepaid. All notices regarding fire suppression or hazardous materials must be reported in person or by telephone as soon as possible. All notices must be given to the persons whose signatures appear at the end of this Permit.
- 13. NON-ASSIGNMENT.** Permittee may not assign its rights under this Permit without COLUMBIA's prior written consent, which consent may be withheld, and COLUMBIA may consider any attempted assignment without this consent to be void and to terminate this Permit.
- 14. ASSUMPTION OF RISKS.** Permittee assumes all risks of personal injury or property damage to itself and its employees, agents, and contractors in connection with Permittee's activities under this Permit. Permittee acknowledges that the Permit Road(s) are used for logging, forestry, and industrial operations and are maintained, if at all, only to standards required for such use. Permittee further acknowledges and understands that COLUMBIA has made no representations as to the present or future condition of its property or the Permit Road(s), the character of traffic on its property or Permit Road(s), or any other factor affecting Permittee's risks. Permittee shall pay for all damage to COLUMBIA's property resulting directly or indirectly from Permittee's acts or omissions under this Permit, even if not attributable to negligence by Permittee.

- 15. INDEMNIFICATION.** Permittee shall defend, indemnify, and hold harmless COLUMBIA and its directors, officers, employees, contractors, and agents from and against all claims, demands, judgments, assessments, damages, penalties, fines, costs, liabilities, or losses including, without limitation, sums paid in settlement of claims, attorneys' fees, consultant fees, and expert fees (collectively "claims") arising from any act or omission of Permittee under this Permit, except to the extent such claims are caused solely by COLUMBIA's negligence or willful misconduct. This includes, without limitation, any claims for injury to or death of persons; damage to property; timber trespass; nuisance; mechanics' and materialmen's liens; workers' compensation and unemployment taxes; fines and penalties; and environmental damages, cleanups, and corrective actions. If COLUMBIA chooses to retain its own counsel for claims covered by Permittee's indemnity, Permittee shall reimburse COLUMBIA for all costs reasonably incurred to defend against such claims through the attorneys of its choice. Permittee shall take all steps needed to keep COLUMBIA's property free of liens arising from Permittee's activities, and promptly obtain or bond the release of any such liens that may be filed arising from Permittee's activity. This indemnity shall survive termination and expiration of this Permit.
- 16. TERMINATION.** All rights under this Permit shall terminate upon thirty (30) days notice by either party. If COLUMBIA terminates this permit for any reason, except default, the unearned portion of any prepaid consideration shall be returned to Permittee. All of Permittee's obligations to COLUMBIA survive termination of Permittee's rights under this Permit, until these obligations have been fulfilled.
- 17. SUSPENSION AND TERMINATION FOR DEFAULT.** COLUMBIA may suspend Permittee's activities under this Permit immediately by written notice of any default. Suspension will continue until the default is remedied. Any time after ten (10) days from such a suspension notice, if Permittee is still in default, COLUMBIA may terminate Permittee's rights under this Permit. COLUMBIA's right to suspend and terminate Permittee's rights under this paragraph are in addition to all other available remedies. The following events shall constitute events of default: (a) Failure to comply with any of the terms or conditions of this Permit; and (b) Commencement of any proceeding or petition under the Bankruptcy Code or any other federal or state bankruptcy, insolvency, receivership, or similar law.
- 18. TIME IS OF THE ESSENCE.** Time is of the essence for each and every provision of this Agreement.
- 19. RELATIONSHIP OF PARTIES.** This Agreement is not intended to create and shall not be construed to create any partnership or association for profit between Permittee and COLUMBIA, and any liabilities hereunder shall be several and not joint.
- 20. CONFIDENTIALITY.** The terms of this Permit may not be disclosed by Permittee to persons other than affiliates, parent or subsidiaries, or parties confidentially bound to Permittee without COLUMBIA's prior written consent, except in situations required by law or a court of competent jurisdiction.
- 21. RECORDING.** Permittee may not record this Permit in any public records.

- 22. INTEGRATED AGREEMENT; MODIFICATION.** This Permit constitutes the entire agreement and understanding of the parties with respect to the subject matter of the Permit and supersedes all prior negotiations and representations. This Permit may not be modified except in writing signed by the parties. The parties agree to execute any additional documents reasonably necessary to effectuate the provisions and purposes of this Permit.
- 23. INTERPRETATION.** Each party acknowledges that it and its legal counsel have had the opportunity to review this Permit. The parties agree that the terms and conditions of this Permit shall not be construed against any party on the basis of such party's drafting, in whole or in part, of such terms and conditions.
- 24. WAIVER.** Failure of either party to insist upon the strict performance of any of the terms and conditions of this Permit, or failure to exercise any rights or remedies provided in this Permit or by law, or to notify the other party in the event of breach, shall not release the other party of any of its obligations under this Permit, nor shall any purported oral modification or rescission of this Permit by either party operate as a waiver of any of the terms hereof. No waiver by either party of any breach, default, or violation of any term, warranty, representation, agreement, covenant, right, condition, or provision of this Permit shall constitute waiver of any subsequent breach, default, or violation of the same or other term, warranty, representation, agreement, covenant, right, condition, or provision.
- 25. SEVERABILITY.** If any provision of this Permit is held to be invalid or unenforceable, this provision shall not affect or invalidate the remainder of this Permit, and to this end the provisions of this Permit are declared to be severable. If any such invalidity becomes known or apparent to the parties, the parties agree to negotiate promptly in good faith in an attempt to amend such provision as nearly as possible to be consistent with the intent of this Permit.
- 26. GOVERNING LAW & VENUE.** The validity, construction, and performance of this Permit shall be governed by and construed in accordance with the laws of the state in which the Permit Road(s) are located, without regard to its conflict of laws rules. The parties agree to submit to the jurisdiction of any state or federal court within such state in any action or dispute resolution process arising out of the terms, enforcement, or breach of this Permit, and the parties agree that the courts of any Indian Tribe, whether federally recognized or otherwise, shall not be utilized to resolve or adjudicate any action or dispute arising out of the terms, enforcement, or breach of this Lease.
- 27. ATTORNEYS' FEES.** Should any legal action or proceeding be commenced by either party to enforce all or any provision of this Permit, or in connection with any alleged dispute, breach, default, or misrepresentation in connection with this Permit, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs incurred in connection with such action or proceeding, including costs of pursuing or defending any legal action, including, without limitation, any appeal, discovery or negotiation and preparation of settlement arrangements, in addition to such other relief as may be granted.
- 28. EXHIBITS.** All exhibits referred to in this Permit are deemed to be in COLUMBIA orated in this Permit in their entirety.

29. **HEADINGS.** The headings in this Permit are for convenience only and are not intended to, and shall not be construed to, limit, enlarge, or affect the scope or intent of this Permit nor the meaning of any of its provisions.

30. **COUNTERPARTS.** This Permit may be executed in one or more counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Permit at different times and places by the parties shall not affect its validity so long as all the parties execute a counterpart of this Permit.

IN WITNESS WHEREOF, the parties have executed this Road Use Permit as of the Effective Date.

COLUMBIA COUNTY PARKS

WEYERHAEUSER

COLUMBIA TIMBERLANDS LLC

By: _____
Glen Crinklaw

By: _____
Stacy Krouse

Its: Asst. Public Works Director

Its: Land Use Specialist

Address: 1054 Oregon Street
St. Helens, Oregon 97051

Address: PO BOX 667
Longview WA 986323

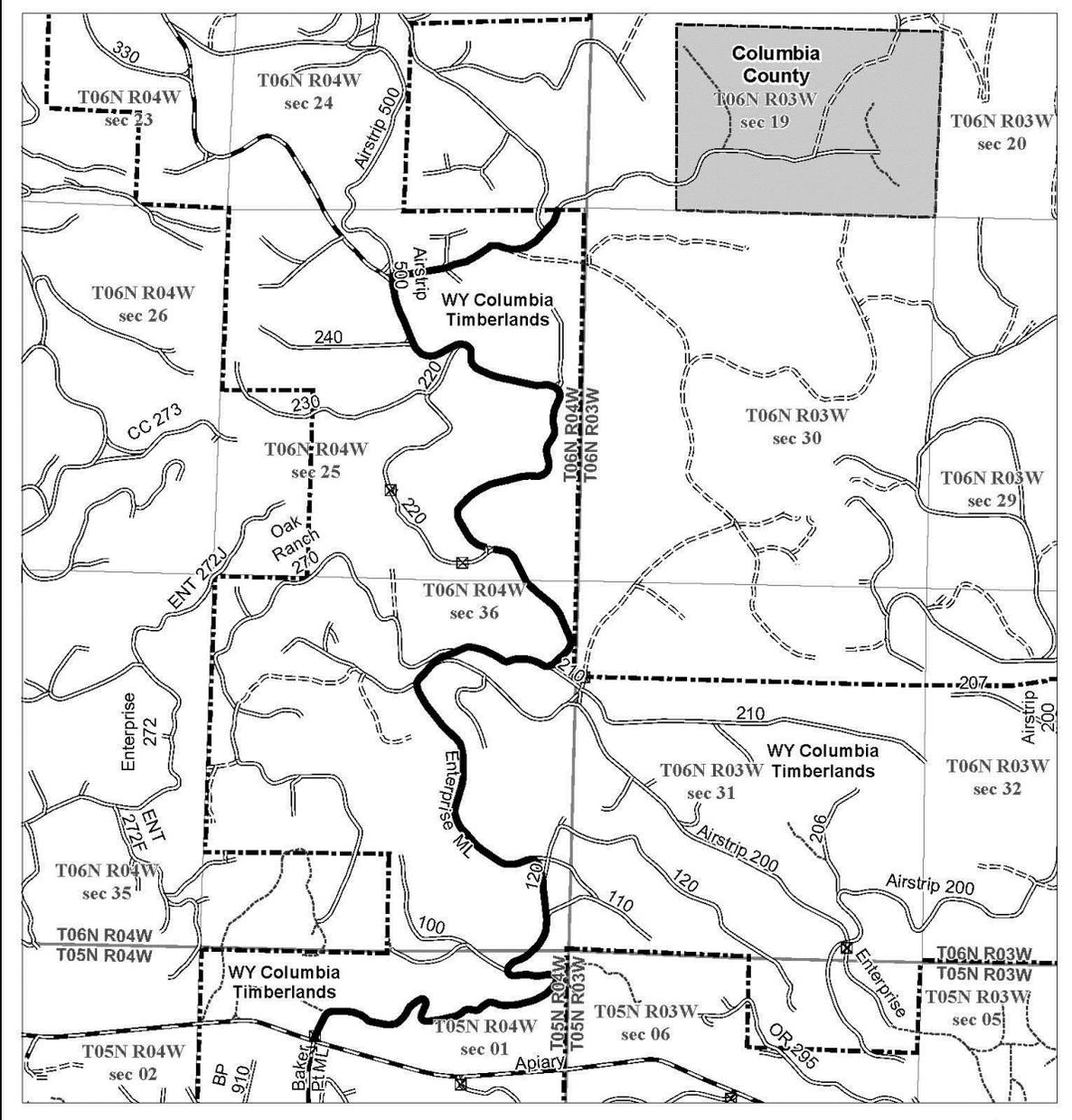
Tel: (503) 366-3962

Tel: (360) 442-4341

Fax: (503) 397-7215

Fax: (360) 575-5932

Exhibit A



WY Columbia Timberlands
 Columbia County
 T05N R04W sec 01
 T06N R04W sec 36
 T06N R04W sec 25

--- WY Columbia Property Line	⊠ Gate
▭ Other Landowners	— Paved Road
Road Use Permit	--- Gravel Road
— Existing Road	⋯ Dirt Road
	- - - Trail/Not Drivable
	~ Utilities

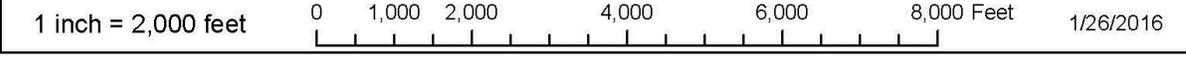


EXHIBIT B
OPERATIONAL REQUIREMENTS

1. When Permittee is the sole user of the road, Permittee is responsible for the maintenance.
2. Road shall be returned in as good or better condition than when Permittee started use.
3. Permittee shall do post haul maintenance, including grading as needed on roads at the completion of use.
4. Must operate within time restricted operation timeline.
5. Permittee shall keep gates locked when not hauling.
6. **Columbia's Recreational Access Program goes into effect July 1st through December 31st. Please be aware and expect recreational traffic on the roads during this time.**

EXHIBIT C

General Safety and Operations Rules for Permittees:

(Important: This is not a permit. See your Permit for complete terms, conditions and obligations.)

DRIVING. Safe driving practices are required. Vehicle operators must drive to actual conditions and observe the following:

- **Maximum speed limit is 25 mph on all private logging roads; slower in most cases.**
- Road conditions, bad weather and limited visibility will require slower speeds.
- Always drive to the right side of the road but be aware of hazardous, soft road shoulders. Yield to heavy equipment.
- Do not enter active logging areas, unless authorized. Wait for equipment operators to clearly provide directions.
- Drive with lights on at all times.
- Safety belts must be worn by all passengers when driving on Weyerhaeuser lands.
- Do not block roadways, without prior permission of an authorized Weyerhaeuser representative.
- CB channels may be available for contact with log trucks (Channel 8 is commonly used), but do not depend on CBs.
- Drive defensively - assume there is oncoming traffic around every corner and yield to loaded log trucks.

LAWS. In addition to Weyerhaeuser Columbia Timberlands rules, Permittee must comply with all applicable state and federal laws and regulations.

PPE. High-viz. orange clothing, hard-hats and other personal protective equipment are highly recommended and **required** in active operating areas.

Drug and alcohol use on company property or jobs sites is strictly forbidden.

Weapons are not allowed in vehicles while operating under this permit for business purposes.

No off-road motorized vehicles and no driving off-road unless previously authorized in writing by Weyerhaeuser.

OPERATING AREAS. Stay clear of all logging, forestry or road construction activities, equipment, and lines (cable) until you have direct contact with the operator and are instructed that it is safe to proceed and:

- Stay at least 300 feet from feller-buncher equipment or chainsaw fallers (cutting trees). This equipment can throw limbs and chunks long distances. CB channel to contact the operator may be posted at the unit.
- Stay at least 150 feet from log processors - this equipment handles logs tree length and has a large radius that is a hazardous area.

OBEY ALL SIGNS (ex. **“ROAD CLOSED”** sign means you must not go beyond the sign for any reason).

- Even if a unit is not posted with signs, use common sense and follow the instructions given above.

GATES are to be left in the same condition as you find them in.

Weyerhaeuser Columbia Timberlands

Road Closed Policy

Revised 4/3/2015

Scope: Apply the Road Closed Policy in the following circumstances.

1. When felling timber within two tree lengths of any road.
2. When a skyline is suspended over any road.
3. When any hazard or hazard potential is present necessitating the restriction or elimination of access into an area.

Policy: The road must be signed and physically blocked from access. If the road has to remain open, a flagger(s) must be present to regulate access.

Road Block

1. A "Road Closed" sign must be visibly posted with a second sign indicating the reason for the closure with the CB channel posted: "Timber Cutting", "Lines Across the Road", etc.
2. In addition to signs, a physically road block must be present.
 - a. Firmly mounted orange plastic mesh fencing supported by heavy rope woven through the mesh.
 - b. A vehicle positioned to block all traffic.
 - i. Best Practice: Have a radio in the vehicle with a placard that states, "*Attention: Do Not Move This Vehicle Until You Contact Cutter On this Radio.*"
 - c. An unmovable object: i.e. tree or stump.
3. Communicate closure to all known activities that may be affected.
4. Remove signs at completion of the shift or when the hazard is abated.
5. Check signs often to insure they remain properly positioned.

Flagger(s)

1. When a road cannot be physically blocked, at least one flagger is required to control traffic. The flagger must control both ends of the work area or two or more flaggers are required.
2. A "Flagger Ahead" sign must be visibly posted with a second sign indicating the reason for the flagger with the CB channel posted: "Timber Cutting", "Lines Across the Road", etc.
3. The flagger(s) must have clear communication with the hazardous activity in the form of a CB, a brush radio, easily understood voice communications, and/or hand signals.
4. The flagger must be dressed in high-viz clothing with a Stop/Slow paddle.
5. The flagger is required to be out of the vehicle with the Stop/Slow paddle when allowing traffic through. If necessary to seek shelter in the vehicle due to weather, position the vehicle in the road to block traffic. When traffic arrives, the flagger must be out of vehicle with the paddle.

Approaching a "Road Closed" Sign:

1. **Do not** travel through a "Road Closed" sign without permission from a credible person.
If unable to contact someone: Use an alternative



Agreement #148004

**FOURTH AMENDMENT TO OREGON HEALTH AUTHORITY
2015-2017 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 or call 503-378-3486 (voice) or 503-378-3523 (TTY) to arrange for the alternative format.

