WEEKLY BUSINESS SESSION

Agenda

October 28, 2015, 9:00 a.m.
(2nd Wednesday of Month is Evening Meeting)
Anne G. Basker Auditorium
600 N.W. Sixth Street, Grants Pass, Oregon

1. ADMINISTRATIVE ACTION(S) IN CONSIDERATION OF:
   a. Approval of Addendum to Jail Services Contract with the City of Grants Pass
   b. Approval of Consideration of Water Monitoring Contract
   c. Approval of Criminal Justice Commission Justice Reinvestment Grant Program
   d. Approval of Order No. 2015-027; In the Matter of Uniform Procedure for Setting Fees Charged by County and Setting a Public Hearing: Animal Shelter; Assessor; Community Corrections; District Attorney; Juvenile Justice; Treasurer; Parks

2. REQUESTS/COMMENTS FROM CITIZENS: (Each person will be given three (3) minutes to speak)

3. APPROVAL OF CONSENT CALENDAR:
   a. Minutes (Draft minutes are available for viewing in the Board’s Office)
      Executive Session Meeting (Open Session) – September 30, 2015
      General Discussion – October 13, 2015
      Executive Session Meeting (Open Session) – October 14, 2015
   b. Provider Contract between Public Health and Siskiyou Community Center to Provide School Based Health Center Services from July 1, 2015 through June 30, 2017

4. OTHER: (ORS 192.640(1) "...notice shall include a list of the principal subjects anticipated to be considered at the meeting, but this requirement shall not limit the ability of a governing body to consider additional subjects.")

5. MATTERS FROM COMMISSIONERS:

The Board requests that you follow the rules and procedures for meetings as described in ORDINANCE 92-27, SECTION 7
Meetings shall at all times be orderly and respectful. When permitted, each person shall be given three (3) minutes to speak or such other longer time as may be allowed by the presiding officer. No person shall be heard until he or she states their name and address for the record. The presiding officer may terminate the meeting when necessary or refuse to recognize anyone who:
   a. Is disorderly, abusive or disruptive;
   b. Takes part in or encourages audience demonstrations, such as applause, cheering, display of signs, shouting or other conduct disruptive of the meeting;
   c. Speaks without first receiving recognition from the presiding officer and stating his or her full name and address (when requested); or
   d. Presents irrelevant, immaterial or repetitious comments.

If special physical or language accommodations are needed for this Public Session, please notify the Commissioners’ Office at (541) 474-5221 at least 48-hours prior to Session. TDD (Hearing-Impaired) 1-800-735-2900.
**AGENDA REQUEST FOR BOARD OF COMMISSIONERS**

*Agenda Requests are due by NOON on Monday of the week scheduled for Administration Workshop*  
*Requests received after that time will be placed on the Administration Workshop agenda for the following week*  
*If sending documents electronically – send to both*  
*wguinn@co.josephine.or.us and lmcelmurry@co.josephine.or.us*

**REVISED APRIL 2015**

<table>
<thead>
<tr>
<th>Date Submitted to BCC</th>
<th>10/20/15</th>
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<tr>
<td>Administration Workshop Meeting Date (Thursday)</td>
<td>10/22/15</td>
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<tr>
<td>WBS Meeting Date (Wednesday) Note: Second Wednesday of the month is evening session</td>
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**AGENDA TITLE: ***MUST COMPLETE THIS SECTION*** (Please provide a clearly written title sufficient to describe the item on the Weekly Business Agenda: Resolutions or Orders use full title, Contracts or IGAs state who it is between and service being provided, and Amendments which it is between and original IGA/Contract #. See full examples on page 2)**

Addendum to Jail Services Contract with the City of Grants Pass

**Department/Contact Person (Include Title and Ext. #)**
Ruth Nelson, Admin Budget Specialist, Ext 3120

**Presenter (Include Name and Title)**
Sheriff Dave Daniel

**Background information**
Renewal of bed rental contract

**Action you are requesting from the Board**
Approval of the addendum

**Reviewed by Finance Director (If yes, Finance’s signature required)**
No

**Reviewed by Legal Counsel (If yes, Legal’s signature required)**
No

**Reviewed by Information Technology (If yes, IT’s signature required)**
No

**Total Revenue, Cost, or Pass-Thru Funds to the County**
$972,000 revenue

**Notes or Special Instructions to BCC Staff**

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<tr>
<th>Title of Document(s) Submitted</th>
<th>Number of original documents submitted</th>
<th>Are all signatures on the documents? Y/N or BCC only</th>
<th>Are additional signatures needed? Y/N</th>
<th>Will a state or federal agency be signing the document? Y/N</th>
<th>Will additional signatures be received electronically? Y/N</th>
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**DOCUMENT DISTRIBUTION:** Board staff is required to submit one fully executed document with original Board signatures for recording in the Board’s Journal in the County Clerk’s Office unless otherwise specified under Notes or Special Instructions to BCC Staff.

- **All Signatures:** If all signatures are obtained, one fully executed original document will be filed in the Board’s Journal in the County Clerk’s Office and all other originals will be returned to the contact person. If only one original was submitted, an electronic copy will be returned to the contact person.

- **Additional Signatures Needed on Original Documents:** Board staff will retain one document with original Board signatures and return the additional originals to the contact person to obtain the remaining signature(s). Upon department receipt of the fully executed document, one fully executed original document must be returned to Board staff for recording in the Board’s Journal in the County Clerk’s Office.

- **Additional Signatures Needed on Electronic Documents:** Board staff will retain one document with original Board signatures and return an electronic copy to the contact person to obtain the remaining signature(s). Upon department receipt of the fully executed electronic document, one fully executed electronic document must be returned to Board staff for recording in the Board’s Journal in the County Clerk’s Office.
ADDENDUM TO JAIL SERVICES CONTRACT

WHEREAS, the City of Grants Pass ("City") and Josephine County ("County") entered into an "Agreement for Housing of Inmates Between the City of Grants Pass and Josephine County" ("Jail Agreement");

WHEREAS, the Agreement is set to terminate on June 30, 2015;

WHEREAS, the City has promulgated a public safety utility fee to fund jail services in substantially the same manner as in the Jail Agreement;

WHEREAS, the City desires to continue to receive additional jail beds and the County desires to continue to provide additional jail beds in a seamless manor, as provided herein, by extending the jail Agreement.

NOW, WHEREFORE, the parties agree as follows:

1. In consideration of the City’s payment to the County in the amount of $972,000, the County shall provide to the City 28 jail beds. The 28 jail beds shall be reserved for those inmates who would not otherwise be lodged in the jail as provided in the Jail Agreement. The County shall continue to operate the jail at the fully budgeted capacity of the jail throughout the duration of this agreement. The number of beds in this paragraph replaces the number of beds originally provided for in the Jail Agreement.

2. The City shall pay $243,000 quarterly in exchange for the services contemplated herein.

3. The Jail Agreement is hereby extended for one additional year, from July 1, 2015 through June 30, 2016.

4. All terms and conditions in the Jail Agreement shall remain in effect unless they are inconsistent with this addendum, in which case this addendum shall prevail.

IN WITNESS WHEREOF the parties have hereto caused this agreement to be executed by their duly authorized officers as of the dates and year entered hereinafter.

CITY OF GRANTS PASS

Aaron K. Cubic, City Manager

Date: 10/23/15

JOSEPHINE COUNTY SHERIFF

Dave Daniel, Sheriff

Date: __________________________

JOSEPHINE COUNTY
BOARD OF COMMISSIONERS

Keith Heck, Chair

Cherryl Walker, Vice Chair

Simon Hare, Commissioner

APPROVED AS TO FORM:

Mark Bartholomew, City Attorney

APPROVED AS TO FORM:

Wally Hicks, County Legal Counsel
This Agreement is made and entered into by and between the State of Oregon, acting by and through its Criminal Justice Commission, hereafter referred to as “CJC”, and Josephine County, by and through its Josephine County Community Corrections, hereinafter referred to as “Grantee”. CJC and Grantee are hereinafter referred to individually without distinction as “Party” and collectively as the “Parties”.

1. Effective Date; Availability of Grant Funds. This Agreement shall become effective on the later of July 1, 2015 or the date when this Agreement is fully executed and approved as required by applicable law. Grant Funds under this Agreement are available for eligible costs incurred beginning on the Project Start Date and ending on the Project End Date. The Project Start Date and the Project End Date are provided in Exhibit A.

2. Agreement Documents. This Agreement consists of this document (without Exhibits) and the following Exhibits, all of which are attached hereto and incorporated herein by reference:

Exhibit A: Project Description and Budget
Exhibit B: Subcontractor Insurance

In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence shall control. Each of the documents comprising this Agreement is listed from highest precedence to lowest precedence: this Agreement without Exhibits; Exhibit A; Exhibit B.

3. Grant Funds. In accordance with the terms and conditions of this Agreement, CJC shall provide Grantee an amount not to exceed $1,069,406 (“Grant Funds”) for eligible costs described in Section 6 hereof.

4. Project. The Grant Funds shall be used solely for the project described in Exhibit A (“Project”) and shall not be used for any other purpose. No Grant Funds will be disbursed for any changes to the Project unless such changes are approved by CJC by amendment pursuant to Section 11.c hereof.

5. Reports. Grantee shall submit the reports required by this Section.

a. Progress Reports. Grantee shall submit a report quarterly on its progress in meeting each of its agreed upon goals and objectives and comprehensive evaluation plan. The report will be in a format and include questions provided by CJC. Each progress report must include data on the extent to which Grantee met its outcome or performance
measures (as proposed in its Application, as defined below, and agreed to by CJC) and achieved the criteria as outlined in OAR 213-060-0060 (including but not limited to reduction of prison utilization) in the quarter just ended, and if Grantee has not fully met its outcome or performance measures or achieved said criteria, a detailed explanation for any shortfall. Reports must be received by CJC no later than the 10th day of each January, April, July and October, commencing January 10, 2016. Grantee must receive prior approval from CJC to extend the due date of a progress report. CJC may adjust this reporting schedule on an as needed-basis upon notice to Grantee as provided in Section 11.f.

The term “Application” means the application of the Grantee dated August 14, 2015, which is on file with CJC. The Grantee agrees to comply with the terms of the Application, to the extent they do not conflict with this Agreement.

