

MORROW COUNTY BOARD OF COMMISSIONERS MEETING AGENDA

Wednesday, September 1, 2021 at 9:00 a.m.

Bartholomew Building Upper Conference Room

110 N. Court St., Heppner, Oregon

Zoom Meeting Information on Page 2

1. **Call to Order and Pledge of Allegiance - 9:00 a.m.**
2. **City/Citizen Comments:** Individuals may address the Board on topics not on the agenda
3. **Open Agenda:** The Board may introduce subjects not on the agenda
4. **Consent Calendar**
 - a. Approve Accounts Payable and Payroll Payables
 - b. Minutes: July 28th
 - c. Oregon Department of Human Services Intergovernmental Grant Agreement #169202 for the Financing of Community Developmental Disabilities Program Services
 - d. Fifth Amendment to Oregon Health Authority Intergovernmental Agreement #166052 for the Financing of Mental Health, Addiction Treatment, Recovery & Prevention, and Problem Gambling Services
 - e. Letter of Intent – Request for Grant Proposals to Oregon Health Authority for Planning Work to Support Elimination of Behavioral Health Inequities
5. **Business Items**
 - a. Presentation on CAREs Rental Assistance Funds (CAPECO Representative)
 - b. Equity Fund Loan Request (Christina Smith, Greater Eastern Oregon Development Corporation)
 - c. Summary of CAREs Funds Expenditures (Kate Knop, Finance Director)
 - d. Award Request for Proposals for Contractor to Operate The Landing Kitchen at the OHV Park (Greg Close, Parks General Manager)
 - e. Collective Bargaining Agreements – AFSCME General Employees & AFSCME Road Employees (Lindsay Grogan, Human Resources Director)
 - f. Comment Letter to the Oregon Department of Energy Regarding the Request for Amendment 1 to the Boardman Solar Energy Facility (Tamra Mabbott, Planning Director)
 - g. Emergency Operations Center Update
 - h. Building Project Updates
6. **Department Reports**
 - a. Administrator’s Monthly Report (Darrell Green)
 - b. Sheriff’s Office Monthly Report (Melissa Ross)
7. **Correspondence**
8. **Commissioner Reports**
9. **Signing of documents**
10. **Adjournment**

Agendas are available every Friday on our website (www.co.morrow.or.us/boc under “Upcoming Events”). Meeting Packets can also be found the following Monday.

The meeting location is accessible to persons with disabilities. A request for an interpreter for the hearing impaired or for other accommodations for persons with disabilities should be made at least 48 hours before the meeting to Roberta Lutchter at (541) 676-5613.

Pursuant to ORS 192.640, this agenda includes a list of the principal subjects anticipated to be considered at the meeting; however, the Board may consider additional subjects as well. This meeting is open to the public and interested citizens are invited to attend. Executive sessions are closed to the public; however, with few exceptions and under specific guidelines, are open to the media. The Board may recess for lunch depending on the anticipated length of the meeting and the topics on the agenda. If you have anything that needs to be on the agenda, please notify the Board office before noon of the preceding Friday. If something urgent comes up after this publication deadline, please notify the office as soon as possible. If you have any questions about items listed on the agenda, please contact Darrell J. Green, County Administrator at (541) 676-2529.

Zoom Meeting Information

Join Zoom Meeting:

<https://zoom.us/j/5416762546>

PASSWORD: 97836

Meeting ID: 541-676-2546

Zoom Call-In Numbers for Audio Only Using Meeting ID 541-676-2546#:

- 1-346-248-7799
- 1-669-900-6833
- 1-312-626-6799
- 1-929-436-2866
- 1-253-215-8782
- 1-301-715-8592

Morrow County Board of Commissioners Meeting Minutes
July 28, 2021
Bartholomew Building Upper Conference Room
Heppner, Oregon

Present In-Person

Chair Don Russell, Commissioner Jim Doherty, Commissioner Melissa Lindsay, Darrell J. Green, Paul Gray, Lindsay Grogan, Katie Imes, Roberta Lutcher, Justin Nelson, Dave Pranger

Present Via Zoom

Staff: Lindsay Grogan, Ian Murray, Christy Kenny, Kate Knop, Tamra Mabbott, Linda Skendzel, Heidi Turrell, Vickie Turrell; Non-Staff: JoAnna Lamb, Glenn McIntire, Karen Pettigrew, David Sykes

Call to Order, Pledge of Allegiance & Roll Call: 9:01 a.m.

City & Citizen Comments: None

Open Agenda: No items

Consent Calendar

Commissioner Lindsay moved to approve the following items in the Consent Calendar:

1. *Accounts Payable and Payroll Payables*
2. *Minutes: June 30th*
3. *Intergovernmental Agreement (IGA) #14713 with the Oregon State Lottery Commission to Participate in the Take Your Shot, Oregon! Drawing*

Commissioner Doherty seconded. Unanimous approval.

Business Items

IGA with the State of Oregon – Oregon Alert

Paul Gray, Emergency Manager

Mr. Gray explained the State has gone to a new alert system, Oregon Alert, which is similar to what Morrow County currently uses, AlertSense. However, Oregon Alert will be paid 100% by the State. Mr. Gray said email notifications will go out to ask people to sign-up for the new system. At that point, he said, they can choose what kind of notifications they wish to receive.

Commissioner Doherty moved to approve the Intergovernmental Agreement with the State of Oregon to use the new notification system at no cost to local governments and authorize the Administrator or Chair to sign on behalf of the County. Commissioner Lindsay seconded. Unanimous approval.

Dividend Allocation – SAIF Workers’ Compensation Insurance

Lindsay Grogan, Human Resources Manager

Ms. Grogan reviewed the SAIF dividends paid to the County each year since 2016. This year’s amount, \$62,755, was larger than previous years and she suggested increasing the amount allocated to the Safety Committee for fiscal year 2021-22.

Commissioner Doherty proposed not allocating it until after today’s Executive Session related to labor negotiations. He said it was those folks out there who brought the money back by not having time loss.

Commissioner Doherty moved to table it at this time. Commissioner Lindsay seconded. Unanimous approval.

Request to Purchase Bus Sanitizing Equipment

Katie Imes, Coordinator, The Loop

Ms. Imes said a Request for Quotes was released for sanitizing equipment with three quotes received. She outlined the reasons for recommending the AeroClave Portable Decontamination System from Creative Bus Sales for each of the three bus storage locations in the County. During the discussion, Ms. Imes said the source of funding was CAREs dollars and the portable units could be used by other departments, as well.

Commissioner Doherty moved to approve the purchase of the sanitizing equipment from Creative Bus Sales, in the amount of \$61,299. Commissioner Lindsay seconded. Discussion: Commissioner Lindsay said she wanted a breakdown of all CAREs dollars and where they've gone so the Board knows what's left, adding this body needs to be more in-tune to those expenditures. Ms. Imes said she tracks all of that each month in her department and could include that information in her quarterly reports to the Board. Commissioner Lindsay said the Public Health Department does too but it's just not coming to the Board. She continued, all the departments need to get with Finance so it can be compiled. She said she's asked in the past but hasn't seen it yet. Chair Russell said it would come forward as an agenda item in the near future. Unanimous approval.

Order No. OR-2021-11: Adopting a Fee Schedule

Darrell Green, Administrator

Mr. Green presented the semi-annual update to the Fee Schedule, referenced the pages in the Agenda Packet that spelled out the changes, and said the next scheduled update would take place January 2022. Various discussions.

Commissioner Lindsay moved to approve the update to the Morrow County Fee Schedule, effective July 28, 2021 and the accompanying Order No. OR-2021-11: In the Matter of Adopting a Fee Schedule for Morrow County. Commissioner Doherty seconded. Unanimous approval.

Building Project Updates

Sheriff Station 2 Building: Basically completed except a few lights and doors. Once completed, gravel will be added around the exterior.

Courthouse Feasibility Study, Request for Proposals: About six architect/engineering firms attended an informational meeting last Friday, either in-person or virtually. The deadline to submit a proposal is August 5th.

Morrow County Government Center Building: Street lights will be approved soon; the original choice for some of the flooring has been delayed so a very close substitution was made; drywall going up. Photos of the progress were shared by Mr. Green.

Department Reports

- The written Road Department Monthly Report was reviewed, as submitted by Eric Imes, Assistant Road Master
- The Human Resources Quarterly Report was reviewed by Lindsay Grogan, Director

- The Public Health Department Quarterly Report was reviewed by Nazario Rivera, Director
- The Weed Department Quarterly Report was reviewed by Dave Pranger, Weed Coordinator/Inspector

Correspondence

- Letter from the Town of Lexington thanking the County for the Grants to Cities funds and outlining how they were spent in previous years
- Email update on the status of the Easterday Farms Confined Animal Feeding Operations (CAFO) permit from William Matthews, Oregon Department of Agriculture, Program Manager, CAFO and Fertilizer Programs

Commissioner Reports

Reports were provided by the Commissioners.

Chair Russell said the Board would take a short break before going into Executive Session. He read the appropriate Executive Session citation and said the Board could come out of Executive Session in approximately 30-40 minutes to make a decision on the SAIF Dividend.

Break: 10:42-10:51 a.m.

10:52 a.m. Executive Session: Pursuant to ORS 192.660(2)(d) – To conduct deliberations with persons designated by the governing body to carry on labor negotiations

11:28 a.m. Closed Executive Session

11:30 a.m. Chair Russell reopened the regular portion of the meeting and said the consensus was the Board needed more clarifying information and will come back next week to take up the motion that was tabled to hear additional information to make an informed decision.

Signing of documents

Adjourned: 11:40 a.m.

AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

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

This Intergovernmental Agreement (IGA) from the State of Oregon Department of Human Services is for the financing of Community Developmental Disabilities Services for the effective dates of July 1, 2021 - June 30, 2023.

The County contracts these services and provider requirements with Community Counseling Services.

Community Counseling Solutions (CCS) needs to complete pages 92-95, that I sent over on Thursday, August 26th. If the Board of Commissioners are comfortable with executing the IGA today, then I will follow up with CCS for their portion. The IGA will be forwarded to the Department of Human Services once I have received the information from CCS.

2. FISCAL IMPACT:

Eligible claims are submitted to DHS through eXPRS are received in G/L 101-199-3-30-3625, and are dispersed through G/L 101-199-5-50-5500.

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

Motion to have the County Administrator or Chair Russell to sign IGA #169202 as presented.

Attach additional background documentation as needed.



Agreement Number 169202

**STATE OF OREGON
INTERGOVERNMENTAL GRANT AGREEMENT
FOR THE FINANCING OF
COMMUNITY DEVELOPMENTAL DISABILITIES PROGRAM 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 Intergovernmental Grant Agreement for the financing of Community Developmental Disabilities Services (the "Agreement") is between the State of Oregon, acting by and through its Oregon Department of Human Services, hereinafter referred to as "ODHS," and Morrow County, hereinafter referred to as "County" or "CDDP".

The program to be supported under this Agreement relates principally to ODHS'

**Office of Developmental Disabilities Services (ODDS)
Administration
500 Summer Street NE E-09
Salem, Oregon 97301
Agreement Administrator: Lea Ann Stutheit or delegate
Telephone: (503) 945-6675
E-mail address: leaann.stutheit@dhsaha.state.or.us**

1. Effective Date and Duration.

This Agreement, when fully executed by every party, regardless of date of execution by every party, shall become effective on the date this Agreement has been approved by the Department of Justice, or **July 1, 2021**, whichever date is later. Unless extended or terminated earlier in accordance with its terms, this Agreement shall expire on **June 30, 2023**. Agreement termination shall not extinguish or prejudice ODHS' right to enforce this Agreement with respect to any default by County that has not been cured.

2. Agreement Documents, Order of Precedence.

a. This Agreement includes the following listed exhibits and attachments which are incorporated into this Agreement:

Exhibit A:	Definitions
Exhibit B Part 1:	Operations and Administration Terms and Conditions;
Exhibit B Part 2:	Service Element Standards and Procedures;
Exhibit B Part 3:	Financial Terms and Conditions;
Exhibit C:	Special Terms and Conditions;
Exhibit D:	General Terms and Conditions;
Exhibit E:	Standard Terms and Conditions;
Exhibit F:	Federal Terms and Conditions;
Exhibit G Part 1:	Required Subcontractor Provisions;
Exhibit G Part 2:	Subcontractor Insurance Requirements;
Exhibit H Part 1:	Privacy and Security Agreement;
Exhibit H Part 2:	Third Party Information System Access Request;
Attachment #1:	Days and Hours of Operation;
Attachment #2:	Subcontractor Disclosures Report.