This Fourth Amendment to Oregon Health Authority 2015-2017 Agreement for the Financing of Public Health Services (the "Agreement") is between the State of Oregon acting by and through its Oregon Health Authority ("OHA"), Columbia County ("County"), and The Public Health Foundation of Columbia County, an Oregon non-profit public benefit corporation ("LPHA"), the entity County has contracted with, pursuant to ORS 431.375(2), to act as the local public health authority in County.

RECITALS

WHEREAS, OHA, County, and LPHA wish to modify the Financial Assistance Award set forth in Exhibit C of the Agreement.

WHEREAS, OHA, County, and LPHA wish to modify the information required by 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. Section 1 of Exhibit C entitled "Financial Assistance Award" of the Agreement is hereby superseded and replaced in its entirety by Exhibit 1 attached hereto and incorporated herein by this reference. Exhibit 1 must be read in conjunction with Section 4 of Exhibit C, entitled "Explanation of Financial Assistance Award" of the Agreement.
2. Exhibit J "Information required by CFR Subtitle B with guidance at 2 CFR Part 200" is amended to supersede and replace selected federal award information datasheets as set forth in Exhibit 2 "Information required by CFR Subtitle B with guidance at 2 CFR Part 200" attached hereto and incorporated herein by this reference.

3. County represents and warrants to OHA that the representations and warranties of County set forth in Section 2 of Exhibit E of the Agreement are true and correct on the date hereof with the same effect as if made on the date hereof.
4. LPHA represents and warrants to OHA that the representations and warranties of LPHA set forth in Section 2 of Exhibit E of the Agreement are true and correct on the date hereof with the same effect as if made on the date hereof.
5. Capitalized words and phrases used but not defined herein shall have the meanings ascribed thereto in the Agreement.
6. Except as amended hereby, all terms and conditions of the Agreement remain in full force and effect.
7. 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.
8. This Amendment becomes effective on the date of the last signature below.

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

9. Signatures.

STATE OF OREGON ACTING BY AND THROUGH ITS OREGON HEALTH AUTHORITY (OHA)

By: _____
Name: Priscilla M. Lewis
Title: Deputy Public Health Director
Date: _____

COLUMBIA COUNTY (COUNTY)

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

THE PUBLIC HEALTH FOUNDATION OF COLUMBIA COUNTY (LPHA)

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

DEPARTMENT OF JUSTICE – APPROVED FOR LEGAL SUFFICIENCY

Amendment form group-approved by D. Kevin Carlson, Senior Assistant Attorney General, by email on October 2, 2015. A copy of the emailed approval is on file at OCP.

REVIEWED:

OHA PUBLIC HEALTH ADMINISTRATION

Reviewed by: _____
Name: Karen Slothower (or designee)
Title: Program Support Manager
Date: _____

OFFICE OF CONTRACTS & PROCUREMENT

By: _____
Name: Phillip G. McCoy, OPBC, OCAC
Title: Contract Specialist
Date: _____

**Exhibit 1 to Amendment 4 to Agreement #148004
FINANCIAL ASSISTANCE AWARD**

State of Oregon			Page 1 of 2
Oregon Health Authority			
Public Health Division			
1) Grantee		2) Issue Date	This Action
Name: Public Health Foundation of Columbia County		January 19, 2015	Amendment FY2016
Street: P. O. Box 995		3) Award Period	
City: St. Helens		From July 1, 2015 Through June 30, 2016	
State: OR		Zip Code: 97051	
4) OHA Public Health Funds Approved			
Program	Previous Award	Increase/ (Decrease)	Grant Award
PE 01 State Support for Public Health	56,262	0	56,262
PE 05 Health Impact Assessment	3,750	0	3,750 (f)
PE 09 PHEP -- EBOLA	11,707	0	11,707
PE 12 Public Health Emergency Preparedness	75,567	0	75,567
PE 13 Tobacco Prevention & Education	69,706	0	69,706
PE 40 Women, Infants and Children FAMILY HEALTH SERVICES	221,552	0	221,552 (b,c,h,i)
PE 41 Reproductive Health Program FAMILY HEALTH SERVICES	18,657	0	18,657 (d,e)
PE 42 MCH/Child & Adolescent Health -- General Fund FAMILY HEALTH SERVICES	5,438	0	5,438 (a)
PE 42 MCH-TitleV -- Child & Adolescent Health FAMILY HEALTH SERVICES	6,064	1,611	7,675 (a)
PE 42 MCH-TitleV -- Flexible Funds FAMILY HEALTH SERVICES	14,149	3,759	17,908 (a)
PE 42 MCH/Perinatal Health -- General Fund FAMILY HEALTH SERVICES	2,899	0	2,899 (a)
PE 42 Babies First FAMILY HEALTH SERVICES	9,373	0	9,373
5) FOOTNOTES:			
a) Funds will not be shifted between categories or fund types. The same program may be funded by more than one fund type, however, federal funds may not be used as match for other federal funds (such as Medicaid).			
b) July -September grant is \$57,597 ; and includes \$11,519 of minimum Nutrition Education: and \$2,725 for Breastfeeding Promotion.			
c) October-June grant is \$163,955 ; and includes \$32,791 of minimum Nutrition Education amount and \$8,174 for Breastfeeding Promotion.			
d) \$2,078 reflects the phase-out of the Title V supplement for Reproductive Health. Title V funding in support of Reproductive Health is for the period July 1, 2015 through December 31, 2015.			
e) \$16,579 represents Title X funding which may change due to availability of funds and funding calculation based on clients served in FY2014.			
f) Work needs to be completed and money spent by August 31, 2015.			
6) Capital Outlay Requested in This Action:			
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

**Exhibit 2 to Amendment 4 to Agreement #148004
Information required by CFR Subtitle B with guidance at 2 CFR Part 200**

PE 42 MCH Oregon Mother's Care Title V FY16 (July 15 - June 16)								
Federal Award Identification Number(FAIN):		1 B04MC29358				1 B04MC29358		
Federal Award Date:		10/22/2015				10/22/2015		
Performance Period:		10/01/2015-09/30/2017				10/01/2015-09/30/2017		
Federal Awarding Agency:		DHS/HRSA				DHS/HRSA		
CFDA Number:		93.994				93.994		
CFDA Name:		MCH Block Grant				MCH Block Grant		
Total Federal Award:		\$1,227,448				\$1,227,448		
Project Description:		Maternal and Child Health Services				Maternal and Child Health Services		
Awarding Official:		Shonda Gosnell, sgosnell@hrsa.gov				Shonda Gosnell, sgosnell@hrsa.gov		
Indirect Cost Rate:		10%				10%		
Research And Development(Y/N):		N				N		
Agency/ Contractors Name	DUNS	Original Award MCH/ Title V Flexible Funds	Jan 2016 Award Increase	Revision 1/2016 MCH/ Title V Flexible Funds	MCH/ Title V Child- Adolescent Health	Jan 2016 Award Increase	Revision 1/2016 MCH/ Title V Flexible Funds	Total Federal Funds
Columbia	830409376	\$14,149	\$3,759	\$17,908	\$6,064	\$1,611	\$7,675	\$25,583



Agreement #148004

**FIFTH AMENDMENT TO OREGON HEALTH AUTHORITY
2015-2017 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 or call 503-378-3486 (voice) or 503-378-3523 (TTY) to arrange for the alternative format.

This Fifth Amendment to Oregon Health Authority 2015-2017 Agreement for the Financing of Public Health Services (the "Agreement") is between the State of Oregon acting by and through its Oregon Health Authority ("OHA"), Columbia County ("County"), and The Public Health Foundation of Columbia County, an Oregon non-profit public benefit corporation ("LPHA"), the entity County has contracted with, pursuant to ORS 431.375(2), to act as the local public health authority in County.

RECITALS

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

WHEREAS, OHA, County, and LPHA wish to modify the Financial Assistance Award set forth in Exhibit C of the Agreement.

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

AGREEMENT

- 1.** Exhibit B "Program Element Descriptions" is modified as follows:
 - a.** Program Element #03 "Tuberculosis Services" is added as set forth in Attachment 1 "Program Element #03 Tuberculosis Services" to this Amendment and hereby incorporated into the Agreement by this reference.
 - b.** Program Element #09 "Public Health Emergency Preparedness Program (PHEP) Ebola Supplement 2" is hereby superseded and replaced in its entirety by Attachment 2 "Program Element #09: Public Health Emergency Preparedness Program (PHEP) Ebola Supplement 2" attached hereto and hereby incorporated into the Agreement by this reference.

- c. Program Element #10 “Sexually Transmitted Disease (STD) Case Management Services” is hereby superseded and replaced in its entirety by Attachment 3 “Program Element #10: Sexually Transmitted Disease (STD) Client Services” attached hereto and hereby incorporated into the Agreement by this reference.
2. Exhibit J “Information required by CFR Subtitle B with guidance at 2 CFR Part 200” is amended to add or update related federal award data as set forth in Attachment 4 “Information required by CFR Subtitle B with guidance at 2 CFR Part 200” to this Amendment and hereby incorporated into the Agreement by this reference.
3. Section 1 of Exhibit C entitled “Financial Assistance Award” of the Agreement is hereby superseded and replaced in its entirety by Attachment 5 attached hereto and incorporated herein by this reference. Attachment 5 must be read in conjunction with Section 4 of Exhibit C, entitled “Explanation of Financial Assistance Award” of the Agreement.
4. County represents and warrants to OHA that the representations and warranties of County set forth in Section 2 of Exhibit E of the Agreement are true and correct on the date hereof with the same effect as if made on the date hereof.
5. LPHA represents and warrants to OHA that the representations and warranties of LPHA set forth in Section 2 of Exhibit E of the Agreement are true and correct on the date hereof with the same effect as if made on the date hereof.
6. Capitalized words and phrases used but not defined herein shall have the meanings ascribed thereto in the Agreement.
7. Except as amended hereby, all terms and conditions of the Agreement remain in full force and effect.
8. 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.
9. This Amendment becomes effective on the date of the last signature below.

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

10. Signatures.

STATE OF OREGON ACTING BY AND THROUGH ITS OREGON HEALTH AUTHORITY (OHA)

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

COLUMBIA COUNTY (COUNTY)

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

THE PUBLIC HEALTH FOUNDATION OF COLUMBIA COUNTY (LPHA)

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

DEPARTMENT OF JUSTICE – APPROVED FOR LEGAL SUFFICIENCY

Amendment form group-approved by D. Kevin Carlson, Senior Assistant Attorney General, by email on October 2, 2015. A copy of the emailed approval is on file at OCP.

REVIEWED:

OHA PUBLIC HEALTH ADMINISTRATION

Reviewed by: _____
Name: Karen Slothower (or designee)
Title: Program Support Manager
Date: _____

OFFICE OF CONTRACTS & PROCUREMENT

By: _____
Name: Phillip G. McCoy, OPBC, OCAC
Title: Contract Specialist
Date: _____

Attachment 1 to Amendment 5 to Agreement #148004

Program Element #03 - Tuberculosis Services

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

2. **Definitions Specific to TB Services.**
 - a. **Active TB Disease:** TB disease in an individual whose immune system has failed to control his or her TB infection and who has become ill with active TB disease, as determined in accordance with the Centers for Disease Control and Prevention’s (CDC) laboratory or clinical criteria for active TB and based on a diagnostic evaluation of the individual.

 - b. **Appropriate Therapy:** Current TB treatment regimens recommended by the CDC, the American Thoracic Society, the Academy of Pediatrics, and the Infectious Disease Society of America.

 - c. **Associated Cases:** Additional cases of TB disease discovered while performing a contact investigation.

 - d. **B-waiver Immigrants:** Immigrants or refugees screened for TB prior to entry to the U.S. and found to have TB disease or latent TB infection.

 - e. **Case:** A case is an individual who has been diagnosed by a health care provider, as defined in OAR 333-017-0000, as having a reportable disease, infection, or condition, as described in OAR 333-018-0015, or whose illness meets defining criteria published in OHA’s Investigative Guidelines.

 - f. **Cohort Review:** A systematic review of the management of patients with TB disease and their contacts. The “cohort” is a group of TB cases counted (confirmed as cases) over 3 months. The cases are reviewed 6-9 months after being counted to ensure they have completed treatment or are nearing the end. Details of the management and outcomes of TB cases are reviewed in a group with the information presented by the case manager.

 - g. **Contact:** An individual who was significantly exposed to an infectious case of active TB disease.

 - h. **Directly Observed Therapy (DOT):** LPHA staff (or other person appropriately designated by the county) observes an individual with TB disease swallowing each dose of TB medication to assure adequate treatment and prevent the development of drug resistant TB.

- i. **Evaluated (in context of contact investigation):** A contact received a complete TB symptom review and tests as described in OHA’s Investigative Guidelines.
- j. **Interjurisdictional Transfer:** A TB suspect, case or contact transferred for follow-up evaluation and care from another jurisdiction either within or outside of Oregon.
- k. **Investigative Guidelines:** Department guidelines, dated as of December 2013, which are incorporated herein by this reference are available for review at <http://public.health.oregon.gov/DiseasesConditions/CommunicableDisease/Tuberculosis/Documents/investigativeguide.pdf>.
- l. **Latent TB Infection (LTBI):** TB disease in a person whose immune system is keeping the TB infection under control. LTBI is also referred to as TB in a dormant stage.
- m. **Medical Evaluation:** A complete medical examination of an individual for tuberculosis including a medical history, physical examination, TB skin test or interferon gamma release assay (QuantiFERON®-TB Gold In-Tube test or T-SPOT®.TB test), chest x-ray, and any appropriate bacteriologic/histologic examinations.
- n. **Suspected Case:** A suspected case is an individual whose illness is thought by a health care provider, as defined in OAR 333-017-0000, to be likely due to a reportable disease, infection, or condition, as described in OAR 333-018-0015, or whose illness meets defining criteria published in OHA’s Investigative Guidelines. This suspicion may be based on signs, symptoms, or laboratory findings.
- o. **TB Case Management:** Dynamic and systematic management of a case of TB where a person, known as a case manager, is assigned responsibility for the management of an individual TB case to ensure completion of treatment. TB Case Management requires a collaborative approach to providing and coordinating health care services for the individual. The case manager is responsible for ensuring adequate TB treatment, coordinating care as needed, performing contact investigations and following infected contacts through completion of treatment, identifying barriers to care and implementing strategies to remove those barriers.

3. Procedural and Operational Requirements.

- a. LPHA must include the following minimum TB services in its TB investigation and control program if that program is supported in whole or in part with funds provided under this Agreement, as defined above and further described below and in OHA’s Investigative Guidelines.
- b. **Tuberculosis Case Management Services.** LPHA’s TB Case Management Services must include the following minimum components:
 - (i) LPHA must investigate and monitor treatment for each case and suspected case of active TB disease identified by or reported to LPHA whose residence is in LPHA’s jurisdiction, to confirm the diagnosis of TB and ensure completion of adequate therapy.

- (ii) LPHA must require individuals who reside in LPHA's jurisdiction and who LPHA suspects of having active TB disease, to receive appropriate medical examinations and laboratory testing to confirm the diagnosis of TB and response to therapy, through the completion of treatment. LPHA must assist in arranging the laboratory testing and medical examination, as necessary.
- (iii) LPHA must provide medication for the treatment of TB to all individuals who reside in LPHA's jurisdiction and who have TB but who do not have the means to purchase TB medications or for whom obtaining or using identified means is a barrier to TB treatment compliance. LPHA must monitor, at least monthly and in person, individuals receiving medication(s) for adherence to treatment guidelines, medication side effects, and clinical response to treatment.
- (iv) LPHA must develop a plan to ensure patient adherence with TB treatment guidelines for each individual within LPHA's jurisdiction identified by or reported to LPHA as having active TB disease. This plan should include the use of DOT for the majority of patients. If DOT will not be used, other methods to ensure patient adherence with treatment guidelines must be utilized and documented (e.g. monthly pill counts or other). Evidence of patient adherence (such as DOT records) must be documented in each individual's chart.
- (v) DOT Guidelines: DOT is the standard of care for the treatment of TB. Virtually all cases of active TB disease should be treated via DOT. If DOT is not utilized, the LPHA may be asked to justify to Department why DOT was not used for that particular individual.

The clinical indications and socioeconomic factors listed below are strong indicators that DOT is necessary to ensure adequate treatment of the individual and to prevent acquired drug resistant TB. Patients with the following risk factors must be on DOT. If patients with any of the below circumstances will not be on DOT for any reason during their course of treatment, OHA must be contacted and a plan to ensure compliance discussed.

(A) Clinical indications which require DOT include:

- (I) HIV and TB co-infection
- (II) Reactivation of TB disease or history of previous TB treatment
- (III) MDR-TB
- (IV) Smear positivity
- (V) Cavitory disease
- (VI) History of drug and alcohol abuse within the last 6 months
- (VII) Evidence of severe malnourishment with BMI <18.5
- (VIII) Patient < 18 years old

- (B) Socioeconomic factors which require DOT include:
 - (I) Homelessness
 - (II) History of failure to arrive for clinic appointments and/or noncooperation with LPHA interventions and/or history of non-adherence with prescribed medical therapy (TB or other)
 - (III) Presence of child/children or immunocompromised individual in the household
 - (IV) Resident of a congregate setting such as jail, long term care facility, group home or homeless shelter.
 - (V) Patient unable to self-administer medications due to mental, physical, or emotional impairments
 - (VI) Patient shows poor understanding of TB diagnosis, or non-acceptance of diagnosis. Consider level of understanding especially carefully for patients with low literacy and/or low levels of English proficiency.

