

POLK COUNTY BOARD OF COMMISSIONERS

DATE: January 31, 2024
TIME: 9:00 a.m.
PLACE: Polk County Courthouse, Dallas, Oregon

THE LOCATION OF THIS MEETING IS ADA ACCESSIBLE. PLEASE ADVISE THE BOARD OF COMMISSIONERS AT (503-623-8173), AT LEAST 24 HOURS IN ADVANCE, OF ANY SPECIAL ACCOMMODATIONS NEEDED TO ATTEND OR TO PARTICIPATE IN THE MEETING VIRTUALLY.

PAGE: **AGENDA ITEMS**

1. CALL TO ORDER AND NOTE OF ATTENDANCE
2. ANNOUNCEMENTS
 - (a) Regular meetings of the Board of Commissioners are held on Tuesday and Wednesday each week. Each meeting is held in the Courthouse Conference Room, 850 Main Street, Dallas, Oregon. Each meeting begins at 9:00 a.m. and is conducted according to a prepared agenda that lists the principal subjects anticipated to be considered. Pursuant to ORS 192.640, the Board may consider and take action on subjects that are not listed on the agenda. The Board also holds a department staff meeting at 9:00am on every Monday in the Commissioners Conference Room at 850 Main Street, Dallas, Oregon.
 - (b) The Polk County Board of Commissioners will be attending the Polk County Local Public Safety Coordinating Council meeting on February 5, 2024 at 12:00 p.m., located at 850 Main St., Dallas, OR 97338.
 - (c) The Compensation Committee will be meeting on February 6, 2024 at 9:30 am, in the main conference room in the Polk County Courthouse located at 850 Main Street., Dallas, OR 97338.
 - (d) The Homeless Prevention Advisory Council (AKA P.A.T.H.S) will be meeting on February 14, 2024 from 12:00 pm to 2:00 pm located at 1407 Monmouth Independence Hwy, Monmouth, Oregon 97361.
3. COMMENTS (for items not on this agenda and limited to 3 minutes)
4. APPROVAL OF AGENDA
5. APPROVAL OF THE MINUTES FROM January 24, 2024
6. APPROVAL OF CONSENT CALENDAR
7. PRESENTATION OF THE 6/30/2023 POLK COUNTY AUDIT – Brad Bingenheimer & Kathy Wilson from SingerLewak
8. POLK COUNTY BEHAVIORAL HEALTH UPDATE – Noelle Carroll
9. POLK COUNTY PUBLIC HEALTH UPDATE – Naomi Biggs

CONSENT CALENDAR

- (a) MWACT Appointment Letter of Support for Chris Patoine.
(Board of Commissioners)
- (b) Polk County Contract No. 24-18, Sable House
(Jodi Merritt, Community Corrections)
- (c) Polk County Right of Way Dedication, Babbitt
(Todd Whitaker, Public Works Director)
- (d) Polk County Contract No. 24-19 (Amendment 5 to 23-109), Oregon Health Authority
(Rosana Warren, Public Health)

THE BOARD OF COMMISSIONERS WILL MEET IN EXECUTIVE SESSION PURSUANT TO ORS 192.660.

ADJOURNMENT

POLK COUNTY BOARD OF COMMISSIONERS
MINUTES January 24, 2024

1. CALL TO ORDER & ATTENDANCE

At 9:00 a.m., Commissioner Pope declared the meeting of the Polk County Board of Commissioners to be in session. Commissioner Mordhorst and Commissioner Gordon were present.

Staff present: Greg Hansen, Administrative Officer
Morgan Smith, County Counsel
Matt Hawkins, Administrative Services Director

2. ANNOUNCEMENTS

Regular meetings of the Board of Commissioners are held on Tuesday and Wednesday each week. Each meeting is held in the Courthouse Conference Room, 850 Main Street, Dallas, Oregon. Each meeting begins at 9:00 a.m. and is conducted according to a prepared agenda that lists the principle subjects anticipated to be considered. Pursuant to ORS 192.640, The Board may consider and take action on subjects that are not listed on the agenda. The Board also holds a department staff meeting at 9:00 a.m. on every Monday in the Commissioners Conference Room at 850 Main Street, Dallas, Oregon.

The Polk County Board of Commissioners will be attending the Polk County Local Public Safety Coordinating Council meeting on February 5, 2024 at 12:00 p.m., located at 850 Main St., Dallas, OR 97338.

3. COMMENTS

Mandy Strauss wanted to ask the Commissioners questions in regards to the low barrier housing that is being proposed here in Dallas. Mrs. Strauss stated that she does agree that people should have shelter, food and all the basic needs that are required to live. Mrs. Strauss then started to provide some background information on her family and them fostering children. Mrs. Strauss stated that she wanted to hear from the Commissioners if what is being said is true or not. Commissioner Pope stated that she is welcome to make an appointment with the Commissioners to come and talk with them one on one because this is not a public hearing. Commissioner Gordon provided a comment to her statements and welcomed her to make an appointment with him at any time.

4. APPROVAL OF AGENDA

MOTION: COMMISSIONER MORDHORST MOVED, COMMISSIONER GORDON SECONDED, TO APPROVE THE AGENDA.

MOTION PASSED BY UNANIMOUS VOTE OF THE BOARD.

5. APPROVAL OF MINUTES OF BOARD MEETING OF January 17, 2024

MOTION: COMMISSIONER GORDON MOVED, COMMISSIONER MORDHORST SECONDED, TO APPROVE THE MINUTES OF January 17, 2024.

MOTION PASSED BY UNANIMOUS VOTE OF THE BOARD.

6. APPROVAL OF CONSENT CALENDAR

MOTION: COMMISSIONER MORDHORST MOVED, COMMISSIONER GORDON SECONDED, TO APPROVE THE CONSENT CALENDAR.

MOTION PASSED BY UNANIMOUS VOTE OF THE BOARD.

7. PROPERTY TAX VETERAN EXEMPTION

Commissioner Pope stated that he wanted to welcome Valerie Patoine, Polk County Assessor, up to speak first to allow her to introduce the topic in which Mr. Ekstrand is here to speak on. Mrs. Patoine read aloud a prepared statement to the Board, present staff and to the public. Next, Commissioner Pope invited Bram Ekstrand, Property Tax Administrator to offer his rebuttal to Mrs. Patoine's statement. Mr. Ekstrand introduced his colleague, Seiji Shiratori, Policy Director in the Property Tax Division, and they both went over a PowerPoint presentation that they prepared for the Board of Commissioners and for the public. Their presentation went over Assessed Value Exemptions, the timeline for the recent change in veterans exemptions, information on OAR 150-307-0032 and Mr. Shiratori gave a summary and explanation of Article XI from the Oregon Constitution. Commissioner Pope asked who requested the guidance in 2019 and Mr. Ekstrand answered his question. Commissioner Pope asked if they can acknowledge that their process has been the same for the last 26 years and Mr. Eckstrand stated that yes, they can acknowledge that. Commissioner Pope asked them where the direction came from to change their process and Mr. Ekstrand answered his question. Commissioner Pope stated that they need to get a stay on this action until they can get a legislative fix and that there are multiple county assessors who agree with what Mrs. Patoine stated previously. Commissioner Pope also shared his frustrations with this process change and not being able to see the record on how this happened. Mr. Ekstrand responded to his statement. Mr. Ekstrand stated that he would be happy to look over Mrs. Patoine's statement and answer her questions. Commissioner Mordhorst shared his frustrations with the process change and the timeline in which these changes have been made. Mr. Ekstrand responded to his statement. Commissioner Gordon thanked them for both being here and wanted to echo Commissioner Pope's statement on the qualifier.