This Agreement constitutes the entire agreement between the parties on the subject matter in it. There are no understandings, agreements, or representations, oral or written, regarding this Agreement that are not specified herein.

b. In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence shall control. The precedence of the documents comprising this Agreement is as follows, the documents being listed from highest precedence to lowest precedence.

- (1) This Agreement without exhibits;
- (2) Exhibit F: Federal Terms and Conditions;
- (3) Exhibit H Part 1: Privacy and Security Agreement;
- (4) Exhibit H Part 2: Third Party Information System Access Request;
- (5) Exhibit E: Standard Terms and Conditions;
- (6) Exhibit A: Definitions;
- (7) Exhibit B Part 1: Operations and Administration Terms and Conditions;
- (8) Exhibit B Part 2: Service Element Standards and Procedures;
- (9) Exhibit B Part 3: Financial Terms and Conditions;
- (10) Exhibit C: Special Terms and Conditions;
- (11) Exhibit D: General Terms and Conditions;

- (12) Exhibit G Part 1: Required Subcontractor Provisions;
- (13) Exhibit G Part 2: Subcontractor Insurance Requirements;
- (14) Attachment #1: Days and Hours of Operation;
- (15) Attachment #2: Subcontractor Disclosures Report.

- c. For purposes of this Agreement, “Work” means specific work to be performed or services to be delivered by County as set forth in Exhibit B Part 2.

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

3. Signatures.

Morrow County

By:

_____	_____
Authorized Signature	Don Russell
_____	_____
Chair, Board of Commissioners	Printed Name
_____	_____
Title	September 1, 2021

	Date

State of Oregon acting by and through its Oregon Department of Human Services

By:

_____	_____
Authorized Signature	Printed Name
_____	_____
Title	Date

Approved for Legal Sufficiency:

Approved via e-mail by Wendy J Johnson	June 30, 2021
Department of Justice	Date

EXHIBIT A

Definitions

As used in this Agreement, the following words and phrases shall have the indicated meanings. Certain additional words and phrases are defined in the Service Element Standards and Procedures, in the special conditions of the Service Element Prior Authorization (SEPA), and in the Exhibit H Part 1 "Privacy and Security Agreement". When a word or phrase is defined in a particular Service Element Standards and Procedures, or special condition in the Service Element Prior Authorization, the word or phrase shall not necessarily have the ascribed meaning in any part of the Agreement other than the particular Service Element Standards and Procedures, or special condition in which it is defined.

1. **"Access"** means the ability or the means necessary to read, communicate, or otherwise use ODHS or State Data, Network and Information Systems, and Information Assets.
2. **"Allowable Costs"** means the costs determined in accordance with the provisions of 2 C.F.R. Subtitle B, with guidance at 2 C.F.R. part 200, except to the extent such costs are limited or excluded by other provisions of this Agreement, whether in the applicable Service Element Standards and Procedures, or special conditions identified in the Service Element Prior Authorization.
3. **"Career Development Plan" or "CDP"** has the meaning set forth in OAR 411-317-0000.
4. **"Case Management Entity" or "CME"** has the meaning set forth in OAR 411-317-0000.
5. **"Case Management Services"** has the meaning as set forth in OAR 411-317-0000.
6. **"CDDP Administrator"** has the meaning set forth in Exhibit C, Section 3 of this Agreement.
7. **"Claim"** has the meaning set forth in OAR 411-370-0010.
8. **"Client"** has the same meaning as Individual or Recipient, for purposes of this Agreement.
9. **"Client Prior Authorization" or "CPA"** means an authorization for a specific Individual to receive a particular Service, by an identified Provider, at a rate approved by ODHS. The CPA is submitted by County for the Provider once an Individual and the Provider have agreed to a Service. The CPA specifies:
 - a. the Service,
 - b. the Individual or Recipient,
 - c. the effective date and end date for the Services authorized in the CPA, and
 - d. the rate for the Service.
10. **"Client Record(s)"** means any Client, applicant, or participant information regardless of the media or source, collected by County in the course of completing the Work, provided through the Network and Information Systems to County, or otherwise exchanged between the parties.

11. **“CMS”** means Centers for Medicare and Medicaid Services.
12. **“Common Law Employer”** or **“CLE”** means the employer referred to in OAR 411-375-0010.
13. **“Community Developmental Disabilities Program”** or **“CDDP”** has the meaning as set forth in OAR 411-317-0000.
14. **“Community First Choice K Plan”** or **“K Plan”** has the meaning as set forth in OAR 411-317-0000.
15. **“Developmental Disability”** or **“DD”** has the meaning as set forth in OAR 411-320-0020.
16. **“Developmental Disabilities Services”** or **“DD Services”** has the meaning as set forth in OAR 411-317-0000.
17. **“Disbursement Claim”** means a document executed and delivered to ODHS by a Provider or County, either electronically in eXPRS or in hard copy, with respect to a DD Service authorized in a CPA and PPA, or POC, certifying that a unit of that DD Service was delivered by a Provider identified in the CPA and PPA, or POC, to the Individual identified in the CPA or POC, during the period specified in the CPA or POC; and requesting disbursement of funds for that unit of DD Service.
18. **“Employer”** has the meaning as set forth in OAR 411-317-0000.
19. **“Employer Resource Connections”** or **“ERC”** means the voluntary training program provided by the Oregon Home Care Commission and offered to all Individuals receiving in-home Services. ERC meets the K Plan requirement for voluntary training on how to select, manage, and dismiss attendants, and provides activities to empower and inform Individuals receiving in-home Services regarding their rights, roles, and responsibilities as employers of Personal Support Workers.
20. **“Express Payment and Reporting System”** or **“eXPRS”** means an information system for managing the disbursement and tracking of ODHS payments for the Developmental Disabilities Programs.
21. **“Federal Funds”** means all funds paid to CDDP under this Agreement that ODHS receives from an agency, instrumentality, or program of the federal government of the United States.
22. **“Full-time Equivalent”** or **“FTE”** means a unit of measure equivalent to one person working full-time. An FTE is calculated based on the CME’s work hours of a regular work week. Employees who work fewer hours than a regular work week have their hours divided by the regular full-time work week hours. An FTE of 1.0 is equivalent to full-time; an FTE of 0.5 is half of a full-time equivalent.
23. **“Functional Needs Assessment”** or **“FNA”** has the meaning as set forth in OAR 411-317-0000.
24. **“Individual”** has the meaning as set forth in OAR 411-317-0000.
25. **“Individual Support Plan”** or **“ISP”** has the meaning as set forth in OAR 411-317-0000.

26. **“Individual Support Plan Team” or “ISP Team”** means a group of people that include the Individual, the Services Coordinator or Personal Agent, when applicable the Individual’s designated representative, or others chosen by the Individual to participate in Service planning, as described in OAR 411-415-0070.
27. **“Information Asset(s)”** refers to all information provided through ODHS, regardless of the source, which requires measures for security and privacy.
28. **“Intellectual Disability” or “ID”** has the meaning as set forth in OAR 411-320-0020.
29. **“Intellectual or Developmental Disability” or “I/DD”** has the meanings as described in OAR 411-320-0020.
30. **“Level of Care” or “LOC”** has the meaning as described in OAR 411-317-0000.
31. **“Local Match”** means the opportunity for Local Government Entities, including Transit Districts, to request additional Federal Funds to recoup costs for Intellectual and Developmental Disabilities program expenditures, *exceeding allotted state funds*, in the following services: Local Match Transportation and Case Management Operations. The Local Government Entity is responsible for the local fund portion and providing the necessary documentation to ODHS for approval. If approved, the local funds will be submitted for federal match.
32. **“Medicaid”** means Federal Funds received by ODHS under Title XIX of the Social Security Act and Children’s Health Insurance Program (CHIP) Funds administered jointly with Title XIX funds as part of state medical assistance programs by ODHS.
33. **“Medicaid Fraud”** means the providing of false information to claim reimbursement for Medicaid funded services. Medicaid Fraud includes, but is not limited to, the following activities: billing for services not actually performed; billing for more expensive services than actually rendered; billing for several services that should be combined into one billing; and billing twice for the same service.
34. **“Misexpenditure”** means money, other than Overexpenditure, disbursed to County by ODHS under this Agreement and expended by County or a Subcontractor that:
 - a. Is identified by the federal government as expended contrary to applicable statutes, rules, the provisions of 2 C.F.R. Subtitle B, with guidance at 2 C.F.R. part 200, or any other authority that governs the permissible expenditure of such money, for which the federal government has requested reimbursement by the State of Oregon, whether in the form of a federal determination of improper use of Federal Funds, a federal notice of disallowance, or otherwise; or
 - b. Is expended in a manner not permitted by this Agreement, including without limitation, any money expended by County, contrary to applicable statutes, rules, OMB Circulars, or any other authority that governs the permissible expenditure of such money; or
 - c. Is expended on the delivery of a DD Service in violation of the Service Element Standards and Procedures of this Agreement with respect to that DD Service.

35. **“Network and Information System(s)”** means the ODHS and State of Oregon’s computer infrastructure which provides personal communications, Data such as Client Records; Access to other Information Assets, regional, wide area and local networks, and the interworking of various types of networks.
36. **“ODDS”** has the meaning set forth in OAR 411-317-0000.
37. **“Office of Training, Investigation and Safety”** or **“OTIS”** means the ODHS office that investigates reports of suspected abuse or neglect.
38. **“Oregon Needs Assessment”** or **“ONA”** has the meaning set forth in OAR 411-317-0000.
39. **“Overexpenditure”** means money disbursed by ODHS under this Agreement and expended by County that is in excess of the amount County is entitled to expend as determined in accordance with the funding calculation methodologies set forth in the applicable Service Element Standards and Procedures.
40. **“Personal Agent”** shall have the meaning set forth in OAR 411-317-0000.
41. **“Personal Support Worker”** or **“PSW”** has the meaning as set forth in OAR 411-317-0000.
42. **“Plan of Care”** or **“POC”** means a service authorization feature in eXPRS that is a collection of individual Provider service authorizations for an Individual with I/DD. These Service Authorizations in accepted status are required to enable the Provider of the authorized Service to successfully submit Claims for payment.
43. **“Program Area”** means the geographic area within the State of Oregon where County is contracted to provide DD Services.
44. **“Provider”** has the meaning as set forth in OAR 411-317-0000.
45. **“Provider Enrollment Application and Agreement”** or **“PEAA”** has the meaning set forth in OAR 411-370-0030.
46. **“Provider Prior Authorization”** or **“PPA”** means an authorization, either through eXPRS or by submission to ODHS of a document acceptable to ODHS, for funding awarded in the SEPA for delivery of a particular DD Service by a particular Provider, and for Provider submission of Disbursement Claims for the DD Service, that specifies:
 - a. the DD Service,
 - b. the Provider,
 - c. a period, during which the authorization may be used to support delivery of the DD Service by the Provider,
 - d. whether the PPA is an “Opt Out” PPA for those Providers that are paid through a CPA and have fluctuating amounts in a specific month; or the PPA is for a specific amount authorized to the Provider for a specified time frame. If the PPA is for an amount for a specific Provider, the total amounts authorized in the PPAs cannot exceed the total SEPA amount for that time frame for that DD Service.
47. **“Rationed Fee for Services”** or **“RFFS”** means the Case Management Entity billings paid up to the maximum monthly amount of the PPA. All Case Management Entity

billings entered that meet the criteria for a successful Claim, yet exceed the maximum monthly amount of the PPA, will suspend to be utilized for future payments up to the amount outlined in the Biennial Legislatively Approved Budget.