6. Disbursement and Recovery of Grant Funds.

a. Disbursement Generally. CJC shall fund eligible costs incurred in carrying out the Project, up to the Grant Funds amount provided in Section 3. Eligible costs are the reasonable and necessary costs incurred by Grantee, or Grantee’s subgrantee, contractor or subcontractor under a sub agreement (as defined in Section 9 of this Agreement), in performance of the Project. No Grant Funds may be used for expenses incurred by Grantee prior to the Project Start Date. CJC will disburse the Grant Funds in two installments, the first no later than February 1, 2016, and the second no later than October 1, 2016.

b. Conditions Precedent to Disbursement. CJC’s obligation to disburse Grant Funds to Grantee is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:

i. CJC has received funding, appropriations, limitations, allotments or other expenditure authority sufficient to allow CJC, in the exercise of its reasonable administrative discretion, to make the disbursement.

ii. The Justice Reinvestment Account ("Account") has received funding, appropriations, limitations, allotments or other expenditure authority sufficient to allow CJC, in the exercise of its reasonable administrative discretion, to make the disbursement from the Account.

iii. Grantee is in compliance with the terms of this Agreement.

iv. Grantee has, to the satisfaction of CJC and the Grant Review Committee, met its outcome or performance measures (as proposed in its Application and
agreed to by CJC) and achieved the criteria as outlined in OAR 213-060-0060, including but not limited to reduction of prison utilization.

iii. Grantee’s representations and warranties set forth in Section 7 hereof are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.

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

7. Representations and Warranties of Grantee. Grantee represents and warrants to CJC as follows:

a. Organization and Authority. Grantee is duly organized and validly existing under the laws of the State of Oregon and is eligible to receive the Grant Funds. Grantee has full power, authority, and legal right to make this Agreement and to incur and perform its obligations hereunder, and the making and performance by Grantee of this Agreement (1) have been duly authorized by all necessary action of Grantee and (2) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of Grantee’s charter and organic documents, if applicable, (3) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Grantee is a party or by which Grantee or any of its properties may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Grantee of this Agreement.

b. Binding Obligation. This Agreement has been duly executed and delivered by Grantee and constitutes a legal, valid and binding obligation of Grantee, enforceable in accordance with its terms, subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors’ rights generally.

c. No Solicitation. Grantee’s officers, employees, and agents shall neither solicit nor accept gratuities, favors, or any item of monetary value from contractors, potential contractors, or parties to subagreements. No State of Oregon employee shall be admitted to any share or part of this Agreement or any benefit arising therefrom.
The warranties set in this Section are in addition to, and not in lieu of, any other warranties set forth in this Agreement or implied by law.

8. Records Maintenance and Access; Audit.

a. Records, Access to Records and Facilities. Grantee shall make and retain proper and complete books of record and account and maintain all fiscal records related to this Agreement and the Project in accordance with all applicable generally accepted accounting principles, generally accepted governmental auditing standards and state minimum standards for audits of municipal corporations. Grantee shall ensure that each of its subgrantees and subcontractors complies with these requirements, as applicable. CJC, the Secretary of State of the State of Oregon ("Secretary") and their duly authorized representatives shall have access to the books, documents, papers and records of Grantee that are directly related to this Agreement, the Grant Funds provided hereunder, or the Project for the purpose of making audits and examinations. In addition, CJC, the Secretary and their duly authorized representatives may make and retain excerpts, copies, and transcriptions of the foregoing books, documents, papers, and records. Grantee shall permit authorized representatives of CJC and the Secretary to perform site reviews of the Project, and to inspect all vehicles, real property, facilities and equipment purchased by Grantee as part of the Project, and any transportation services rendered by Grantee.

b. Retention of Records. Grantee shall retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement, the Grant Funds or the Project for a minimum of six (6) years, or such longer period as may be required by other provisions of this Agreement or applicable law, following the Project End Date. If there are unresolved audit questions at the end of the six-year period, Grantee shall retain the books, documents, papers, and records until the questions are resolved.

c. Expenditure Records. Grantee shall document the expenditure of all Grant Funds disbursed by CJC under this Agreement. Grantee shall create and maintain all expenditure records in accordance with generally accepted accounting principles and in sufficient detail to permit CJC to verify how the moneys were expended.

9. Grantee Sub agreements and Procurements

a. Sub agreements. Grantee may enter into agreements with subgrantees, contractors or subcontractors (collectively, “sub agreements”) for performance of the Project.

i. All sub agreements must be in writing and executed by Grantee and must incorporate and pass through all of the applicable requirements of this Agreement.
to the other party or parties to the sub agreement(s). Use of a sub agreement does not relieve Grantee of its responsibilities under this Agreement.

ii. Grantee agrees to provide CJC with a copy of any signed sub agreement upon request by CJC. Any substantial breach of a term or condition of a sub agreement relating to funds covered by this Agreement must be reported by Grantee to CJC within ten (10) days of its being discovered.

b. Sub agreement indemnity; insurance.

Each sub agreement shall require the other party to such sub agreement, if that party is not a unit of local government as defined in ORS 190.003 or a unit of state government as defined in ORS 174.111, to indemnify, defend, save and hold harmless CJC and its officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys’ fees, arising from a tort, as now or hereafter defined in ORS 30.260, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the other party to Grantee’s sub agreement or any of such party’s officers, employees, agents, subgrantees or subcontractors (“Claims”). It is the specific intention of the Parties that CJC shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of CJC, be indemnified by the other party to Grantee’s sub agreement from and against any and all Claims.

Any such indemnification shall also provide that neither Grantee’s subgrantee(s), contractor(s) nor subcontractor(s), nor any attorney engaged by Grantee’s subgrantee(s), contractor(s) nor subcontractor(s) shall defend any claim in the name of the State or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State may, at any time at its election, assume its own defense and settlement in the event that it determines that Grantee’s subgrantee, subcontractor or contractor is prohibited from defending State, that Grantee’s subgrantee, subcontractor or contractor is not adequately defending State’s interests, that an important governmental principle is at issue, or that it is in the best interests of State to do so. State reserves all rights to pursue claims it may have against Grantee’s subgrantee, subcontractor or contractor if State elects to assume its own defense.

Grantee shall require the other party or parties to each of its subagreements that are not units of local government as defined in ORS 190.003 to obtain and maintain insurance of the types and in the amounts provided in Exhibit B to this Agreement.
c. **Procurements.**

Grantee shall make purchases of any equipment, materials, or services for the Project under procedures that comply with Oregon law, including all applicable provisions of the Oregon Public Contracting Code and rules.

10. **Termination**

a. **Termination by CJC.** CJC may terminate this Agreement effective upon delivery of written notice of termination to Grantee, or at such later date as may be established by CJC in such written notice, if:

i. Grantee fails to perform the Project within the time specified herein or any extension thereof or commencement, continuation or timely completion of the Project by Grantee is, for any reason, rendered improbable, impossible, or illegal; or

ii. Grantee fails to comply with any of the terms of this Agreement or fails to perform any of its obligations under this Agreement, including but not limited to failure to meet, to the satisfaction of CJC, any of its outcome or performance measures (as proposed in its Application and agreed to by CJC) and achieved the criteria as outlined in OAR 213-060-0060, including but not limited to reduction of prison utilization; or

iii. CJC fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow CJC, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement; or

iv. The Justice Reinvestment Account fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow CJC, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement; or

v. Grantor has been notified by the Oregon Legislature or otherwise that the funds in the Account will be reduced for the biennium in which this Agreement becomes effective or for any biennium thereafter;

vi. Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement; or
vii. The Project would not produce results commensurate with the further expenditure of funds.
b. Remedies of CJC. In the event of termination by CJC pursuant to Section 10.a.i. i. or ii. above, CJC may pursue any remedies available under this Agreement and may take whatever other action at law or in equity that may appear to CJC to be necessary or desirable to enforce the performance and observance of any duty, covenant, obligation or agreement of Grantee under this Agreement, including but not limited to the following remedies and actions:

i. Terminating all further disbursements of Grant Funds.

ii. Demanding repayment of all or a portion of the Grant moneys previously disbursed to Grantee and all interest earned by Grantee on those Grant moneys and upon notice to Grantee the same shall become immediately due and payable by Grantee without further notice or demand.

iii. Declaring Grantee ineligible to receive future awards from CJC.

iv. Applying amounts otherwise due to Grantee from the State of Oregon to payment of the amounts due under this Agreement, as provided by Oregon law.

c. Termination by Grantee. Grantee may terminate this Agreement effective upon delivery of written notice of termination to CJC, or at such later date as may be established by Grantee in such written notice, if:

i. The requisite local funding to continue the Project becomes unavailable to Grantee or Grantee is unable to continue implementation of the Project as a result of circumstances that were not reasonably anticipated by Grantee at the time it executed this Agreement and that are beyond Grantee’s reasonable control; or

ii. Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement.

Upon termination of this Agreement by Grantee under this subsection c, CJC may end all further disbursements of Grant Funds, but Grantee shall not be required to repay to CJC any Grant Funds previously disbursed to and expended by Grantee in accordance with the terms and conditions of this Agreement.


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

With respect to a Third Party Claim for which CJC is jointly liable with Grantee (or would be if joined in the Third Party Claim), CJC shall contribute to the amount of expenses (including attorneys’ fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Grantee in such proportion as is appropriate to reflect the relative fault of the CJC on the one hand and of the Grantee on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of CJC on the one hand and of Grantee on the other hand shall be determined by reference to, among other things, the Parties’ relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. CJC’s contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if CJC had sole liability in the proceeding.