- (C) Patients not on DOT initially must start DOT if any of the following occur:
 - (I) Slow sputum culture conversion (culture still positive > 2 months after treatment started)
 - (II) Slow clinical improvement or clinical deterioration while on TB therapy
 - (III) Adverse reaction to TB medications
 - (IV) Significant interruptions in therapy due to nonadherence

(vi) LPHA may assist the patient in completion of treatment by utilizing the below methods. Methods to ensure adherence should be documented.

- (A) Proposed interventions for assisting the individual to overcome obstacles to treatment adherence (e.g. assistance with transportation).
- (B) Proposed use of incentives and enablers to encourage the individual's compliance with the treatment plan.

(vii) With respect to each case of TB within LPHA's jurisdiction that is identified by or reported to LPHA, LPHA shall perform a contact investigation to identify contacts, associated cases and source of infection. The LPHA must evaluate all located contacts, or confirm that all located contacts were advised of their risk for TB infection and disease.

The LPHA must offer or advise each located contact identified with TB infection or disease, or confirm that all located contacts were offered or advised, to take appropriate therapy and shall monitor each contact who starts treatment through the completion of treatment (or discontinuation of treatment).

c. If LPHA receives in-kind resources under this agreement in the form of medications for treating TB, LPHA shall use those medications to treat individuals for TB. In the event of a non-TB related emergency (i.e. meningococcal contacts), with notification to TB Program, the LPHA may use these medications to address the emergent situation.

- d. The LPHA will present TB cases through participation in the quarterly cohort review. If the LPHA is unable to present the TB case at the designated time, other arrangements shall be made in collaboration with OHA.
- e. The LPHA will accept Class B waivers and interjurisdictional transfers for evaluation and follow-up, as appropriate for LPHA capabilities.

4. Reporting Obligations and Periodic Reporting Requirements. LPHA shall prepare and submit the following reports to OHA:

- a. LPHA shall notify OHA's TB Program of each case or suspected case of active TB disease identified by or reported to LPHA no later than 5 business days within receipt of the report (OR – within 5 business days of the initial case report), in accordance with the standards established pursuant to OAR 333-018-0020. In addition, LPHA shall, within 5 business days of a status change of a suspected case of TB disease previously reported to OHA, notify OHA of the change. A change in status occurs when a suspected case is either confirmed to have TB disease or determined not to have TB Disease. The LPHA shall utilize OHA's "TB Disease Case Report Form" for this purpose. After a case of TB disease has concluded treatment, case completion information shall be sent to OHA's TB Program utilizing the "TB Disease Case Report Form" within 5 business days of conclusion of treatment.
- b. LPHA shall submit the "TB Contact Investigation Form" to OHA's TB Program or enter contacts into the Orpheus database in accordance with the timelines described in the instructions for the reporting forms designated by OHA for this purpose. Contact investigations are not required for strictly extrapulmonary cases. Consult with local medical support as needed.

5. Performance Measures. If LPHA uses funds provided under this agreement to support its TB investigation and control program, LPHA shall operate its program in a manner designed to achieve the following national TB performance goals by 2015:

- a. For patients with newly diagnosed TB for whom 12 months or less of treatment is indicated, **93.0% will complete treatment within 12 months.**
- b. For TB patients with positive acid-fast bacillus (AFB) sputum-smear results, **100.0% (of patients) will be elicited for contacts.**
- c. For contacts of sputum AFB smear-positive TB cases, **93.0% will be evaluated for infection and disease.**
- d. For contacts of sputum AFB smear-positive TB cases with newly diagnosed latent TB infection (LTBI), **88.0% will start treatment.**
- e. For contacts of sputum AFB smear-positive TB cases that have started treatment for newly diagnosed LTBI, **79.0% will complete treatment.**
- f. For TB cases in patients ages 12 years or older with a pleural or respiratory site of disease, **95% will have a sputum culture result reported.**

Attachment 2 to Amendment 5 to Agreement #148004

Program Element #09: Public Health Emergency Preparedness Program (PHEP) **Ebola Supplement 2**

1. Description and Purpose.

- a. Funds provided under this Agreement to Local Public Health Authorities (LPHA) for Program Element (PE) 09 Public Health Emergency Preparedness Program (PHEP) Ebola Supplement 2 may only be used in accordance with, and subject to, the requirements and limitations set forth in this PE 09.
- b. PHEP Ebola Supplement 2 funding is targeted to address one or more of the following Public Health Preparedness Capabilities:
 - (1) Community Preparedness (Capability 1),
 - (2) Public Health Surveillance and Epidemiological Investigation (Capability 12),
 - (3) Public Health Laboratory Testing (Capability 13),
 - (4) Non-Pharmaceutical Interventions (Capability 11),
 - (5) Responder (Worker) Safety and Health (Capability 14),
 - (6) Emergency Public Information and Warning (Capability 4),
 - (7) Information Sharing (Capability 6), and
 - (8) Medical Surge (Capability 10).

2. Definitions Relevant to PHEP and Ebola Supplement 2.

- a. **Budget Period:** Budget Period is defined as the intervals of time into which a multi-year project period is divided for budgetary/funding purposes. For purposes of this Program Element, Budget Period is July 1, 2015 through June 30, 2016. The funding period for the PHEP Ebola Supplement is 18 months. (Fiscal Year (FY) 2015 (04/15-06/15), FY 2016 (07/15-06/16), and FY 2017 (07/16-06/17)).
- b. **CDC:** the U.S. Department of Health and Human Services, Centers for Disease Control and Prevention.
- c. **CDC Public Health Capabilities:** as described online at:
<http://www.cdc.gov/phpr/capabilities/>
- d. **Health Security, Preparedness and Response (HSPR):** A state level program that is a joint effort with the Conference of Local Health Officials (CLHO) and Native American tribes to develop plans and procedures to prepare Oregon to respond to, mitigate, and recover from public health emergencies.
- e. **Public Health Emergency Preparedness (PHEP):** local public health systems designed to better prepare Oregon to respond to, mitigate, and recover from, public health emergencies.

- 3. General Requirements.** All of LPHA’s PHEP Ebola Supplement 2 services and activities supported in whole or in part with funds provided under this Agreement and particularly as described in this Program Element Description shall be delivered or conducted in accordance with the following requirements and to the satisfaction of OHA:
- a. Non-Supplantation.** Funds provided under this Agreement for this Program Element shall not be used to supplant state, local, other non-federal, or other federal funds.
 - b. Use of Funds.** Funds awarded to LPHA under this Agreement for this Program Element may only be used for activities related to the CDC Public Health Preparedness Capabilities (Community Preparedness, Public Health Surveillance and Epidemiological Investigation, Public Health Laboratory Testing, Non-Pharmaceutical Interventions, Responder Safety and Health, Emergency Public Information and Warning/Information Sharing, and Medical Surge) in accordance with an approved Budget using the template set forth as Attachment 1 to this Program Element Description. Modifications to the budget totaling \$5,000 or more require submission of a revised budget to the HSPR liaison and receive final approval by OHA HSPR.
 - c. Conflict between Documents.** In the event of any conflict or inconsistency between the provisions of the PHEP Ebola Supplement 2 work plan or budget (as set forth in Attachments 1 and 2) and the provisions of this Agreement, this Agreement shall control.
 - d. Work Plan.** LPHA shall implement its Ebola Supplemental Fund activities in accordance with its HSPR approved work plan using the example set forth in Attachment 2 to this Program Element. Dependent upon extenuating circumstances, modifications to this work plan may only be made with HSPR agreement and approval. Proposed work plan will be due on or before August 1. Final approved work plan will be due on or before September 1
- 4. Work Plan.** PHEP work plans must be written with clear and measurable objectives with timelines and include:
- a.** At least three broad program goals that address gaps and guide work plan activities. These can be the same as those outlined in Program Element (PE) #12 “Public Health Emergency Preparedness (PHEP)” as related to Ebola or other infectious diseases.
 - b.** Any of the following:
 - i.** Planning activities in support of any of the 8 CDC PHP Capabilities listed in 1(b).
 - ii.** Training and Education in support of any of the 8 CDC PHP Capabilities listed in 1(b).
 - iii.** Exercises in support of any of the 8 CDC PHP Capabilities listed in 1(b).
 - iv.** Community Education and Outreach and Partner Collaboration in support of any of the 8 CDC PHP Capabilities listed in 1(b).
 - v.** Administrative and Fiscal activities in support of any of the 8 CDC PHP Capabilities listed in 1(b).

5. Budget and Expense Reporting.

- a. Proposed Budget for Award Period (July 1, 2015 – June 30, 2016). Using the Proposed Budget Template set forth as Attachment 1, Part 1 to this PE 09 (also available through the HSPR liaison) and incorporated herein by this reference, LPHA shall provide to OHA **by September 1, 2015**, a budget, based on actual award amounts, detailing LPHA's expected costs to operate its PHEP Ebola Supplement 2 program during the FY 16 award period.
- b. Actual Expense to Budget for FY 16 Award Period. Using the Actual Expense to Budget Template set forth as Attachment 1, Part 2 to this PE 09 (also available through the HSPR liaison) and incorporated herein by this reference, LPHA shall provide to OHA **by September 15, 2016** the actual expenses for operation of its PHEP Ebola Supplement 2 program during the FY 16 award period.
- c. Formats other than the proposed budget and expense to budget templates set forth in Attachment 1 to this PE will not satisfy the reporting requirements of this Program Element Description.
- d. All capital equipment purchases of \$5,000 or more using PHEP Ebola Supplemental 2 funds will be identified under the "Capital Equipment" line item category.

ATTACHMENT 1
TO PROGRAM ELEMENT #09 - PART 1: PROPOSED BUDGET TEMPLATE
PE 09 Preparedness Program Ebola Supplement 2 FY 2016

_____ County

July 1, 2015 - June 30, 2016

	Proposed		Actual	12 Mos Total
PERSONNEL			Subtotal	\$0.00
	Annual Salary	% FTE		
<i>(Position Title and Name)</i>	\$0	0.00%		\$0
Brief description of activities, for example, This position has primary responsibility for _____ County PHEP activities.				
	\$0	0.00%		\$0
	\$0	0.00%		\$0
Fringe Benefits @ ()% of describe rate or method				\$0
TRAVEL				\$0
Total In-State Travel: (describe travel to include meals, registration, lodging and mileage)	\$0			\$0
Out-of-State Travel: (describe travel to include location, mode of transportation with cost, meals, registration, lodging and incidentals along with number of travelers)	\$0			\$0
CAPITAL EQUIPMENT (individual items that cost \$5,000 or more)				\$0
				\$0
				\$0
SUPPLIES, MATERIALS and SERVICES (office, printing, phones, IT support, etc.)				\$0
	\$0			\$0
	\$0			\$0
CONTRACTUAL (list each Contract separately and provide a brief description)				\$0
				\$0
				\$0
OTHER				\$0
	\$0			\$0
	\$0			\$0
	\$0			\$0
TOTAL DIRECT CHARGES				\$0
TOTAL INDIRECT CHARGES @ ____% of Direct Expenses:	\$0			\$0
TOTAL BUDGET:			\$0	

Date, Name and phone number of person who prepared budget

ATTACHMENT 1
TO PROGRAM ELEMENT #09 - PART 2: ACTUAL EXPENSE TO BUDGET TEMPLATE
PE 09 Preparedness Program Ebola Supplement 2 FY 2016

_____ County

Period of the Report July 1, 2015-June 30, 2016)

	Budget	Expense to date	Variance
PERSONNEL			
Salary (Administrative & Support Staff)	\$0		\$0
Fringe Benefits	\$0		\$0
TRAVEL			
In-State Travel:	\$0		\$0
Out-of-State Travel:	\$0		\$0
CAPITAL EQUIPMENT			
-	\$0		\$0
SUPPLIES			
	\$0		\$0
CONTRACTUAL			
	\$0		\$0
OTHER			
	\$0		\$0
TOTAL DIRECT	\$0	\$0	\$0
TOTAL INDIRECT	\$0		\$0
TOTAL:			
	\$0	\$0	\$0

Date, name and phone number of person who prepared expense to budget report

Notes:

ATTACHMENT 2
TO PROGRAM ELEMENT #09

Part 1 - Work Plan Instructions
Oregon HSPR Public Health Emergency Preparedness Program

FOR GRANT CYCLE: JULY 1, 2015 – JUNE 30, 2016

DUE DATE

Proposed work plan will be due on or before August 1. Final approved work plan will be due on or before September 1.

REVIEW PROCESS

Your approved work plan will be reviewed with your PHEP liaison.

WORKPLAN CATEGORIES: Only complete those categories that you plan to address with the Ebola Supplemental Funds

GOALS: At least three broad program goals that address gaps and guide work plan activities will be developed. These can be the same as the PE12 goals in relation to Ebola.

TRAINING AND EDUCATION: List all preparedness trainings, workshops conducted or attended by preparedness staff.

DRILLS and EXERCISES: List all drills you plan to conduct in accordance with your three-year training and exercise plan. For an exercise to qualify under this requirement the exercise must a.) Be part of a progressive strategy, b.) Involve public health staff in the planning process, and c.) Involve more than one county public health staff and/or related partners as active participants. A real incident involving a coordinated public health response may qualify as an exercise.

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

OUTREACH AND PARTNER COLLABORATION: In addition to prefilled requirements, list all meetings regularly attended and/or led by public health preparedness program staff.

COMMUNITY EDUCATION: List any community outreach activities you plan conduct that that enhance community preparedness or resiliency.

COLUMN DESCRIPTION EXAMPLE:

CDC Cap. #s	Planning Objective	Planned Activity	Date Completed	Actual Outcome	Notes
12	By October 15, 2015, LPHA increases CD health capacity by increasing the Health Officer's hours in order to capture subject matter expertise and leadership around ID.	Build staffing plan and increase hours for Health Officer around CD duties and ID planning.	10/15/15	Increased by 5 hours a month, subject matter expertise around CD and ID planning efforts as well as increased ability to respond to ID and CD events.	

CDC CAPABILITY: Indicate the target capability number(s) addressed by this activity.

OBJECTIVE: Use clear and measurable objectives with identified time frames to describe what the LPHA will complete during the grant year.

PLANNED ACTIVITY: Describe the planned activity. Where activity is pre-filled you may customize, the language to describe your planned activity more clearly.

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

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

NOTES: For additional explanation.

INCIDENTS AND RESPONSE ACTIVITIES: Explain what incidents and response activities that occurred during the FY16 grant cycle. If an OERS Number was assigned, please include the number. Identify the outcomes from the incident and response activities, include date(s) of the incident and action taken.

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

Part 2 - Work Plan Template
Oregon HSPR Public Health Emergency Preparedness Program
 _____ **Public Health Preparedness Program**
Ebola Supplemental 2

Goal 1:
 Goal 2:
 Goal 3:

Ongoing and Goal Related Ebola Supplemental 2 Work

Training and Education

CDC Cap. #s	Objectives	Planned Activities	Date Completed	Actual Outcome	Notes

Drills and Exercises

CDC Cap. #s	Objectives	Planned Activities	Date Completed	Actual Outcomes	Notes

Planning

CDC Cap. #s	Objectives	Planned Activities	Date Completed	Actual Outcomes	Notes

Outreach and Partner Collaboration

CDC Cap. #s	Objectives	Planned Activities	Date Completed	Actual Outcome	Notes

Community Education

CDC Cap. #s	Objectives	Planned Activities	Date Completed	Actual Outcome	Notes

INCIDENT AND RESPONSE ACTIVITIES

CDC Cap. #s	Incident Name/OERS #	Date(s)	Outcomes	Notes

UNPLANNED ACTIVITY

CDC Cap. #s	Activity	Date(s)	Outcomes	Notes

CDC Cap. #s	FISCAL/ADMINISTRATIVE	Due Dates	Notes
CDC Cap. #s	TRAINING and EDUCATION	Due Date	Notes
CDC Cap. #s	DRILLS AND EXERCISES	Due Date	Notes
CDC Cap. #s	PLANNING	Due Date	Notes
CDC Cap. #s	OUTREACH AND PARTNER COLLABORATION	Due Date	Notes

CDC Cap. #s	COMMUNITY EDUCATION	Due Date	Notes

Attachment 3 to Amendment 5 to Agreement #148004

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

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

2. **Report Process:**
 - a. Local Public Health Authority (LPHA) shall review laboratory and health care provider case reports by the end of the calendar week in which initial laboratory or physician report is made. All confirmed and presumptive cases shall be reported to the Public Health Division HIV/ STD/TB (HST) Program by recording the case in the Oregon Public Health Epi User System (Orpheus), the State's online integrated disease reporting system. If LPHA is unable to record case directly into Orpheus, they may fax a completed case report form to HST.