8. VETERAN SERVICE OFFICE GRANT UPDATE

Eric Enderle, VSO Manager, and Brent DeMoe, FCO Director, came before the Board of Commissioners to talk to them about a new Veterans Services Grant. Mr. Enderle went over what this grant is for and how the funds will be used. He is asking for the Board to approve and sign this grant. Brent DeMoe, FCO Director, explained what Gale's Lodge is and provided a brief background history on it. Commissioner Pope stated that he couldn't be more thrilled with the work that they are doing with and for our veterans and he is very proud and very happy with the Gale's Lodge project. Commissioner Gordon stated that he also supports everything that they do and also asked them to provide some information on the wraparound programs that are available to veterans who are using Gale's Lodge. Mr. Enderle answered his question. Mr. Enderle provided some information on the different ages of veterans who have used Gale's Lodge as well. Commissioner Mordhorst stated that looking at Gale's Lodge it just exemplifies what Polk County is all about and he wanted to recognize Eric and all of their staff for everything that they have done and everything that they continue to do.

SIGNING AND APPROVING THE GRANT WAS APPROVED BY CONSENSUS OF THE BOARD.

9. POLK COUNTY ORDINANCE NO. 24-01

Greg Hansen, Administrative Officer, is recommending that the Board of Commissioners sign and adopt Polk County Ordinance No. 24-01. Mr. Hansen provided background information on the order and stated that this was to memorialize Polk County Resolution No. 16-03. Mr. Hansen stated that he can answer any questions that the Commissioners may have. The Commissioners did not have any questions.

MOTION: COMMISSIONER MORDHORST MOVED, COMMISSIONER GORDON SECONDED, TO APPROVE THE CONSENT CALENDAR.

MOTION PASSED BY VOTE OF THE QUORUM. COMMISSIONER GORDON CHOSE TO ABSTAIN.

The following items were approved by Motion under **5. APPROVAL OF CONSENT CALENDAR:**

- a) Polk County Contract. No. 23-13, Employment Agreement
(Greg Hansen, Administrative Officer)
- b) Polk County Contract No. 24-14, State of Oregon – Dept. of Corrections
(Jodi Merritt, Community Corrections)
- c) Polk County Contract No. 24-15, City of Salem
(Austin McGuigan, Community Development Director)
- d) Polk County Right of Way Dedication, McAllister
(Todd Whitaker, Public Works Director)

There no need for an executive session and Commissioner Pope adjourned the meeting at 9:46 a.m.

POLK COUNTY BOARD OF COMMISSIONERS

Craig Pope, Chair

Jeremy Gordon, Commissioner

Lyle Mordhorst, Commissioner

Health Services

Department Update Jan 2024

Public Health

THE WORK AHEAD

Public Health Modernization Plan:

[ORS 431.413](#) statutorily requires each LPHA to have a Public Health Modernization Plan by end of 2025, for applying the [foundational capabilities \(ORS 431.131\)](#) and implementing the [foundational programs \(ORS 431.141\)](#). PCPH will be mapping out this project for 2024-2025, incorporating opportunities for BOC input.

Of note:

- Governing bodies of LPHA (BOC) must review and make recommendations about the local public health modernization plans.
- OHA is responsible for approving local modernization plans.

CHA/CHIP: The Marion-Polk Collaborative has kicked off the 2024 Marion-Polk Community Health Assessment (CHA). This included the [website](#) launch, which will be a landing page for CHA work. The 2024 CHA will inform the 2025 CHIP.

Polk County Public Health Strategic Plan 2024-2027: The internal facing [strategic plan](#) developed by PH Division staff over the last 15 months has been launched. The one-pager document is available on the PH website.

FORECASTED GROWTH/ FUNDING

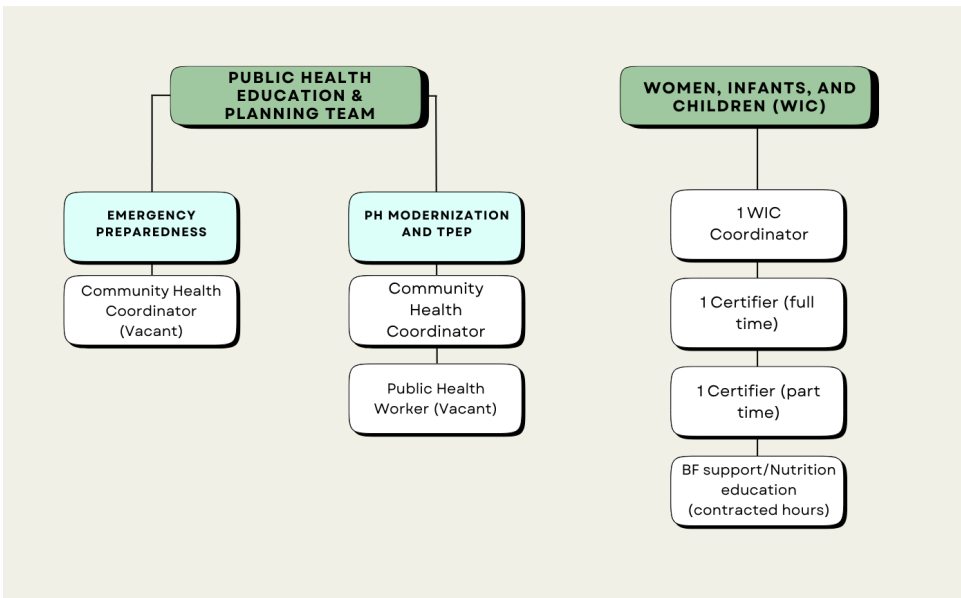
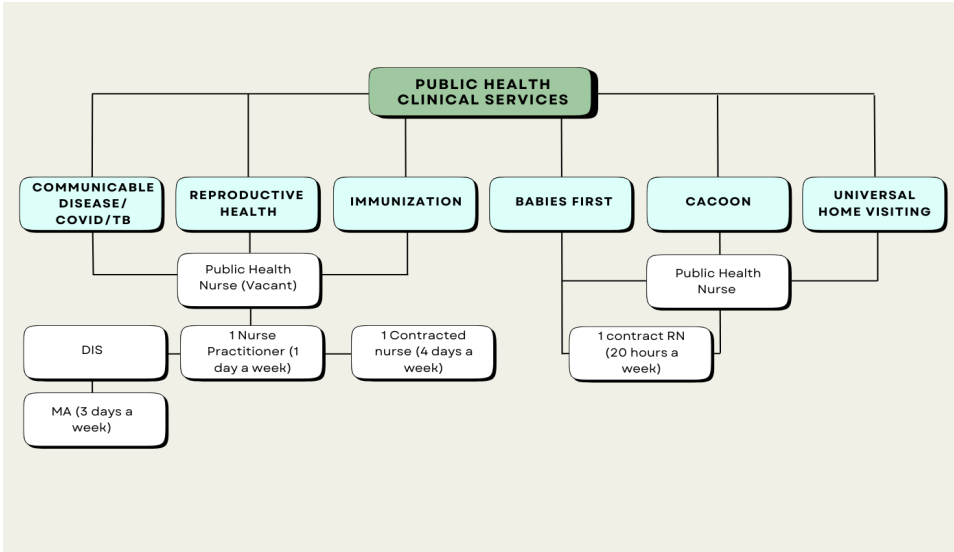
Modernization (PE 51): We submitted and were approved for a local public health modernization work plan. Our local plan requires a number of deliverables including:

- Local or regional All-Hazards Preparedness Plan with community partners
- Local or regional Climate Adaptation Plan
- Local or regional health equity assessment and plan every 5 years

COVID-19 funding (PE 01-10): Funds to support planning and response to COVID-19 pandemic extended to June 30, 2025. We are incorporating our COVID-19 work into the Communicable Diseases bucket, to ensure a smooth transition once the funds are no longer available.