With respect to a Third Party Claim for which Grantee is jointly liable with CJC (or would be if joined in the Third Party Claim), Grantee shall contribute to the amount of expenses (including attorneys’ fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by CJC in such proportion as is appropriate to reflect the relative fault of Grantee on the one hand and of CJC on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Grantee on the one hand and of CJC on the other hand shall be determined by reference to, among other things, the Parties’ relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Grantee’s contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.

b. **Dispute Resolution.** The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a
jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.

c. **Amendments; Budget Changes.** This Agreement may be amended or extended only by a written instrument signed by both Parties and approved as required by applicable law. Grantee may propose changes to the Budget in Exhibit A that do not increase the total Budget amount. The proposed changes to the Budget will be effective without a written amendment to this Agreement upon written approval by CJC delivered to Grantee as provided in Section 11.f.

d. **Duplicate Payment.** Grantee is not entitled to compensation or any other form of duplicate, overlapping or multiple payments for the same work performed under this Agreement from any agency of the State of Oregon or the United States of America or any other party, organization or individual.

e. **No Third Party Beneficiaries.** CJC and Grantee are the only Parties to this Agreement and are the only Parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly or indirectly, to a third person unless such a third person is individually identified by name herein and expressly described as an intended beneficiary of the terms of this Agreement.

f. **Notices.** Except as otherwise expressly provided in this Agreement, any communications between the Parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, email, or mailing the same by registered or certified mail, postage prepaid, to Grantee Contact or CJC Contact at the address or number set forth on the signature page of this Agreement, or to such other addresses or numbers as either Party may hereafter indicate pursuant to this Section 11.f. Any communication or notice personally delivered shall be deemed to be given when actually delivered. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine, and to be effective against CJC, such facsimile transmission must be confirmed by telephone notice to CJC Contact. Any communication by email shall be deemed to be given when the recipient of the email acknowledges receipt of the email. The parties also may communicate by telephone, regular mail or other means, but such communications shall not be deemed notices under this Section unless receipt by the other party is expressly acknowledged in writing by the receiving party.

g. **Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between State (or any other agency or department of the State of Oregon) and
Grantee that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County in the State of Oregon. In no event shall this Section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.

h. **Compliance with Law.** Grantee shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to the implementation of the Project. Without limiting the generality of the foregoing, Grantee expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

i. **Insurance; Workers' Compensation.** All employers, including Grantee, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Employer's liability insurance with coverage limits of not less than $500,000 must be included. Grantee shall ensure that each of its subgrantee(s), contractor(s), and subcontractor(s) complies with these requirements.

j. **Independent Contractor.** Grantee shall perform the Project as an independent contractor and not as an agent or employee of CJC. Grantee has no right or authority to incur or create any obligation for or legally bind CJC in any way. CJC cannot and will not control the means or manner by which Grantee performs the Project, except as specifically set forth in this Agreement. Grantee is responsible for determining the appropriate means and manner of performing the Project. Grantee acknowledges and agrees that Grantee is not an “officer”, “employee”, or “agent” of CJC, as those terms are used in ORS 30.265, and shall not make representations to third parties to the contrary.

k. **Severability.** If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.

l. **Counterparts.** This Agreement may be executed in two or more counterparts (by facsimile or otherwise), each of which is an original and all of which together are deemed
one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.

m. **Integration and Waiver.** This Agreement, including all Exhibits, constitutes the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. The delay or failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by that Party of that or any other provision.
Grantee, by the signature below of its authorized representative, hereby acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

**Grantee**

By: ________________________________

Signature of Grantee

Date

_____

Name & Title

_____

Federal Tax ID Number

State Tax ID Number

**Criminal Justice Commission**

By: ________________________________

Michael Schmidt, Executive Director

Date

Approved for Legal Sufficiency

Approved for Legal Sufficiency by AAG Lynn Nagasako by email dated October 15, 2015

Lynn Nagasako

Date

CJC Grant Administrator

Ben Wyatt

885 Summer St. NE

Salem, OR 97301-2524

ben.wyatt@oregon.gov

(503) 378-2655

Grantee Contact

Nate Gaoiran

510 NW 4th St

Grants Pass, Oregon 97526

ngaويران@co.josephine.or.us

541-474-5165 x3713
EXHIBIT A
Project Description and Budget

The goal of the Criminal Justice Commission’s Justice Reinvestment Grant Program is to financially support Oregon localities in fulfilling the requirements of House Bill (HB) 3194 by reducing prison populations and averting future prison construction; reducing recidivism through evidence-based practices and data-driven research; increasing public safety through collaboration; and increasing offender accountability.

The Grant Program requires a data-driven approach that: (1) analyzes criminal justice trends to understand drivers of local prison use; (2) promotes the effective implementation of investments that increase public safety and improve offender accountability; (3) measures the impact of the policy changes and reinvestment resources; and (4) ties results to funding.

This Agreement funds the Josephine County Justice Reinvestment Grant Program.

Project Start Date: July 1, 2015
GRANT #: JR-15-026
PROGRAM CONTACT: Nate Gaoiran
EMAIL: ngaoiran@co.josephine.or.us
TELEPHONE: 541-474-5165 x3713

Project End Date: June 30, 2017
FISCAL CONTACT: Angie Brown
EMAIL: abrown@co.josephine.or.us
TELEPHONE: 541-474-5165 x3727

BUDGET SUMMARY:

<table>
<thead>
<tr>
<th>Program Description</th>
<th>Grant Funds Requested</th>
</tr>
</thead>
<tbody>
<tr>
<td>Program 1: Secure Treatment Jail Beds</td>
<td>$497,800</td>
</tr>
<tr>
<td>Program 2: Drug Court Coordinator</td>
<td>$125,000</td>
</tr>
<tr>
<td>Program 3: Prosecution of Non-person Crimes and Drug Offenders</td>
<td>$200,000</td>
</tr>
<tr>
<td>Program 4: Transitional Housing and Re-entry Support</td>
<td>$105,358</td>
</tr>
<tr>
<td>Program 5: Mental Health Services – Josephine County Jail</td>
<td>$31,000</td>
</tr>
<tr>
<td>10% Victims 1: Women’s Crisis Support Team</td>
<td>$77,174</td>
</tr>
<tr>
<td>10% Victims 2: Illinois Valley Safe House Alliance</td>
<td>$33,074</td>
</tr>
<tr>
<td>Total</td>
<td>$1,069,406</td>
</tr>
</tbody>
</table>
EXHIBIT B

Sub agreement Insurance Requirements

Grantee shall require its first tier contractor(s) that are not units of local government as defined in ORS 190.003, or a unit of state government as defined in ORS 174.111, if any, to: i) obtain insurance specified under TYPES AND AMOUNTS and meeting the requirements under ADDITIONAL INSURED, "TAIL" COVERAGE, and CERTIFICATES OF INSURANCE before the contractors perform under contracts between Grantee and the contractors (the "Subcontracts"), and ii) maintain the insurance in full force throughout the duration of the Subcontracts. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to CJC. Grantee shall not authorize contractors to begin work under the Subcontracts until the insurance is in full force. Thereafter, Grantee shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. Grantee shall incorporate appropriate provisions in the Subcontracts permitting it to enforce contractor compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. Examples of "reasonable steps" include issuing stop work orders (or the equivalent) until the insurance is in full force or terminating the Subcontracts as permitted by the Subcontracts, or pursuing legal action to enforce the insurance requirements. In no event shall Grantee permit a contractor to work under a Subcontract when the Grantee is aware that the contractor is not in compliance with the insurance requirements. As used in this Section, a "first tier" contractor is a contractor with which the Grantee directly enters into a contract. It does not include a subcontractor with which the contractor enters into a contract.

TYPES AND AMOUNTS.

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

ii. PROFESSIONAL LIABILITY

☑ Required by CJC ☐ Not required by CJC.

Professional Liability Insurance covering any damages caused by an error, omission or negligent act related to the services to be provided under the Subcontract, with limits not less than the following, as determined by CJC:
$2,000,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence).

iii. COMMERCIAL GENERAL LIABILITY.

☒ Required by CJC ☐ Not required by CJC.

Commercial General Liability Insurance covering bodily injury, death, and property damage in a form and with coverage’s that are satisfactory to CJC. This insurance shall include personal injury liability, products and completed operations. Coverage shall be written on an occurrence form basis, with not less than the following amounts as determined by CJC:

Bodily Injury, Death and Property Damage:

☒ $1,000,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence).

iv. AUTOMOBILE Liability Insurance: Automobile Liability.

☒ Required by CJC ☐ Not required by CJC.

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

Bodily Injury, Death and Property Damage:

☒ $1,000,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence).

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

"TAIL" COVERAGE. If any of the required insurance policies is on a "claims made" basis, such as professional liability insurance, the contractor shall maintain either “tail” coverage or continuous “claims made” liability coverage, provided the effective date of the continuous “claims made” coverage is on or before the effective date of the Subcontract, for a minimum of 24 months following the later of: (i) the contractor’s completion and Grantee’s acceptance of all Services required under the Subcontract or, (ii) the expiration of all warranty periods provided under the Subcontract. Notwithstanding the foregoing 24-month requirement, if the contractor elects to maintain “tail” coverage and if the maximum time period “tail” coverage reasonably available in the marketplace is less than the 24-month period described above, then the
contractor may request and CJC may grant approval of the maximum “tail” coverage period reasonably available in the marketplace. If CJC approval is granted, the contractor shall maintain “tail” coverage for the maximum time period that “tail” coverage is reasonably available in the marketplace.

CERTIFICATE(S) OF INSURANCE. Grantee shall obtain from the contractor a certificate(s) of insurance for all required insurance before the contractor performs under the Subcontract. The certificate(s) or an attached endorsement must specify: i) all entities and individuals who are endorsed on the policy as Additional Insured and ii) for insurance on a “claims made” basis, the extended reporting period applicable to “tail” or continuous “claims made” coverage.

The Grantee shall immediately notify the CJC of any change in insurance coverage.
BEFORE THE BOARD OF COUNTY COMMISSIONERS FOR
JOSEPHINE COUNTY, STATE OF OREGON

In the Matter of Uniform Procedure for
Setting Fees Charged by County and
Setting a Public Hearing:
Animal Shelter; Assessor; Community Corrections;
District Attorney; Juvenile Justice; Treasurer; Parks

ORDER No. 2015 - 027

WHEREAS, at the May 16, 2000 election, the voters of Josephine County approved County Measure 17.73 (Board of County Commissioners Order 2000-25 dated March 13, 2000) establishing a uniform procedure for setting fees charged by Josephine County in compliance with the Josephine County Charter; and

WHEREAS, said procedure requires that the Board of Commissioners set a time and place for a hearing to allow public comment prior to the establishment or increase of any fee charged by Josephine County for any product, service, license or permit, except where provided by federal or state law, rule, or regulation; now, therefore,

IT IS HEREBY ORDERED as follows:

1) A public hearing shall be held on Tuesday, November 24, 2015 at the hour of 1:30 p.m. in the Anne Basker Auditorium, Courthouse Annex, in Grants Pass, Oregon.