48. **“Recipient”** has the meaning as set forth in OAR 411-370-0010.
49. **“SEPA Adjustment”** means a document, acceptable to ODHS, presented electronically in eXPRS by County, that amends the SEPA, with respect to one or more DD Services, to reflect the new maximum amount of funding that ODHS will provide under this Agreement through eXPRS for the specified Service Element(s), as well as any new or modified special performance or other requirements.
50. **“SEPA Pass Phrase or Pass Code”** or **“SEPA Pass Phrase”** means a code used by eXPRS to verify the identity of the individual accepting the SEPA Adjustment on behalf of County.
51. **“Service”** means any one of the DD Services for Individuals listed in Exhibit B Part 2 of this Agreement provided directly by CDDP, and authorized by CDDP or Subcontractor, pursuant to this Agreement.
52. **“Service Authorization”** means an authorization by CDDP of the DD Services that CDDP is responsible to authorize according to Exhibit B Part 2, as identified in an Individual’s ISP, and entered for billing purposes into eXPRS via POC or a CPA.
53. **“Services Coordinator”** has the meaning as set forth in OAR 411-317-0000.
54. **“Service Element”** has the meaning as set forth in OAR 411-317-0000.
55. **“Service Element Prior Authorization”** or **“SEPA”** means the maximum amount of Service Element funding that ODHS will provide to County under this Agreement through eXPRS, and any Service Element associated special performance or other requirement. The SEPA is broken down by Service Element and may be amended from time to time by a SEPA Adjustment.
56. **“Service Element Standards and Procedures”** has the meaning set forth in OAR 411-370-0010.
57. **“Service Equity”** means promoting health, safety, and independence for all Individuals by adapting services and policy to eliminate discrimination and disparities in the delivery of human services.
58. **“Settlement”** means the process through which ODDS determines Underexpenditures and Overexpenditures and resolves Misexpenditures at the end of each Agreement period, upon Agreement termination or on an interim basis, if necessary, during the term of this Agreement.
59. **“Subcontract”** means a contract between the County and a third party to perform one or more of the direct Service(s) required under this Agreement. Subcontract does not include contracts for County ancillary services.
60. **“Subcontractor”** means a third party contractor that contracts with the County to perform one or more Service(s) under this Agreement and may include all CDDP functions that the County is required to perform under this Agreement.

61. **“Transmittals”** means communications that request action from, or provide policy, program, training, and other information to County. Transmittals take the form of Action Requests (AR), Information Memoranda (IM), or Policy Transmittals (PT).
62. **“Underexpenditure”** means money disbursed by ODHS under this Agreement and not expended by County that is less than the amount County is entitled to expend as determined in accordance with the funding calculation methodologies set forth in the applicable Service Element Standards and Procedures.
63. **“User”** means any individual authorized by ODHS to access Network and Information Systems and who has an assigned unique log-on identifier.
64. **“Written Materials”** means documents and forms created by CDDP or ODDS, in connection with Services being provided to the Individual.
65. **“Workload Model”** or **“WLM”** means the computation of FTE based on the Random Moment Sampling Survey (RMSS) and fixed percentages based on caseloads.

EXHIBIT B PART 1

Operations and Administration Terms and Conditions

1. CDDP Administrative Responsibilities.

In performing the Work under this Agreement:

- a. CDDP shall adhere to all Oregon Administrative Rules (OAR), Oregon Revised Statutes (ORS) and the Code of Federal Regulations (CFR) pursuant to this Agreement. CDDP shall comply with all language and requirements outlined in the Community First K Plan and waiver, including updates and amendments, or as instructed by ODDS through Transmittals. In general, Transmittals are written to provide clarification or guidance of an existing rule, statute, or CFR.

Outside of natural disasters, pandemics or circumstances that would put Individuals in service at risk, any policy and Transmittal that is written by ODDS that requires new work for a Case Management Entity (CME) will necessitate ODDS to give the CME an opportunity to provide input within specified timelines. ODDS will analyze the input for impact to workloads, making adjustments where appropriate, prior to issuing the Action Request (AR) or Policy Transmittal (PT). This excludes policies resulting from a rule change that is required by a federal or state directive, as rules and rule amendments require a fiscal analysis and are provided to the Rule Advisory Committee.

- b. CDDP shall participate in person, by phone, or video conference, in monthly CDDP program manager meetings as designated by ODDS. Meetings will be scheduled by ODHS with representatives designated by ODHS to review, clarify, and further plan the Work performed under this Agreement. These ODHS and CDDP meetings shall be scheduled at a time mutually acceptable to both parties. CDDP will ensure a representative will participate in 80% of CDDP program manager meetings for the term of this Agreement.
- c. CDDP shall participate in person, by phone, or video conference in other required, scheduled meetings. ODDS shall make reasonable efforts to schedule meetings at a time and place conducive to the greatest number of participants.
- d. CDDP management is responsible for ensuring all information provided by ODHS, during the monthly Case Management Leadership Team (manager or director) meetings, is communicated effectively and timely with all applicable CDDP staff.
- e. CDDPs must comply with ODHS requirements for the use of ODHS electronic systems utilized for information related to Individuals and Providers upon implementation and training.
- f. **Emergency Plan.** CDDP must maintain an emergency plan, policies, and procedures in accordance with OAR 411-320-0040(10) at all times that address responses to any natural disasters, pandemics, or other times when the CDDP may have to react to reducing office hours and or building closures; and that ensure

continuity of care to Individuals. CDDP must submit their emergency plan upon request for review by the ODDS Case Management Support Services Unit.

- g. Service Equity Plan.** CDDP will complete a self-assessment related to identified Service Equity priorities for Services directly provided by CDDP no later than June 30, 2022. Between July 1, 2022 and June 30, 2023, CDDP will use the results of the self-assessment to create a Service Equity Action Plan in partnership with ODDS. The identified Service Equity priority areas include, but are not limited to:

- (1) Systemic racism,
- (2) Language access,
- (3) Workforce diversity,
- (4) Data analysis and collection,
- (5) Service Access,
- (6) Community engagement, and
- (7) Identification and development of staff skills, awareness and or practices using an equity lens when providing Services.

- h.** CDDP's Service Equity self-assessment and plan may be developed in any format. ODDS will not require a specific format.

- i.** If requested, ODDS will provide technical assistance to CDDP for Service Equity assessment and plan that may include:

- (1) Self-assessment tools,
- (2) Limited trainings for CME staff, and
- (3) Providing data.

- j. Workload Model; Random Moment Sampling Survey.**

- (1) CDDP will assist ODDS in completing the Random Moment Sampling Survey (RMSS) for the computation of FTE and the fixed percentages for caseloads. ODDS will submit the FTE survey with the first RMSS in December following Agreement execution. Failure of the CDDP to complete the survey may result in a reduction of funding.
- (2) ODDS will report the maximum number of eligible Individuals the CDDP will serve at the biennium start, and as changes are made, based on the biennial Workload Model. The most recent Workload Model is attached to the SEPA for the period for the Services. Funding for CDDP FTEs is allocated within the Workload Model.

2. CDDP Assistance with Provider and Employer Enrollment, Credentials, and Payments.

- a.** CDDP shall assist any Individual who wishes to hire a Personal Support Worker (PSW) with the following:

- (1) Assist the Individual in becoming a Common Law Employer (CLE) or identifying a designated CLE and provide resources to prospective CLEs on their role. For each CLE CDDP will:

- (a) Initiate enrollment of the CLE into the Fiscal Management Agent Services (FMAS) vendor's web portal (currently referred to as "BetterOnline").
 - (b) Refer Individuals to the Employer Resource Connection contractor serving in the Program Area. If the CDDP identifies a need for ERC program services and resources, the CDDP shall refer the CLE to the ERC contractor.
 - (2) Contacts for information from Oregon Home Care Commission (OHCC).
CDDPs must comply with requests from the OHCC and its Customer Relations and Workers' Compensation Units for information regarding workers' compensation claims, PSW safety complaints, ADA accommodation requests, unemployment claims related to an individual who is the employer of PSWs, PSW late payment complaints, and PSW complaints and grievances.
 - (3) Assist the Individual in the enrollment process for PSWs by:
 - (a) Providing PSWs with a Provider Enrollment Application and Agreement (PEAA) and initiating a Criminal History Check (CHC).
 - (b) Initiating the PSW enrollment in the FMAS vendor's web portal. For each new PSW, CDDP will provide the required information to successfully enroll the PSW.
 - b. CDDP shall assist Individuals by verifying that certifications, licenses, CHCs, driver's licenses, and auto insurance are valid prior to Services being authorized for PSW Providers.
 - c. CDDP must review and approve or reject the PSW time sheet, progress note, and mileage log. CDDP must review and approve or reject PSW submitted Services Delivered billing entries accordingly. CDDPs will work with PSWs or direct PSWs to work with their CLE for suspended payment claims that are unrelated to an eligibility issue.
3. CDDP is required to submit an Out of Cycle (OOC) request for payment for PSWs, if the PSW turned in a properly completed timesheet within the dates as outlined on the approved PSW payment calendar, and the timesheet was not approved due to an administrative error on the part of the CDDP. The OOC request for payment must be submitted within one business day of the CDDP verifying that an error occurred and that it was due to an administrative error. CDDP will be invoiced for all fees incurred for OOC requests due to administrative error, including but not limited to, no more than a \$125 fee per day for initiating an OOC. ODDS will calculate the \$125 fee per day based on number of requests received for the day and invoice CDDP quarterly.
- CDDP will also be invoiced for any approved PSW Late Fees generated due to CDDP error at a rate of \$20 per day as determined through the payment complaint process. The number of days for PSW Late Fee will be calculated as follows: actual date processing occurred minus scheduled processing date equals number of late days. PSW Late Fees

will only match, and not exceed, the overall gross payment that is delayed. This cap on PSW Late Fees will not apply when a PSW experiences an additional payment occurrence within one calendar year.

In the event that a CDDP has reasonable cause to believe that a CLE or PSW is committing Medicaid Fraud, CDDP will notify ODDS Provider Administration Manager and Medicaid Fraud Unit immediately.

4. CDDP Responsibilities: Lane v. Brown et al Settlement Agreement.

CDDP shall develop a Career Development Plan (CDP), consistent with ODDS policy and administrative rules, as well as Executive Order 15-01, as part of the ISP for all Individuals of working age, including transition age Individuals, prior to their expected exit from school or within one year of an unexpected exit from school.

- a. CDDP shall submit copies of the CDP documents to ODHS upon request or cooperate with ODDS field review to verify compliance with timely development of CDPs.
- b. In the event the CDDP fails to develop a CDP for any Individual, the CDDP shall take corrective action and develop the CDP within 90 calendar days of the date the CDDP is notified by ODHS, or the CDDP self identifies the absence of a required CDP. The CDP development must meet the requirements as outlined in ODDS policy and administrative rule. These newly developed CDPs must be submitted to ODDS for a quality assurance review.
- c. If CDDP fails to respond or follow the directives as lined out in a. and b. above, a financial penalty not to exceed \$150 per identified CDP may be assessed.

5. Days and Hours of Operation; Notifications to ODDS.

- a. CDDP must provide the days and hours it will be open to the public by submitting a completed Attachment #1 to ODDS when the Agreement is signed by the CDDP. Failure by CDDP to provide this information will prevent Agreement execution by ODHS and distribution of the signed Agreement. CDDP must report any changes to the days and hours of operation to ODDS.Contracts@dhs.ohio.state.us within 24 hours of the decision.
- b. If CDDP must close or reduce its hours of operation as described in Attachment #1 for any reason, including but not limited to a loss of utilities, a pandemic or a natural disaster, CDDP must notify ODDS' Agreement Administrator by email or telephone within 24 hours of the reduction or closure. If CDDP cannot meet the deadlines to approve PSW timesheets, CDDP will notify ODDS' Provider Administration Manager immediately by email or telephone.
- c. ODDS reserves the right to reduce funding if CDDP's days or hours of operation are reduced from those identified in Attachment #1 unless the reduction in operations is the result of an overall statewide fiscal reduction due to a legislative action.