CCO QIM funds/ PH allocation: Last year we received QIM funding through Willamette Health Council to support the launch and sustaining of the Family Connects program. We will be receiving this year's allocation soon to continue this work.

PROGRAMMING UPDATES



WIC: Newly recruited WIC coordinator has taken over program operation leadership. Monmouth WIC office space is moving to the new FCO building, 3 days per week. More than half of our WIC clients live in the 97361 (Monmouth) and 97351 (Independence) zip codes.

Vital Records: PH has taken over leadership of the program, with support of HS OS staff. PH Administrator is now the Polk County Vital Records Registrar.

Public Health Modernization: A Public Health Education and Planning team was established in 2022 to take on non-clinical work pertaining to PH Modernization implementation, with direct oversight of PH Administrator. This includes work related to foundational capabilities such as communication, health equity, assessment & epidemiology, emergency preparedness and community partnership development.

STAFFING SUCCESS

Public Health Nurse Supervisor: Emily Brateng is off to a great start, with the advantage of having been with us as the CD/TB nurse for 3 years.

Home visiting nurses: In 2023, we were successful in recruiting 1 part time home visiting nurse, and one contract nurse. Babies First! and CaCoon programs have now been restarted since its closure in May 2021, and we are planning to launch Family Connects in 2024.

WIC coordinator: After a decade of no turnover, WIC coordinator retired in 2023. The WIC team had some unforeseen challenges in early 2023 which led to a cut in program funding. With the new vibrant coordinator, Jayna Wiley, and the move to a welcoming FCO building space, we foresee improvement in our number of participants, and getting back on track. The coordinator is also doing her training to have a dual role (coordinator and certifier), which will help us with staff coverage and reduce our need to reschedule clients.

STAFFING CONCERNS:

Positions needed to return to baseline staffing levels

- Community Health Coordinator: Denyse Santos (Emergency Preparedness) and Laura Moran (Health Equity/Outreach/CHIP) left in 2023. We will be opening the positions soon.
- Public Health Worker: We will be opening a PHW position to join the home visiting programs, as the workload increases with the launch of Family Connects.
- PH Nurse (CD/TB): Emily Brateng was promoted to Nurse Supervisor. We will open this position soon, and we expect some challenges to fill it, based on past experiences with nurse recruitment.



POLK COUNTY

POLK COUNTY COURTHOUSE * DALLAS, OREGON 97338-3177
(503) 623-8173 * FAX (503) 623-0896

BOARD OF COMMISSIONERS

Commissioners

CRAIG A. POPE

JEREMY GORDON

LYLER MORDHORST

GREGORY P. HANSEN

Administrative Officer

January 31, 2022

Ken Woods, Chair
Mid-Willamette Valley Area
Commission on Transportation

Mr. Woods,

This letter is to inform you that the Polk County Board of Commissioners recommends that Chris Patoine represent the private sector on the Mid-Willamette Valley Area Commission on Transportation. Mr. Patoine has kindly agreed to serve if appointed.

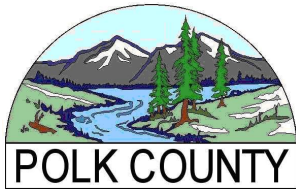
Sincerely,

Polk County Board of Commissioners

Craig Pope, Chair

Lyle Mordhorst, Commissioner

Jeremy Gordon, Commissioner



Contract Review Sheet

Staff Contact: _____ Department: _____

Title: _____ Consent Calendar Date: _____

Contractor Name: _____

Address: _____

City, State, Zip: _____

Effective Dates - From: _____ Thru: _____

Contract Amount: \$ _____

Source Selection:

Sole Source

Personal Services

Competitive Quotes

Special/Exempt Procurement (explain below):

Formal Bid

Request for Proposals

Background/Discussion:

Fiscal Impact:

Recommendation:

Copies of signed contract should be sent to the following:

Name: _____ E-mail: _____

Name: _____ E-mail: _____

Name: _____ E-mail: _____

CONTRACT & AGREEMENT SUMMARY

DEPARTMENT: POLK COUNTY COMMUNITY CORRECTIONS

CONTACT PERSON: Jodi Merritt, Community Corrections Director

DATE ISSUED: December 5, 2023

CONTRACTOR: Sable House
PO BOX 783
Dallas, OR 97338
pamela@sablehouse.org

SS#/I.D.#: 93-1122800

SERVICES PROVIDED: Provide funding for a half-time Case Manager

EFFECTIVE DATES: **From:** July 1, 2023 **Through:** June 30, 2025

BUDGET LINE NUMBER(S): 100-8510-457-CC17

DOLLAR AMOUNT: Not to Exceed \$45,000.00 for Biennium

Terms (monthly/hourly): Rates per Exhibit A

ADDITIONAL COMMENTS AND/OR INFORMATION:

NOTIFY ACCOUNTING MANAGER IMMEDIATELY OF ANY CONTRACT TERMINATION

(Do Not Write Below This Line)

FOLLOW-UP CHECKLIST

<u> </u> Fiscal approval	Date <u> </u>
<u> </u> Contractor signed	Date <u> </u>
<u> </u> Contract signed by BOC	Date <u> </u>
<u> </u> Copies distributed	Date <u> </u>

AGREEMENT

This Agreement is made and entered into by and between

POLK COUNTY, a political subdivision of the State of Oregon

EBI Policy # AB 1537

POLK COUNTY COURTHOUSE

DALLAS, OR 97338

hereinafter referred to as "County" and

Sable House

SSN#/ID#: 93-1122800

PO BOX 783

Dallas OR 97338

hereinafter referred to as "Contractor"; and,

WHEREAS, County is authorized to obtain, by contract, the services necessary to conduct its operation; and

WHEREAS, Contractor has available, or can obtain, the necessary licenses or certificates required for the performance of said services;

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

**SECTION I - DECLARATION OF SERVICES RENDERED
AS AN INDEPENDENT CONTRACTOR**

- A. The County is desirous of securing the services of the Contractor to perform services more specifically outlined in Exhibit A, based on Contractor's specialty and capacity, and Polk County Community Corrections needs and capacity.
- B. The Contractor shall provide authorized services to Polk County referrals at Contractor's facilities.
- C. Services shall be provided in accordance with the document entitled Exhibit A: Scope of Work, which is attached and by reference herein, made an integral part of this Agreement

SECTION II - CONSIDERATION

- A. As consideration for the services provided by the Contractor as during the period beginning July 1, 2023, and ending June 30, 2025, Contractor will perform the services outlined in Exhibit A.