Paper case report forms for some STDs can be found online at: (<https://bitly.com/CaseReport>). LPHA may choose to fax their own case report form provided it includes the minimum information required to be collected by the case entry layout in Orpheus.
 - b. **Reportable STDs:** A reportable STD is the diagnosis of an individual infected with any of the following infections or syndromes: Chancroid, Chlamydia, Gonorrhea, acute Pelvic Inflammatory Disease, and Syphilis, as further described in Division 18 of OAR Chapter 333, and HIV, as further described in ORS 433.045.

3. **Type of Resources.** OHA may provide, pursuant to this Agreement, any or all of the types of resources described below to assist LPHA in delivering Sexually Transmitted Disease client services. The resources may include:
 - a. **In-Kind Resources:** Tangible goods or supplies having a monetary value that is determined by OHA. Examples of such in-kind resources include goods such as condoms, lubricant packages, pamphlets, and antibiotics for treating STDs. If the LPHA receives in-kind resources under this agreement in the form of medications for treating STDs, the LPHA shall use those medications to treat individuals for STDs in accordance with the Health Resources and Services Administration (HRSA) Office of Pharmacy Affairs regulations regarding "340-B Drug Pricing Program." In the event of a non-STD related emergency, with notification to the STD program, the LPHA may use these medications to address the emergent situation.

- b. **Technical Assistance Resources:** Those services of a OHA Disease Intervention Specialist (DIS), that OHA makes available to LPHA to support the LPHA's delivery of STD client services which include advice, training, problem solving and consultation in applying standards, protocols, investigative and/or treatment guidelines to STD case work and partner services follow-up.

The local health authority determines priorities and activities of its STD case work. DIS assignments are not for routine staffing or casework and DIS are not available for conducting field work that LPHA has determined is not allowable for LPHA staff.

Services of a DIS may include onsite provision of shadowing and demonstration opportunities as a learning tool for STD case work and/or partner services follow-up, as well as field assistance. Field assistance may be requested after one or more of the following criteria has been met: 1) Three documented attempts have been made to gather further information from a provider related to demographics, risk, screening and/or treatment, 2) Three documented attempts have been made to locate client that meets the criteria of a priority case and 3) Case is unusual, challenging, or potentially risky and collaborative work on the case is needed. This also includes instances where there may be a suspected or confirmed STD outbreak.

- c. **Definition of STD Outbreak:** The occurrence of an increase in cases of previously targeted priority disease type in excess of what would normally be expected in a defined community, geographical area or season, and, by mutual agreement of the individual LPHA and OHA, exceeds the expected routine capacity of the local health authority to address.

4. **Procedural and Operational Requirements.** All STD related client services supported in whole or in part with resources provided to LPHA under this Agreement must be delivered in accordance with the following procedural and operational requirements:

- a. LPHA acknowledges and agrees that the LPHA bears the primary responsibility, as described in Divisions 17, 18, and 19, of Oregon Administrative Rules (OAR) Chapter 333, for identifying potential outbreaks of STDs within LPHA's service area, for preventing the incidence of STDs within LPHA's service area, and for reporting in a timely manner (as in 2.a.) the incidence of reportable STDs within LPHA's service area.
- b. LPHA must provide or refer client for STD services in response to an individual seeking such services from LPHA. STD client services consist of screening individuals for reportable STDs and treating individuals infected with reportable STDs and their sexual partners for the disease.
- c. As required by applicable law, LPHA must provide STD client services including case finding, treatment (not applicable for HIV) and prevention activities, to the extent that local resources permit, related to HIV, syphilis, gonorrhea, and chlamydia in accordance with:

- i. Oregon Administrative Rules (OAR), Chapter 333, Divisions 17, 18, and 19;

- ii. “OHA Investigative Guidelines for Notifiable Diseases” which can be found at: <http://bit.ly/OR-IG>; and,
 - iii. Oregon Revised Statutes (ORS) 433.045.
- d. If LPHA receives in-kind resources under this Agreement in the form of medications for treating STDs, LPHA may use those medications to treat individuals infected with, or suspected of having reportable STDs or to treat the sex partners of individuals infected with reportable STDs, subject to the following requirements:
- i. The medications must be provided at no cost to the individuals receiving treatment.
 - ii. LPHA must perform a monthly medication inventory and maintain a medication log of all medications supplied to LPHA under this Agreement. Specifically, LPHA must log-in and log-out each dose dispensed.
 - iii. LPHA must log and document appropriate disposal of medications supplied to LPHA under this Agreement which have expired and thereby, prevent their use.
 - iv. LPHA shall only use “340-B medications” to treat individuals for STDs in accordance with the Health Resources and Services Administration (HRSA) Office of Pharmacy Affairs regulations regarding “340-B Drug Pricing Program”.
- e. If LPHA receives in-kind resources under this Agreement in the form of condoms, and lubricants, LPHA may distribute those supplies at no cost to individuals infected with an STD and to other individuals who are at risk for STDs. LPHA may not, under any circumstances, sell condoms supplied to LPHA under this Agreement.
5. **Reporting Obligations and other Requirements.** LPHA shall submit data regarding STD client services, risk criteria and demographic information to OHA via direct entry into the centralized ORPHEUS database or some equivalent mechanism for data reporting deemed acceptable by OHA as outlined in section 2a of this Program Element 10.

**Attachment 4 to Amendment 5 to Agreement #148004
Information required by CFR Subtitle B with guidance at 2 CFR Part 200**

		FEDERAL FUNDS - MCH Title V		
	Federal Award Identification Number(FAIN):			1 B04MC29358
	Federal Award Date:			2/11/2016
	Performance Period:			10/01/2015-09/30/2017
	Federal Awarding Agency:			DHS/HRSA
	CFDA Number:			93.994
	CFDA Name:			MCH Block Grant
	Total Federal Award:			\$2,370,029
	Project Description:			Maternal and Child Health Services
	Awarding Official:			Shonda Gosnell, sgosnell@hrsa.gov
	Indirect Cost Rate:			10%
	Research And Development(Y/N):			N
			Feb 2016 Amendment	Revision 2/2016
		Original Award	Amount	OMC Funds
		OMC Funds	Decrease	
Agency/Contractors Name	DUNS			
Columbia	830409376	2,956	-2,956	0

**Attachment 5 to Amendment 5 to Agreement #148004
FINANCIAL ASSISTANCE AWARD**

State of Oregon Oregon Health Authority Public Health Division		Page 1 of 2	
1) Grantee Name: Public Health Foundation of Columbia County Street: P. O. Box 995 City: St. Helens State: OR Zip Code: 97051		2) Issue Date February 24, 2016	This Action Amendment FY2016
		3) Award Period From July 1, 2015 Through June 30, 2016	
4) OHA Public Health Funds Approved			
Program	Previous Award	Increase/ (Decrease)	Grant Award
PE 01 State Support for Public Health	56,262	0	56,262
PE 05 Health Impact Assessment	3,750	0	3,750 (f)
PE 09 PHEP -- EBOLA	11,707	0	11,707
PE 12 Public Health Emergency Preparedness	75,567	0	75,567
PE 13 Tobacco Prevention & Education	69,706	0	69,706
PE 40 Women, Infants and Children FAMILY HEALTH SERVICES	221,552	0	221,552 (b,c,h,i)
PE 41 Reproductive Health Program FAMILY HEALTH SERVICES	18,657	0	18,657 (d,e)
PE 42 MCH/Child & Adolescent Health -- General Fund FAMILY HEALTH SERVICES	5,438	0	5,438 (a)
PE 42 MCH-TitleV -- Child & Adolescent Health FAMILY HEALTH SERVICES	7,675	0	7,675 (a)
PE 42 MCH-TitleV -- Flexible Funds FAMILY HEALTH SERVICES	17,908	0	17,908 (a)
PE 42 MCH/Perinatal Health -- General Fund FAMILY HEALTH SERVICES	2,899	0	2,899 (a)
PE 42 Babies First FAMILY HEALTH SERVICES	9,373	0	9,373
5) FOOTNOTES:			
a) Funds will not be shifted between categories or fund types. The same program may be funded by more than one fund type, however, federal funds may not be used as match for other federal funds (such as Medicaid). b) July -September grant is \$57,597 ; and includes \$11,519 of minimum Nutrition Education: and \$2,725 for Breastfeeding Promotion. c) October-June grant is \$163,955 ; and includes \$32,791 of minimum Nutrition Education amount and \$8,174 for Breastfeeding Promotion. d) \$2,078 reflects the phase-out of the Title V supplement for Reproductive Health. Title V funding in support of Reproductive Health is for the period July 1, 2015 through December 31, 2015. e) \$16,579 represents Title X funding which may change due to availability of funds and funding calculation based on clients served in FY2014. f) Work needs to be completed and money spent by August 31, 2015.			
6) Capital Outlay Requested in This Action:			
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

**State of Oregon
Oregon Health Authority
Public Health Division**

1) Grantee Name: Public Health Foundation of Columbia County Street: P. O. Box 995 City: St. Helens State: OR Zip Code: 97051	2) Issue Date February 24, 2016	This Action Amendment FY2016
3) Award Period From July 1, 2015 Through June 30, 2016		

4) OHA Public Health Funds Approved			
Program	Previous Award	Increase/ (Decrease)	Grant Award
PE 42 Oregon MothersCare FAMILY HEALTH SERVICES	2,956	(2,956)	0
PE 43 Immunization Special Payments	15,280	0	15,280
PE 44 School Based Health Centers -- BASE FAMILY HEALTH SERVICES	232,944	0	232,944 (g,j)
PE 44 School Based Health Centers-Mental Health Expansion FAMILY HEALTH SERVICES	101,000	0	101,000
PE 50 Safe Drinking Water Program	46,934	0	46,934
TOTAL	899,608	(2,956)	896,652

5) FOOTNOTES:

g) Passing of SB5507 included an increase to SBHC based budget to support parity. Counties with one School Based Health Center will receive \$60,000 per fiscal year. Counties with more than one School Based Health Center will receive \$55,239 per fiscal year for each School Based Health Center.

h) \$2,662 increase is at the funding rate of \$2 per participant. This is done according to the certified caseload effective July 1st, 2015.

i) \$283 is for the Fresh Fruits and Vegetables to be given to local agencies. These agencies chose to receive the funds in July of 2015.

j) \$11,988 is for one-time additional payment for continued SBHC operations.

6) Capital Outlay Requested in This Action:
 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



Agreement #148004

**SIXTH AMENDMENT TO OREGON HEALTH AUTHORITY
2015-2017 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 or call 503-378-3486 (voice) or 503-378-3523 (TTY) to arrange for the alternative format.

This Sixth Amendment to Oregon Health Authority 2015-2017 Agreement for the Financing of Public Health Services (the "Agreement") is between the State of Oregon acting by and through its Oregon Health Authority ("OHA"), Columbia County ("County"), and The Public Health Foundation of Columbia County, an Oregon non-profit public benefit corporation ("LPHA"), the entity County has contracted with, pursuant to ORS 431.375(2), to act as the local public health authority in County.

RECITALS

WHEREAS, OHA, County, and LPHA wish to modify the Financial Assistance Award set forth in Exhibit C of the Agreement.

WHEREAS, OHA, County, and LPHA wish to modify the information required by 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. Section 1 of Exhibit C entitled "Financial Assistance Award" of the Agreement is hereby superseded and replaced in its entirety by Exhibit 1 attached hereto and incorporated herein by this reference. Exhibit 1 must be read in conjunction with Section 4 of Exhibit C, entitled "Explanation of Financial Assistance Award" of the Agreement.
2. Exhibit J "Information required by CFR Subtitle B with guidance at 2 CFR Part 200" is amended to supersede and replace selected federal award information datasheets as set forth in Exhibit 2 "Information required by CFR Subtitle B with guidance at 2 CFR Part 200" attached hereto and incorporated herein by this reference.

3. County represents and warrants to OHA that the representations and warranties of County set forth in Section 2 of Exhibit E of the Agreement are true and correct on the date hereof with the same effect as if made on the date hereof.
4. LPHA represents and warrants to OHA that the representations and warranties of LPHA set forth in Section 2 of Exhibit E of the Agreement are true and correct on the date hereof with the same effect as if made on the date hereof.
5. Capitalized words and phrases used but not defined herein shall have the meanings ascribed thereto in the Agreement.
6. Except as amended hereby, all terms and conditions of the Agreement remain in full force and effect.
7. 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.
8. This Amendment becomes effective on the date of the last signature below.

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

9. Signatures.

STATE OF OREGON ACTING BY AND THROUGH ITS OREGON HEALTH AUTHORITY (OHA)

By: _____
Name: Priscilla M. Lewis
Title: Deputy Public Health Director
Date: _____

COLUMBIA COUNTY (COUNTY)

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

THE PUBLIC HEALTH FOUNDATION OF COLUMBIA COUNTY (LPHA)

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

DEPARTMENT OF JUSTICE – APPROVED FOR LEGAL SUFFICIENCY

Amendment form group-approved by D. Kevin Carlson, Senior Assistant Attorney General, by email on October 2, 2015. A copy of the emailed approval is on file at OCP.

REVIEWED:

OHA PUBLIC HEALTH ADMINISTRATION

Reviewed by: _____
Name: Karen Slothower (or designee)
Title: Program Support Manager
Date: _____

OFFICE OF CONTRACTS & PROCUREMENT

By: _____
Name: Phillip G. McCoy, OPBC, OCAC
Title: Contract Specialist
Date: _____

**Exhibit 1 to Amendment 6 to Agreement #148004
FINANCIAL ASSISTANCE AWARD**

State of Oregon Oregon Health Authority Public Health Division		Page 1 of 2	
1) Grantee Name: Public Health Foundation of Columbia County Street: P. O. Box 995 City: St. Helens State: OR Zip Code: 97051		2) Issue Date March 31, 2016	This Action Amendment FY2016
		3) Award Period From July 1, 2015 Through June 30, 2016	
4) OHA Public Health Funds Approved			
Program	Previous Award	Increase/ (Decrease)	Grant Award
PE 01 State Support for Public Health	56,262	0	56,262
PE 05 Health Impact Assessment	3,750	0	3,750 (f)
PE 09 PHEP -- EBOLA	11,707	0	11,707
PE 12 Public Health Emergency Preparedness	75,567	0	75,567
PE 13 Tobacco Prevention & Education	69,706	0	69,706
PE 40 Women, Infants and Children FAMILY HEALTH SERVICES	221,552	0	221,552 (b,c,h,i)
PE 41 Reproductive Health Program FAMILY HEALTH SERVICES	18,657	3,857	22,514 (d,e,k)
PE 42 MCH/Child & Adolescent Health -- General Fund FAMILY HEALTH SERVICES	5,438	0	5,438 (a)
PE 42 MCH-TitleV -- Child & Adolescent Health FAMILY HEALTH SERVICES	7,675	0	7,675 (a)
PE 42 MCH-TitleV -- Flexible Funds FAMILY HEALTH SERVICES	17,908	0	17,908 (a)
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PE 42 Babies First FAMILY HEALTH SERVICES	9,373	0	9,373
5) FOOTNOTES:			
<p>a) Funds will not be shifted between categories or fund types. The same program may be funded by more than one fund type, however, federal funds may not be used as match for other federal funds (such as Medicaid).</p> <p>b) July -September grant is \$57,597 ; and includes \$11,519 of minimum Nutrition Education: and \$2,725 for Breastfeeding Promotion.</p> <p>c) October-June grant is \$163,955 ; and includes \$32,791 of minimum Nutrition Education amount and \$8,174 for Breastfeeding Promotion.</p> <p>d) \$2,078 reflects the phase-out of the Title V supplement for Reproductive Health. Title V funding in support of Reproductive Health is for the period July 1, 2015 through December 31, 2015.</p> <p>e) \$16,579 represents Title X funding which may change due to availability of funds and funding calculation based on clients served in FY2014.</p> <p>f) Work needs to be completed and money spent by August 31, 2015.</p>			
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PROGRAM	ITEM DESCRIPTION	COST	PROG. APPROV

**Exhibit 2 to Amendment 6 to Agreement #148004
Information required by CFR Subtitle B with guidance at 2 CFR Part 200**

PE 41 Reproductive Health - FY16 (July 15 - June 16)				
	Federal Award Identification Number(FAIN):	FPHPA106038		
	Federal Award Date:	6/9/2015		
	Performance Period:	06/30/15-06/29/2016		
	Federal Awarding Agency:	DHHS/PHS/PA		
	CFDA Number:	93.217		
	CFDA Name:	Family Planning Services		
	Total Federal Award:	\$2,923,913		
	Project Description:	Oregon Reproductive Health Program		
	Awarding Official:	Robin Fuller, robin.fuller@hhs.gov		
	Indirect Cost Rate:	17.45%		
	Research And Development(Y/N):	N		
	Index/PCA	50333/52545		
Agency/Contractors Name	DUNS	Initial Award	March Amendment	Total SFY 16 Award
PH FOUNDATION OF COLUMBIA CO	830409376	\$16,579.00	\$3,857.00	\$20,436.00

PERSONAL SERVICES CONTRACT (ORS Chapter 279B)
By and between CLARK NUBER PS and
COLUMBIA COUNTY, OREGON for
Financial Services

This Agreement is made and entered into by and between COLUMBIA COUNTY, a political subdivision of the State of Oregon, hereinafter referred to as "County", and CLARK NUBER PS, hereinafter referred to as "Contractor".