6. ODDS Administrative Responsibilities.

- a. ODDS will publish Action Requests and Policy Transmittals that have an impact on the day-to-day processes and operation of a CDDP to the Innovation and Engagement website prior to publication. Website comments will be reviewed and responses to those comments posted at the time of publication of the Transmittal. ODDS reserves the right to not respond to all individual website comments.
- b. ODDS will publish Transmittals prior to the effective date of the Transmittal when possible. There may be times due to states of emergency, pandemics, or natural disasters that Transmittals may not be published timely and may be retroactive.
- c. ODDS will provide training to the CDDP staff prior to implementing new systems. Training may be in multiple formats including, but not limited to, in person, webinars, the ODHS approved learning management system, and other media sources. In person trainings will be conducted, at a minimum, in four areas of the State.
- d. ODDS will respond to fiscal inquiries from the CDDP within five business days of receipt of a written inquiry. Fiscal inquiries must be submitted to cau.invoice@dhsosha.state.or.us.
- e. ODDS will only post results from final quality assurance reports on the ODHS website. For strategic messaging, ODDS will analyze widespread findings that lower the results for a large number of CMEs and will bring forward those findings to the Case Management Leadership Team prior to posting on the website.
- f. If a CDDP refuses to follow the rules identified in CFRs, OARs or ORSs that require the CDDP to take action necessary to assure the health and safety of Individuals enrolled in DD Services, ODDS will notify the CDDP in writing that ODDS intends to perform the functions necessary for the health and safety of the Individuals. ODHS may reduce the funding received by the CDDP to cover the costs of ODDS fulfilling the roles necessary for the needed actions.

7. Quality Assurance.

- a. ODHS's quality assurance activities include:
 - (1) Review of Case Management Services;
 - (2) Review of assessments, ISPs, and LOCs;
 - (3) Review of CDDP's Provider monitoring, complaints, and other contracted obligations; and
 - (4) Review of approved Case Management claims.

- b. CDDP shall:**
- (1) Comply with all ODHS quality assurance reviews, plans, and processes designed to monitor and ensure CDDP's timely and accurate CMS compliance.
 - (2) Follow all undisputed remediation instructions, including timelines, resulting from the quality assurance review findings.
 - (3) Make available to ODHS' quality assurance staff, upon request, Access, including a login and password, to any electronic systems or physical documentation that contains intellectual or developmental disabilities information about Individuals enrolled in Case Management Services, if allowed under federal and state law.
- c. ODHS shall:**
- (1) Notify CDDP in advance of a ODHS quality assurance review.
 - (2) Provide timely feedback to CDDP of quality assurance review findings and an opportunity for CDDP to dispute those findings prior to the final report.
 - (3) Provide technical assistance and training to CDDP in the areas identified as needing improvement by the quality assurance review. Technical assistance and training provided by ODHS will not negate necessary remediation activities by CDDP.

EXHIBIT B PART 2

Service Element Standards and Procedures

1. Provision of Services.

- a. The DD Services listed in this Section 1 and described in this Exhibit B Part 2 must be provided as described in the appropriate federal regulations, Oregon Revised Statutes, Oregon Administrative Rules, most current ODDS expenditure guidelines, and Service Element Standards and Procedures for the DD Services. Requirements for Service Elements may be found in the OARs listed below. Any additional requirements may be found in this Exhibit B Part 2. Only the DD Services listed are subject to this Agreement.
- b. Upon acceptance of the Service Element Prior Authorization (SEPA) in eXPRS, CDDP agrees to directly provide or subcontract for the DD Services. The DD Services provided by CDDPs whose costs are covered in whole or in part with the SEPA are:

	Service Name	References
(1)	Eligibility and Licensing	Chapter 411, Division 320, Service Element Standards and Procedures
(2)	Case Management Operations	Chapter 411, Divisions 415 and 320; Service Element Standards and Procedures
(3)	Abuse Investigation Services	Chapter 411, Division 320; Service Element Standards and Procedures

2. CFDA Number(s) for all Services in Exhibit B Part 2.

In accordance with the State Controller’s Oregon Accounting Manual, policy 30.40.00.102, and ODHS procedure “Contractual Governance,” ODHS’ determination is that County is a Contractor.

The Catalog of Federal Domestic Assistance (CFDA) #(s) of Federal Funds to be paid through the Agreement: 93-778.

3. Service Element Standards and Procedures Review Process.

ODHS shall update this Exhibit B Part 2 as follows:

- a. ODDS will engage with a standing group of stakeholders to review and, if needed, modify this Exhibit B Part 2. Stakeholders shall include CDDP staff and designated representatives, ODDS staff, and other parties identified by ODDS.
- b. Upon determining that an update is necessary, a draft of the document changes will be sent to the stakeholder group via e-mail for review and comment. The ODDS e-mail shall include a time, date, and conference line number or virtual meeting information for a discussion between ODHS and CDDPs regarding the draft Service Element Standards and Procedures being reviewed. ODHS will

accept comments via e-mail for 15 business days after the date of the ODDS e-mail notification of the changes.

- c. After the discussion and the deadline for receipt of any e-mail review and comments from the CDDPs, ODHS will consider any information from CDDPs when determining the final changes to this Exhibit B Part 2.
- d. Upon completion of the review process, ODHS shall follow the amendment process as outlined in Exhibit E Section 27 “Amendments; Waiver; Consent” of this Agreement to update Exhibit B Part 2.

4. Service Authorization.

CDDP must authorize Services as outlined below:

- a. All Services, regardless of service setting or unless otherwise noted, must be authorized in eXPRS or MMIS for Long-Term Community Care Nursing (LTCCN), in a manner consistent with rule, by the CDDP in which the Individual is enrolled and is receiving Case Management Services and found eligible for I/DD Services as outlined in OAR Chapter 411, Division 320. This authorization must be obtained and documented in accordance with OARs and ODHS policies and procedures.
- b. All Services must be authorized at the appropriate rate for the service setting. All Services included in the expenditure guidelines must be entered using the rates detailed in the expenditure guidelines. Rates are subject to change upon notice from ODHS.

5. Ancillary Services.

Rates are set using the most recent ODDS expenditure guidelines. Exceptions to the published rate(s) may be allowed with prior approval by ODHS. ODDS will issue a final funding memo to CDDP when the payment of invoice is approved. ODDS will process payment within 45 days in accordance with ORS 293.462.

6. Employment Services; Other Non-Residential Day Services.

- a. CDDP will assist ODHS in monitoring compliance with the following Provider special reporting requirements:
 - (1) Provider must complete such Provider assessments as requested by ODHS in a timely and accurate manner.
 - (2) Provider will report to ODHS any employment outcome related information, including but not limited to wages, earnings, and turnover data, to ODHS using forms and procedures designated by ODHS.
 - (3) Providers must at all times comply with all other legal requirements and maintain documentation evidencing compliance such as subminimum wage certificates including the US Department of Labor Section 14(c) certificate.

- b. The Individual will receive the hours of Services per week as agreed to by the Individual, his or her ISP team, and the Provider. Service hours provided to the Individual may not be lowered to accommodate any ODHS reductions in the Provider rate.

7. Supported Living.

Upon implementation of the rate table, the ODHS budget tool will no longer be needed for Individuals receiving Supported Living Services.

8. Transportation Services.

- a. Transportation Service rates are set using the expenditure guidelines or the transit providers published rate.
- b. Individuals enrolled in Transportation Local Match Services for going to or from employment services, including day support activities, are not eligible for other Transportation Services for transportation to or from employment services, including day support activities without an exception.
- c. CDDP must maintain Transportation Local Match rosters and report changes regarding Individuals eligible for Transportation Local Match to transit districts as outlined in transportation worker's guide. CDDP's failure to report these changes to the transit district will result in CDDP paying for rides provided to Individuals ineligible for Transportation Local Match.

9. Special Projects.

- a. Special Projects are a mechanism for special payments as a pass-through payment to the CDDP.
- b. All requests must be submitted to ODDS.FundingReview@dhsola.state.or.us prior to authorization.
- c. Performance requirements for Special Projects not otherwise defined in this Agreement are described below:
 - (1) A Special Project must be authorized in advance by ODDS, and the Special Project must be performed prior to ODDS releasing funding. Funding for Special Projects will be paid to the CDDP through eXPRS or direct payment.
 - (2) Terms and conditions of each Special Project will be defined in cooperation with the CDDP.
- d. All Special Project funds are subject to Settlement to confirm and reconcile any discrepancies that may have occurred between actual ODHS disbursements of funding and the amount actually delivered and invoiced at the end of the Agreement period or biennium in which they are authorized, whichever comes first.

10. Room and Board General Fund (R&B GF).

- a. Services for R&B GF are limited to those Individuals with I/DD who are not Medicaid eligible due to the Individual being undocumented but are working

towards United States citizenship. R&B GF Services assist these Individuals with room and board (R&B), personal incidental items, and as necessary, allowable medical expenditures.

b. Authorizing R&B GF Services.

- (1) Individuals must be 18 or older and concurrently receiving Residential Services or Adult Foster Home Services.
- (2) Services must be approved in advance by ODHS. CDDP must submit the following documentation when requesting R&B GF Services:
 - (a) Individual's name;
 - (b) Individual's prime number;
 - (c) Effective date of requested R&B GF Services;
 - (d) Amount of monthly funds requested;
 - (e) Information regarding Individual's citizenship status;
 - (f) Steps Individual has taken to date in obtaining citizenship;
 - (g) Steps to be taken by the Individual to obtain citizenship during the time frame requested for R&B GF Services;
 - (h) A copy of the Individual's most current Individual Support Plan (ISP), if funding for medical expenditures is requested;
 - (i) A methodology for calculating the funds for medical expenditures, if applicable;
 - (j) Documentation that the Individual has been denied Citizen Alien Waived Emergent Medical (CAWEM) and Oregon Health Plan (OHP) insurance coverage.
- (3) An Individual cannot receive R&B GF medical expenditure funding if the Individual is receiving OHP or CAWEM benefits unless the ISP team determines that the Individual's medical needs exceed what is covered CAWEM benefits and requests an exception.
- (4) If the Individual has been approved to receive R&B GF medical expenditure funding and has been approved for CAWEM, CAWEM must be used for any medical expenditure covered by CAWEM. CAWEM coverage is limited to emergency medical services only.
- (5) R&B GF funds may be used for an Individual in a medical emergency even though the emergency situation is not included in the ISP. For purposes of this Exhibit B Part 2, an emergency situation is defined as a sudden onset of a medical condition manifesting itself by acute symptoms of sufficient severity (including severe pain) such that the absence of immediate medical attention could reasonably be expected to result in placing the Individual's health in serious jeopardy, serious impairment to bodily functions, or serious dysfunction of any bodily organ or part.
- (6) The following medical services are not authorized under R&B GF Services:
 - (a) Routine dental care and diagnostic testing such as annual or semi-annual cleanings, fillings, root canals and routine x-rays.

- (b) Routine eye exams, diagnostic testing, contacts, glasses, and lenses.
- (7) R&B GF authorizations may not exceed 12 months. If requesting a renewal, CDDP must submit:
 - (a) Updated information about the status of the Individual's citizenship;
 - (b) Steps the Individual has taken towards citizenship since the last update;
 - (c) Steps to be taken by the Individual to obtain citizenship during the requested timeframe for renewed R&B GF Services; and
 - (d) Updated documentation on CAWEM and OHP eligibility.

c. Rate Setting for R&B GF Services.

- (1) The funds awarded for R&B GF Services for R&B and personal incidentals are equivalent to the anticipated federal Supplemental Security Income (SSI) as defined in Code of Federal Regulations (CFR) Part 416.101 – 416.121, 416.401 – 416.435 and 416.501 - 416.665, and the Oregon Supplemental Income Program (OSIP) Manual under “Room and Board and Personal Needs Standards”. Monthly rates are subject to change to reflect federal cost-of-living or other ODHS approved adjustments. These monthly rate changes do not require a request by CDDP and approval from ODHS. Any monthly rate adjustments resulting from these changes will be added by ODHS to awards ODHS authorized for Individuals receiving R&B GF Services.
- (2) R&B GF funds must be used for “current maintenance” costs incurred by an Individual receiving R&B GF Services, as defined in the above-referenced CFRs, the OSIP Manual, and as outlined in this Exhibit B Part 2. Current maintenance includes the room and board fees charged by the Provider to the Individual and costs incurred for clothing, medical care authorized by ODHS, and personal comfort care for the Individual, whether provided directly by, or facilitated by, the Provider of the R&B GF Services.
- (3) R&B GF funds used for an Individual's medical expenses must only be for necessary medical expenditures for the Individual up to the amount authorized by ODHS.

d. Disbursement of R&B GF Service Funds.