- B. Agreement is effective upon the signature of all parties. It is understood by both parties that no commitments have been or are made by either party beyond the termination of the Agreement.
- C. The County will pay to the Contractor, by check(s), upon receipt of an authorized billing document at the rates outlined in Exhibit A and as approved by Polk County, up to a maximum payable amount of \$45,000.00 under this agreement.
- D. It is agreed that Contractor shall accept payment from Polk County as full and total payment for services.
- E. Contractor is engaged hereby as an independent contractor, and the services to be rendered are those of an independent contractor, subject to ORS Chapter 656, and will be so deemed for purposes of the following:
 - 1. Contractor will be solely responsible for payment of any Federal or State taxes required as a result of this Agreement.
 - 2. This Agreement is not intended to entitle Contractor to any benefits generally granted to County employees. Without limitation, but by way of illustration, the benefits which are not intended to be extended by this Agreement to the Contractor are vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, Social Security, workers' compensation, unemployment compensation or retirement benefits (except insofar as benefits are otherwise required by law if the Contractor is presently a member of the Public Employees Retirement System).
 - 3. The Contractor is an independent contractor for purposes of the Oregon Workers' Compensation Law (ORS Chapter 656) and is solely liable for any Workers' Compensation coverage under this Agreement. If the Contractor has the assistance of other persons in the performance of this Agreement, the Contractor shall qualify and remain qualified for the term of this Agreement as a direct responsibility employer under ORS 656.407 or as a contributing employer under ORS 656.411.

SECTION III - BILLINGS

Billings shall be submitted to Polk County Community Corrections Department, 820 SW Church Street, Suite 100, Dallas, OR 97338.

SECTION IV – GENERAL PROVISIONS

- A. Extent of Agreement: This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.
- B. Captions: The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provision of this Agreement.
- C. Payment as Sole Monetary Obligation of the County: The Contractor is engaged as an independent contractor. Payment as provided herein shall be the sole monetary obligation of the County. Unless otherwise specified, the responsibility for payment of all operating

costs, Federal, State, County or city taxes/assessments and any other charges imposed by law upon employers shall be the sole responsibility of the Contractor.

- D. Licensing and Program Standards: The Contractor agrees to comply with all applicable State, County, and municipal standards for licensing, and any other standards or criteria described in this Agreement and its attachments.
- E. Safeguarding of Client Information: The use or disclosure by any party of any information concerning a recipient of services purchased under this Agreement, for any purpose not directly connected with the administration of the County's or the Contractor's responsibilities with respect to such purchased services, is prohibited, except on written consent of the County, or if the County is not the recipient, on written consent of the recipient or attorney.
- F. Civil Rights Act of 1964 and Rehabilitation Act of 1973: The Contractor agrees to comply with the requirements of the Civil Rights Act of 1964, and Section 504 of the Rehabilitation Act of 1973, and their implementing Federal regulations, including Executive Order 11246 as amended.
- G. Fiscal Responsibility, Records, Controls, Reports, and Monitoring Procedures:
 - 1. The Contractor agrees to establish and exercise such controls as are necessary to assure full compliance with Federal regulations and the County's guidelines on allowable use of funds paid by the County under this Agreement.
 - 2. The Contractor agrees to maintain fiscal records consistent with generally accepted accounting practices and controls, which will properly reflect all direct and indirect costs and funds expended in the performance of this Agreement. The Contractor shall make these records available at reasonable times upon request to State and Federal personnel, and other persons authorized by the County.
 - 3. The Contractor agrees to collect financial statistics on a regular basis and to make financial reports at times in the form prescribed by the County.
- H. Program Records, Controls, Reports, and Monitoring Procedures: The Contractor agrees to maintain program records including statistical records, and to provide program records to the County at times and in the form prescribed by the County. The Contractor agrees to establish and exercise such controls as are necessary to assure full compliance with the program and facilities review (including meetings with consumers, reviews of service records, review of policy and procedures, review of staffing ratios and job descriptions, and meetings with any staff directly or indirectly involved in the provision of services) may be conducted at any reasonable time by State and Federal personnel and other persons authorized by the County.
- I. Retention of Records: The Contractor agrees to retain all books, records, and other documents relevant to this Agreement for three (3) years after final payment is made under the Agreement or all pending matters are closed, whichever is later. If litigation or other action involving the Agreement is started before the end of the three (3) year period, the records shall be retained until all issues arising out of the action are resolved or until the end of the three (3) year period, whichever is later.

J. Insurance:

1. Contractor agrees that it is an independent contractor and not an agent of the County. The Contractor and the County shall not be responsible for any legal liability, loss, malpractice, damages, costs and expenses arising in favor of any person on account of personal injuries, death or property loss or damage occurring, growing out of, incident to or resulting directly or indirectly from the acts or omissions of the other party under this Agreement.
2. Contractor shall obtain, and at all times keep in effect, comprehensive liability insurance and property damage insurance covering activities, operations, and omissions of the Contractor, all subcontractors, and all named additional insureds. Contractor may satisfy this requirement for general liability insurance in any manner allowed by ORS 30.282. Such liability insurance, whatever the form, shall be in an amount not less than the limits of public body tort liability specified in ORS 30.270, with provision for increased coverage as such limits are increased by legislative action. In the event of unilateral cancellation or restriction by the insurance company of the Contractor's insurance policy referred to in this paragraph, the Contractor shall immediately notify the County verbally and in writing.
3. As evidence of the insurance coverage required by this Agreement, and prior to the execution of this Agreement, the Contractor shall furnish a Certificate of Insurance to Polk County, to Polk County Community Corrections, 820 SW Church Street, Suite 100, Dallas, Oregon 97338. The Certificate form, to be completed by the Contractor's insurer, naming Polk County as additional insured, will be maintained in the County's file of this Agreement.
4. There shall not be any cancellation, material changes or failure to renew such insurance policy (policies) without thirty (30) days' prior notice to the County.

K. Subcontracting: Unless subcontracting is authorized elsewhere in the Agreement, the Contractor shall not enter into any subcontracts for any of the work contemplated under this Agreement without obtaining prior written approval from the County, which approval shall be attached to the original Agreement. Approval by the County of a subcontract shall not result in any obligations of the County in addition to the agreed rates of payment and total consideration. Any subcontracts which the County may authorize shall contain all requirements of this Agreement, and the Contractor shall be responsible for the performance of the subcontractor. Contractor may subcontract medical investigator's duties so long as the subcontractor possesses medical qualifications equivalent to those of the Contractor.

L. Re-negotiation or Modification: Any alterations, variations, modifications to or waivers of provisions of this Agreement shall be valid only when they have been reduced to writing, duly signed, and approved by the Contractor and the County and attached to the original of this Agreement.

M. Excuses for Nonperformance: Neither party to this Agreement shall be held responsible for delay or failure in performance of the activities required herein when such delay or failure is due to causes beyond the control and without the fault or negligence of the party. Such causes may include, but are not restricted to, fire, flood, epidemic, strikes, acts of God or the public enemy, unusually severe weather, legal acts of public authorities, or delays or

defaults caused by public carriers, which cannot reasonably be forecast or provided against. Either party may terminate the Agreement after reasonably determining that such delay or failure will prevent continued performance of the Agreement, and after giving written notice to the other party of the cause, its effect on Agreement performance and effective date of termination. If the Agreement is so terminated, the obligation of the County shall be limited to payment for services provided in accordance with the Agreement prior to the date of termination.