2) Notice of said hearing shall be published two times in the Grants Pass Daily Courier not less than three days, nor more than 30 days, prior to the date set for hearing.

3) At the time set for public hearing the Board of Commissioners will allow public comment, both in favor of and in opposition to fee proposals for the following county programs:
   a) Animal Shelter (Exhibit “A” attached hereto);
   b) Assessor (Exhibit “B” attached hereto);
   c) Community Corrections (Exhibit “C” attached hereto);
   d) District Attorney (Exhibit “D” attached hereto);
   e) Juvenile Justice (Exhibit “E” attached hereto);
   f) Treasurer (Exhibit “F” attached hereto)
   g) Parks (Exhibit “G” attached hereto)

4) The cost of the proposed fees shall be calculated to cover the cost of providing the products, services, and administration of any program directly related to such fees.

5) No fee established or increased hereunder shall be effective until 30 days following adoption by order of the Board of County Commissioners.

DATED this 28th day of October 2015

JOSEPHINE COUNTY BOARD OF COMMISSIONERS

______________________________
K. O. Heck, Chair

______________________________
Cherryl Walker, Vice Chair

______________________________
Simon G. Hare, Commissioner
<table>
<thead>
<tr>
<th>Fee Description</th>
<th>Current Fee</th>
<th>Cost of Service</th>
<th>Proposed Fee</th>
<th>Current Revenue</th>
<th>Estimated New Revenue</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>LICENSE FEES</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Regular Canine</td>
<td>$40</td>
<td></td>
<td>SAME</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Altered Canine</td>
<td>$20</td>
<td></td>
<td>SAME</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Transfer / Replacement Tag</td>
<td>$15</td>
<td></td>
<td>$5</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Late Fee (less than 30 days past due)</td>
<td>$25</td>
<td></td>
<td>SAME</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Kennel License</td>
<td>$200 + $8 per license</td>
<td></td>
<td>SAME</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>SHELTER FEES</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Impound Fee Dogs / Cats at shelter</td>
<td>$45</td>
<td></td>
<td>SAME</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Impounded from field</td>
<td>$60</td>
<td></td>
<td>SAME</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Impound Fee Farm Animals</td>
<td>$75</td>
<td></td>
<td>SAME</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Dog Impound Fee: 2nd occurrence</td>
<td>$200</td>
<td></td>
<td>SAME</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Boarding Fee per Day – Dogs &amp; Cats</td>
<td>$30</td>
<td></td>
<td>SAME</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Boarding Fee – Farm Animals</td>
<td>$50</td>
<td></td>
<td>SAME</td>
<td></td>
<td></td>
</tr>
<tr>
<td>License Deposit – Unlicensed &amp; Unaltered</td>
<td>$40</td>
<td></td>
<td>0</td>
<td></td>
<td></td>
</tr>
<tr>
<td>License Deposit – Unlicensed &amp; Altered</td>
<td>$20</td>
<td></td>
<td>0</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Feral Cat Intake</td>
<td>$5</td>
<td></td>
<td>0</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Litter of Kittens Intake Fee (Less than 8 weeks)</td>
<td>NEW</td>
<td></td>
<td>$15</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Dog Trap Rental ($125 deposit)</td>
<td>$15 / week</td>
<td></td>
<td>SAME</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cat Trap Rental ($35 deposit)</td>
<td>$15 / week</td>
<td></td>
<td>SAME</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Surrender of Dogs</td>
<td>$50</td>
<td></td>
<td>SAME</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Surrender of Cats</td>
<td>$5</td>
<td></td>
<td>$15</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Owner requested euthanasia service (animal 50lbs or less)</td>
<td>$45</td>
<td></td>
<td>0</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Owner requested euthanasia service (animal over 50lbs)</td>
<td>$65</td>
<td></td>
<td>0</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>ADOPTION FEES</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Dog (animal up to 7 years old) includes 1st dog license</td>
<td>$125</td>
<td></td>
<td>SAME</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Elderly Dog (animal over 7 years old) includes 1st dog license</td>
<td>NEW</td>
<td></td>
<td>$50</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cat</td>
<td>$50</td>
<td></td>
<td>SAME</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Elderly Cat</td>
<td>$25</td>
<td></td>
<td>SAME</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Pet to Vet Canine Adoption*</td>
<td>NEW</td>
<td></td>
<td>$62.50</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Pet to Vet Cat Adoption</td>
<td>NEW</td>
<td></td>
<td>$25</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Veterans get 50% off regular adoption fees.**

*Includes 1st dog license
## Josephine County Public Health

### Summary of Fee Increases

<table>
<thead>
<tr>
<th>Notes:</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. REPLACEMENT TAG: A replacement tag does not cost $15, so a lower fee seems reasonable.</td>
</tr>
<tr>
<td>2. LICENSE DEPOSITS: No longer have a voucher policy. People either license or they don't. The rest of the public does not get a price break on having to adhere to the law.</td>
</tr>
<tr>
<td>3. FERAL INTAKE: Don't want to discourage people from bringing them in.</td>
</tr>
<tr>
<td>4. LITTER OF KITTENS INTAKE: Flat fee instead of $15 per cat. Again to encourage bringing them in and not abandoning them.</td>
</tr>
<tr>
<td>5. SURRENDER OF CATS: Helps cover (but not fully) the cost of spay/neuter &amp; vaccines for cats that come in without records.</td>
</tr>
</tbody>
</table>
| 6. OWNER REQUESTED EUTHANASIA: We should not be competing with local veterinarians for this service.  
   Once an animal is surrendered to the Shelter it is our decision to adopt back out if appropriate. |
| 7. NEW ADOPTION FEES: This formalizes informal policy that has been in place to get potentially less desirable animals adopted and make it easier for Veterans to have a pet. |

$39,000 Budgeted Revenue for Shelter - Charges for Services

$539,000 2015-16 3-Yr Local Option Levy
## Summary of Fee Increases

**Community Corrections**

<table>
<thead>
<tr>
<th>Fee Description</th>
<th>Current Fee</th>
<th>Cost of Service</th>
<th>Proposed Fee</th>
<th>Current Revenue</th>
<th>Estimated New Revenue</th>
</tr>
</thead>
<tbody>
<tr>
<td>Supervision Fees</td>
<td>$35.00 per month</td>
<td>$1,183,800.00</td>
<td>$40 per month</td>
<td>$142,651 per year</td>
<td>$178,31 per year</td>
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<tr>
<td>Home Detention (HD)</td>
<td>$15.00 per day</td>
<td>$85,890.00</td>
<td>$20.00 per day</td>
<td>$45,630 per year</td>
<td>$114,07 per year</td>
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<tr>
<td>HD reschedule fee</td>
<td>none</td>
<td>$500.00</td>
<td>$25 per reschedule</td>
<td>0</td>
<td>$500 per year</td>
</tr>
</tbody>
</table>
## Summary of Fee Increases
District Attorney's Office

<table>
<thead>
<tr>
<th>Fee Description</th>
<th>Current Fee</th>
<th>Current Cost of Service</th>
<th>Proposed Fee</th>
<th>Proposed Service Fee</th>
<th>Current Revenue</th>
<th>Estimated New Revenue</th>
</tr>
</thead>
<tbody>
<tr>
<td>Discovery Fee Schedule:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Felony Cases</td>
<td>$20.00</td>
<td>$20.00</td>
<td></td>
<td></td>
<td>$120,000.00</td>
<td>$120,000.00</td>
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<tr>
<td>Misdemeanor Cases</td>
<td>$15.00</td>
<td>$15.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cases over 100 pages</td>
<td>$50.00</td>
<td>$50.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Homicide &amp; Complex Cases</td>
<td>$250.00</td>
<td>$250.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>DVD's</td>
<td>$25.00</td>
<td>$25.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>CD's</td>
<td>$15.00</td>
<td>$15.00</td>
<td></td>
<td></td>
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<td></td>
</tr>
<tr>
<td>Flash Drives (+ cost of drive)</td>
<td>$20.00</td>
<td>$20.00</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Audio Cassette Tapes</td>
<td>$10.00</td>
<td>$10.00</td>
<td></td>
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<tr>
<td>VHS Tapes</td>
<td>$20.00</td>
<td>$20.00</td>
<td></td>
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<tr>
<td>Printed photos on photo paper, per sheet</td>
<td>$5.00</td>
<td>$5.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Color copies, per sheet</td>
<td>$2.50</td>
<td>$2.50</td>
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</tr>
</tbody>
</table>

* Discovery fees are in line with other DA's Offices across the State. Flat rate discovery fees rather than per page fees save staff time and ultimately save the defendant/attorney money on discovery of larger case files. Discovery fees have been in effect for decades but have not been in the County Fee Schedule.*
Summary of Fee Increases
Juvenile Justice

<table>
<thead>
<tr>
<th>Fee Description</th>
<th>Current Fee</th>
<th>Cost of Service</th>
<th>Proposed Fee</th>
<th>Current Revenue</th>
<th>Estimated New Revenue</th>
</tr>
</thead>
<tbody>
<tr>
<td>Monthly Probation Fee</td>
<td>$10.00</td>
<td></td>
<td>$20.00</td>
<td>$300.00</td>
<td>$600.00</td>
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<tr>
<td>FAA Fee</td>
<td>$0.00</td>
<td></td>
<td>$10.00</td>
<td>$0.00</td>
<td>$150.00</td>
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</table>
### Summary of Fee Increases

<table>
<thead>
<tr>
<th>Fee Description</th>
<th>Current Fee</th>
<th>Cost of Service</th>
<th>Proposed Fee</th>
<th>Current Revenue</th>
<th>Estimated New Revenue</th>
</tr>
</thead>
<tbody>
<tr>
<td>Returned Check Fee</td>
<td>$25.00</td>
<td>$39.26</td>
<td>$35.00</td>
<td>$1,200.00</td>
<td>$1,680.00</td>
</tr>
</tbody>
</table>

30.701 Actions against maker of dishonored check; statutory damages and attorney fees; handling fee.
(5) If a check is dishonored, the payee may collect from the maker a fee not to exceed $35.