WITNESSETH:

IT IS HEREBY AGREED by and between the parties above-mentioned, in consideration of the mutual promises hereinafter stated, as follows:

1. Effective Date/Commencement. This Agreement is effective on the date last signed below. However, commencement of each of the projects is subject to pre-approval by the County. The County will provide a written notice to proceed for each such project prior to commencement. The Parties understand and agree that the County may not approve every project described in the contract documents. This Contract, together with its Exhibits are referred herein as the "contract documents".
2. Completion Date. The completion date for this Agreement shall be no later than two years from the effective date and may be renewed by the County for up to an additional four (4) years, in the County's discretion.
3. Contractor's Services. Contractor agrees to provide Federal Compliance and Grant Services in accordance with the Columbia County Request for Proposals for Financial Services dated November 12, 2015, (the "RFP"), which is attached hereto as Exhibit "A" and incorporated herein by this reference, and in accordance with Contractor's Proposal, a copy of which is attached hereto, labeled Exhibit "B" and incorporated herein by this reference. In addition, upon request, Contractor agrees to provide Financial Systems Analysis Services, Internal Audit Services, and optional Federal Compliance and Grant Services, in accordance with the RFP. Any such additional work will be detailed in one or more project work orders that include contractor staff assignments, scope, and budget, subject to pre-approval of the County. In case of conflict between Contractor's Proposal and this Agreement, this Agreement shall control, followed by the RFP and Contractor's Proposal or project work orders as applicable, in that order of precedence.
4. Consideration. County shall pay Contractor on a time and materials basis according to the hourly rates set forth in Exhibit "C." The County will pay contractor for Federal Compliance and Grant Services in an amount not to exceed \$24,000; said amount to be the complete compensation to Contractor for such services. Additional services, including optional Federal Compliance and Grant Services, will be paid according to the budget included in each project work order at the hourly rates set forth in Exhibit "C". Amounts paid hereunder shall include all expenses. Unless otherwise agreed to in writing by the parties, payment shall be made monthly based upon invoices submitted by Contractor. This Agreement is subject to the appropriation of funds by County, and/or the receipt of funds from state and federal sources. In the event sufficient funds shall not be appropriated, and/or received, by County for the payment of consideration required to be paid under this Agreement, then County may terminate this Agreement in accordance with Section 16 of this Agreement.

5. Contract Representatives. Contract representatives for this Agreement shall be:

FOR COUNTY

Jennifer Cuellar-Smith
230 Strand
St. Helens, Oregon 97051
Jennifer.cuellar@co.columbia.or.us

FOR CONTRACTOR

Mitchell Hansen
10900 NE 4th St, Ste 1700
Bellevue, Washington 98004
mhanson@clarknuber.com

All correspondence shall be sent to the above addressees when written notification is necessary. Contract representatives can be changed by providing written notice to the other party at the address listed.

6. Permits - Licenses. Unless otherwise specified, Contractor shall procure all permits and licenses, pay all charges and fees and give all notices necessary for performance of this Agreement prior to commencement of work.

7. Compliance with Codes and Standards. It shall be the Contractor's responsibility to demonstrate compliance with all applicable building, health and sanitation laws and codes, and with all other applicable Federal, State and local acts, statutes, ordinances, regulations, provisions and rules. Contractor shall engage in no activity which creates an actual conflict of interest or violates the Code of Ethics as provided by ORS Chapter 244, or which would create a conflict or violation if Contractor were a public official as defined in ORS 244.020.

8. Reports. Contractor shall provide County with periodic reports about the progress of the project at the frequency and with the information as prescribed by the County.

9. Independent Contractor. Contractor is engaged hereby as an independent contractor and shall not be considered an employee, agent, partner, joint venturer or representative of County for any purpose whatsoever. County does not have the right of direction or control over the manner in which Contractor delivers services under this Agreement and does not exercise any control over the activities of the Contractor, except the services must be performed in a manner that is consistent with the terms of this Agreement. County shall have no obligation with respect to Contractor's debts or any other liabilities of Contractor. Contractor shall be responsible for furnishing all equipment necessary for the performance of the services required herein. In addition:

A. Contractor will be solely responsible for payment of any Federal or State taxes required as a result of this Agreement.

B. This Agreement is not intended to entitle Contractor to any benefits generally granted to County employees. Without limitation, but by way of illustration, the benefits which are not intended to be extended by this Agreement to the Contractor are vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, social security, workers' compensation, unemployment compensation, or retirement benefits (except insofar as benefits are otherwise required by law if the Contractor is presently a member of the Public Employees Retirement System).

C. The Contractor is an independent contractor for purposes of the Oregon workers'

compensation law (ORS Chapter 656) and is solely liable for any workers' compensation coverage under this Agreement. If the Contractor has the assistance of other persons in the performance of the Agreement, the Contractor shall qualify and remain qualified for the term of this Agreement as a carrier-insured or self-insured employer under ORS 656.407. If the Contractor performs this Agreement without the assistance of any other person, unless otherwise agreed to by the parties, Contractor shall apply for and obtain workers' compensation insurance for himself or herself as a sole proprietor under ORS 656.128.

10. Statutory Provisions. Pursuant to the requirements of ORS 279B.220 through 279B.235 and Article XI, Section 10 of the Oregon Constitution, the following terms and conditions are made a part of this Agreement:

A. Contractor shall:

(1) Make payment promptly, as due, to all persons supplying to Contractor labor or material for the prosecution of the work provided for in this Agreement.

(2) Pay all contributions or amounts due the Industrial Accident Fund from the Contractor or any subcontractor incurred in the performance of this Agreement.

(3) Not permit any lien or claim to be filed or prosecuted against County on account of any labor or material furnished.

(4) Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

B. Contractor shall promptly, as due, make payment to any person, co-partnership, association or corporation, furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness and injury, to the employees of Contractor, of all sums that Contractor agrees to pay for the services and all moneys and sums that Contractor collects or deducts from the wages of employees under any law, contract or agreement for the purpose of providing or paying for such services.

C. Contractor shall pay all employees under this Agreement at least time and a half for work performed on the legal holidays specified in ORS 279B.020(1)(b)(B) to (G) and for all overtime worked in excess of 40 hours in any one week, except for individuals under personal services contracts who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. 201 to 209 from receiving overtime.

D. Contractor shall give notice in writing to employees who work on this Agreement, either at the time of hire or before commencement of work on this Agreement, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.

E. All subject employers working under this Agreement are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.

F. This Agreement is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10 of the Oregon Constitution, and is contingent upon funds being appropriated therefor. Any provisions herein which would conflict with law are deemed inoperative to that extent.

11. Non-Discrimination. Contractor agrees that no person shall, on the grounds of race, color, creed, national origin, sex, marital status, handicap or age, suffer discrimination in the performance of this Agreement when employed by Contractor. Contractor certifies that it has not discriminated and will not discriminate, in violation of ORS 279A.110, against any minority, women or emerging small business enterprise certified under ORS 200.055, or a business enterprise that is owned or controlled by or that employs a disabled veteran, as defined in ORS 408.225 in obtaining any required subcontract.

12. Nonassignment; Subcontracts. Contractor shall not assign, subcontract or delegate the responsibility for providing services hereunder to any other person, firm or corporation without the express written permission of the County, except as provided in Contractor's Proposal.

13. Nonwaiver. The failure of the County to enforce any provision of this Agreement shall not constitute a waiver by the County of that or any other provision of the Agreement.

14. Indemnity. Contractor shall indemnify, defend, save, and hold harmless the County, its officers, agents and employees, from any and all claims, suits or actions of any nature, including claims of injury to any person or persons or of damage to property, caused directly or indirectly by reason any error, omission, negligence, or wrongful act by Contractor, its officers, agents and/or employees arising out the performance of this agreement. This indemnity does not apply to claims, suits or actions arising solely out of the negligent acts or omissions of the County, its officers, agents or employees.

15. Insurance. Contractor shall maintain commercial general liability and property damage insurance in an amount of not less than \$2,000,000 per occurrence to protect County, its officers, agents, and employees and errors and omissions insurance of not less than \$1,000,000. Contractor shall provide County a certificate or certificates of insurance in the amounts described above which names County, its officers, agents and employees as additional insureds. Such certificate or certificates shall be accompanied by an additional insured endorsement. Contractor agrees to notify County immediately upon notification to Contractor that any insurance coverage required by this paragraph will be canceled, not renewed or modified in any material way, or changed to make the coverage no longer meet the minimum requirements of this Contract.

16. Termination. This Agreement may be terminated at any time in whole or in part by mutual consent of both parties, or by either party, with or without cause, upon thirty (30) days advance written notice delivered by registered or certified mail, or in person, to the other party. The County may terminate this Agreement in whole or in part, effective upon delivery of written notice to Contractor, or at such later date as may be established by the County under the following conditions:

A. If Contractor fails to perform the work in a manner satisfactory to County.

B. If any license or certificate required by law or regulation to be held by Contractor to provide the services required by this Agreement is for any reason denied, revoked, or not renewed.

C. If funding becomes inadequate to allow the work to continue in accordance with the project schedule.

In case of termination, Contractor shall be required to repay to County the amount of any funds advanced to Contractor which Contractor has not earned or expended through the provision

of services in accordance with this Agreement. However, Contractor shall be entitled to retain all costs incurred and fees earned by Contractor prior to that termination date, and any amounts remaining due shall be paid by County not to exceed the maximum amount stated above and decreased by any additional costs incurred by County to correct the work performed.

The rights and remedies of the County related to any breach of this Agreement by Contractor shall not be exclusive, and are in addition to any other rights and remedies provided by law or under this Agreement. Any termination of this Agreement shall be without prejudice to any obligations or liabilities of either party already accrued before such termination.

17. Time of the Essence. The parties agree that time is of the essence in this Agreement.
18. Ownership of Documents. All documents of any nature and/or electronic data including, but not limited to, working papers, reports, material necessary to understand the documents and/or data, drawings, works of art and photographs, produced, prepared and/or compiled by Contractor pursuant to this Agreement are the property of County, and it is agreed by the parties that such documents are works made for hire. Contractor hereby conveys, transfers, and grants to County all rights of reproduction and the copyright to all such documents.
19. Mediation. In the event of a dispute between the parties arising out of or relating to this Contract, the parties agree to submit such dispute to a mediator agreed to by both parties as soon as practicable after the dispute arises, and preferably before commencement of litigation of any permitted arbitration. The parties agree to exercise their best efforts in good faith to resolve all disputes in mediation.
20. Choice of Law. This Agreement shall be governed by the laws of the State of Oregon.
21. Venue. Venue relating to this Agreement shall be in the Circuit Court of the State of Oregon for Columbia County, located in St. Helens, Oregon.
22. Attorney Fees. In the event an action, suit or proceeding, including appeal therefrom, is brought for failure to observe any of the terms of this Agreement, each party shall be responsible for its own attorney fees, expenses, costs and disbursements for said action, suit, proceeding or appeal.
23. Severability. If any provision of this Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holdings shall not affect the validity of the remaining portions hereof.
24. No Third-Party Rights. This Agreement is solely for the benefit of the parties to this Agreement. Rights and obligations established under this Agreement are not intended to benefit any person or entity not a signatory hereto.

25. ENTIRE AGREEMENT. THIS AGREEMENT (INCLUDING ITS EXHIBITS) CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE OF TERMS OF THIS AGREEMENT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT

SPECIFIED HEREIN REGARDING THIS AGREEMENT. CONTRACTOR, BY THE SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE(S) BELOW, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

CLARK NUBER PS

BOARD OF COUNTY COMMISSIONERS
FOR COLUMBIA COUNTY, OREGON

Name: Clark Nuber P.S.

By: _____
Anthony Hyde, Chair

By: 

By: _____
Henry Heimuller, Commissioner

Title: Shareholder

By: _____
Earl Fisher, Commissioner

Date: 4/6/14

Date: _____

Approved as to form

By: 
Office of County Counsel

Columbia County Request for Proposals for Financial Services

1. Municipal Advisor
2. Investment Advisor
3. Federal Compliance and Grant Services
4. Financial Systems Analysis
5. Cost Recovery Analysis and Fee Studies
6. Capital Replacement and Improvement Planning
7. Internal Audit Services

Proposals due January 14, 2016

Columbia County, Oregon

Issued November 12, 2015

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Section I

Request for Proposals (RFP)

Columbia County is requesting proposals from qualified consultants and organizations with experience in a variety of professional services in the financial area:

1. Municipal Advisor
2. Investment Advisor
3. Federal Compliance and Grant Services
4. Financial Systems Analysis
5. Cost Recovery Analysis and Fee Studies
6. Capital Replacement and Improvement Planning
7. Internal Audit Services

The objective of this RFP is to receive a variety of highly practical services that will help the County make concrete improvements to its financial operations in a number of ways. Columbia County seeks

- assistance in establishing effective practices that integrate into County financial infrastructure and enhance financial decision making and strengthen internal control
- policy recommendations that will help guide financial and administrative practices, keep the County legally compliant and organizationally flexible in the changing environment
- financial and other analysis that allows it to make the best possible choices in areas as diverse as fee setting and planning for retirement funding in the face of significantly constrained resources.

Proposals may be issued for a single service area, a group of service areas or all service areas. The County may contract with different consultants for each service or group of services requested under this RFP. It may choose not to issue a contract in any particular service area.

We are aware that other jurisdictions in our area may be interested in acquiring similar services. We encourage proposers to extend to other jurisdictions the pricing and terms and conditions included in these proposals should local municipalities or special service districts wish to pursue independent contracts in any of the professional service areas covered in this RFP.

Note that all proposals submitted are public documents.

Contracts awarded will be for two (2) years and may be renewable for an additional four (4) years, in the County's discretion.

The firm(s) or individual(s) selected through this Request for Proposals (RFP) process will be expected to cooperate fully with the County and its staff throughout the contract period.

Proposals will be received until **5:00 p.m. on January 14, 2016**. No proposals will be received after that time.

Section II

PROJECT OVERVIEW

Columbia County (population 50,000) is a semi-rural jurisdiction, located directly northwest of Multnomah County. The County seat is St. Helens, 30 miles from of Portland on the Columbia River.

Columbia County data:

- FY16 budget \$51.1 million in 19 funds with General Fund level of \$19.5 million
- One business type fund: the solid waste transfer station
- FY15 year-end existing debt service that includes \$3.1 million General Obligation bonds and \$17 million Rev Bonds/Other Debt. The County has a \$176 million combined debt limit
- Established PERS reserve account consisting of the 4.4% rate reduction which came into effect in FY14
- County voters passed a three year jail operations levy (FY15 to FY17) by less than 300 votes (51.25% yes to 48.75% no); had it not passed, the Columbia County jail was on the path to closure in FY15
- County Schedule of Expense for Federal Awards reported a high of \$20 million in FY12 to less than \$4 million in FY15. FEMA grants primary driver of federal grant level swings; implementing new 10% indirect rate option
- An Oregon "timber county;" historically, federal timber revenue made up almost 20% of unrestricted general fund revenues. Today this funding stream is highly uncertain and, when funds are made available, compose a much smaller proportion of the County budget
- Social services are carried out by partner non-profit organizations
- FY16 County staff totals 160 full time equivalents (FTEs), down 23% from the FY09 staffing level, before the impact of the national financial crisis, state budget deficits and steep decline in federal timber dollars
- Staff work in 19 departments overseen by Elected Officials (ex. County Sheriff or County Clerk) or appointed Department Heads reporting to the full time elected Board of Commissioners, resulting in a partially decentralized, largely collaborative management structure
- Finance Department commitment to excellence exemplified by re-establishing CAFR financials in FY13 and earning the GFOA award from that year on as well as achieving the GFOA budget award for the first time in FY15 and most recently for FY16

The Finance Department (staff of 4.1 FTE) will be the primary point of contact for these professional services. The County Finance Director also serves as Columbia County's elected Treasurer. Some financial-analytical services will focus on the needs of specific programs in other County departments.

The goal of this procurement and the professional services sought is to make the best possible use of scarce economic and personnel resources by assisting the County to extend its support and program service capacity in strategic ways to serve its community both now and into the future.

Columbia County expects that proposers respond with services that are consistent with the best practices of their respective fields. Further, the County expects that all proposed services meet or exceed the standards of the relevant professional standards organizations and applicable regulatory requirements.

Finally, because the County has largely been unable to make significant investments in state of the art technologies, constituency and partner communication methodologies, etc. the County is seeking advice, professional services and project deliverables that will position it to take advantage of today's increasingly connected environment.

Section III

SCOPE OF SERVICES

Columbia County is seeking proposals from qualified consultants to provide financial services to Columbia County. A general range of financial services is sought in the following service areas:

1. Municipal Advisor
2. Investment Advisor
3. Federal Compliance and Grant Services
4. Financial Systems Analysis
5. Cost Recovery Analysis and Fee Studies
6. Capital Replacement and Improvement Planning
7. Internal Audit Services

The Scope of Services is organized by each service area. The initial section outlines scope considerations required for all service areas.