- (1) A SEPA will be created for the total amount of the R&B GF Service allowed for the Individual prior to Services being rendered.
- (2) R&B GF funds are disbursed through a PPA in eXPRS to the CDDP.
- (3) R&B and personal incidental funds are disbursed at the beginning of each Service month through a ODHS created 12-month PPA. CDDP must remit payment to the Provider after receiving disbursement.

- (4) Medical Expenditures are disbursed at the beginning of a service period through an ODHS created three-month PPA. CDDP must remit payment to the Provider after receiving disbursement. If ODHS has paid to CDDP, through the release of the PPA funding, more R&B GF medical expenditure funds than reported by the Provider and submitted by CDDP, ODHS will stop releasing funds for R&B GF medical expenditures until the balance due CDDP for R&B GF medical expenditures is no less than one month of the allocated PPA funding. If a Provider's monthly medical expenditure report shows the Provider needs additional medical expenditure funds to cover future medical costs for an Individual, and the additional funds and medical expenditures are within the Individual's ODHS authorized funding, then ODHS will release the additional funding up to, but not to exceed, the SEPA amount.

e. Special Provisions of R&B GF Services.

- (1) Medical expenditure funding for an Individual for R&B GF Services paid to a Provider via CDDP may only be carried over into future months within the same biennium. When medical expenditure funding carry-over occurs, the next monthly payment to CDDP for the Individual will be reduced by ODHS by the amount carried over from the previous months. CDDP may not carry over funding of R&B GF Services for medical expenditures into the next biennium. The medical expenditure funding must be returned to ODHS immediately upon request by ODHS, or within 45 calendar days of the end of the biennium in which the funds were paid, whichever date is sooner.
- (2) CDDP shall notify ODHS within 14 calendar days if the Individual's circumstances change and the Individual is no longer eligible for R&B GF Services.
- (3) ODHS may request at any time other information regarding the use of R&B GF Services or the justification of such Services. CDDP must respond to any request within 10 business days.
- (4) CDDP must submit to ODHS quarterly, paid Provider invoices for R&B and personal incidental expenditures. Provider invoices must reflect that the Individual received the R&B GF Services during the time period covered by the invoices. If paid Provider invoices are not received by ODHS, the R&B and personal incidental funds paid to Provider, and not supported by paid Provider invoices, must be recovered by CDDP and CDDP must then return this R&B GF funding to ODHS.
- (5) For Medical Expenditures:
 - (a) Providers shall report to CDDP the allowable medical expenditures each month on a ODHS prescribed form. This monthly report will serve as the Provider invoice for medical expenditures for R&B GF Services. This monthly medical expenditure report must include the following, at minimum:

- i. Individual's name;
 - ii. Individual's prime number;
 - iii. Month or timeframe for the reported R&B GF Services;
 - iv. Provider's name and eXPRS Provider number;
 - v. Description of each medical expenditure listed separately;
 - vi. Amount of each medical expenditure;
 - vii. Name of entity providing the R&B GF Service, such as the name of pharmacy, doctor, or therapist; and
 - viii. Actual date of R&B GF Service, not the date the Service was paid for by the Provider.
- (b) Provider must submit a monthly medical expenditure report to the CDDP within 14 calendar days of the end of each month R&B GF Services were provided. The Provider medical expenditure report for the last month in the biennium must be submitted to CDDP within 14 calendar days of the end of each biennium.
 - (c) CDDP shall submit for payment the Provider's monthly medical expenditure report on a form prescribed by ODHS no later than 45 calendar days from the end of the month in which R&B GF Services were provided. ODHS will review this report for accuracy and adherence to this Exhibit B Part 2. CDDP will be notified of any non-allowable expense and will be required to recoup the funding from the Provider. CDDP will remit to ODHS the recouped funding within 45 calendar days of recoupment.
- f. ODHS reserves the right to end R&B GF Services with proper notice to the Individual, Provider and CDDP.
 - g. All R&B GF funds are subject to Settlement to confirm and reconcile any discrepancies that may have occurred between actual ODHS disbursements of funding and the amount actually delivered and invoiced at the end of the Agreement period or biennium in which they are authorized, whichever comes first.
 - h. All invoices must be submitted to cau.invoice@dhsosha.state.or.us.

11. Eligibility and Licensing.

- a. Eligibility and Licensing encompasses the activities related to determination of Eligibility of Individuals under OAR Chapter 411, Division 320 and assisting in the licensing of Adult Foster Homes under OAR Chapter 411, Division 360; and assistance in certifying Child Foster Homes under OAR Chapter 411, Division 346, unless otherwise exempt under Oregon law.
- b. **Standards and Procedures not identified in rule.**
 - (1) Special Reporting Requirements
 - (a) Upon ODHS' written request, CDDP will provide data and information relative to the implementation of Eligibility and

Licensing Services within the time specified by ODHS in its request to CDDP.

- (b) CDDP must ensure applications, determinations and reason for decision is documented in eXPRS as outlined in OAR 411-320-0080. Upon request from ODHS, the CDDP must complete the eligibility tracking document and provide a response within 30 calendar days of request.
- (2) Billing and Payment Procedures
- (a) ODHS will provide CDDP with funding for Eligibility and Licensing Services by entering a Service Element Prior Authorization (SEPA) and Provider Prior Authorization (PPA) based on the approved CDDP Workload Model or its funding level for FTE staff.
 - (b) ODHS will disburse funding for Eligibility and Licensing Services for a specified period of time equal to the monthly amount set forth in the accepted SEPA and approved in the PPA, as such amounts may be updated from time to time. Any recovery of funding will be done as outlined in Exhibit B Part 3 of this Agreement.
- (3) CDDP, as a Provider of Eligibility and Licensing Services that are funded by ODHS, must:
- (a) Employ an identified individual as an Eligibility Specialist, as defined in OAR 411-320-0020 (14), and meet qualifications outlined in OAR 411-320-0030 (5)(d), to perform the duties outlined in OAR 411-320-0030 (9)(b) and OAR 411-415-0050; or have an agreement with another CDDP to perform eligibility determination for the CDDP receiving the Eligibility and Licensing funding. If there is an agreement with another CDDP to perform eligibility determinations, the agreement must include the provision of Eligibility and Licensing Services in that CDDP's Program Area.
 - (b) Employ an identified individual as a Licensor who meets qualifications indicated in OAR 411-320-0030 (5)(g) and performs the duties outlined in OAR 411-320-0030 (9)(e); or have an agreement with another CDDP to perform foster care licensing and certification for the CDDP receiving the Eligibility and Licensing funding. If there is an agreement with another CDDP to perform foster care licensing and certification, the agreement must include the provision of Eligibility and Licensing Services in that CDDP's Program Area.
 - (c) Employ sufficient staff to perform the eligibility determinations and licensing duties within required timelines for its own CDDP and the CDDP with whom it is subcontracting if performing these duties for another county.

- (d) Use ODHS approved systems, forms, and procedures for eligibility determination services.
- (e) Inform ODHS' Office of Developmental Disabilities Services (ODDS) of the name(s) of the CDDP's designated Eligibility Specialist(s) and notify ODDS if the CDDP assigns a new Eligibility Specialist.
- (f) Will determine an Individual's eligibility for Services within the time frames identified by ODHS in OAR 411-415-0030 and OAR 411-320-0080.
- (g) Ensure that an Eligibility Specialist (ES), or the ES processor with the appropriate training and eXPRS user role, completes the appropriate eligibility paperwork and intake screens in eXPRS.
- (h) Complete the eXPRS eligibility within ten business days of any eligibility determination or change.
- (i) Complete the supplemental LOC assessment through the Oregon Needs Assessment, in compliance with OAR 411-415-0060.

12. Case Management Operations.

- a. Case Management Operations encompass the activities related to the general administration and management of a Community Developmental Disabilities Program (CDDP). These activities include, but are not limited to, ensuring that all CDDP staff receive necessary training, that all services offered by the CDDP are understood by staff, as well as the rules that govern those services, and that all staff comply with OAR Chapter 411, Division 320 as it describes the requirements of CDDP staff.
- b. Case Management Services are delivered to Individuals who are eligible for Intellectual and or Developmental Disabilities Services (I/DD Services) funded by ODHS in an identified Program Area.
- c. **General Performance Requirements.**
 - (1) For each eligible Individual receiving Case Management Services, the CDDP shall create and submit a Client Prior Authorization (CPA) in eXPRS for Case Management Services within five business days of the CDDP's determination that the Individual is eligible for Case Management Services. Updates or changes to an Individual's eligibility or service period for Case Management Services must be reflected in the Individual's CPA within five business days of the CDDP's receipt of notification of change. The Case Management CPAs that are submitted successfully by the CDDP and are accepted through eXPRS will serve as the CDDP enrollment roster for Case Management Services.
 - (2) Providers of Case Management Services funded by ODHS shall:
 - (a) Comply with the requirements of OAR Chapter 411 Division 320 "Community Developmental Disabilities Program" and Division

415 “Case Management Services for Individuals with Intellectual or Developmental Disabilities”, as such rules may be revised from time to time.

- (b) Complete annual plan entry into eXPRS for any Plan of Care Services under the guidelines identified in OAR 411-415-0070 “Service Planning”. Failure to follow the guidelines identified may result in payment withholding for services rendered or other actions as deemed appropriate by ODHS.
- (c) Develop, maintain, and effectively implement systems and procedures for the timely and accurate documentation of Case Management Services.
- (d) Comply with all ODHS requirements designed to assure the timely and accurate enrollment, Service Authorization, and service payment for Individuals receiving Case Management Services.
- (e) Ensure that all Claims billed are for activities that meet ODHS guidelines for Case Management.
- (f) Ensure each Individual receiving Case Management Services is eligible for DD Services, with eligibility determined in accordance with OAR Chapter 411, Division 320, as such rules may be revised from time to time.
- (g) Complete and submit Case Management Service eligibility or enrollment information via established methods, and update forms following instructions and using forms(s) or method(s) designated by ODHS. Failure to submit the Case Management Service eligibility or enrollment form may delay the approval of the service authorization for Case Management Services.
- (h) Ensure that all Oregon Administrative Rules and ODHS policies, procedures, and Transmittals are complied with and that CDDP staff provide Case Management Operations in compliance with Exhibit B Part 2 of this Agreement.

d. Special Reporting Requirements.

- (1) Upon the written request of ODHS, the CDDP shall supply data and information relative to the implementation of Case Management Services within 14 business days of request, unless otherwise mutually agreed upon.
- (2) CDDP shall respond to ODHS staff inquiries or written requests for additional information within five business days of a request pertaining to a complaint or administrative hearing to include, but not be limited to, eligibility or service complaints and hearings.

- (3) Upon reasonable notice, CDDP staff shall cooperate in any administrative hearing as a witness at any stage of the hearing or any other legal matters arising from their role including, but not limited to, eligibility or service complaints.

e. Funding for Case Management Services.

- (1) Case Management funding is based upon the amount of qualified billable RFFS Claims submitted by the Provider of Case Management Services, up to the monthly amount authorized by the CDDP's Case Management service authorization.
- (2) Case Management funding is paid to the CDDP after the Claims processing cycle on the 15th of the month based on Title XIX eligible Claims cleared since the first of the month. Title XIX eligible Claims made for the previous month(s) that have cleared but have not previously been paid, will also be processed for payment at this time up to the monthly authorized amount. General fund Claims submitted for the time period between the 1st of the month and the 15th of the month will be held until the next monthly Claims processing cycle described in 12.e.(3) of this Exhibit B Part 2.
- (3) Case Management funding is paid to CDDP after the Claims processing cycle on the last day of the month based on:
 - (a) If any funds remain or are available in the monthly authorized amount;
 - (b) Title XIX eligible Claims cleared since the 15th will be processed and paid first;
 - (c) Title XIX eligible Claims cleared but not yet paid for the previous month(s) will be processed and paid second up to the maximum monthly authorized amount;
 - (d) If any funds remain or are available for the month after payment of the Title XIX eligible Claims, general fund Claims that have cleared that month will be processed and paid third; and
 - (e) General fund Claims cleared but not yet paid for the previous month(s) will be processed and paid fourth until the monthly authorized amount is exhausted.
- (4) ODHS is not obligated to provide funding for any Case Management Services that are not properly documented in Individual case files, or are not properly reported through eXPRS within 12 months of the Case Management Service, and by the date 60 calendar days after the earlier of expiration or termination of the Agreement; termination of ODHS' obligation to provide funding for Case Management Services; or termination of CDDP's obligation to include the Program Area in which the Case Management Services are provided.