### Bank Charges

<table>
<thead>
<tr>
<th>Description</th>
<th>Fee</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Original Deposit</td>
<td>0.14</td>
<td>50 to 60 NSF checks processed annually</td>
</tr>
<tr>
<td>Returned Deposited Items</td>
<td>3.00</td>
<td>Currently</td>
</tr>
<tr>
<td>Returned Item Maintenance</td>
<td>7.00</td>
<td>30 Tax</td>
</tr>
<tr>
<td>Redeposited Returned Item</td>
<td>2.50</td>
<td>18 Other Depts</td>
</tr>
<tr>
<td>Return Item Image Viewed</td>
<td>1.00</td>
<td></td>
</tr>
<tr>
<td>Return Item Image Advice Viewed</td>
<td>1.00</td>
<td></td>
</tr>
<tr>
<td>Office Cost</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1/2 hour Depty TR III</td>
<td>17.66</td>
<td></td>
</tr>
<tr>
<td>1/4 hour Acct Splst</td>
<td>6.96</td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>39.26</strong></td>
<td></td>
</tr>
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</table>
Summary of Fee Increases
Parks Department

<table>
<thead>
<tr>
<th>Fee Description</th>
<th>Current Fee</th>
<th>Cost of Service</th>
<th>Proposed Fee</th>
<th>Current Revenue</th>
<th>Estimated New Revenue</th>
</tr>
</thead>
<tbody>
<tr>
<td>Citation Dismissal Fee</td>
<td>$ -</td>
<td></td>
<td>$ 30.00</td>
<td></td>
<td>$ 14,610.00</td>
</tr>
<tr>
<td>Ennis Riffle Camping</td>
<td>$ 7.00 (per vehicle)</td>
<td></td>
<td>$ 10.00 (per vehicle)</td>
<td>$ 5,367.00</td>
<td>$ 6,860.00</td>
</tr>
<tr>
<td>Yurt Camping Reservations</td>
<td>$ 30.00</td>
<td></td>
<td>$ 40.00</td>
<td></td>
<td>$ 42,570.00</td>
</tr>
<tr>
<td>Group Campsites</td>
<td>$ 32.00 (up to 12 ppl)</td>
<td>$ 40.00 (up to 12 ppl)</td>
<td>$ 4,745.00</td>
<td></td>
<td>$ 5,680.00</td>
</tr>
</tbody>
</table>

Note: Yurt and Groupsite camping revenue is based on sites reserved. Revenue does not include walk in campers.

### Fee Breakdown

<table>
<thead>
<tr>
<th>Fee Description</th>
<th>Office Time</th>
<th>Field Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Staff Time</td>
<td>$10.00 - $15.00</td>
<td>$96.00</td>
</tr>
<tr>
<td>2. Postage</td>
<td>$0.74</td>
<td></td>
</tr>
<tr>
<td>3. Paper</td>
<td>$6.40</td>
<td></td>
</tr>
<tr>
<td>4. Garbage Removal</td>
<td>$44.00</td>
<td></td>
</tr>
<tr>
<td>5. BOM</td>
<td>$1.60</td>
<td></td>
</tr>
<tr>
<td>6. ISF</td>
<td>$1.77</td>
<td></td>
</tr>
<tr>
<td>7. Electricity</td>
<td>$ .40 - 1.00</td>
<td>$1.00</td>
</tr>
<tr>
<td>8. Irrigation</td>
<td>$1.82 - 2.30</td>
<td></td>
</tr>
<tr>
<td>9. Envelopes</td>
<td>$1.66 - 1.10</td>
<td></td>
</tr>
<tr>
<td>10. Service Maintenance</td>
<td>$6.97 - 9.00</td>
<td></td>
</tr>
</tbody>
</table>

Total: $170.06 - $178.91

### COMPARISON FEES

<table>
<thead>
<tr>
<th>Fee Description</th>
<th>Yurt</th>
<th>Group Camps</th>
<th>Willow Lake</th>
<th>Lilly Glenn Campground</th>
<th>Group camp A</th>
<th>Group camp B</th>
<th>Emmigrant Lake</th>
<th>Cantrell Buckley</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$35.00</td>
<td>$175.00</td>
<td>$150.00</td>
<td>$100.00</td>
<td>$175.00</td>
<td>$65.00</td>
<td></td>
<td></td>
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</table>

### Double Count

<table>
<thead>
<tr>
<th>Fee Description</th>
<th>Yurt</th>
<th>Group Camps</th>
<th>Whistlers Bend</th>
<th>Sm Group Camp</th>
<th>Lg Group Camp</th>
<th>Stanton</th>
<th>Sm Group Camp</th>
<th>Lg Group Camp</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$35.00</td>
<td>$175.00</td>
<td>$100.00</td>
<td>$50.00</td>
<td>$100.00</td>
<td>$70.00</td>
<td>$250.00</td>
<td>$40.00</td>
</tr>
</tbody>
</table>

| Group Camp      | $71.00 | $175.00 | $100.00 | $50.00 | $100.00 | $70.00 | $250.00 | $40.00 |

---

C:\Users\wguinn\AppData\Local\Microsoft\Windows\Temporary Internet Files\Content.Outlook\4GBUMJKParks 201610/23/201511:47 AM
### Summary of Fee Increases
#### Parks Department

#### 2015 Citation Summary

<table>
<thead>
<tr>
<th>Description</th>
<th>Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td>Number of &quot;ADUP&quot; (Annual Pass)</td>
<td>487</td>
</tr>
<tr>
<td>Number of &quot;COURT&quot;</td>
<td>38</td>
</tr>
<tr>
<td>Number of &quot;VOID&quot;</td>
<td>52</td>
</tr>
<tr>
<td>Total Citations Written</td>
<td>577</td>
</tr>
<tr>
<td>Estimated value per &quot;ADUP&quot;**</td>
<td>$14,610</td>
</tr>
<tr>
<td>Estimated value per &quot;COURT&quot;**</td>
<td>$1,140</td>
</tr>
<tr>
<td>Estimated value per &quot;VOID&quot;**</td>
<td>$1,560</td>
</tr>
<tr>
<td>Estimated total citation value*</td>
<td>$17,310</td>
</tr>
</tbody>
</table>

* All values estimated at $30 per instance

#### 2015 Citations by Park

<table>
<thead>
<tr>
<th>Park</th>
<th>Citations</th>
</tr>
</thead>
<tbody>
<tr>
<td>ALMEDA</td>
<td>4</td>
</tr>
<tr>
<td>CHINOOK</td>
<td>49</td>
</tr>
<tr>
<td>ENNIS RIFFLE</td>
<td>9</td>
</tr>
<tr>
<td>FERRY HOLE</td>
<td>5</td>
</tr>
<tr>
<td>FISH HATCHERY</td>
<td>150</td>
</tr>
<tr>
<td>GALICE</td>
<td>11</td>
</tr>
<tr>
<td>GRIFFIN</td>
<td>44</td>
</tr>
<tr>
<td>INDIAN MARY</td>
<td>0</td>
</tr>
<tr>
<td>LAKE SELMAC</td>
<td>21</td>
</tr>
<tr>
<td>LATHROP</td>
<td>30</td>
</tr>
<tr>
<td>PIERCE RIFFLE</td>
<td>24</td>
</tr>
<tr>
<td>ROBERTSON BRIDGE</td>
<td>58</td>
</tr>
<tr>
<td>SCHROEDER</td>
<td>50</td>
</tr>
<tr>
<td>TOM PEARCE</td>
<td>10</td>
</tr>
<tr>
<td>TURTLE LANE</td>
<td>108</td>
</tr>
<tr>
<td>UNKNOWN</td>
<td>3</td>
</tr>
<tr>
<td>WHITEHORSE</td>
<td>1</td>
</tr>
<tr>
<td>WOLF CREEK</td>
<td>0</td>
</tr>
<tr>
<td>TOTAL</td>
<td>577</td>
</tr>
</tbody>
</table>
Josephine County Board of Commissioners

AGENDA REQUEST FOR BOARD OF COMMISSIONERS

Agenda Requests are due by NOON on Monday of the week scheduled for Administration Workshop
Requests received after that time will be placed on the Administration Workshop agenda for the following week
If sending documents electronically – send to both
wquinn@co.josephine.or.us and lmcelmurry@co.josephine.or.us

REVISED APRIL 2015

<table>
<thead>
<tr>
<th>Date Submitted to BCC</th>
<th>10.14.15</th>
</tr>
</thead>
<tbody>
<tr>
<td>Administration Workshop Meeting Date (Thursday)</td>
<td>10.22.15</td>
</tr>
<tr>
<td>WBS Meeting Date (Wednesday) Note: Second Wednesday of the month is evening session</td>
<td>10.28.15</td>
</tr>
</tbody>
</table>

**AGENDA TITLE: ***MUST COMPLETE THIS SECTION*** (Please provide a clearly written title sufficient to describe the item on the Weekly Business Agenda: Resolutions or Orders use full title, Contracts or IGAs state who it is between and service being provided, and Amendments who it is between and original IGA/Contract #. See full examples on page 2)

Provider Contract between Public Health and Siskiyou Community Health Center to provide School Based Health Center services from July 1, 2015 through June 30, 2017.