Scope considerations for all professional services areas

- A. Develop and recommend policies, procedures and standards and practices that reflect best practices and identify relevant regulatory or compliance requirements
- B. Coordinate with the Finance Department and other County Departments or Elected Officials as necessary
- C. Propose a methodology for managing the work included in the scope of services. Project management duties and expectations of the proposer with regard to County staff availability and members of proposer firm should be specifically addressed

1. Municipal Advisor

- 1.1. Act as Municipal Advisor on all matters associated with Columbia County debt issuance of any type, including competitive or negotiated processes, debt restructuring, commercial bank loans or significant lease programs. Such advice may be in writing, verbal or by other communication
- 1.2. Prepare staff on issues related to bond issuance, debt and other financial analysis as requested
- 1.3. Assist and accompany appropriate County staff in discussions, meetings, and official appearances before public bodies and other groups or persons regarding Columbia County debt when requested
- 1.4. Attend and assist staff in all meetings with Underwriters, Bond Counsel, State of Oregon, the Securities and Exchange Commission, etc. as requested by County
- 1.5. Represent only the interests of Columbia County when meeting with staff, Underwriters, Bond Counsel, or any other organization or individual associated with County debt. Given fiduciary obligation to County, will not engage in any meetings with any organizations or individuals without the knowledge of the Finance Director when any County financial matters will be discussed
- 1.6. Assist the County with required filings, disclosures, or publications and registrations and ensure timeliness of any required filings, disclosures, registrations, etc. required by any outside agency of Municipal Advisors
- 1.7. Provide analysis regarding:
 - 1.7.1. Potential benefit to local taxpayers or transfer station rate payers from refinancing current debt
 - 1.7.2. Impact of retirement cost trends and options to mitigate those increases including internal resources and reserves, debt and/or other strategies
- 1.8. Assist County with development of any specific policies, practices or materials required by recent SEC and MSRB rule changes

2. Investment Advisor

- 2.1. County Investment Program start up activity involved assisting the County Treasurer in:
 - 2.1.1. Reestablishing the Columbia County Investment Policy with the Oregon Short Term Fund Board including attending meetings with Commissioners and the OSTFB as needed
 - 2.1.2. Analyzing cash liquidity and core funds available for investments outside the Oregon Local Government Investment Pool
 - 2.1.3. Establishing an investment strategy consistent with investment policy and liquidity needs with appropriate benchmarks
 - 2.1.4. Establishing an internal control and review process for the work of County staff and outside vendors including the Investment Advisor
 - 2.1.5. Developing efficiently produced and easily understandable performance reporting tools, portfolio informational packages, etc. utilizing existing County software or specialized tools (web-based systems, software, etc.) available to local governments
- 2.2. Provide non-discretionary management of the County's investment portfolio under advisement
- 2.3. Comply with all federal and state of Oregon laws and ordinances, resolutions, and County policies
- 2.4. Assist County in evaluating investment methodologies including web-based trading systems, approved brokers, etc. given the economic and staffing resources available
- 2.5. Assure coordination of investment trades, security delivery, fund availability, trade settlement assistance, market research and yield curve analysis
- 2.6. Perform due diligence reviews of brokers, competitive pricing for securities transactions, financial institutions, and monitor creditworthiness
- 2.7. Support procurement processes for ancillary investment services including brokers, security custodians, purchased investment tools or technology, etc.
- 2.8. Report investment portfolio activity and performance including earnings and accounting methodology following GAAP and GASB true-value reporting for annual financial statements
- 2.9. Attend meetings of County Commissioners at request of County Treasurer including the annual review of the Investment Policy, periodic informational sessions on market conditions and/or County Investment performance reporting, etc.
- 2.10. Advise on investment issues or questions which may arise in relation to County deferred compensation program

3. Federal Compliance and Grant Services

- 3.1. Assist County in assuring compliance with federal Uniform Grant Guidance (UGG) including policy development, policy updates, internal control documentation, etc.
- 3.2. Assist County in establishing procedures, checklists and other tools to assist departments in grant development, contract management, performance tracking, grant reporting and compliance requirements for the entire grant life cycle including implementing the 10% indirect rate option now available under UGG
- 3.3. Assist County Finance Department in financial reporting requirements, establishing a grants tracking method for the Schedule of Expenditures of Federal Awards, etc.
- 3.4. Assist the County in developing a training program regarding federal grants for County staff and, potentially, other members of the community, that covers opportunities and obligations of grants including County policies regarding grant activity
- 3.5. Review grant project proposals and grant agreements – federal and state – as requested to identify requirements for new or expanded compliance procedures (financial, personnel, departmental, legal, training, future obligations, etc.), match requirements and sources, etc.
- 3.6. Provide analysis as to the benefits, risks and trade-offs involved in receiving federal funds in a federal contractor relationship vs grant recipient in either direct federal or state of Oregon pass through structures
- 3.7. Research federal or state grants that might be relevant to existing or planned service delivery, work with County staff to evaluate whether pursuing new funding opportunities is in its interest, assist with applications as requested

4. Financial Systems Analysis

The County recognizes that basic financial business processes are not well integrated County-wide and many are labor intensive and paper-driven in all departments including the Finance Department. The County would benefit from centralized services or tracking systems given the size and complexity of the organization such as procurement support, life cycle contract management, accounts receivable, capital improvements support, financial planning, etc.

The County seeks a consultant to take it through a process to (1) identify the most critical deficits or obstacles to providing efficient financial services and/or user-friendly tools to improve managerial decision making (2) evaluate and recommend options to improve the financial infrastructure and (3) act as project manager for transition to new financial processes and tools.

- 4.1. Assess current operations and identify deficits including software functionality, critical business processes, staffing levels and/or skill sets, organizational issues, etc.
- 4.2. Evaluate options to improve financial infrastructure including better utilization of the current accounting software, procurement of new software, partner with other local government to use its accounting software, re-distribute or add staffing resources, re-design business processes, deploy additional functionality, etc.
- 4.3. Recommendations on options would include:
 - 4.3.1. Ranges of likely cost differential on options
 - 4.3.2. Ranges of staffing level changes in all affected departments required to maintain current operations and make the transition on recommended options
 - 4.3.3. Ranges of likely time frames needed to implement alternative options
 - 4.3.4. Enhancements in service areas provided by options, e.g. transparency, management utility, efficiencies gained, etc.
- 4.4. Draft RFP for solution(s) identified as most advantageous for County
- 4.5. Work with County staff to evaluate RFPs, facilitate process of making decision, and support the contract phase of the procurement
- 4.6. Act as project manager for implementation process with County staff and other vendors, as needed
- 4.7. Assure that adequate training resources and process maps exist or are created for on-going use by multiple stake holders including the governing body, management, and system users

5. Cost Recovery Analysis and Fee Studies

- 5.1. Assist County Finance Director with compiling a comprehensive list of all services provided, current fees and user statistics and make recommendations on those that merit individual review
- 5.2. Identify the total cost of providing distinct County services (such as planning fees, park user fees, clerk's fees, public records request fees, etc.) in a manner that is consistent with all applicable Oregon laws, statutes, rules and regulations governing the collection of fees, rates, and charges by public entities
- 5.3. Compare service costs with existing recovery levels. This includes any service areas where the County is currently charging for services
- 5.4. Identify any service charges or licensing fees that the County may charge but currently does not compared to neighboring or similar counties
- 5.5. Recommend appropriate fees and charges together with the appropriate subsidy percentage for those fees where full cost recovery may be either undesired or unrealistic
- 5.6. For service costs or fees analyzed, prepare a report that identifies each service, its full cost and recommended cost recovery levels
- 5.7. Produce a framework for staff making annual updates of fee structures and/or provide recommended methodologies for updating fee structures and/or recommend technology solutions
- 5.8. Analyze the cost recovery level and structure of services sold to other jurisdictions currently (inspections, housing federal prisoners, vehicle maintenance at transit facility, etc.) or select services that might be proposed in the future
- 5.9. Attend meetings with County governing body, staff and stakeholders as requested

6. Capital Replacement and Improvement Planning

- 6.1. Assist County staff in establishing a capital replacement and capital improvement planning process including annual calendars, tying it to the budget process, involvement of appropriate County stakeholders, etc.
- 6.2. Create or recommend purchase of tools to establish a vehicle and equipment replacement program across various County departments that includes the ability to analyze the total cost differences between purchase or lease given changing prices and interest rates over time
- 6.3. Assist County staff in evaluating list of capital improvement projects including cost projections, staffing needs for each, project durations, analysis of impact of project on carrying costs (labor or direct cost savings or increases), financing options, etc.
- 6.4. Assist staff in producing needed documentation, tools, frameworks, staff duty assignments, etc. that will allow staff to maintain the programs either independently or with specified professional service support on an on-going basis
- 6.5. Assist staff in identifying effective mechanisms (internal savings, lease options, debt, grants, etc.) for funding capital replacement and improvements

7. Internal Audit Services

7.1. Carry out requested internal audit projects. Examples include:

- 7.1.1. Comparison of departmental information sources (program software, spreadsheets, other tracking systems) with revenues actual received and booked in the accounting software
- 7.1.2. Review use of fuel purchasing for county vehicles
- 7.1.3. Compare County policy to actual practice

7.2. Make recommendations for improvements, utilization of tools, training needs, etc. that will address issues found in any internal audit review

7.3. Assist staff in documenting its internal control structure and creating tools and training resources to assure ongoing understanding and use of County internal controls

7.4. Assist staff in creating tools, frameworks or processes that will allow it to manage County-wide and program-specific risks effectively and proactively

Section IV
GENERAL INSTRUCTIONS

A. ADMINISTRATIVE INFORMATION

1. This RFP is issued under the authority of
Board of County Commissioners
230 Strand
St. Helens, Oregon 97051

All inquiries concerning the intent of this request, contract information or site access shall be directed, in writing, to Jennifer Cuellar, Finance Director and Treasurer, 230 Strand Street, St. Helens, OR, 97051.

2. This request for proposal consists of the following items:
 - Section I. Request for Proposals (RFP)
 - Section II. Project Overview
 - Section III. Scope of Services
 - Section IV. General Instructions
 - Section V. Proposal Responses
 - Section VI. Evaluation and Selection
 - Section VII. Contract

This RFP package should be checked to ensure that all of the listed items are included. Any missing portions can be obtained from the Columbia County Finance Department, 230 Strand Street, St. Helens, Oregon, 97051.

3. It is extremely important that all portions of this RFP be completed as professionally as possible. An incomplete or uncoordinated submission will be judged as indicative of the proposer's capability and professionalism. If there are any deviations from the RFP requirements, please indicate the reason for the deviation in writing.
4. Proposers requesting clarification or interpretation or who find any ambiguity, inconsistency or error in the RFP shall communicate with Jennifer Cuellar in writing. Any such request or notice shall be made **no later than December 3, 2015**. Any supplements, interpretations, corrections or changes to the RFP will be made by written addendum and be mailed or faxed to all who are known to have received the RFP. Supplements, interpretations, corrections or changes of the RFP made in any other manner will not be binding.

5. A list of all solicited proposers will be provided to any proposer upon receipt of a written request.

B. PROPOSAL SUBMITTAL

Five (5) copies of the complete proposal, including all other documents required to be submitted with the proposal, shall be enclosed in a sealed envelope or container clearly marked on the outside for one or both elements of this RFP, to read, "Proposal for Financial Services" or equivalent.

Proposals may be submitted by mail or in person to the Columbia County Courthouse, Attn. Finance Department, 230 Strand St., St. Helens, Oregon, 97051

C. SUBMITTAL DEADLINE

Proposals must be received by **5:00 p.m. on Thursday, January 14, 2016**, at the Finance Department, 230 Strand St., St. Helens, Oregon, 97051

D. PROPOSAL OPENING.

All proposals received in compliance with the instructions of this RFP will be opened by the Evaluation Committee between **January 15 and January 19, 2016**. Evaluations and scoring will take place subsequent to this.

Proposals received after the date and time specified in Section IV. C and/or proposals which are not prepared and filed in substantial compliance with the terms and conditions of this RFP will not be considered for evaluation or award of a contract.

E. MODIFICATION OR WITHDRAWAL OF PROPOSAL.

A proposal may not be modified, withdrawn or canceled by the proposer for a ninety (90) day period following the time and date designated for the receipt of proposals and proposer so agrees in submitting the proposal.

Prior to the time and date designated for receipt of proposals, proposals submitted early may be modified or withdrawn only by notice to the County at the place designated for receipt of proposals. Such notice shall be in writing over the signature of proposer or by facsimile. If by facsimile, written confirmation over the signature of proposer must have been mailed and postmarked on or before the date and time set for receipt of proposals.

Withdrawn proposals may be resubmitted up to the time designated for the receipt of proposals, provided that they are then fully in compliance with the RFP.

EXHIBIT "B"

CLARK NUBER PS

CERTIFIED PUBLIC ACCOUNTANTS
AND CONSULTANTS

A. Title Page

Columbia County Request for Proposals for Financial Services

Federal Compliance and Grant Services
Financial Systems Analysis
Internal Audit Services

Submitted: January 13, 2016

1. We confirm all data presented in the proposal is accurate and complete.
2. We acknowledge that we have read and understood the RFP and the proposal is made in accordance with the contents of the RFP, unless otherwise noted in the proposal.
3. We confirm the proposal shall be valid for ninety (90) days after submission of the proposal.
4. We acknowledge the cost of submittals and any related expenses, including travel for interviews or inspection, shall be entirely our responsibility.

Authorized Representative



Mitchell Hansen, CPA, CMA
Shareholder
Clark Nuber PS
10900 NE 4th Street, Suite 1700
Bellevue, WA 98004
Phone: 425-709-6697

Clark Nuber PS

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B. Introduction

January 13, 2016

Jennifer Cuellar, Finance Director and Treasurer
Columbia County
Columbia County Courthouse
230 Strand Street
St. Helens, OR 97051

Dear Ms. Cuellar,

Thank you for the opportunity to present our proposal for providing Federal Compliance and Grant Services, Financial Systems Analysis Services, and Internal Audit Services for Columbia County, Oregon.

As one of the region's leading accounting firms, Clark Nuber offers a high level of service, reasonable fees, and the necessary technical experience for public sector organizations. We have a dedicated Not-for-Profit and Governmental Services Group of more than 60 professionals who specialize in providing audit, tax, and consulting services to more than 750 organizations. This team gives us the depth and scope to provide expertise in complex technical issues. We specifically have expertise in the areas of Federal Grant Compliance, Financial Systems Analysis, and Internal Audit and are excited for the opportunity to assist Columbia County in establishing effective practices that integrate into financial infrastructure and enhance financial decision making and strengthen internal control. As we continue to grow our firm and footprint, we are interested in working with more governmental entities in Oregon. We believe our experience and approach to services is a great fit for your needs.

If you need additional information or have any questions, please don't hesitate to call me at 425-709-6697 or email me at mhansen@clarknuber.com.

Sincerely,



Mitchell R. Hansen, CPA, CMA
Shareholder

CN

T: 425-454-4919
T: 800-504-8747
F: 425-454-4620

10900 NE 4th St
Suite 1700
Bellevue WA
98004

clarknuber.com

C. Firm Qualification and Experience in Providing Requested Services

About Clark Nuber

Clark Nuber is one of the Top 100 accounting firms in the United States as named by *Accounting Today* and *Inside Public Accounting*. We are an award-winning CPA and consulting firm that has been in business for more than six decades. With nearly 200 people, we serve a broad range of clients with operations throughout the world including not-for-profit and public sector organizations, privately held and family businesses, angel and venture-backed companies, public companies, foundations, and high net worth individuals and their families. Our services include financial statement audits, internal audit support, risk management, internal control systems, indirect cost rate, merger and acquisition, federal, state and local, and international tax planning and compliance, CFO/Controller/accounting services, accounting system functional needs assessments, and specialty audits, including retirement plans and government grants, and customized consulting and advisory services.

Serving the Public Sector

One of Clark Nuber's major practice areas is in providing accounting and consulting services to not-for-profit and governmental organizations. We have a dedicated Not-for-Profit and Government Services Group to provide services such as federal compliance and grant services, financial systems analysis, and internal audit services.

One of our tenets of excellent client service is to provide our clients with timely updates and alerts on emerging issues. Our Not-for-Profit and Government Services Group meets on a regular basis to keep informed and provides educational courses and updates to our clients in these sectors. For example, we publish a newsletter distributed monthly to over 2,300 local not-for-profit and governmental subscribers, which helps them stay updated on developments in these sectors, and we sponsor or conduct various workshops and seminars, such as our recent seminar on preparing for the OMB's Uniform Guidance.

We also share our expertise at a higher, wider level. Several of our shareholders and principals speak regularly at local and national conferences on accounting and auditing issues and federal award compliance. Through these opportunities we have made connections with standard setters at GAO, OMB, GASB, GFOA, AICPA and the IRS, which are all additional resources for us. Additionally, one of our shareholders was the chair of the WSCPA's and AGA's Annual Governmental Conference for 2010 and 2011.