- (5) Provider of Case Management Services shall resolve all Provider Liability Accounts (PLA) as shown in eXPRS relating to Case Management Services, by ensuring the PLA ending balance is zero, within 60 calendar days after the earlier of expiration or termination of the Agreement with ODHS; termination of ODHS' obligation to provide funding for Case Management Services; or termination of CDDPs obligation to include the Program Area in which the Case Management Services are provided.
- (6) Each Individual receiving Case Management Services must have an active, accepted CPA within eXPRS for the period the Case Management Services are provided to the Individual in order for Provider to submit a qualifying Claim.
- (7) For each unit of Case Management Services reported in eXPRS as delivered to an Individual, a qualifying billable Case Management Service must have been delivered to the Individual and sufficiently documented in progress notes within the Individual's file. ODHS will not provide funding for more than one billable Case Management Service or unit per Individual per day. CDDP will void or back out any submitted claims that are determined not to meet Case Management Services.

13. Abuse Investigation Services.

- a. Abuse Investigation Services for adults include responding to abuse allegations, accessing protective services in coordination with Case Management Entities, and assuring that the abuse allegations are appropriately investigated and reported. CDDP must operate a Community Developmental Disabilities Program, or have a service agreement with another CDDP, to perform abuse investigation activities. The abuse investigator specialist serves as the "designee" of ODHS under ORS 430.731, 430.735 to 430.765.
- b. **General Performance Requirements.**
 - (1) When providing Abuse Investigation Services for ODHS, CDDP will:
 - (a) Comply with OAR Chapter 411, Division 320 "Community Developmental Disabilities Program", as such rules may be revised from time to time.
 - (b) Comply with ORS 430 and OAR Chapter 407, Division 045 "Office of Training, Investigations and Safety "(OTIS), as such statutes and rules may be revised from time to time.
 - (c) Comply with ODHS policies and procedures and ODHS Transmittals requesting action or providing policy information.
 - (2) CDDP must employ individuals as abuse investigators or have an agreement with an identified CDDP or Subcontractor, to perform abuse investigation activities which include the provision of Abuse Investigation Services in a Program Area and who will be referred to as the "Abuse Investigator".

- (3) CDDP or Subcontractor shall employ, provide training, and require attendance to mandatory training for Abuse Investigators indicated in the Workload Model for Abuse Investigation Services within the funding allotted.
- (4) Abuse Investigators must use a State approved information system, forms, and procedures for acting on mandatory abuse reports, assessing protective services, and conducting investigations for documentation of findings regarding abuse allegations.
- (5) Abuse Investigators must complete the abuse investigation duties within the timelines outlined in rule. Any variance to the investigation rules in OAR Chapter 407, Division 45 "Office of Training, Investigations and Safety" must be reviewed and approved by OTIS.
- (6) Abuse Investigators must participate in quarterly meetings held by OTIS.
- (7) Upon reasonable notice, Abuse Investigators must participate in a contested case matter, including as a witness, at any stage of the hearing or any other legal matters arising from their role.
- (8) Abuse Investigators must participate in the county multidisciplinary team relative to ORS 430.739 "County multidisciplinary teams; protocols; reports" and provide any requested data and information needed to comply with ORS 403.739 and OAR Chapter 407, Division 45.
- (9) Per ORS 430.731(3) a person employed by a CDDP as a case manager may not serve as the lead investigator of an allegation of abuse of a person with a developmental disability.
- (10) A CDDP may identify a back-up Abuse Investigator who is also a case manager or Services Coordinator. Back-up Abuse Investigators must complete the Investigator Core Competencies training as delivered by OTIS. A back-up Abuse Investigator may be used in a situation where the primary Abuse Investigator is absent or temporarily unavailable. If a case manager is the back-up Abuse Investigator, the case manager cannot serve as the investigator for an allegation involving an adult they case manage.
- (11) In circumstances where a CDDP may have a potential conflict of interest, OTIS should be consulted as prescribed in OAR Chapter 407, Division 45. A conflict of interest is limited to cases where a CDDP employee is the accused person, there is a familial relationship to the investigator, or the allegation is a highly sensitive issue requiring outside investigation.
 - (a) The Abuse Investigator must consult with OTIS to confirm the conflict of interest and then coordinate the out of CDDP investigation with the assigned OTIS special investigator.
 - (b) OTIS, in consultation with the Abuse Investigator, will determine if there is an actual or potential conflict of interest that cannot be remedied through assignment to another abuse investigation provider.

- (c) OTIS will provide a written response regarding the outcome of the formal request to the original investigator within 24 hours.

c. Special Reporting Requirements.

Upon ODHS’ written request, a CDDP will provide data and information relative to the implementation of Abuse Investigation Services within the time specified by ODHS in its request to CDDP.

d. Billing and Payment Procedures.

- (1) ODHS will provide CDDP with funding for Abuse Investigation Services by entering a Service Element Prior Authorization (SEPA) and Provider Prior Authorization (PPA) based on the approved CDDP Workload Model or its funding level for FTE staff.
- (2) ODHS will disburse funding for Abuse Investigation Services, for a specified period of time, in an amount equal to the monthly amount set forth in the accepted SEPA and approved in the PPA, as such amounts may be updated from time to time, subject to the following:
 - (a) If CDDP fails to deliver Abuse Investigation Services for part of a month, the funding for Abuse Investigation Services for that month will be prorated and ODHS may reduce future disbursements of Abuse Investigation funds accordingly.
 - (b) If requested by ODHS, CDDP shall also accept an appropriate SEPA Adjustment to amend funding for Abuse Investigation Services as a result of a CDDP’s failure to deliver the Abuse Investigation Services for a full month.

14. Centralized Abuse Management System Procedures.

- a. CDDP must record all serious incidents, complaints of abuse, death reviews, and abuse investigations in the ODHS approved Centralized Abuse Management (CAM) System.

b. Abuse Data Measures.

#	Metric	Metric Explanation
(1)	Timeliness of First Contact	Abuse investigations meeting applicable response times according to OAR.
(2)	Investigation Cycle Time	Number of days from opening an investigation to the date the investigation is closed.
(4)	Screening Timelines	Allegations screened in compliance with OAR timelines.
(5)	Caseload Ratio	Number of investigations opened per abuse investigator.

(6)	Re-abuse Rates	Number of victims with multiple substantiations of abuse.
(7)	Core Competency Training	Number of new investigators who complete Core Competency Training within 6 months of hire.
(8)	Annual Training Hours	Number of abuse investigators who complete 20 hours of annual training.
(9)	Serious Incidents and Investigations	Number of investigations with related serious incidents.

c. Serious Incident Measures.

#	Metric	Metric Explanation
(1)	Serious Incidents Entered	Number of serious incidents meeting applicable entry timelines.
(2)	Serious Incidents Closed	Number of serious incidents meeting closure timelines.
(3)	Serious Incident Recommended Actions	Number of serious incidents recommended actions with documented outcome.
(4)	Serious Incident Types	Number of serious incidents reported.

d. ODHS in coordination with CDDP will gather baseline data and establish appropriate compliance targets for the identified measures.

e. CDDP will be responsible for gathering data, outlining patterns and trends, and reporting on compliance within the agreed upon measures.

f. At a minimum, CDDP will submit quarterly data reports on an approved ODHS template.

g. The quarterly data reports and the trend reports described below will be provided to IncidentMgmt.TechAssistance@dhsosha.state.or.us .

h. ODDS will outline the reporting timelines for the CDDP:

i. Quarterly Trend Reports.

- (1) A comparison of actual trend results versus trend targets for the current period and at least the two previous periods.
- (2) A proposed action plan for each measure not in compliance with the agreed upon compliance targets.
- (3) An action plan will include:
 - (a) An analysis/statement of the root causes/reasons for not meeting the compliance targets.

- (b) A description of solutions identified and recommended by the CDDP in order to meet the agreed measures.
- (c) A timeframe for implementing the solutions.

EXHIBIT B PART 3

Financial Terms and Conditions

1. Disbursement of Payments.

- a. Disbursement Generally.** Subject to the conditions precedent to disbursement set forth in subsection c. below, ODHS shall disburse the payments described in the SEPA to CDDP and or Subcontractors in accordance with the procedures set forth in this Section 1 and, as applicable, in Exhibit B Part 2 “Service Element Standards and Procedures”. Disbursement procedures may vary by DD Service.
- If County subcontracts any or all Service(s) covered under this Agreement, County must forward all funds related to the Services subcontracted to Subcontractor within ten business days of receipt from ODDS. If the entire CDDP program is subcontracted County cannot retain any of the funding.
- b. Disbursements Remain Subject to Recovery.** All disbursements of funds to CDDP and or Subcontractors under this Agreement remain subject to recovery from CDDP, in accordance with Section 7 below, as a Misexpenditure.
- c. Conditions Precedent to Disbursement.** ODHS’ obligation to disburse payments to CDDP and or Subcontractors under this Agreement is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:
- (1) No CDDP default as described in Exhibit E “Standard Terms and Conditions” has occurred.
 - (2) CDDP’s representations and warranties set forth in Section 4 “Representations and Warranties” of Exhibit E “Standard Terms and Conditions” are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.

2. Use of Funding.

- a.** CDDP shall use all funds disbursed to CDDP under this Agreement solely to cover actual Allowable Costs reasonably and necessarily incurred to deliver DD Services during the term of this Agreement. Depositing these contracted funds into a single pool, making one dollar indistinguishable from another, is prohibited and subject to audit. However, CDDP may deposit funds from different sources, including the funds from ODHS, into a single account if the different funding streams are accounted for and trackable, sometimes referred to as “braiding.”
- b.** CDDP shall not use the funds for indirect costs defined in 2 CFR 200.56 in excess of a federally-approved Negotiated Indirect Cost Rate, or in excess of ten percent (10%) if CDDP does not have a federally approved Negotiated Indirect Cost Rate. If the CME was issued an approved Negotiated Indirect Cost Rate with CMS proof of this rate must be submitted. No documentation is required to justify the 10% de minimis indirect cost rate. However, costs must be consistently charged as either indirect or direct costs, but may not be double charged or inconsistently charged as both.

3. Effect of Amendments Reducing Funding.

- a. If CDDP and ODHS amend the SEPA to reduce the amount of funding awarded for a particular DD Service, CDDP is not required by this Agreement to utilize other CDDP funds to replace the funds no longer received under this Agreement as a result of the amendment and CDDP may, from and after the date of the SEPA, reduce the quantity of that DD Service included in its CDDP commensurate with the amount of the reduction in funds awarded for that DD Service.
- b. If a CDDP receives Local Match funding to recoup the reduced funding, DD Services may not be reduced. Nothing in the preceding sentence shall affect CDDP's obligations under this Agreement with respect to payments disbursed by ODHS under this Agreement or with respect to DD Services delivered.

4. Audit Requirements.

- a. ~~CDDP, or a~~ CDDP operated by a non-county Subcontractor, is required to submit to ODHS an Audit within 120 calendar days of the end of the previous fiscal or biennial period. Audits must:
 - (1) Cover the entire previous fiscal or biennial period and include all federal and state funds provided to CDDP as part of this Agreement.
 - (2) Must be submitted directly to ODDS.Contracts@dhsosha.state.or.us by the auditing agency or a Certified Public Accountant (CPA).
- b. Failure to submit a proper Audit within 120 calendar days of the end of the previous fiscal or biennial period may result with ODHS withholding further funding to CDDP until Audit is submitted to ODHS. ODHS may allow for one 60-calendar day extension to this if the CDDP can document due diligence in attempting to meet the requirements of this subsection prior to the end of the 120-calendar day period.