<table>
<thead>
<tr>
<th>Department/Contact Person (Include Title and Ext. #)</th>
<th>Rebecca Robinson ext. 5328</th>
</tr>
</thead>
<tbody>
<tr>
<td>Presenter (Include Name and Title)</td>
<td>Diane L. Hoover, Administrator</td>
</tr>
<tr>
<td>Background information</td>
<td>State IGA 148015, Program Element #44 provides funding for school based health care services. This Provider Contract provides Siskiyou Community Health Center funding to provide these services.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Action you are requesting from the Board</th>
<th>Sign page 10 of both original documents</th>
</tr>
</thead>
<tbody>
<tr>
<td>Reviewed by Finance Director (If yes, Finance's signature required)</td>
<td>no</td>
</tr>
<tr>
<td>Reviewed by Legal Counsel (If yes, Legal's signature required)</td>
<td>yes</td>
</tr>
<tr>
<td>Reviewed by Information Technology (If yes, IT's signature required)</td>
<td>no</td>
</tr>
<tr>
<td>Total Revenue, Cost, or Pass-Thru Funds to the County</td>
<td>Pass through funds of $143,100.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Notes or Special Instructions to BCC Staff</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Title of Document(s) Submitted</td>
<td></td>
</tr>
<tr>
<td>All exhibits must be clearly marked</td>
<td></td>
</tr>
<tr>
<td>Number of original documents submitted</td>
<td></td>
</tr>
<tr>
<td>Are all signatures on the documents? Y/N or BCC only</td>
<td>Y</td>
</tr>
<tr>
<td>Are additional signatures needed? Y/N</td>
<td>N</td>
</tr>
<tr>
<td>Will a state or federal agency be signing the document? Y/N</td>
<td>N</td>
</tr>
<tr>
<td>Will additional signatures be received electronically? Y/N</td>
<td>N</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Document Distribution: Board staff is required to submit one fully executed document with original Board signatures for recording in the Board’s Journal in the County Clerk’s Office unless otherwise specified under Notes or Special Instructions to BCC Staff.</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>All Signatures</strong>: If all signatures are obtained, one fully executed original document will be filed in the Board’s Journal in the County Clerk’s Office and all other originals will be returned to the contact person. If only one original was submitted, an electronic copy will be returned to the contact person.</td>
</tr>
<tr>
<td><strong>Additional Signatures Needed on Original Documents</strong>: Board staff will retain one document with original Board signatures and return the additional originals to the contact person to obtain the remaining signature(s). Upon department receipt of the fully executed</td>
</tr>
</tbody>
</table>

| State of Oregon Intergovernmental Office Space Lease Amendment | |
|-------------------------------------------------------------|---|---|---|---|---|
| 2 | Y | N | N | N |
PROVIDER CONTRACT
JOSEPHINE COUNTY

THIS CONTRACT is made by and between JOSEPHINE COUNTY PUBLIC HEALTH DEPARTMENT, hereinafter referred to as "County", and SISKIYOU COMMUNITY HEALTH CENTER, INC., an Oregon nonprofit corporation, hereinafter referred to as "Provider."

WHEREAS the Oregon Health Authority has entered into an Intergovernmental Agreement with Josephine County for the financing of Public Health Services by Agreement Number 148015 commencing July 1, 2015;

WHEREAS County desires to contract with Provider for the provision of services in accordance with the terms and conditions of Intergovernmental Agreement Number 148015;

NOW, THEREFORE, in consideration of the terms and conditions contained herein, it is mutually agreed as follows:

1. TERM: This Contract shall commence on July 1, 2015 and shall continue until June 30, 2016 unless terminated or amended as provided herein.

2. COMPLIANCE WITH INTERGOVERNMENTAL AGREEMENT: Provider shall comply with all applicable provisions of that certain 2015-2017 Intergovernmental Agreement for the Financing of Public Health Services (the "Intergovernmental Agreement"), Agreement No. 148015, between the Oregon Health Authority ("OHA") and Josephine County ("County").

3. DEFINITIONS: As used in this Contract, the following words and phrases shall mean as follows:

3.1 "County" means Josephine County, its officers, agents, and employees, by and through its Health Department and its officers, agents, and employees.

3.2 "Intergovernmental Agreement" means that certain 2015-2017 Intergovernmental Agreement for the Financing of Public Health Services (the "Intergovernmental Agreement"), Agreement No. 148015, between the Oregon Health Authority ("OHA") and Josephine County ("County"), as it may be amended from time to time. A copy of the Intergovernmental Agreement is available upon request from Contractor.

3.3 "OHA" means the Oregon Health Authority of the State of Oregon.

3.4 "Provider" means Siskiyou Community Health Center, Inc., its officers, agents, and employees.

3.5 "Services" means those public health programs and services to be performed by Provider as described in Exhibit A, attached hereto and incorporated herein.

4. SERVICES: Provider shall provide those Services for eligible clients as described in the Service Description attached hereto as Exhibit A and incorporated herein.

4.1 Criminal Background Checks: Provider shall ensure that criminal background checks have been duly performed of all employees who will render Services under this Contract, and shall retain information on the results of such background checks in accordance with the Records Retention provisions of this Contract.

4.2 Licenses: Provider and its agents, employees, and subcontractors who perform Services under this Contract shall hold all licenses, certificates, authorizations, and other 1 - Provider Contract
approvals required by applicable law to deliver Services, and shall maintain such licenses and certificates in good standing for the duration of this Contract. Provider shall provide County with copies of licenses and certificates upon request.

5. **MONITORING:** County shall monitor Provider’s delivery of Services and promptly report to OHA when County identifies a major deficiency in Provider’s delivery of a Service or in Provider’s compliance with this Contract. County shall promptly take all necessary action to remedy any identified deficiency. County shall also monitor the fiscal performance of each Provider and shall take all lawful management and legal action necessary to pursue this responsibility. In the event of a major deficiency in Provider’s delivery of Services or in Provider’s compliance with this Contract, nothing in this Contract shall limit or qualify any right or authority of OHA under state or federal law to take action directly against Provider.

6. **RECORDS MAINTENANCE, ACCESS, AND CONFIDENTIALITY:**

6.1 **Access to Records and Facilities:** The County, OHA, the Secretary of State’s Office of the State of Oregon, the Federal Government, and their duly authorized representatives shall have access to the books, documents, papers and records of Provider that are directly related to this Contract, the funds paid to Provider herein, or any Service delivered hereunder for the purpose of making audits, examinations, excerpts, copies and transcriptions. Provider shall permit authorized representatives of County and OHA to perform site reviews of all Services delivered by Provider pursuant to this Contract.

6.2 **Retention of Records:** Provider shall retain and keep accessible all books, documents, papers, and records that are directly related to this Contract, the funds paid to Provider, any Service delivered under this Contract, or any subcontracts for Services for a minimum of three (3) years or such longer period as may be required by other provisions of this Contract or applicable law following the termination of this Contract. If there are unresolved audit or other questions at the end of the three-year period, Provider shall retain the records until the questions are resolved.

6.3 **Expenditure Records:** Provider shall establish such fiscal control and fund accounting procedures as are necessary to ensure proper expenditure of and accounting for the funds paid to Provider under this Contract. In particular, but without limiting the generality of the foregoing, Provider shall (i) establish separate accounts for each type of service for which Provider is paid under this Contract and (ii) document expenditures of funds paid to Provider under this Contract for employee compensation in accordance with 2 CFR Subtitle B with guidance at 2 CFR Part 200 and, when required by LPHA, utilize time/activity studies in accounting for expenditures of funds paid to Provider under this Contract for employee compensation. Provider shall maintain accurate property records of non-expendable property, acquired with Federal Funds, in accordance with 2 CFR Part 200.

6.4 **Confidentiality:** Provider shall maintain the confidentiality of client records as required by applicable state and federal law, including as applicable: ORS 433.045, 433.075, 433.008, 433.017, 433.092, 433.096, 433.098 and 42 CFR Part 2. Provider shall create and maintain written policies and procedures related to the disclosure of client information, and shall make such policies and procedures available to County and OHA for review and inspection as reasonably requested.

   **A. HIPAA:** Provider shall ensure that clients’ privacy is protected and that confidential records are secure from unauthorized disclosure consistent with the confidentiality requirements of 45 CFR parts 160 and 164, and consistent with other State or Federal regulations governing privacy and confidentiality of mental
6.5 Alternative Formats of Written Materials: In connection with the delivery of services, Provider shall:

A. Make available to a Client, without charge to the Client, upon the Client's, the County's or OHA's request, any and all written materials in alternate, if appropriate, formats as required by OHA's administrative rules or by OHA's written policies made available to Provider.

B. Make available to a Client, without charge to the Client, upon the Client's, County's or OHA's request, any and all written materials in the prevalent non-English languages in the area served by Provider.

C. Make available to a Client, without charge to the Client, upon the Client's, County's or OHA's request, oral interpretation services in all non-English languages in the area served by Provider.

D. Make available to a Client with hearing impairments, without charge to the Client, upon the Client's, County's or OHA's request, sign language interpretation services and telephone communications access services.

For purposes of the foregoing, “written materials” includes, without limitation, all work product and contracts related to this Contract.

7. INDEPENDENT CONTRACTOR: Provider is an independent contractor and not an agent of the State of Oregon, the Oregon Health Authority, or County. Provider shall be responsible for payment of all Social Security, and Federal and State taxes on any wages paid to Provider's employees.

8. PAYMENT:

8.1 County shall pay Provider the sum of Eleven Thousand, Nine Hundred and Twenty-Five Dollars ($11,925) per month for Services provided under this Contract. Adjustments may be made upon receipt of Amendments to the Intergovernmental Agreement and after receipt of final financial statements from OHA as necessary.

8.2 The total amount paid to Provider under this contract is One Hundred Forty-Three Thousand, One Hundred Dollars ($143,100).

8.3 Payments shall be made according to the Financial Procedures Manual of OHA. County may suspend or withhold payments if Provider fails to comply with requirements of this Contract. Payments to Provider pursuant to this Contract shall be only for Services provided in accordance with the provisions of the Services Description and the Intergovernmental Agreement.

8.4 Notwithstanding any other payment provision of this Contract, the failure of Provider to submit required reports when due, or to perform or document the performance of contracted Services, may result in the withholding of payments by County. County shall notify OHA when such payments are withheld.

8.5 Limitations: County shall not be liable for any expenditure without statutory appropriations pursuant to ORS 294.305 et seq. (Local Budget Law). County shall not be indebted or liable for any obligation created by this Contract in violation of the debt

3 – Provider Contract
limitation of Article XI, Section 10 of the Oregon Constitution.

9. EXPENDITURE OF FUNDS: Provider may expend the funds paid to Provider under this Contract solely on the delivery of Services, subject to the following limitations (in addition to any other restrictions or limitations imposed by this Contract):

9.1 Provider may not expend on the delivery of Services any funds paid to Provider under this Contract in excess of the amount reasonable and necessary to provide quality delivery of Services.

9.2 If this Contract requires Provider to deliver more than one service, Provider may not expend funds paid to Provider under this Contract for a particular service on the delivery of any other service.

9.3 Provider may expend funds paid to Provider under this Contract only in accordance with federal 2 CFR Subtitle B with guidance at 2 CFR Part 200 as those regulations are applicable to define allowable costs.

10. SUBCONTRACTORS: Provider may subcontract with other licensed service providers for the delivery of Services. Provider shall include sections 1 through 12 of Exhibit H to the Intergovernmental Agreement in all permitted subcontracts under this Contract. Provider shall provide County with a copy of all subcontracts.