- N. Remedies: If the Contractor fails to provide the services or perform any of the other requirements under the Contract, and such failure is not excused under the paragraph titled "Excuses for Nonperformance", the County, after giving the Contractor written notice of such failure, may withhold part or all of the Contractor's payment for the services until such failure is corrected. If the Contractor does not correct such failure within a reasonable time allowed by the County, the County may terminate the Agreement in accordance with the clause titled "Termination." However, this paragraph, and any actions taken or not taken under it, shall not affect the County's rights under the "Termination" clause.
- O. Termination: This Agreement may be terminated by mutual consent of both parties or unilaterally by either party at any time upon thirty (30) days' notice to the other party in writing and delivered personally or by Certified Mail. The County may also unilaterally terminate this Agreement effective upon delivery of written notice to the Contractor, or at such later date as may be established by the County, under any of the following conditions:
1. If funds, specifically authorized by Legislative acts, do not become available in amounts sufficient to allow for purchase of the stated quantity of services. When possible and when agreed upon by the parties, the Agreement may be modified in accordance with the paragraph entitled "Re-negotiation or Modification" to accommodate a reduction in funds.
 2. If Federal or State laws, regulations or guidelines are modified or changed in such a way that the services are no longer allowable or appropriate for purchase under this Agreement or no longer qualify for the funding proposed for payments authorized by this Agreement.
 3. If any license or certificate required by law or regulation to be held by the Contractor to provide the services required by this Agreement is for any reason denied, revoked, not renewed, or changed in such a way that the Contractor no longer meets requirements for such license or certificate.
 4. Termination under this clause shall be without prejudice to any obligations or liabilities of either party already reasonably incurred prior to such termination, except that the Contractor shall be solely responsible for its obligations or liabilities after the termination date, which obligations or liabilities result from the Contractor's failure to provide for termination of, or exercises the right to terminate, its commitments. No right of action or damages shall accrue to the benefit of the Contractor if the Agreement is terminated under this clause.
 5. The County, by written notice of default (including breach of contract) to the Contractor, may terminate this Agreement:

- a. If the Contractor fails to provide the services called for by this Agreement within the time specified herein or any extension thereof granted by the County; or
 - b. If the Contractor fails to perform any of the other requirements of this Agreement; or
 - c. If the Contractor so fails to perform the work required in the Agreement that performance of this Agreement in accordance with its terms is endangered, and after receipt of written notice from the County specifying such failure, the Contractor fails to correct such failure within ten (10) days or such longer period as the County may authorize.
6. If the Agreement is terminated under this clause, the County's obligations shall be limited to payment for services provided in accordance with the Agreement prior to the date of termination, less any damages suffered by the County. The rights and remedies of the County in this clause related to defaults (including breach of contract) by the Contractor shall not be exclusive and are in addition to any other rights and remedies provided to the County by law or under this Agreement.
- P. Hold Harmless: Except for claims arising in whole from the negligence of County, its employees or its agents, Contractor agrees to indemnify and hold County harmless from and against all actions, suits, claims and demands arising out of Contractor's performance under this Contract and agrees to defend County in such actions, suits, claims and demands.
- Q. Waiver of Default: Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver of breach of any provision of the Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Agreement unless stated to be such in writing, signed by an authorized representative of the County, and attached to the original Agreement in accordance with the paragraph entitled "Re-negotiation or Modification".
- R. Severability: The parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.
- S. Fees Prohibited: The Contractor will not impose or demand any fees from any person or agency for services provided and paid for under this Agreement, unless the fees have been approved in advance by the County in writing.
- T. Non-Discrimination: The Contractor acknowledges that they are an equal opportunity employer and no person shall be denied services or discriminated against on the basis of race, color, creed, national origin or duration of residence, and there shall be no discrimination in the selection, compensation or the employment practices with respect to personnel coming under the auspices of the Contractor.
- U. Assignment of Agreement: The Contractor shall not assign or transfer its interest in this Agreement without prior written approval of the County, which shall be attached to the original Agreement. Any such assignment, if approved, is subject to such conditions and

provisions, as the County may deem necessary. No approval by the County of any assignment or transfer of interest shall be deemed to create any obligation of the county in addition to the agreed rates of payment and total Agreement consideration.

- V. Funds Authorized and Available: The County certifies that at the time of signing this Agreement, sufficient funds are authorized and available, or are anticipated to be available, for expenditure to finance costs of this Agreement within the County's current appropriation or limitation.
- W. Recovery of Overpayments: If billings under this Agreement, or under any Agreement between the Contractor and the County, result in payments to the Contractor for which the Contractor is not entitled under the terms of such Agreement, the County, after giving written notification to the Contractor, may withhold from payments due to the Contractor under this Agreement such amounts, over such periods of time, as are necessary to recover the amount of the overpayment.
- X. Criminal History Records Checks: Contractor agrees to authorize a review of state and federal records by a qualified entity to determine the nature of any criminal activity the Contractor may have been involved in for purposes described in ORS 181.536 through 181.537 or Contractor agrees to provide verification that such a Criminal History Records Check has been completed by a qualified entity. No work will be assigned to Contractor until Criminal History Check is completed and verified by the qualified entity.

SIGNATURE PAGE

BY SIGNATURE BELOW, both parties agree to and accept all terms and conditions of this Agreement between County and Contractor/Provider along with the following:

Exhibit A –Scope of Work

Dated this 26 day of January, ~~2023~~ 2024

BY:



DEBORAH THOMPSON, EXECUTIVE
DIRECTOR
SABLE HOUSE

Dated this _____ day of _____, 2024

BY:

POLK COUNTY BOARD OF COMMISSIONERS

Approved as to Form

COUNTY COUNSEL

Exhibit A – Scope of Work

1. Contractor shall submit invoice for contracted services **quarterly** for services provided. Invoices are to be submitted to Polk County Community Corrections, Attn: Sam Hittle at 820 SW Church Street, Dallas OR 97338 or via email at hittle.sam@co.polk.or.us
2. Funding is provided via the Criminal Justice Commission - Justice Reinvestment Grant Program and is subject to grant contract requirements in Attachment 1, which is hereby incorporated by reference.
3. Contractor shall submit an annual Progress Report to Polk County Community Corrections **no later than July 11, 2024 and July 10, 2025**. Progress Report formatting will be provided upon receipt from the Criminal Justice Commission.
4. Contractor application for funding is hereby incorporated by reference as Attachment 2.

RB

**RIGHT OF WAY DEDICATION and
TEMPORARY CONSTRUCTION EASEMENT**

KNOW ALL BY THESE PRESENTS that **Richard L. Babbitt Jr.**, does hereby grant and dedicate, as grantor, to **Polk County**, a political subdivision of the State of Oregon, Grantee, for use as public roads forever the real property described and shown in Exhibit "A" attached and made part of this document.

TO HAVE AND TO HOLD the above described and granted premises unto said **Polk County**, a political subdivision of the State of Oregon, its successors and assigns forever.

GRANTOR does also hereby bargain, sell, convey, transfer, and deliver unto County a temporary construction easement and right-of-way upon, across, and under so much of the aforesaid land as described and shown in Exhibit "A".