5. Carryover.

- a. Funds received by CDDP for the Service Elements Eligibility and Licensing and Abuse Investigations that remain available at the close of a State fiscal year or a biennium, may be retained by CDDP upon ODHS review and approval ("Carryover"). The amount or percentage of funding to be retained by CDDP shall be determined by ODHS. Any amount of Carryover funds authorized by ODHS is to be used by CDDP in support of DD Services provided to Individuals as approved by ODHS and may not be co-mingled with other County programs or departments.
- b. Carryover funds retained from a previous biennium must be reported to ODHS to the cau.invoice@dhsosha.state.or.us email using the form provided by ODHS. The report must include the following:
 - (1) Amount of awarded funds or other compensation paid directly to the CDDP under this Agreement.

- (2) A written description of how the Carryover funds will be used by CDDP to increase DD Services or cover costs of DD Services under the same Service Element for which the funds were awarded to CDDP in the previous biennium.

6. Process for Settlement.

CDDP shall cooperate with ODHS during the biennial, or any interim, Settlement process for those DD Services where funds are paid directly to CDDP or as defined in Exhibit B Part 2 of this Agreement.

- a. ODHS will analyze the ODHS paid versus CDDP expended funds, for each DD Service funded under this Agreement directly to CDDP, for the timeframe of the Settlement process. Upon completion of the ODHS analysis, ODHS will notify CDDP via an e-mail addressed to the CDDP Administrator of the results of its Settlement process (“Settlement Notification”). The Settlement Notification will include the following:
 - (1) Settlement Cover Letter, and
 - (2) Initial Settlement Report.
- b. CDDP shall have 90 calendar days from the date of the Settlement Notification to respond with corrections, additional information, or acceptance of the Settlement amount as presented by ODHS.
- c. CDDP shall submit any additional information or corrections on the spreadsheet provided in the Initial Settlement Report per the instructions in the Settlement packet, as well as any documentation needed to support a disputed amount (the “Response File”).
- d. ODHS shall review and respond to CDDP’s Response File within 120 calendar days of receipt of the Response File. ODHS shall clearly identify in a revised Settlement Notification, emailed to the CDDP Administrator, which items ODHS has accepted or denied.
- e. Any additional backup documentation provided by CDDP is subject to 42 CFR §447.45 Medicaid Claims which allows Medicaid match for new Claims if paid within 12 months from date of Service and seven quarters plus current quarter for corrections to existing Claims.
- f. If ODHS and CDDP continue to disagree as to the Settlement amount, the parties may agree to further appropriate dispute resolution processes, subject to Exhibit E Section 20 “Resolution of Disputes” of this Agreement.
- g. The final Settlement Notification sent by ODHS to CDDP shall indicate the amount and the expected date of payment to ODHS by way of a check from CDDP or recovery through future payments in the manner described in this Exhibit B Part 3. If funds are to be paid to CDDP, the final Settlement Notification shall indicate the amount and the expected date of payment by check from ODHS. Any disputes to the final Settlement Notification shall be resolved through the appeals processes as outlined in this Exhibit B Part 3.

7. Recovery of Funding for Misexpenditure.

- a. If ODHS identifies a Misexpenditure of moneys disbursed to CDDP under this Agreement, ODHS shall provide CDDP by e-mail with written notice thereof and ODHS and CDDP shall engage in the process described in subsection 7.b. below.
- b. From the date of the notice of Misexpenditure, CDDP shall have the lesser of (1) 60 calendar days, or (2) if a Misexpenditure relates to a federal government request for reimbursement, 30 calendar days fewer than the number of days (if any) that ODHS has to appeal a final written decision from the federal government, to either:
 - (1) Make a payment to ODHS of the full amount of the noticed Misexpenditure identified by ODHS; or
 - (2) Notify ODHS that CDDP wants to repay the amount of the noticed Misexpenditure from future payments pursuant to subsection 7.d. below; or
 - (3) Notify ODHS that it wants to engage in the applicable appeal process set forth in subsection 7.c. below.

c. Appeal Process for Misexpenditure.

If CDDP notifies ODHS that it wants to engage in an appeal process with respect to a noticed Misexpenditure, the parties shall comply with the following procedures, as applicable.

(1) Appeal from ODHS-Identified Misexpenditure.

If ODHS' notice of Misexpenditure is based on a Misexpenditure solely of the type described in Section 34 b. or c. of Exhibit A "Definitions", CDDP and ODHS shall engage in the process described in this subsection to resolve a dispute regarding the noticed Misexpenditure.

- (a) CDDP and ODHS shall engage in non-binding discussions to give CDDP an opportunity to present reasons why it claims that there is no Misexpenditure or that the amount of the Misexpenditure is different than the amount identified by ODHS; and to give ODHS the opportunity to reconsider its notice of recovery.
- (b) CDDP and ODHS may negotiate an appropriate apportionment of responsibility for the recovery of a Misexpenditure. At CDDP's request, ODHS will meet and negotiate with the CDDP in good faith concerning appropriate apportionment of responsibility for recovery of a Misexpenditure. In determining an appropriate apportionment of responsibility, CDDP and ODHS may consider any relevant factors. An example of a relevant factor is the extent to which either party contributed to an interpretation of a statute, regulation or rule prior to the expenditure that was officially reinterpreted after the expenditure.

- (c) If ODHS and CDDP reach agreement on an amount owed to ODHS, CDDP shall, promptly repay that amount to ODHS by issuing payment to ODHS or direct ODHS to withhold future payments pursuant to subsection 7 d. below.
 - (d) If ODHS and CDDP continue to disagree as to whether there has been a Misexpenditure or as to the amount owed, the parties may agree to further appropriate dispute resolution processes, including, subject to Department of Justice and CDDP Counsel approval, binding arbitration.
- (2) Appeal from Federal-Identified Misexpenditure.
- (a) If ODHS' notice of Misexpenditure is based on a Misexpenditure of the type described in Section 34 a. of Exhibit A "Definitions" and the relevant federal agency provides a process either by statute or administrative rule to appeal the determination of improper use of Federal Funds, the notice of disallowance or other federal identification of improper use of funds, and if the disallowance is not based on a federal or state court judgment founded in allegations of Medicaid Fraud or abuse, then CDDP may, prior to 30 calendar days prior to the applicable federal appeals deadline, request that ODHS appeal the determination of improper use, notice of disallowance, or other federal identification of improper use of funds, in accordance with the process established or adopted by the federal agency.
 - (b) If CDDP so requests that ODHS appeal the determination of improper use of Federal Funds, federal notice of disallowance, or other federal identification of improper use of funds, the amount in controversy shall, at the option of CDDP, be retained by CDDP or returned to ODHS pending the final federal decision resulting from the initial appeal.
 - (c) If CDDP does request, prior to the deadline set forth in (2) (a) above, that ODHS appeal, ODHS shall appeal the determination of improper use, notice of disallowance or other federal identification of improper use of funds in accordance with the established process and shall pursue the appeal until a decision is issued by the Departmental Grant Appeals Board of the Department of Health and Human Services (the "Grant Appeals Board") pursuant to the process for appeal set forth in 45 C.F.R. Subtitle A, Part 16, or an equivalent decision is issued under the appeal process established or adopted by the federal agency. CDDP and ODHS shall cooperate with each other in pursuing the appeal.
 - (d) If the Grant Appeals Board or its equivalent denies the appeal, then either CDDP, ODHS, or both may, in their discretion, pursue further appeals. Regardless of any further appeals, within 90 calendar days of the date the federal decision resulting from the

initial appeal is final, CDDP shall repay to ODHS the amount of the noticed Misexpenditure (reduced, if at all, as a result of the appeal) by issuing payment to ODHS or by directing ODHS to withhold future payments pursuant to subsection 7 d. below. To the extent that CDDP retained any of the amounts in controversy while the appeal was pending, CDDP shall pay to ODHS the interest, if any, charged by the federal government on such amount.

- (e) If the relevant federal agency does not provide a process either by statute or administrative rule to appeal the determination of improper use of Federal Funds, the notice of disallowance or other federal identification of improper use of funds or CDDP does not request that ODHS pursue an appeal 30 calendar days prior to the applicable federal appeals deadline, and if ODHS does not appeal, then within 90 calendar days of the date the federal determination of improper use of Federal Funds, the federal notice of disallowance, or other federal identification of improper use of funds is final, CDDP shall repay to ODHS the amount of the noticed Misexpenditure by issuing a payment to ODHS or by directing ODHS to withhold future payments pursuant to subsection 7 d. below.
- (f) If CDDP does not request that ODHS pursue an appeal of the determination of improper use of Federal Funds, the notice of disallowance, or other federal identification of improper use of funds, prior to 30 calendar days prior to the applicable federal appeals deadline, but ODHS nevertheless appeals, CDDP shall repay to ODHS the amount of the noticed Misexpenditure (reduced, if at all, as a result of the appeal), within 90 calendar days of the date the federal decision resulting from the appeal is final, by issuing payment to ODHS or by directing ODHS to withhold future payments pursuant to subsection 7 d. below.
- (g) If the Misexpenditure was expressly authorized by a ODHS rule or a ODHS writing that applied when the expenditure was made, but was prohibited by federal statutes or regulations that applied when the expenditure was made, CDDP will not be responsible for repaying the amount of the Misexpenditure to ODHS, provided that:
 - i. Where post-expenditure official reinterpretation of federal statutes or regulations results in a Misexpenditure, CDDP and ODHS will meet and negotiate in good faith an appropriate apportionment of responsibility between them for repayment of the Misexpenditure.
 - ii. For purposes of this section, a ODHS writing must interpret this Agreement or a ODHS rule and be signed by the

Director of ODHS or by one of the following ODHS officers concerning DD Services:

Director of the Office of Developmental Disabilities Services;

Deputy Director of the Office of Developmental Disabilities Services;

Chief Operating Officer of the Office of Developmental Disabilities Services.

ODHS shall designate alternate officers in the event the offices designated in the previous sentence are abolished. Upon CDDP request, ODHS shall notify CDDP of the names of individual officers with the above titles. ODHS shall send ODHS writings described in this paragraph to CDDP by mail and e-mail and to CDDP's directors by e-mail.

- iii. The ODHS writing must be in response to a request from the CDDP for expenditure authorization, or a statement intended to provide official guidance to the CDDP or counties generally, for making expenditures under this Agreement. The ODHS writing must not be contrary to this Agreement or contrary to law or other applicable authority that is clearly established at the time of the writing.
- iv. If the ODHS writing is in response to a request from CDDP for expenditure authorization, the request must be in writing and signed by the director of a CDDP department with authority to make such a request or by CDDP Counsel. It must identify the supporting data, provisions of this Agreement and provisions of applicable law relevant to determining if the expenditure should be authorized.
- v. A ODHS writing expires on the date stated in the writing, or if no expiration date is stated, upon expiration of this Agreement. An expired ODHS writing continues to apply to CDDP expenditures that were made in compliance with the writing and during the term of the writing.
- vi. ODHS may revoke or revise a ODHS writing at any time if it determines in its sole discretion that the writing allowed expenditure in violation of this Agreement or law or any other applicable authority. However, ODHS is not responsible for a Misexpenditure that was based on a ODHS writing that was effective at the time of the Misexpenditure.

vii. The ODHS rule or the ODHS writing does not authorize an expenditure that this Agreement prohibits.

d. Recovery of Misexpenditure from Future Payments.