11. INDEMNIFICATION:

11.1 To the extent permitted by applicable law, Provider shall defend (in the case of the state of Oregon and the Oregon Health Authority, subject to ORS Chapter 180), save and hold harmless the State of Oregon, the Oregon Health Authority, County, and their officers, employees, and agents from and against any and all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever resulting from, arising out of, or relating to the operations of Provider, including but not limited to the activities of Provider or its officers, employees, subcontractors or agents under this Contract.

Provider shall indemnify, defend, save and hold harmless the County, the State of Oregon, and their officers, employees and agents ("Indemnitees") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys' fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Provider or any of the officers, agents, employees or subcontractors of the contractor ( "Claims"). It is the specific intention of the parties that the Indemnitees shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitees, be indemnified by the Provider from and against any and all Claims.

11.2 To the extent permitted by Article XI, Section 7 of the Oregon Constitution and by the Oregon Tort Claims Act, County shall indemnify Provider against liability for damage to persons and property arising from County's negligence, wrongful acts, or omissions under this Contract.

11.3 Tort Claims: Provider and its subcontractors, employees, and agents are performing the services under this Contract as Independent Contractors, and not as officers, employees, or agents of the State as those terms are used in ORS 30.265. Provider shall not be deemed an agent of County under the Oregon Tort Claims Act.

12. INSURANCE:

4 – Provider Contract
12.1 **Types and Amounts of Insurance:** Before performing any Services under this Contract, Provider shall obtain and maintain in full force throughout the duration of this Contract the following insurance:

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

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

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

<table>
<thead>
<tr>
<th>Not-to-exceed amount under this Contract:</th>
<th>Required Insurance Amount:</th>
</tr>
</thead>
<tbody>
<tr>
<td>$0 - $1,000,000.</td>
<td>$1,000,000.</td>
</tr>
<tr>
<td>$1,000,001. - $2,000,000.</td>
<td>$2,000,000.</td>
</tr>
<tr>
<td>$2,000,001. - $3,000,000.</td>
<td>$3,000,000.</td>
</tr>
<tr>
<td>In excess of $3,000,001.</td>
<td>$4,000,000.</td>
</tr>
</tbody>
</table>

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

**Bodily Injury, Death and Property Damage:** Per occurrence for all claimants for claims arising out of a single accident or occurrence:

<table>
<thead>
<tr>
<th>Not-to-exceed amount under this Contract:</th>
<th>Required Insurance Amount:</th>
</tr>
</thead>
<tbody>
<tr>
<td>$0 - $1,000,000.</td>
<td>$1,000,000.</td>
</tr>
<tr>
<td>$1,000,001. - $2,000,000.</td>
<td>$2,000,000.</td>
</tr>
<tr>
<td>$2,000,001. - $3,000,000.</td>
<td>$3,000,000.</td>
</tr>
<tr>
<td>In excess of $3,000,001.</td>
<td>$4,000,000.</td>
</tr>
</tbody>
</table>

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

**Bodily Injury, Death and Property Damage:** Per occurrence for all claimants for claims arising out of a single accident or occurrence:

<table>
<thead>
<tr>
<th>Not-to-exceed amount under this Contract:</th>
<th>Required Insurance Amount:</th>
</tr>
</thead>
<tbody>
<tr>
<td>$0 - $1,000,000.</td>
<td>$1,000,000.</td>
</tr>
<tr>
<td>$1,000,001. - $2,000,000.</td>
<td>$2,000,000.</td>
</tr>
</tbody>
</table>
12.2 Additional Insured: The Commercial General Liability insurance and Automobile Liability insurance must include the State of Oregon, its officers, employees and agents as Additional Insureds, but only with respect to Provider's activities to be performed under this Contract. Coverage must be primary and non-contributory with any other insurance and self-insurance.

12.3 "Tail" Coverage: If any of the required insurance policies is on a "claims made" basis, such as professional liability insurance, Provider shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of this Contract, for a minimum of 24 months following the later of: (i) Provider's completion and County's acceptance of all Services required under this Contract, or (ii) The expiration of all warranty periods provided under this Contract. Notwithstanding the foregoing 24-month requirement, if Provider elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the 24-month period described above, then Provider may request and OHA may grant approval of the maximum "tail" coverage period reasonably available in the marketplace. If OHA approval is granted, Provider shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.

12.4 Notice of Cancellation or Change: Provider or its insurer must provide 30 days' written notice to County before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverages.

12.5 Certificates of Insurance: Provider shall provide County with certificates of insurance for all required insurance before Provider performs any Services under this Contract. The certificates or an attached endorsement must specify: i) All entities and individuals who are endorsed on the policy as Additional Insured, and ii) For insurance on a "claims made" basis, the extended reporting period applicable to "tail" or continuous "claims made" coverage.

12.6 Insurance Companies: The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to OHA.

12.7 Monitoring and Enforcement: Provider shall not begin work under this Contract until the required insurance is in full force. County shall monitor continued compliance with the insurance requirements on an annual or more frequent basis, and shall take all reasonable steps to enforce such compliance. Examples of "reasonable steps" include issuing stop work orders (or the equivalent) until the insurance is in full force or terminating this Contract, or pursuing legal action to enforce the insurance requirements. In no event shall County permit a Provider to work under a Provider Contract when the County is aware that the Provider is not in compliance with the insurance requirements.

13. TERMINATION:

13.1 No Cause: This Contract may be terminated by mutual consent of both parties, or by either party upon thirty (30) calendar days' written notice. Termination under this section shall not affect the rights of the parties existing at the time of termination, and, if Provider is not in default, Provider shall be paid for all services performed prior to the date of
For Cause: County may terminate this Contract, in whole or in part, effective upon delivery of written notice to Provider or at such later date as may be established by County, under any of the following conditions:

A. If funding to the County from the State is not obtained or is not continued at levels sufficient to pay for services authorized by this Contract;

B. If federal or state laws, statues, rules or regulations are modified, changed, or interpreted in such a manner that the services are no longer allowable or appropriate under this Contract;

C. If any license or certification required by law or regulation to be held by Provider to provide the services under this Contract is for any reason denied, revoked, suspended, or not renewed;

D. If Provider fails to provide the services required under this Contract, and after receipt of written notice from County, fails to correct such failure within ten (10) calendar days or such other period as County may require. Written notice shall specify the nature of the breach with reasonable particularity.

Major Breach: Notwithstanding any subsection above, either party may declare a default immediately upon the occurrence of a major breach by the other party. A major breach is one that substantially impairs the contractual relationship of the parties to provide the services pursuant to this Contract, and includes, but is not limited to:

A. Acts or omissions that jeopardize or endanger the health, safety, or security of any persons;

B. Misuse of funds;

C. Intentional falsification of records;

D. Malfeasance by either party’s officers, employees, or agents;

E. Intentional refusal to comply with the provisions of this Contract; or

F. A pattern of continual minor breaches.

In the event of default, before either party may bring an action in any court concerning this Contract, such party may resolve the issue through negotiations or through other non-binding alternative dispute resolution. Pending final resolution of a dispute, or pending termination of this Contract, the parties shall proceed diligently with the performance of the services under this Contract unless otherwise notified in writing.

If a default occurs and it is not resolved by alternative dispute resolution as above, the party injured by the default may elect to terminate this Contract and pursue any equitable or legal rights and remedies available under Oregon law. Any litigation arising out of this Contract shall be conducted in the Circuit Court of the State of Oregon for Josephine County.

The rights and remedies of the parties provided herein are not exclusive and are in addition to any other rights and remedies provided by law.
13.7 Upon receiving a notice of termination, Provider shall immediately cease all activities under this Contract, unless expressly directed otherwise by County in the notice of termination. Further, upon termination, Provider shall deliver to County all documents, reports, records and other property as required in this Contract.

13.8 **Liability of County:** The County's liability for monetary damages for breach of this Contract shall, in the aggregate, be limited to the amount of funds paid under this Contract. In no event shall the County be liable to Provider for any indirect, special or consequential damages, notwithstanding any notice of the possibility of such damages.

14. **OWNERSHIP OF INTELLECTUAL PROPERTY:** Provider shall execute such further documents and instruments as the State may reasonably request in order to make any grant of license or assignment of ownership that may be required by federal or state law.

15. **COMPLIANCE WITH LAW:** Provider shall comply with all state and local laws, regulations, executive orders and ordinances applicable to this Contract or to the delivery of services hereunder. Without limiting the generality of the foregoing, Provider expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable to this Contract: a) All applicable requirements of state civil rights and rehabilitation statutes, rules, and regulations; b) All state laws governing operation of public health programs, including without limitation all administrative rules adopted by OHA related to public health programs; c) All state laws requiring reporting of Client abuse; d) ORS 659A.400 to 659A.409, ORS 659A.145, and all regulations and administrative rules established pursuant to those laws in the construction, remodeling, maintenance and operation of any structures and facilities, and in the conduct of all programs, services, and training associated with the delivery of Services under this Contract. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to this Contract and required by law to be so incorporated.

15.1 All employers, including Provider, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126.

15.2 In addition, Provider shall comply, as if it were County thereunder, with the federal requirements set forth in Exhibit G to that certain 2015-2017 Intergovernmental Agreement for the Financing of Public Health Services between County and OHA, Agreement No. 148015, which Exhibit is incorporated herein by this reference. For purposes of this Contract, all references in this Contract to federal and state laws are references to federal and state laws as they may be amended from time to time.

15.3 **Nondiscrimination:** No person shall be denied services or be discriminated against on the basis of race, color, religion, national origin, sex, or duration of residence. No person shall be denied services or be discriminated against on the basis of handicap, diagnostic category, or age.

16. **GOVERNING LAW, VENUE, CONSENT TO JURISDICTION:** This Contract shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding that arises from or relates to this Contract shall be brought and conducted solely and exclusively within the Circuit Court of Josephine County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. Provider, by execution of this Agreement, hereby consents to the in personam jurisdiction of said courts.
17. GRIEVANCE PROCEDURE: If Provider employs fifteen (15) or more employees to deliver the Services under this Contract, Provider shall establish and comply with employee grievance procedures. In accordance with 45 CFR 84.7, the employee grievance procedures must provide for resolution of allegations of discrimination in accordance with applicable state and federal laws. The employee grievance procedures must also include “due process” standards, which, at a minimum, shall include:

A. An established process and time frame for filing an employee grievance;

B. An established hearing and appeal process;

C. A requirement for maintaining adequate records and employee confidence;

D. A description of the options available to employees for resolving disputes.

Provider shall ensure that its employees and governing board members are familiar with the civil rights compliance responsibilities that apply to Provider and are aware of the means by which employees may make use of the employee grievance procedures. Provider may satisfy these requirements for ensuring that employees are aware of the means for making use of the employee grievance procedures by including a section in the Provider employee manual that describes the Provider employee grievance procedures, by publishing other materials designed for this purpose, or by presenting information on the employee grievance procedures at periodic intervals in staff and board meetings.