Furthermore, we are members of the AICPA's Governmental Audit Quality Center. Membership in this program requires our firm to hold our governmental auditing practice to a much higher standard than non-member firms. We are members of the Government Finance Officers Association and Washington Society of CPA's Government Accounting & Auditing Committee. We are also certified by the Oregon Society of CPA's as Municipal Auditors which is a mandatory requirement in Oregon for CPAs to be eligible to serve governmental entities.

Lastly, we have extensive experience performing Single Audits on funding from a wide variety of federal agencies, including the Department of Interior, Department of Health and Human Services, National Science Foundation, Department of Education, Department of Labor, Department of State, and others. Clark Nuber performs more Single Audits in Washington State than any other CPA firm. One of our

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shareholders is also a former federal auditor with an Office of Inspector General, giving us a unique perspective on federal audit issues.

Proposed Team Members

The people we have selected to serve you combine experience and technical expertise in the areas you need, as well as outstanding communication skills. Each understands that accessibility and promptness are the hallmarks of good client service. Professional biographies for each of these individuals are included in the Appendix.

- **Mitch Hansen** – CPA, CMA, Shareholder. Mitch will oversee all services provided to Columbia County, manage the overall engagement, and provide ongoing supervision. Additionally, he will be available to your team throughout the year for consultation and advice. Mitch heads up the firm's governmental practice, is the firm's designated representative with the AICPA's Government Audit Quality Center, and leads the audit services for many of the firm's largest governmental clients including the Cascade Water Alliance, Puyallup Tribe of Indians, and the Columbia River Inter-Tribal Fish Commission in Portland. Prior to coming to Clark Nuber, Mitch was a federal auditor with the U.S. Department of Commerce, Office of Inspector General, and worked in the accounting department at Yellowstone National Park prior to that, giving him a well-rounded skill set.
- **Troy Rector** – CPA, Principal. Troy will take the lead role in planning and performing the Federal Compliance and Grant Services for Columbia County. Troy currently serves our firm's largest governmental clients and leads the firm's efforts regarding federal compliance, grants and indirect cost consulting including the Office of Management and Budget's "new" Uniform Grant Guidance.
- **Cheryl Olson** – CPA, CGMA, Director of NFP Consulting. Cheryl, who is based in Oregon, will be the service lead for Financial Systems Analysis Services. She has spent her career providing consulting, training, and advisory services in the areas of operational capacity, finance, and governance. Her experience includes performing accounting system needs assessments and business process systems reviews.
- **Diane Shey** – CPA, Senior Manager. Diane is a not-for-profit and local government financial consultant and will assist with the Financial Systems Analysis Services. She has spent 16 years helping over 80 organizations implement accounting systems and navigate business process changes.
- **Sara T. Behrman**. Sara, who is based in Oregon, is a Freelance Grant Writer & Consultant and will assist with the Federal Compliance and Grant Services. Sara has over 25 years of experience writing and managing grants including federally funded awards.

D. Proposal to Provide Requested Services

Federal Compliance and Grant Services

We have a long history of providing federal compliance and grant services to tax exempt organizations, including Uniform Guidance readiness, federal grant/contract issues-based advisory services, subrecipient monitoring/support in designing a subrecipient monitoring program, and grant management consulting.

We have outlined below our proposed approach to completing each of the Federal Compliance and Grant Service projects requested. We have not included a due date for each project as the County would

likely have input on the priority of each project. Our goal would be to have all Federal Compliance and Grant Service projects completed by August 31, 2016.

Process Steps	Responsibility/Level of Effort
3.1 Assist County in assuring compliance with federal Uniform Grant Guidance (UGG) including policy development, policy updates, internal control documentation, etc.	
Obtain and review all current County policies and procedures that would include provisions associated with Federal grant compliance.	Provide copies of or access to the County's policies and procedures.
Interview County personnel to understand current Federal policies and procedures especially those processes that are performed but not formally documented.	Make staff available for on-site interviews. Each staff interview is normally not more than 2 hours each and is very helpful in our understanding the County's current "state of affairs".
Provide to the County a listing of action steps (i.e. implementation plan) needed to become compliant with the UGG. Each action step will be assigned an "importance" ranking of high, medium, or low to help the County prioritize its work.	With the UGG implementation plan in hand, the County's UGG implementation lead would assign implementation tasks to various County personnel to undertake.
Provide the County with resources to access example UGG policies, templates, and forms.	
Be available throughout the County's UGG implementation efforts to provide technical assistance.	
3.2 Assist County in establishing procedures, checklists, and other tools to assist departments in grant development, contract management, performance tracking, grant reporting, and compliance requirements for the entire grant life cycle including implementing the 10% indirect cost rate option now available under UGG.	
Obtain and review copies of or access to the County's current grants management system and checklists, forms, tools used to manage the entire grant life cycle	Provide access to the County's grant's management system and all forms, tools currently used to management the grant life cycle.
Obtain access to a limited number of current grant agreements.	Provide copies of or access to the County's grant files containing grant agreements and amendments.

Process Steps	Responsibility/Level of Effort
Interview staff to understand current job assignments and process flow as it relates to the grant life cycle.	Make staff available for on-site Individual and/or group interviews. Each staff interview is normally not more than 90 minutes.
Provide recommendations on systems design, checklists and tools to better manage the entire grant life cycle.	
Establish methodology for the County to budget for and apply (calculate) the De Minimis indirect cost rate in accordance with the UGG.	
Review the fundamentals of Appendix V [Central Service Cost Allocation Plans] and VII [States and Local Government and Indian Tribe Indirect Cost Proposals] with County staff, how they relate to the County's Federal grant activities and associated benefits.	
3.3 Assist County Finance Department in financial reporting requirements, establishing a grants tracking method for the Schedule of Expenditures of Federal Awards (SEFA), etc.	
As part of the grants management project, we will evaluate the County's current grant intake process by reviewing current methods.	Interviews of staff and copies of current County documents, as requested.
Provide example grant intake tools to help the County better identify, upfront, the key sources and compliance requirements applicable to new grant agreements.	
Provide recommendations on improvements to the County's grants management system to ensure data is being captured to efficiently and accurately prepare the SEFA. This will include an evaluation of how Federal award financial data is accumulated in the County's accounting system for reporting in the SEFA.	
3.4 Assist the County in development a training program regarding federal grants for County staff and, potentially, other members of the community, covering opportunities and obligations of grants including County policies regarding grant activity.	

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Process Steps	Responsibility/Level of Effort
As part of our other work, assist the County in identifying key areas of training that is needed and provide input on a recommended training curriculum.	
3.5 Review grant project proposals and grant agreements – federal and state, as requested to identify requirements for new or expanded compliance procedures (financial, personnel, departmental, legal, training, future obligations, etc.), match requirements and sources, etc.	
Be available to review grant project proposals and grant agreements to provide feedback on significant compliance requirements and how they relate to existing County compliance policies and procedures.*	Interviews of staff, copies of grant proposals and agreements.
In our requested review of grant project proposals and grant agreements, identify key changes that would be needed to be in compliance with new requirements or significant changes to existing requirements.	
3.6 Provide analysis as to the benefits, risks and trade-offs involved in receiving federal funds in a federal contractor relationship vs grant recipient in either direct federal or state of Oregon pass through structures.	
Obtain summary of the State of Oregon pass-through structures known by the County for current or potential funding.	
Perform research to identify common contractor relationship types (cost-based, firm fixed price, etc.) used by Federal funding agencies for the County's core Federal funding.	Interview with staff, requested communication with the County's Federal funding agencies (direct or pass-through).
Provide a summary of benefits, risks and trade-offs for the County receiving Federal awards as either a contractor or prime recipient (subrecipient).	
3.7 Research federal or state grants that might be relevant to existing or planned service delivery, work with County staff to evaluate whether pursuing new funding opportunities is in its interest, assist with applications as requested.	
Obtain an understanding of the current or planned service delivery that the County hopes to receive external funding sources.	Interview with County staff including the Finance Department, other County Departments and Elected Officials as necessary.

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Process Steps	Responsibility/Level of Effort
Research new funding opportunities and provide a summary report to the County of the potential funding sources.	
Discuss with County staff the new funding sources identified and the related risks/rewards of pursuing the opportunities.	
Assist with preparing or reviewing funding applications, as requested.*	

* See discussion in the Cost Proposal section below.

Financial Systems Analysis

We understand that the objective of the RFP is for the County to receive a variety of highly practical services that will help make concrete improvements to its financial operations. Many organizations struggle with scarce economic and human resources to both identify and implement needed changes. Hiring a professional services partner to provide an independent external review of the financial systems and serve as project manager to ensure the needed infrastructure is built will ensure successful implementation.

Going into a software selection process can be daunting, particularly without a current system functional needs assessment and gap analysis in hand. The result: software selection decisions that are often based on features versus the software that best addresses core needs. We help clients define a software plan based on what matters most to them and help them document a gap analysis, which identifies the gaps between their current system and their identified core needs. While the gap analysis can identify an organization's "pain points" and how significant they are, it can also identify areas where there are *perceived* gaps in their current system but in reality the current system has the needed functionality. The gap analysis will help organizations be better informed when evaluating software and communicating needs to vendors, if a new software system is needed.

Clark Nuber will evaluate existing financial practices and understand the current decision making processes to assist the County in establishing and strengthening effective practices, internal controls, and use of technology.

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Timeline

Phases	Process Steps	Responsibility/Level of Effort	Due Date
Phase I: Understand the Current State	Identify the most critical deficits or obstacles to providing efficient financial services and/or lack of tools to improve managerial decision making.	Clark Nuber – 142 hours Columbia County – 40 hours	March – May 2016
	Introductory call to set up kick-off meeting with appropriate attendees.		
	Hold kick-off meeting with key stakeholders for introductions and to: <ul style="list-style-type: none"> • Discuss timing/coordinate schedules • Agree on form and timing of status updates and deliverables • Identify key departments out of the 19 that provide and/or receive financial information • Identify stakeholders to be surveyed and/or interviewed: <ul style="list-style-type: none"> • Staff • Elected Officials • Appointed Department Heads • Elected Board of Commissioners 		

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Phases	Process Steps	Responsibility/Level of Effort	Due Date
	<p>Obtain and review current staffing and governance structure for understanding and recommended improvements:</p> <ul style="list-style-type: none"> • Organizational Chart • FY16 Operating Budget (website) • FY15 Annual Financial Report (website) • Financial Reports • Job descriptions finance staff • Position descriptions for Board of Commissioners • List of board approved policies • Finance policy and procedures manual • Copy of Conflict of Interest Policy 		
	<p>Obtain and review current strategic plan documents, processes followed, team, and plans to update for understanding and recommended improvements.</p>		
	<p>Understand existing communication processes used by the staff, elected officials, department heads, board of commissioners, and constituents for recommended improvements.</p>		

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Phases	Process Steps	Responsibility/Level of Effort	Due Date
	Understand current manual and automated financial business processes/systems/tools, including procurement, contract management, accounts receivable, capital improvements, etc. for effectiveness and efficiency.		
	Understand current financial planning process, team involved, documents used, etc. for recommended improvements.		
	Craft surveys, questions agreed by County finance staff, regarding communication, accounting software, financial information and planning.		
	Interview up to 26 stakeholders, as agreed by County finance staff, for a deeper dive on communication, accounting software, financial information and planning.		
	Confirm understanding of Phase I results, including functional needs, and refine work plan as necessary before moving forward with Phase II.		
Phase II: Evaluation and Recommendation	Evaluate and recommend options to improve the financial infrastructure, including centralized services or tracking systems.	Clark Nuber – 120 hours Columbia County – 20 hours	May – August 2016
	Identify 4-6 Counties and 2-3 Governmental Entities to conduct research calls with Columbia County and consult with Clark Nuber Governmental and IT Experts.		

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Phases	Process Steps	Responsibility/Level of Effort	Due Date
	Evaluate the existing financial software (Accela formerly known as Springbrook) and prepare a gap analysis.		
	Conduct research calls with: <ul style="list-style-type: none"> • 2-3 other Counties in Oregon • 2-3 counties of similar size in the Pacific Northwest • 2-3 Governmental Entities for trends • Clark Nuber experts about common practices and trends 		
	Recommend which types of financial tools need to be researched or are needed.		
	Present Phase II results and Phase III plan with recommended options, staffing levels, collaboration opportunities, and benefits, which includes suggested staffing and timelines to implement tools and processes.		
Phase III: RFP and Implementation	Act as project manager for transition to new financial processes and tools.	Clark Nuber and Columbia County TBD based on selection of new financial processes and tools	October 2016 – June 2017 TBD based on selection of new financial processes and tools
	Draft RFP for solution(s) identified as most advantageous for County.		

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Phases	Process Steps	Responsibility/Level of Effort	Due Date
	Work with County staff to evaluate RFPs, facilitate process of making decision, and support the contract phase of the procurement.		
	Act as project manager for implementation process with County staff and other vendors, as needed.		
	Assure that adequate training resources and process maps exist or are created for ongoing use by multiple stake holders including the governing body, management, and system users.		

Internal Audit Services

Grant compliance, valuation, vendor and customer relationships, and strategic flexibility are all affected by how you choose to monitor finances and regulatory compliance inside your organization. We can help you identify and solve potential problems before they compromise the health of your organization.

Due to the frequency of high profile fraud that took place in the late 1990s and early 2000s, the Committee of Sponsoring Organizations of the Treadway Commission (COSO) was established. The goal of COSO is to provide leadership through the development of a framework that can guide organizations through risk management, internal control and fraud deterrence.

We can use the COSO framework to guide your organization through the maze of internal control and risk management by performing the following services:

- Interview employees and document what controls are in place
- Determine what areas are high risk and need further evaluation
- Test the controls to ensure implementation
- Assist with establishing cost beneficial mitigating controls
- Provide management with a report offering suggestions for improvement and areas with discrepancies between policy and implementation
- Periodically perform procedures to document controls and evaluate if the controls meet the needs of the organization

Approach

For a typical internal audit project we would take the following approach:

PHASE I— Gain Understanding, Internal Control Assessment, Plan Approval

1. Meet with management to:
 - Discuss timing/coordinate schedules.
 - Agree on form and timing of status updates.
 - Agree to process for reviews of draft and final versions of report. We are very sensitive to public disclosure laws and won't commit anything to writing until fully vetted with management.
 - Coordinate access to key personnel.
 - Discuss key areas of internal control and compliance that management wants included in the scope of the testing.
 - Determine if there are any new policies and procedures or changes to existing policies and procedures that management would like included in the scope of our testing.
 - Determine who management would like to have access to the secure web portal we will set up for document sharing for this engagement.
2. Using the COSO framework, obtain understanding of the control environment, risk assessment processes, control activities, processes for communicating policies and procedures and sharing information needed to monitor controls, and monitoring activities to assess effectiveness of the Internal control system.
3. Obtain and review policies and procedures and other key compliance requirements in areas agreed to be evaluated in this year's engagement.
4. Obtain and review prior internal audit reports. Identify prior findings that will need to be followed up on to determine current status.
5. Meet with staff members to interview and observe them performing their day-to-day tasks, as needed.
6. Obtain and review sample documents used by staff in the performance of their duties.
7. Refine work plan as necessary spelling out in detail proposed procedures to be performed in each compliance area, and proposed sample sizes. Our typical approach in these types of engagements is to use the same sampling methodology required by federal regulators for the Single Audit process.
8. Meet with management and get management's final approval before moving forward with testing.
9. Provide management and staff of listing of documents we will need to conduct our testing and agree on when those items will be ready for us.

PHASE II—Testing and Assessment

1. Conduct on-site testing. This would be performed by the project manager and one to two additional staff. Fieldwork length will depend on the scope agreed to above.
 - a. On a sample basis, perform test of controls and compliance with policies and procedures. The typical sampling methodology is the same sampling approach we take when conducting Single Audits.

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- b. Compare current practices to prescribed policies and procedures and sound business practices.
- c. For areas where differences are noted, determine underlying cause for the deviation. Identify meaningful recommendations that correct the policy, procedure, or personnel.
- d. Also, identify areas where existing controls can be strengthened.
- e. On the last day of fieldwork, hold an Informal exit conference with management discussing at a high level how the testing went, any possible findings, any open items, and the plan going forward to wrap-up the engagement and issue the report.

PHASE III—Reporting

Prepare the draft report with sections for executive summary, background and scope, findings and recommendations, and appendices with diagrams of current and recommended processes.

1. Review draft with management to ensure there have been no misconceptions or misunderstandings and revise as necessary.
2. Present final report.

Use of Technology for Audits

Clark Nuber has devoted substantial resources to the use of technology applications to streamline the audit process, both for our clients and for our professionals. On all engagements, we use a client-unique, internet-based tool called SmartSheet to facilitate safe, secure transmittal, and storage of confidential data between clients to the professionals assigned to their engagements. We also use electronic work paper binders to capture, organize and evaluate audit data. Most of our audit work papers are standardized in both content and format, which expedites client preparation and auditor review.