It being understood that said temporary easement is only for construction activities, required for reconstruction of the roadway granted by this easement for the period of three (3) years from the date of GRANTOR signature hereon.

Uses undertaken by the GRANTOR shall not be inconsistent or interfere with the use of the subject easement area by the County. No building or utility shall be placed upon, under, or within the property subject to the temporary construction easement during the term thereof, however, without the written permission of the County.

Upon completion of the construction, the County shall restore the surface of the property to its original condition and shall indemnify and hold the GRANTOR harmless against any and all loss, cost, or damage arising out of the exercise of the rights granted herein.

The true consideration of this conveyance is **Sixteen Thousand and No/100 Dollars (\$16,000.00)** and other value given, the receipt of which is hereby acknowledged by GRANTOR

IN WITNESS WHEREOF, We have hereunto set our hand and seal this 25 day of JANUARY, 2024 *RF*

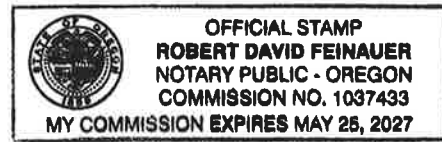

Richard L. Babbitt Jr

STATE OF OREGON)
) ss
COUNTY OF MULTNOMAH)

On this 25 day of January, 2024, personally appeared before me

Richard L. Babbitt Jr, whose identity is personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument and acknowledged that he executed the same.

Robert David Feinauer
NOTARY PUBLIC FOR OREGON



POLK COUNTY ACCEPTANCE:

Board of Commissioners

Date

Approved as to form:

County Counsel

Date

Exhibit "A"

Parcel 010-01

A tract of land lying in the Southeast Quarter of Section 17, Township 08 South, Range 06 West, of the Willamette Meridian, Polk County, Oregon and being a portion of the tract of land conveyed to Richard L. Babbitt, Jr, recorded in Polk County as Document number 1999-016013, Said dedication being a strip of land along the southern right of way of Mitchel Street and being furthered described as follows:

Beginning at a calculated point on the southern right of way boundary of Mitchell Street, 25.00 feet right of Engineer's centerline Station 62+55.13 and being N 86°20'16" E, a distance of 1,727.90 feet, from the South Quarter Corner of Section 17, T. 08 S., R. 06 W., Willamette Meridian; Said point being the True Point of Beginning;

Thence, leaving the southern right of way boundary of Mitchell Street, S 72°01'05" E, a distance of 105.37 feet, to a calculated point 25.00 feet right of Engineer's centerline Station 63+63.96; Said point lying on the western right of way boundary of 8th Street;

Thence, along the western right of way boundary of 8th Street, N 06°15'59" E, a distance of 10.05 feet, to a calculated point 15.31 feet right of Engineer's centerline Station 63+61.21 and lying on the southern right of way boundary of Mitchell Street;

Thence along the southern right of way boundary of Mitchell Street, N 56°21'05" W, a distance of 24.52 feet, to a calculated point 9.86 feet right of Engineer's centerline Station 63+36.92;

Thence, continuing along the southern right of way boundary of Mitchell Street, N 83°41'20" W, a distance of 81.40 feet, to a calculated point 25.00 feet right of Engineer's centerline Station 62+55.13 and lying at the True Point of Beginning.

Parcel 010-01 contains an area of 977 square feet or 0.02 acres (Int.) more or less.

Temporary Construction Easement 010-01b

A tract of land lying in the Southeast Quarter of Section 17, Township 08 South, Range 06 West, of the Willamette Meridian, Polk County, Oregon and being a portion of the tract of land conveyed to Richard L. Babbitt, Jr, recorded in Polk County as Document number 1999-016013, Said dedication being a strip of land along the southern right of way of Mitchel Street and being furthered described as follows:

Exhibit "A"

Beginning at a calculated point on the southern right of way boundary of Mitchell Street, 25.00 feet right of Engineer's centerline Station 62+55.13 and being N 86°20'16" E, a distance of 1,727.90 feet, from the South Quarter Corner of Section 17, T. 08 S., R. 06 W., Willamette Meridian; Said point being the True Point of Beginning;

Thence, N 83°41'20" W, a distance of 196.84 feet, to a calculated point 28.79 feet right of Engineer's centerline Station 60+53.14 and lying at the intersection of said southern right of way boundary of Mitchell Street and the eastern right of way boundary of 9th Street and being the northwest corner of said tract of land conveyed to Richard L. Babbitt, Jr.;

Thence, along said eastern right of way boundary of 9th Street, S06°18'25"W, a distance of 6.22 feet, to a calculated point 35.00 feet right of Engineer's centerline Station 60+52.85;

Thence, leaving said eastern right of way boundary of 9th Street, S86°22'50"E, a distance of 54.91 feet, to a calculated point 35.00 feet right of Engineer's centerline Point of Curvature 61+07.76;

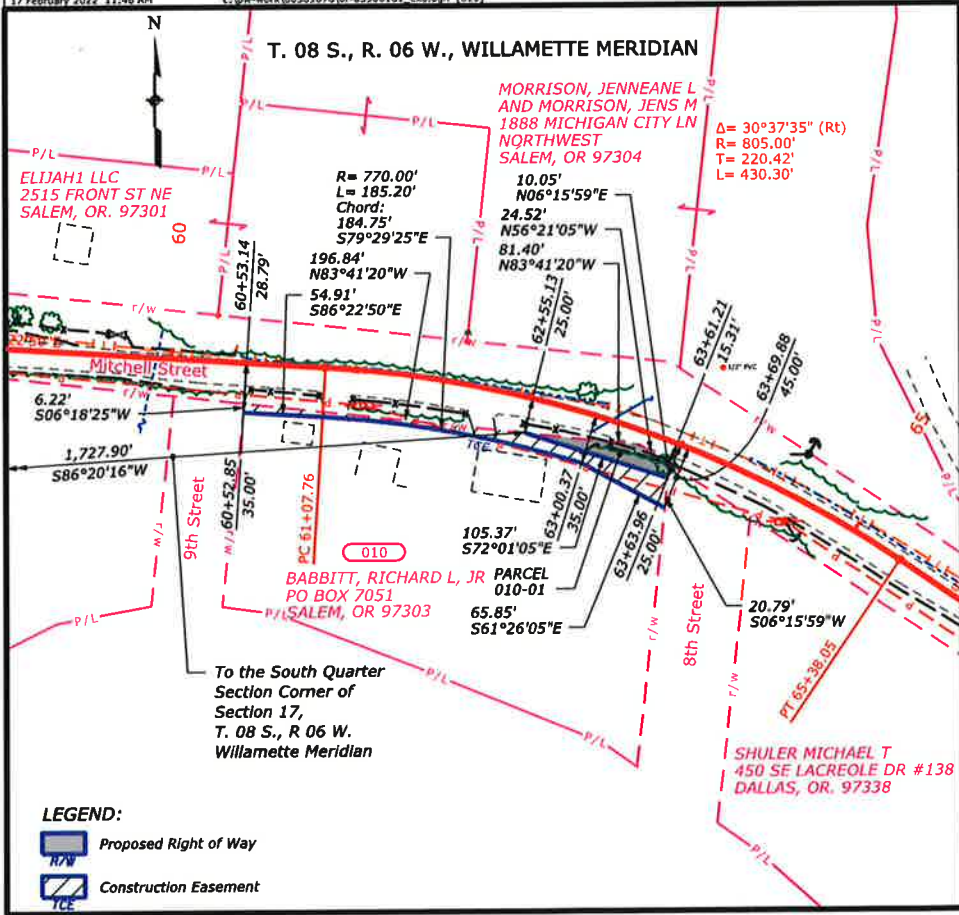
Thence, 185.20 feet, along a circular curve to the right, having a radius of 770.00 feet, (Long Chord: S 79°29'25" E, 184.75') to a calculated point 35.00 feet right of Engineer's centerline Station 63+00.37;