18. WAIVER: The failure of either party to enforce any provision of this Contract shall not constitute a waiver by that party of that or any other provision. No covenant, term or condition of this Contract shall be deemed to have been waived by either party, unless the waiver is in writing, and executed by the party against whom the waiver is asserted.

19. SEVERABILITY: If any provision of this Contract is found by a Court of competent jurisdiction to be invalid or unenforceable in any respect for any reason, the validity and enforceability of the remaining provisions of this Contract shall not be impaired.

20. FURTHER ASSURANCES: The parties agree to promptly execute and deliver any such further documents and instruments and to perform any such further acts as may be required to carry out the intent and purpose of this Contract.

21. NOTICES: Any notice under this Contract shall be deemed to have been duly served if in writing, contained in a sealed envelope, and personally delivered or sent by first class mail as follows:

21.1 To County: Diane Hoover, Director, Josephine County Public Health, 715 NW Dimmick Street, Grants Pass, OR 97526 (541) 474-5334

21.1 To Provider: Kurt Higuera, CEO, Siskiyou Community Health Center, Inc., 1701 NW Hawthorne Ave, Grants Pass, OR, 97526, (541) 471-3455

Any such notice shall be deemed conclusively to have been delivered to the addressee three (3) days after deposit in the U.S. Mail.

22. ASSIGNMENT: Provider shall not assign, transfer, or subcontract any interest in this Contract without the County's prior written consent. The provisions of this Contract shall be binding upon and shall inure to the benefit of any successors and permitted assigns.
23. **NO THIRD PARTY BENEFICIARY:** The County and Provider are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.

24. **CONTRACT ADMINISTRATOR:** The Public Health Director of Josephine County or designee shall be the administrator of this Contract, and shall be the coordinating authority for Services contracted under this Contract.

25. **AMENDMENT:** This Contract shall not be waived, altered, modified, supplemented, or amended in any manner without a duly executed Amendment. Any amendments to this Contract shall be effective only when reduced to writing and signed by both parties as below.

26. **INTEGRATION OF INTERGOVERNMENTAL AGREEMENT:** This Contract shall be subject to all terms and conditions of Intergovernmental Agreement Number 148105. In the event that any term or provision of this Contract conflicts with the Intergovernmental Agreement, the applicable terms of the Intergovernmental Agreement shall control. The terms of the Intergovernmental Agreement are available for review upon request, and are incorporated herein by this reference.

27. **ENTIRE CONTRACT:** This Contract and the attached Exhibit “A” constitutes the entire agreement between the parties with respect to grant funds through the Intergovernmental Agreement. There are no promises, agreements, conditions or understandings, either oral or written, between the parties other than those set forth in this Contract. This Contract supersedes and cancels any prior written or verbal agreement between the parties for similar services.

**PROVIDER:**

SISKIYOU COMMUNITY HEALTH CENTER, INC.

By: [Signature]

**COUNTY:**

JOSEPHINE COUNTY

BOARD OF COUNTY COMMISSIONERS

By: [Signature] K. O. Heck, Chair

Cherryl Walker, Vice Chair

By: [Signature] Simon G. Hare, Commissioner

By: [Signature] Diane Hoover, Public Health Director

Approved as to form: [Signature] Leah C. Harper

County Legal Counsel

Date: 10/09/2015

Fed ID # 93 0628804

10 – Provider Contract
Program Element #44: School Based Health Centers (SBHC)

1. School-Based Health Center ("SBHC") Services.
   a. Definitions.

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

   b. Procedural and Operational Requirements.

   i. The funds provided under this Agreement for SBHC Services shall only be used to support activities related to planning, oversight, maintenance, administration, operation, and delivery of services within one or more SBHC as required by OHA's SBHC funding formula.

   ii. All SBHC Services must be delivered in accordance with OAR 333-028-0220, a copy of which or accessible on the Internet at:

   [Copy and paste this link into your browser's address bar]

   http://arcweb.sos.state.or.us/pages/rules/oars_300/oar_333/333_028.html

   The 2014 Standards for Certification for SBHC includes administrative, operations and reporting guidance, and minimum standards and/or requirements in the areas of: Certification Process, Sponsoring Agency/Facility, Operations/Staffing, Laboratory/Diagnostic Services, Comprehensive Services, Data Collection/Reporting, and Billing. A copy of the Standards for Certification is available from OHA or accessible on the Internet at:

   [Copy and paste this link into your browser's address bar]


   iii. LPHA must provide the oversight and technical assistance so that each SBHC in its jurisdiction meets Certification Requirements as set forth in OAR 333-028-0220.

   iv. LPHA shall assure to OHA that all certification documentation and subsequent follow-up items are completed by the requested date(s) in accordance with the OHA's certification review cycle as set forth in OAR 333-028-0230.

   c. Reporting Obligations and Periodic Reporting Requirements. In addition to the reporting requirements set forth in Section 8 of Exhibit E of this Agreement, LPHA shall assure that all SBHC's in its county jurisdiction:

   i. Submit client encounter data in a form acceptable to OHA and in accordance with the 2014 Standards for Certification at two times during the year, no later than
January 31 for the previous calendar year (July 1 – Dec 31) and no later than July 15th for the preceding service year (July 1 –June 30), and

ii. Submit annual SBHC Key Performance Measure (KPM) data in a form acceptable to OHA and in accordance with the 2014 Standards for Certification no later than October 1st for the preceding service year (July 1 –June 30). The current list of KPMs can be found at:

[Copy and paste this link into your browser’s address bar]

http://public.health.oregon.gov/HealthyPeopleFamilies/Youth/HealthSchool/SchoolBasedHealthCenters/Documents/KPM.pdf

iii. Submit annual SBHC financial data via the Program’s online Operational Profile in the form acceptable to OHA no later than October 1st for the preceding service year (July 1-June 30).

iv. Submit annual SBHC hours of operation and staffing via the Program’s online Operational Profile in the form acceptable to OHA no later than October 1st for the current service year.

v. Submit completed annual patient satisfaction survey data no later than June 1st.

vi. Complete the triennial School-Based Health Alliance SBHC Census Survey. Current SBHC Census Survey timeline and details can be found at http://www.sbh4all.org/.

2. SBHC Planning Grants (for specific LPHAs in 2015-2017)

a. This section is applicable only to LPHAs that have received a Planning Grant from the Oregon Health Authority. LPHAs will be notified if the 2015 Legislature approves and appropriates funds for SBHC Planning Grants or if the SBHC State Program Office has other funds available for SBHC development.

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

i. Phase I (October 1,2015– June 30, 2016) Strategic Planning

(A) LPHA shall create and implement a collaborative strategic plan in partnership with community agencies in order to develop, implement, and maintain SBHC services to serve school-age children. This plan must have the SBHC sites open, operational and ready for certification by Spring 2017. SBHC certification standards are available from OHA or by using the weblink provided in Section 1.a.ii above.
(B) LPHA shall participate in monthly technical assistance calls at times mutually agreed to between OHA SBHC Program and LPHA Phase I Planning grantees. In addition each SBHC site may have at least one technical assistance visit by an OHA SBHC Program staff member.

(C) By July 1, 2016, the LPHA shall submit a final report and line item expenditure report briefly describing its activities and progress to date on the development of SBHC services together with a copy of its strategic plan and proposed implementation budget for Phase II.

ii. Phase II (July 1, 2016-June 30, 2017) Strategic Planning

(A) LPHA shall implement the approved Phase I SBHC strategic plan and have the planned SBHC services operational and ready for certification by Spring 2017. Sites must become certified by June 30, 2017 to be eligible to receive SBHC awards in accordance with the approved funding formula in effect, provided certification standards are maintained and contingent on legislatively adopted budgets. SBHC certification standards are available at:


(B) LPHA shall participate in monthly technical assistance calls at times mutually agreed to between OHA SBHC Program and LPHA Phase II Planning grantees. In addition, each SBHC site may have at least one technical assistance visit by an OHA SBHC Program staff member.

iii. Advance Phase (October 1, 2015 - June 30, 2016 or July 1, 2016 – June 30, 2017) Strategic Planning

(A) LPHA shall create and implement a collaborative strategic plan in partnership with community agencies in order to develop, implement, and maintain SBHC Services to serve school-age children. This plan’s target must have the SBHC sites operational and ready for certification by Spring 2016 or Spring 2017. SBHC certification standards are available at:


(B) LPHA shall participate in monthly technical assistance calls at times mutually agreed to between the Authority SBHC Program and Advance Phase Planning grantee. In addition, each SBHC site may have at least one technical assistance visit by an OHASBHC Program staff member.

(C) LPHA must become certified in by June 30, 2016 or June 30, 2017 to be eligible to receive SBHC awards in accordance with the approved funding formula in effect, provided certification standards are maintained and contingent upon legislatively approved budgets. SBHC certification standards are available at:
SBHC Mental Health Expansion Grants (July 1, 2015 – June 30, 2017)

a. This section is applicable only to LPHAs that have received a Mental Health Expansion Grant from the Oregon Health Authority. LPHAs will be notified if the 2015 Legislature approves and appropriates funds for SBHC Mental Health Expansion Grants.

b. Funds provided under this Agreement shall be used to support mental health capacity within the school-based health center system by:

i. adding mental health staff or expanding current mental health staff hours, with the ability to collect and report on mental health encounter visits and/or

ii. supporting mental health projects (as defined by grant proposal) within the school-based health center system.

c. LPHA shall provide services that are culturally and linguistically appropriate to their target population.

d. LPHA shall track data related to mental health encounters as outlined in the SBHC Certification standards. SBHC Certification standards are available at:


e. LPHA shall collect data as part of an evaluation for their support project in collaboration with the SPO.

f. LPHA shall participate in monthly check-in meetings (via phone or email) with the SPO and submit 3 mid-project reports and a final project report, due December 15, 2015, June 15, 2016, December 15, 2016, and June 15, 2017, respectively.