Proprietary Information

There is no information in this proposal that is considered to be trade secret under Oregon or Federal law.

E. Service Related References and Recent Experience

Our professional experience with governmental entities includes:

- Assisting many startup organizations with accounting software selection and setup, policy and procedure development, and board formation and policies. A recent example is the Future of Flight Foundation in Everett, Washington, which is the flight museum formed and operated as a joint project between Boeing, Snohomish County, and the Future of Flight Foundation.
- Providing startup consulting to the Washington Health Benefit Exchange to set up accounting functions, policies and procedures, and other administrative functions. In addition, provided accounting software functional needs assessment and gap analysis.
- Performing an accounting system functional needs assessment for a County Drainage District. The 14 functional needs were identified through initial meetings, document review, surveys, and interviews.

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- Implementation of accounting software for governmental entities, which includes project management, chart of accounts design, and related training.
- Performing an annual audit of a joint venture of five cities and three water districts created to meet the water needs of the region. This audit is reviewed and relied upon each year by the State Auditor's Office. We also provide quarterly agreed-upon procedures engagements.
- Performing outsourced internal audit procedures using our data mining software that allows us to look at 100% of the transactions in a database. We used this software to look at a city's procurement card charges and in four of the twelve tests we ran, a fraudster rose to the top of our tests. We now perform this testing for the city annually, as well as testing other databases.
- Performing the internal control and compliance reviews, and enterprise risk management services for a large state agency since 2011. The work culminates in a yearly 15+ page report to management.
- Providing internal control consulting work for a large local city on numerous projects, which included reviews of the contracting services, permitting process, treasury operations, purchasing, and other areas. In addition, we provided audit oversight services to the city's environmental services division. The city's contract with its solid waste and recycling contractor provided for triennial audits. We have provided oversight and monitoring to the city during that process. We are particularly proud that we were able to act as an intermediary between the city and its contractor to design a specialized audit reporting format that clearly identifies the required information to demonstrate compliance with the contract terms.
- Performing forensic testing at a local city that had abuse of its gas card program.
- Serving as consulting accountants to a local city. Our services included audit preparation assistance and liaison to the State Auditor. We have also performed construction and maintenance contract auditing for the city.
- Providing project management support to a large local city to ensure the timely completion of the annual Comprehensive Annual Financial Report (CAFR). Our mandate in this project was to not only lead the project to completion, but to do so in a way that ensures following years' CAFR projects proceed smoothly with standard work papers.
- Performing audits for the Association of Washington Cities and the Washington State Association of Counties. The Boards of Directors for both organizations are made up primarily of elected officials so we tailor our presentations to be understandable to non-CPAs to meet their needs.
- Performing revenue testing of a city's contractor for parking services.
- Performing an operational review of a state-funded trust fund program, including benchmarking the program against 35 similar programs around the country as well as other types of trust fund programs such as employee benefit plans, bank-managed trust funds, tribal per capita trust funds, and endowment funds. We also participated in the fund's lean process mandated by the governor to provide best practices and internal control guidance as recommendations are considered.
- Performing an operational review of payroll practices for a regional transportation authority to ensure economy and efficiency of practices, compliance with complex union agreements and other requirements, and look for opportunities for best practices recommendations.
- Assisting the Washington State Major League Baseball Stadium Public Facilities District (Safeco Field) startup with systems and operational consulting, construction accounting, and ongoing compilations and audit preparation for audit by the State Auditor's Office.

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- Review of the CAFR for a local city before submission to GFOA and bond rating agencies.
- Consulting with a city on how to implement recent GASB standards 63 and 65.
- Providing consulting to a local city on how to maintain their current bond rating.
- Providing construction accounting consultation services to a convention center authority during construction of the center and providing subsequent compliance monitoring oversight reporting.
- Providing construction and ongoing accounting consulting to an agency in connection with the build out of the Eastside's public safety radio communications system. This includes review of monthly financial statements and compilation of the year-end financial statements to submit to the Washington State Auditor's Office.
- Working with a large school district to assess the adequacy of controls over the payroll process and to recommend improvements.
- Performing agreed-upon procedures engagements with a local tribal organization to assess tribe's compliance with terms of an agreement between the tribe and the National Indian Gaming Commission and agreements with Washington State for the collection and use of a portion of the gas and cigarette tax proceeds.
- Assisting numerous governmental, educational and healthcare organizations with major facilities expansion projects including construction accounting and bond financing issues.
- Working with a local 911 agency to set up systems and processes during formation as well as to provide compiled financial statements and audit preparation for the Washington State Auditor's audit.
- Providing B&O tax audit service to several cities and governmental hospitals.
- Providing multi-day training sessions twice per year to clients, including sessions on internal controls and the COSO framework, fraud prevention, and federal grant administrative controls and cost principles.

References for Clark Nuber

Jon Matthews, Finance Director
Columbia River Inter-Tribal Fish Commission
matj@critfc.org
503-238-3560

Janet Olson, Finance Manager
Multnomah County Drainage District
jolson@mcdd.org
503-281-5675 ext. 303

Reference for Sara Behrman

Annie Neal, MPA, Director,
Multnomah County Domestic Violence Coordination Office
annie.neal@multco.us
503-988-4113

F. Cost Proposal

Federal Compliance and Grant Services

Our fees to complete the various projects included in the Federal Compliance and Grant Services scope of work would be estimated not to exceed \$24,000. For those projects summarized in Section D. above and having an asterisk, an estimate of the hours to be incurred was not included in the quoted fee as the level of assistance needed may vary and cannot be estimated.

Financial Systems Analysis

Based on our understanding of the scope of services desired and our planned approach, we propose a fee of \$80,000 for phases I and II. Out of pocket expenses are not included and will be billed as incurred. Any additional process steps that are not included in the above timeline, would need to be value priced between Clark Nuber and Columbia County. Phase III will be determined based on results of Phases I and II and agreement with Columbia County, but we are happy to establish a not to exceed amount with a set number of hours.

Internal Audit Services

Our fees for these services would be on a project by project basis depending on the scope of work agreed to. The basis of these fees would be the standard billing rates listed below. For all projects we take a collaborative approach in the planning phase by letting you clearly see how the cost could be reduced depending on the level of involvement of your personnel helping with the project. Sometimes that isn't feasible due to time availability or experience so in those cases we would take on larger role in executing the scope of work. We also will leverage the work by pushing work down to our staff with lower billing rates where it makes sense to do so, but being sure that careful supervision is provided regardless of who is performing the work.

Our standard hourly rates are as follows:

Position	Rate
Shareholder	\$395
Principals	\$325
Senior Managers	\$295
Managers	\$235
Director of NFP Consulting	\$200
Seniors	\$170
Associates	\$135
Grant Consultant	\$100

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G. Statement of Assurance

We affirm that Clark Nuber PS is not currently in violation of any regulatory agency rules. We have reviewed the sample contract and are prepared to sign the contract in its current form.

H. Insurance

Upon receipt of contract, we will provide a Certificate of Insurance demonstrating current coverage for liability in the amount of \$2,000,000; and Errors and Omissions coverage in the amount of \$1,000,000. The Certificate of Insurance will name Columbia County, its agents, officers and employees as additional insureds and be accompanied by an additional insured endorsement.

Mitch Hansen CPA, CMA



Mitch is a shareholder in our audit and assurance practice working primarily with not-for-profit and governmental organizations aiding in process improvements, financial statement audits, compliance audits for federally funded programs, and tax issues. His previous experience as an auditor for the U.S. Department of Commerce and in the accounting department at Yellowstone National Park has helped to create an exceptional and well-rounded knowledge base. Mitch is active in a number of professional organizations.

Practice Emphasis

- Heads up the firm's governmental services practice
- Not-for-profit organizations
- Required audits for federally funded programs
- Internal controls over financial reporting, fraud, and compliance
- Associations
- Healthcare and long-term care facilities
- Performance auditing, benchmarking, and operational reviews

Proven Results

- Performed internal audit services over federal compliance issues for a large international aid organization
- Assisted organizations in negotiating federal indirect cost rates.
- Served as interim controller at a local hospital for four months.
- Assisted a tribal organization expand operations by opening a floating casino.
- Helped numerous start-ups (not-for-profit and governmental) with formation issues, policies and procedures, accounting systems, and governance and budgeting processes.

Education

- Utah State University, B.S. in Accounting and Finance, minors in Economics and Geology

Activities

- American Institute of Certified Public Accountants
- Washington Society of Certified Public Accountants
- WSCPA Governmental Conference and Governmental Committee, Co-Chaired conference for two years
- Not-for-Profit Committee, WSCPA
- Institute of Management Accountants
- The Hearthstone Retirement Living, Board Member and immediate past Chair
- Board Member and Coach for the Kent Valley Hockey Association
- Aging Services of Washington Finance Committee
- Washington Society of Association Executives, Board Member and Conference Planning Committee
- Make-A-Wish Foundation, Board Chair
- Practical Guide to Form 990 by Clark Nuber, an on-line treatise published by CCH, contributing writer/reviewer

Troy Rector CPA



Troy's in-depth experience in the industries he serves has made him a good resource for his clients. Troy is a principal in the firm's audit and assurance practice.

Practice Emphasis

- Not-for-profit organizations and privately owned companies including social service agencies, healthcare organizations and low income housing entities
- Organizations required to be audited under the Single Audit Act in accordance with A-133 and/or HUD requirements

Proven Results

- Worked closely with management of organizations to strengthen their internal control system and business practices.
- Consulted with organizations concerning compliance with federal grant requirements.
- Performed and supervised audits and reviews of organizations, as well as, privately held corporations.

Education

- Indiana University, B.S. in Business Administration, concentration in Accounting and Finance

Activities

- American Institute of Certified Public Accountants
- Washington Society of Certified Public Accountants
- WSCPA, Not-for-Profit Committee
- United Way of King County, Audit and Review Committee

Cheryl R Olson CPA, CGMA



Cheryl is the Director of Not-for-Profit Consulting for the firm providing consulting, training, and advisory services in the areas of operational capacity, finance, and governance. She is a member of the not-for-profit services team and the information systems team.

Practice Emphases

- Abila MIP Fund Accounting and Intacct Financial Management and Accounting sales support
- Accounting software system functional needs assessments and gap analysis
- Financial risk assessment, including Enterprise Risk Management (ERM) studies
- Advising in management issues related to organizational structure, transitions, staffing, and culture
- Review of not-for-profit governance practices
- Review and documentation of business processes

Proven Results

- Led not-for-profit assessment, which provided recommendations for an incoming CEO in the areas of governance, reporting, finance, legal/compliance, staff development, and technology.
- Designed and delivered three online courses for certification in the areas of Budgeting, Ethics, and Aligning Mission and Strategy.
- Led and participated in Accounting System Functional Needs Assessments and Gap Analysis, which provided findings reports with options to explore in making a directional decision on whether to keep an existing accounting system, make changes to the system, or implement a new system.

Education

- University of the Pacific, B.S. in Business and Public Administration, Accounting Concentration

Activities

- American Institute of Certified Public Accountants, Member and Not-for-Profit Advisory Council Volunteer
- Oregon Society of Certified Public Accountants, Member and Not-for-Profit Committee Volunteer
- Washington Society of Certified Public Accountants, Member
- Girl Scouts of Oregon and Southwest Washington, Finance Committee Member
- PPS Beaumont Middle School, PTA Treasurer

Diane Shey CPA



Diane is a senior manager in the firm's audit and assurance practice and a member of the not-for-profit services team. She oversees the software implementations, projects and educational activities related to Abila MIP Fund Accounting, Abila Fundraising 50, Intacct, and Sage FAS for not-for-profits and local governments. Diane has been with Clark Nuber for over 18 years.

Practice Emphasis

- Not-for-profit and local government organizations
- Accounting and fundraising software systems for not-for-profits and local government organizations
- Educational activities relating to Abila MIP Fund Accounting, Abila Fundraising 50, Intacct and Sage FAS, including training, installations, troubleshooting, and on-going support

Proven Results

- Abila Software Authorized Partner and Certified Abila MIP Trainer
- Recognized by Abila as one of the top two certified MIP trainers in the nation in 2007
- Successfully developed and taught numerous classes on Abila MIP Fund Accounting, Abila Fundraising 50, and Sage FAS software – from basic through advanced knowledge
- Key player in all of Clark Nuber's Abila MIP Fund Accounting, Abila Fundraising 50, Intacct and Sage FAS software installations
- Managed audit and review jobs for not-for-profit organizations

Education

- University of Washington, B. A. In Accounting

Activities

- Washington Society of Certified Public Accountants

Sara Behrman
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Profile: A talented writer and leader, with thirty-five years of experience managing people, programs, publications, services, and financial resources for complex organizations

Education:

- 1991 Masters in Public Administration (all course work completed). Lewis & Clark College, Portland, Oregon
- 1980 Masters in Library Science. University of Iowa, Iowa City, Iowa
- 1978 Bachelor of Arts. Double Major: Comparative Literature & Russian Language. Graduated with Distinction. University of Wisconsin, Madison, Wisconsin
- 1977 Certificate of Russian Language. Leningrad State University, Leningrad, U.S.S.R.

Communication and Writing Skills:

- Published 39 articles in a variety of state and national professional publications, as well as essays appearing in several books
- Wrote and submitted more than one thousand federal, state, regional and local grant applications, successfully garnering more than one hundred million dollars in additional resources for special projects and programs
- Presented hundreds of workshops, delivered speeches, and participated in panel discussions at local, regional, state, and national conferences
- Taught several post-graduate credit courses at three major universities
- Educated community leaders with the development and delivery of special seminars on grant writing, grant evaluation and grants administration
- Wrote and published a monthly newsletter distributed to hundreds of subscribers nationwide
- Briefed the television and print media on a regular basis with interviews and press releases
- Created direct mail pieces and case statements for capital campaigns, designing marketing and promotional collateral such as investment opportunity descriptions, fliers, posters, banners, brochures, booklets, and general merchandise
- Designed and created content for organizations' Web pages
- Served as a "Writer in Residence" in community schools, teaching creative writing
- Demonstrated foreign language abilities while translating at special events, as well as during ongoing world travels to more than fourteen countries

Leadership, Administrative, and Organizational Skills:

- Initiated, coordinated, and evaluated collaborative undertakings by more than one hundred school, special, private, public, and university organizations in two states
- Initiated an active grants program, administering more than ninety grants over seven years which have revolutionized library services and programs
- Honored with several awards at national and state conferences in recognition of leadership skills

- Initiated, coordinated, and evaluated all cooperative services for fourteen public libraries in a three county area, serving more than half a million people
- Represented national membership issues as an elected official, and chaired more than one hundred committees, charged with tasks as varied as membership issues, programming, finance, federal guidelines, intellectual freedom, and technology
- Founded electronic community networking organizations in three counties
- Spearheaded the establishment of the nation's first Internet Training Centers in public libraries, establishing a total of four in three years
- Appointed to various national and state special task forces, panels, and committees
- Directed all aspects of personnel management for twenty-five FTE during fifteen years in three complex organizations
- Recruited, hired, and trained more than a hundred new professional and paraprofessional staff members, as well as volunteers
- Initiated, planned, and delivered more than forty professional development workshops for librarians, trustees and library staff
- Managed budgets in excess of one million dollars during tenure at four major institutions
- Directed decisions on contracts awarded for all goods and services
- Evaluated and implemented a tax and payroll system, performance appraisal system, and an employee benefits system for a nonprofit organization
- Initiated, planned, and delivered a variety of Board of Directors' development workshops
- Planned, delivered, and evaluated hundreds of innovative programs for children, teens, and adults, such as story hours, summer reading programs, writing workshops, book discussions and lectures on contemporary world problems

Community Service Skills:

- Assisted seniors with computer skills training in Cyber Seniors program at public library
- Aided persons with disabilities by developing and volunteering at special programs, fund-raising events, and with the formation of consumer committees to address adaptive technology needs
- Mentored literacy students as a volunteer
- Counseled refugees from the former Soviet Union regarding their transition to the United States as a volunteer
- Facilitated youth book discussion groups as a volunteer leader in schools and libraries
- Comforted children in battered women shelters as a volunteer storyteller

Professional Experience:

1980- present	Freelance writer & consultant (Full time since 1999)
1992-98	Director, Mideastern Michigan Library Cooperative, Flint, Michigan
1987-91	Community Librarian; Young Adult Coordinator. Fort Vancouver Regional Library, Vancouver, Washington
1983-87	Adult Librarian; Senior First Assistant. The New York Public Library, New York City, New York
1980-83	Documents Curator. Iowa Office of State Archaeologist, University of Iowa, Iowa City, Iowa

References Provided Upon Request

Clark Nuber^{PS}

10900 NE 4th St Suite 1700 Bellevue WA 98004 clarknuber.com



Exhibit "C"

Clark Nuber Standard hourly rates

Shareholder	\$355/hr
Principal	\$292/hr
Senior Manager	\$265/hr
Manager	\$211/hr
Dir of NFP Consulting	\$180/hr
Senior	\$153/hr
Associate	\$121/hr
Grant Consultant	\$90/hr