Thence, S61°26'05"E, a distance of 65.85 feet, to a calculated point 45.00 feet right of Engineer's centerline Station 63+69.88 and lying on the western right of way boundary of 8th Street;

Thence, along said western right of way boundary of 8th Street, N 06°15'59" E, a distance of 20.79 feet, to a calculated point 25.00 feet right of Engineer's centerline Station 63+63.96;

Thence, leaving said western right of way boundary of 8th Street, N 72°01'05" W, a distance of 105.37 feet, to a calculated point 25.00 feet right of Engineer's centerline Station 62+55.13 and lying at said True Point of Beginning;

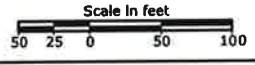
Temporary Construction Easement 010-01b contains an area of 2,207 square feet or 0.05 acres (Int.) more or less.



OR_POLK_2016(1), Mitchell Street and Black Rock Road Reconstruction

Surveyed by:
FEDERAL HIGHWAY ADMINISTRATION
 610 East 5th Street
 Vancouver, WA 98661
 Date: November, 2018

Drawing by:
USDOT/FHWA/WFLHD
 Date: August, 2021



Survey Performed with:
BASIS OF BEARINGS & COORDINATES:
 Oregon North SPCS NAD3 (2011)
 Orthometric elevations based on the NAVD88 GEOID12b
 Units: International Feet

POLK COUNTY, OREGON
RIGHT-OF-WAY
 Description of Land:
 Parcel 010 - Babbitt, Richard L.
 P.O. Box 7051
 Salem, OR 97303

T.08S. R.06W., Willamette Meridian
 Section 17: SW $\frac{1}{4}$ SE $\frac{1}{4}$

Right-of-Way in Acres
 Total ROW this Exhibit: 0.20
 Existing ROW this Exhibit: 0.18
 Acquired ROW this Exhibit: 0.02
 Const. Easement this Exhibit: 0.05
 Sheet 1 of 1 **EXHIBIT A**



CONTRACT REVIEW SHEET

Staff Contact: Rosana Warren Phone Number (Ext): 3558
Department: Health Services: Public Health Consent Calendar Date: January 31, 2024
Contractor Name: Oregon Health Authority
Address: 635 Capitol Street NE, Room 350
City, State, Zip: Salem, OR 97301
Effective Dates - From: November 01, 2023 Through: June 30, 2024
Contract Amount: \$40,688.00

Background:

The County receives funds from the Oregon Health Authority to provide Public Health Services to residents of the County by way of a grant. This contract is the fourth amendment to the initial award from the State. The grant award may be modified from time-to-time throughout the fiscal year to reflect changes to funds and/or programs that are made as part of the grant.

Discussion:

This fifth Amendment provides additional funding to the Local Public Health Authority for the continued Program Service delivery under PE 43-05 - OIP Bridge COVID and PE42-13 - Family Connects for a total amendment award amount of \$40,688.00.

Fiscal Impact:

The total for this amendment is \$40,688.00 for FY24, which is additional money that will be used to continue program services for the respective programs.

Recommendation:

It is recommended that Polk County sign amendment 5 to IGA 180027 with the Oregon Health Authority.

Copies of signed contract should be sent to the following:

Name: Rosana Warren E-mail: hs.contracts@co.polk.or.us
Name: _____ E-mail: _____
Name: _____ E-mail: _____

Agreement #180027



**FIFTH AMENDMENT TO OREGON HEALTH AUTHORITY
2023-2025 INTERGOVERNMENTAL AGREEMENT FOR THE
FINANCING OF PUBLIC HEALTH SERVICES**

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

This Fifth Amendment to Oregon Health Authority 2023-2025 Intergovernmental Agreement for the Financing of Public Health Services, effective July 1, 2023, (as amended the “Agreement”), is between the State of Oregon acting by and through its Oregon Health Authority (“OHA”) and Polk County, (“LPHA”), the entity designated, pursuant to ORS 431.003, as the Local Public Health Authority for Polk County. OHA and LPHA are each a “Party” and together the “Parties” to the Agreement.

RECITALS

WHEREAS, OHA and LPHA wish to modify the Fiscal Year 2024 (FY24) Financial Assistance Award set forth in Exhibit C of the Agreement.

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

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

AGREEMENT

1. This Amendment is effective on **November 1, 2023**, regardless of the date this amendment has been fully executed with signatures by every Party and when required, approved by the Department of Justice. However, payments may not be disbursed until the Amendment is fully executed.
2. The Agreement is hereby amended as follows:
 - a. Exhibit A “Definitions”, Section 18 “Program Element” is amended to add Program Element titles and funding source identifiers as follows:

<u>PE NUMBER AND TITLE</u> • SUB-ELEMENT(S)	<u>FUND TYPE</u>	<u>FEDERAL AGENCY/ GRANT TITLE</u>	<u>CFDA#</u>	<u>HIPAA RELATED (Y/N)</u>	<u>SUB-RECIPIENT (Y/N)</u>
PE43-05 - OIP Bridge COVID	FF	CDC/Immunization and Vaccines for Children	93.268	N	Y

- b. Exhibit C, Section 1 of the Agreement, entitled “Financial Assistance Award” for FY24 is hereby superseded and replaced in its entirety by Attachment A, entitled “Financial Assistance Award (FY24)”, attached hereto and incorporated herein by this reference. Attachment A must be read in conjunction with Section 3 of Exhibit C.
 - c. Exhibit J of the Agreement entitled “Information required by 2 CFR Subtitle B with guidance at 2 CFR Part 200” is amended to add to the federal award information datasheet as set forth in Attachment B, attached hereto and incorporated herein by this reference.

- 3. LPHA represents and warrants to OHA that the representations and warranties of LPHA set forth in Section 4 of Exhibit F of the Agreement are true and correct on the date hereof with the same effect as if made on the date hereof.
- 4. Capitalized words and phrases used but not defined herein shall have the meanings ascribed thereto in the Agreement.
- 5. Except as amended hereby, all terms and conditions of the Agreement remain in full force and effect.
- 6. This Amendment may be executed in any number of counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Amendment so executed shall constitute an original.

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

7. Signatures.

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

Approved by: _____
 Name: /for/ Nadia A. Davidson
 Title: Director of Finance
 Date: _____

POLK COUNTY LOCAL PUBLIC HEALTH AUTHORITY

Approved by: _____
 Printed Name: _____
 Title: _____
 Date: _____

DEPARTMENT OF JUSTICE – APPROVED FOR LEGAL SUFFICIENCY

Agreement form group-approved by Steven Marlowe, Senior Assistant Attorney General, Tax and Finance Section, General Counsel Division, Oregon Department of Justice by email on August 11, 2023, copy of email approval in Agreement file.

REVIEWED BY OHA PUBLIC HEALTH ADMINISTRATION

Reviewed by: _____
 Name: Rolonda Widenmeyer (or designee)
 Title: Program Support Manager
 Date: _____

**Attachment A
Financial Assistance Award (FY24)**

State of Oregon Oregon Health Authority Public Health Division		
1) Grantee Name: Polk County Street: 182 SW Academy, Suite 302 City: Dallas State: OR Zip: 97338-1900	2) Issue Date Wednesday, November 1, 2023	This Action Amendment
	3) Award Period From July 1, 2023 through June 30, 2024	

4) OHA Public Health Funds Approved				
Number	Program	Previous Award Balance	Increase / Decrease	Current Award Balance
PE01-01	State Support for Public Health	\$111,703.00	\$0.00	\$111,703.00
PE01-10	OIP - CARES	\$137,731.57	\$0.00	\$137,731.57
PE01-12	ACDP Infection Prevention Training	\$1,517.82	\$0.00	\$1,517.82
PE10-02	Sexually Transmitted Disease (STD)	\$179,384.60	\$0.00	\$179,384.60
PE12-01	Public Health Emergency Preparedness and Response (PHEP)	\$85,483.00	\$0.00	\$85,483.00
PE13	Tobacco Prevention and Education Program (TPEP)	\$175,528.95	\$0.00	\$175,528.95
PE40-01	WIC NSA: July - September	\$55,416.00	\$0.00	\$55,416.00
PE40-02	WIC NSA: October - June	\$166,250.00	\$0.00	\$166,250.00
PE40-05	Farmer's Market	\$2,000.00	\$0.00	\$2,000.00
PE42-03	MCAH Perinatal General Funds & Title XIX	\$3,251.00	\$0.00	\$3,251.00
PE42-04	MCAH Babies First! General Funds	\$10,394.00	\$0.00	\$10,394.00
PE42-06	MCAH General Funds & Title XIX	\$6,100.00	\$0.00	\$6,100.00
PE42-11	MCAH Title V	\$34,599.00	\$0.00	\$34,599.00
PE42-12	MCAH Oregon Mothers Care Title V	\$2,960.00	\$0.00	\$2,960.00

4) OHA Public Health Funds Approved				
Number	Program	Previous Award Balance	Increase / Decrease	Current Award Balance
PE42-13	Family Connects Oregon	\$50,000.00	\$17,305.00	\$67,305.00
PE43-01	Public Health Practice (PHP) - Immunization Services	\$25,625.00	\$0.00	\$25,625.00
PE43-05	OIP Bridge COVID	\$0.00	\$23,383.00	\$23,383.00
PE44-01	SBHC Base	\$60,000.00	\$0.00	\$60,000.00
PE44-02	SBHC - Mental Health Expansion	\$77,000.00	\$0.00	\$77,000.00
PE46-05	RH Community Participation & Assurance of Access	\$24,234.80	\$0.00	\$24,234.80
PE50	Safe Drinking Water (SDW) Program (Vendors)	\$12,678.00	\$0.00	\$12,678.00
PE51-01	LPHA Leadership, Governance and Program Implementation	\$515,304.00	\$0.00	\$515,304.00
PE51-03	ARPA WF Funding	\$17,461.00	\$0.00	\$17,461.00
PE51-05	CDC PH Infrastructure Funding	\$72,359.08	\$0.00	\$72,359.08
		\$1,826,980.82	\$40,688.00	\$1,867,668.82

Footnotes and Comments on following pages.

5) Foot Notes:	
PE10-02	7/15/2023: Full FY24 award funds may be used in FY24 during the period of 7/1/23-12/31/2023 due to DIS WF federal grant funding being cut by CDC on 12/31/23.
PE10-02	8/2023: Prior Footnote dated 7/15/2023 Null and Void. Full FY24 award funds may now be used in FY24 during the period of 7/1/23-01/31/2024 due to new guidance from the CDC.
PE40-01	7/2023: Unspent SFY2024 Q1 award will be rescinded by the state, cannot be carried over to SFY2024 Q2-4 period.
PE40-02	7/2023: Q2-4 Unspent grant award will be rescinded by the state at end of SFY2024
PE42-11	7/2023: Indirect charges cap at 10%.
PE42-12	7/2023: Indirect Charges cap at 10%.
PE43-01	7/2023: Awarded funds can be spent on allowable costs for the period of 7/1/2023 - 9/30/23. Any unspent funds will be de-obligated.
PE43-01	9/2023: Prior Footnote dated 7/2023 Null and Void.
PE51-01	7/2023: Bridge funding for 7/1/23-9/30/23.
PE51-01	8/2023: Prior Footnote dated 7/2023 Null and Void
PE51-03	9/2023: Federal funds expire 6/30/24 and will be ineligible for carryover into SFY25.

Comments on following page.

6) Comments:	
PE01-01	8/2023: Prior Comment dated 7/2023 Null and Void 7/2023: SFY24 funding available 7/1/23-9/30/23 only.
PE01-10	10/2023: rollover unspent SFY23 funds of \$137,731.57
PE10-02	10/2023: rollover unspent SFY23 funds of \$28,130.60
PE12-01	8/2023: \$350 award for In-Person PHEPR/OHA Meeting and Listening Session Travel Award 8/2023: Prior Comment dated 7/2023 Null and Void 7/2023: SFY24 Award funding for first 3 months only
PE13	10/2023: rollover unspent SFY23 funds of \$166,886.10 9/2023: All Prior Comments Null and Void 7/15/23: SFY24 Award adding funding for 10/1/23-6/30/24 7/2023: SFY24 Bridge Funding 7/1/23-9/30/23
PE40-01	7/2023: SFY2024 Q1 WIC NSA grant award. \$11,083 must spent on Nutrition Ed; \$1,659 on BF Promotion. Underspend Q1 award cannot be carried over to Q2-4 period.
PE40-02	7/2023: SFY2024 Q2-4 grant award. \$33,250 must be spent on Nutrition Ed, \$4,977 on BF Promotion.
PE40-05	10/2023: Prior Comment dated 7/2023 Null and Void. 7/2023: SFY2024 WIC Farmers Market Mini grant award. Final Q2 Rev & Exp Report is required for final accounting. Underspent funds will be rescinded by the state in February 2024
PE42-13	11/2023: SFY24 Nurse workforce development funds of \$10,000 and HDHP funds of \$7,305
PE51-05	7/2023: SFY24 Award Available 7/1/23-6/30/24. Funding total is split over 60 months for the period of 12/1/22-11/30/27.

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

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

PE43-05 OIP Bridge COVID

Federal Award Identification Number:	NH23IP922626
Federal Award Date:	09/05/23
Budget Performance Period:	07/01/2023-12/31/2024
Awarding Agency:	HHS/CDC
CFDA Number:	93.268
CFDA Name:	Immunization Cooperative Agreements
Total Federal Award:	\$6,192,977.00
Project Description:	CDC-RFA-IP19-1901 Immunization and Vaccines for Children
Awarding Official:	Divya Cassity
Indirect Cost Rate:	17.79%
Research and Development (T/F):	FALSE
HIPPA	No
PCA:	53635
Index:	50404

Agency	UEI	Amount	Grand Total:
Polk	MSNMZ3DRBRN5	\$23,383.00	\$23,383.00