- (1) To the extent that ODHS is entitled to recover a Misexpenditure pursuant to subsection 7 b. above, ODHS may recover the Misexpenditure by offsetting the amount thereof against future amounts owed to County by ODHS, including, but not limited to, any amount owed to CDDP by ODHS under this Agreement, or any amount owed to County by ODHS under any other contract or agreement between County and ODHS, present or future.
- (2) ODHS shall provide the CDDP with written notice of its intent to recover the amount of the Misexpenditure as set forth in this section from amounts owed CDDP by ODHS, and ODHS shall identify the amounts owed by ODHS to CDDP which ODHS intends to offset to recover the Misexpenditure amount, including the contracts or agreements, if any, under which the amounts owed arose and those other contracts or agreements from which ODHS wishes to deduct payments.
- (3) CDDP shall then have 14 calendar days from the date of ODHS' notice in which to request the deduction be made from other amounts owed to County by ODHS and identified by CDDP. ODHS shall comply with CDDP's request for alternate offset.
- (4) In the event that ODHS and the CDDP are unable to agree on which specific amounts, owed to CDDP by ODHS, ODHS may offset in order to recover the amount of the Misexpenditure, then ODHS may select the particular contracts or agreements between ODHS and CDDP and amounts from which it will recover the amount of the Misexpenditure, after providing notice to CDDP, and within the following limitations:
 - (a) ODHS shall first look to amounts owed to CDDP (but unpaid) under this Agreement.
 - (b) If that amount is insufficient, then ODHS may look to any other amounts currently owing or owed in the future to County by ODHS.
 - (c) In no case, without the prior consent of County, shall ODHS deduct from any one payment due County under the contract or agreement from which ODHS is offsetting funds an amount in excess of twenty-five percent (25%) of that payment.
 - (d) ODHS may look to as many future payments as necessary in order to fully recover the amount of the Misexpenditure.

8. Additional Settlement and Misexpenditure Provisions.

- a. CDDP shall cooperate with ODHS in the Settlement process throughout the Agreement term and with the Agreement Settlement process upon termination or expiration of the Agreement.

- b. ODHS' right to recover through Settlement and the Misexpenditure process from CDDP under this Agreement is not subject to or conditioned on CDDP's recovery of any money from any other entity.
- c. If the exercise of ODHS' right to offset under this provision requires CDDP to complete a re-budgeting process, nothing in this provision shall be construed to prevent CDDP from fully complying with its budgeting procedures and obligations, or from implementing decisions resulting from those procedures and obligations.
- d. Nothing in this provision shall be construed as a requirement or agreement by CDDP to negotiate and execute any future contract with ODHS.
- e. Nothing in this Section 8 shall be construed as a waiver by either party of any process or remedy that might otherwise be available.

9. Resolution of Disputes over Additional Funds Owed CDDP After Termination or Expiration.

If, after termination or expiration of this Agreement, CDDP believes that ODHS disbursements of funds under this Agreement for a particular DD Service are less than the amount of funds that ODHS is obligated to provide to CDDP under this Agreement for that DD Service, as determined by the Agreement Settlement, and in accordance with the applicable funding calculation methodology, CDDP shall provide ODHS with written notice thereof. ODHS shall have 90 calendar days from the effective date of CDDP's notice to pay CDDP in full or notify CDDP that it wishes to engage in a dispute resolution process. If ODHS notifies CDDP that it wishes to engage in a dispute resolution process, CDDP and ODHS' Agreement Administrator shall engage in non-binding discussion to give ODHS an opportunity to present reasons why it believes that it does not owe CDDP any additional funds or that the amount owed is different than the amount identified by CDDP in its notices, and to give CDDP the opportunity to reconsider its notice. If ODHS and CDDP reach agreement on the additional amount owed to CDDP, ODHS shall promptly pay that amount to CDDP. If ODHS and CDDP continue to disagree as to the amount owed, the parties may agree to further appropriate dispute resolution processes, including, subject to Department of Justice and CDDP Counsel approval, binding arbitration. Nothing in this Section 9 shall preclude CDDP from raising underpayment concerns at any time prior to termination or expiration of this Agreement.

EXHIBIT C
Special Terms and Conditions

1. CDDP Authorization of Client Services.

- a. CDDP shall submit a service authorization for the DD Services CDDP is responsible to authorize that are identified in Exhibit B Part 2 Section 1 “Provision of Services” of this Agreement.
- b. CDDP shall upload all applicable documentation supporting the service authorization and rates within eXPRS. Supporting documentation does not include the ISP.
- c. CDDP shall follow current Service Element Standards and Procedures as identified in Exhibit B Part 2 of this Agreement in establishing a service authorization.
- d. CDDP shall end all applicable service authorizations within 10 business days of the date the Individual exits a DD Service or Services.
- e. CDDP shall not authorize a Provider to begin or continue delivery of Services if the Provider’s enrollment in eXPRS and any required credentials for the Service are incomplete or have lapsed.

2. ODHS Approval of CDDP Authorized Services.

- a. ODHS may randomly review CDDP authorizations and associated documentation for DD Services. If ODHS has questions or finds errors in CDDP submitted documentation, ODHS shall work with CDDP and any other lawful parties to remedy the outstanding issues.
- b. ODHS reserves the option, in its sole discretion, to require CDDP to terminate a plan or any element of a plan entered into POC upon determining that the DD Services were authorized outside of the requirements for the Service; or the plan procedure code was affected by statute, rules, or ODHS policies or procedures; or the Services were not authorized under this Agreement.

3. Appointment of CDDP Administrator.

The CDDP employee, identified by the CDDP via e-mail to ODHS as the “CDDP Administrator”, is authorized to:

- a. Amend the Service Element Prior Authorization (SEPA), on behalf of CDDP, and amend this Agreement by execution and delivery of amendments in the name of CDDP in hard copy, electronically, or, with respect to the SEPA only, through electronic acceptance of SEPA Adjustments in eXPRS.
- b. Enable, on behalf of CDDP, the disbursement of funds under this Agreement that is described in the SEPA, through submission and modification of service authorizations, either electronically through eXPRS or by submission of hard copy documents to ODHS; and to authorize Providers, to submit Disbursement

Claims on behalf of CDDP, either electronically through eXPRS or by submission of hard copy documents to ODHS.

- c. Authorize others, including but not limited to CDDPs subcontracting with a County, to take one or more of the foregoing actions on behalf of CDDP except for authorizing amendments to this Agreement and SEPAs.

EXHIBIT D
General Terms and Conditions

- 1. Operation of CDDP.** County shall operate or subcontract for the operation of a CDDP during the term of this Agreement. If County wishes to subcontract the operation of a CDDP, the Subcontract must comply with the terms of this Agreement, including but not limited to, Exhibit E, Section 21. If County subcontracts the entire CDDP duties, County will be obligated to pass all funds received for the CDDP to the Subcontractor.
- 2. Usage of Funds.** County must hire as many FTEs as possible per the funding allocated within the Workload Model. County shall employ and provide training for all employees and meet the requirements documented in this Agreement, Oregon Revised Statutes, and Oregon Administrative Rules. County shall operate their CDDP within the applicable federal and state rules, regulations, and the terms of this Agreement. All funds received by the County must be used exclusively for the purposes of conducting DD Services.
- 3. Reporting Requirements.**

County shall report the FTEs utilized for the Service Elements Eligibility and Licensing, Case Management including Local Match, and Abuse Investigations, if applicable, to ODHS semi-annually or when requested by ODHS. In addition to the FTEs, this report shall include how the FTE's are calculated. ODHS may prescribe the format to be used for this reporting. In addition, County shall provide the days and hours of operation of the CDDP in Attachment #1 as described in Section 5 of Exhibit B Part 1.
- 4. Subcontracts.**

 - a.** If County chooses to subcontract any or all CDDP Services under this Agreement County must submit a Notice of Intent to Subcontract to odds.contract@dhsosha.state.or.us for review prior to subcontracting. The notice must include, but is not limited to, the name of proposed Subcontractor, qualifications, and services to be subcontracted.
 - b.** County shall not permit any person or entity to be a Subcontractor unless the person or entity holds all certificates, authorizations and other approvals as identified in the applicable Service Element Standards and Procedures and OARs.
 - c.** If County subcontracts a CDDP Service, or portion thereof, from a Subcontractor, the Subcontract with County must be in writing and contain each of the provisions set forth in Exhibit G Part 1, "Required Subcontractor Provisions" in substantially the form set forth therein, in addition to any other provisions that must be included to comply with applicable law, that must be included in a Subcontract with County under the terms of this Agreement, or that are necessary to implement DD Service delivery in accordance with the applicable Service Element Standards and Procedures and any special conditions.
 - d.** County shall maintain an originally executed copy of each Subcontract at its office and shall furnish a copy of any Subcontract to DHS within 90 days of the execution of this Agreement, 90 days of any Amendment to this Agreement, or

upon request. Subcontracts must be submitted to odds.contracts@dhsosha.state.or.us.

- e. In accordance with ORS § 430.670 (3), any private corporation that contracts with a county or the Department of Human Services to operate a developmental disabilities program shall provide an opportunity for competition among private care providers when awarding Subcontracts for provision of services described in ORS 430.630 (1) to (3) and 430.664.
5. **ODHS Reports.** To the extent resources are available to ODHS to prepare and deliver the information, ODHS shall, during the term of this Agreement, provide County with summary reports from data and other Individual data reported to ODHS under this Agreement.
6. **Technical Assistance.** During the term of this Agreement, ODHS shall provide technical assistance to County in the delivery of DD Services to the extent that funding is allocated to ODHS for this purpose. If the provision of technical assistance to County concerns a Provider or Subcontractor, ODHS may require, as a condition to providing the assistance, that County take all reasonably necessary action with the Provider or Subcontractor to facilitate the technical assistance.
7. **Amendments Proposed by ODHS.** Subject to Exhibit E Section 27 “Amendments; Waiver; Consent”, County shall review all pending Agreement amendments prepared and presented to County by ODHS by e-mail and act within 60 calendar days of County’s receipt of pending amendment. If County chooses to accept an amendment, County shall follow ODHS’ procedures for signing and returning the amendment to ODHS. If County chooses to reject an amendment, County must submit an e-mail detailing the reason for the rejection to County’s assigned ODHS Agreement Administrator.
8. **eXPRS Administration.**
 - a. The County’s contract number in eXPRS is 157836.
 - b. **Designation of Direct Contract Chief Security Officer.**
 - (1) The Case Management Entity Administrator may request in writing to designate to ODHS any individual(s) authorized to perform the duties of the security role, in compliance with Exhibit H Part 1 “Privacy and Security Agreement”, currently titled Direct Contract Chief Security Officer (DCCSO), or as such role may be renamed by ODHS.
 - (2) Upon approval of the request, ODHS will send the DCCSO a UserID for accessing eXPRS. If County wishes to designate a substitute DCCSO, the CME Administrator may do so by subsequent written notice to ODHS.
 - (3) The individual designated as the DCCSO is responsible to ensure that County is in compliance with the Privacy and Security Agreement requirements described in Exhibit H Part 1 of this Agreement.
 - (4) If the CME Administrator does not designate another County employee as the DCCSO, the CME Administrator will be designated as the DCCSO and will act as the DCCSO on behalf of the County.

c. Responsibilities of Direct Contract Chief Security Officer.

- (1) The DCCSO shall assign, maintain, and revoke all eXPRS user account securities for County staff.
 - (a) The DCCSO may only assign, maintain, or revoke user account securities upon receipt of the ODHS eXPRS User Enrollment Form signed by the ODHS manager.
 - (b) ODHS eXPRS User Enrollment Form must be maintained by the County.
- (2) The DCCSO shall ensure County staff are in compliance with all eXPRS policies and procedures.

d. Revocation of UserIDs and SEPA Pass Phrase by ODHS or County.

- (1) ODHS may revoke a UserID or SEPA Pass Phrase if ODHS determines that revocation is reasonably necessary for technical or security reasons.
- (2) A UserID or SEPA Pass Phrase may be revoked if ODHS or the County determines:
 - (a) The UserID or SEPA Pass Phrase was not properly issued or created or was obtained by fraud.
 - (b) The UserID or SEPA Pass Phrase has or may have been lost, disclosed, compromised, or subjected to unauthorized use.
 - (c) The County has revoked or modified the authorization of the CME Administrator.
 - (d) County is in default under this Agreement.
- (3) If ODHS revokes a UserID or SEPA Pass Phrase under this Section 8, ODHS will notify the County promptly thereafter.
- (4) ODHS may, without notice to the County, revoke all UserIDs and SEPA Pass Phrases upon termination or expiration of this Agreement.

9. Alternative Formats and Translation of Written Materials, Interpreter Services.

- a.** In connection with the delivery of Service Element services, County shall make available to Client, without charge, upon the Client's reasonable request:
- (1) All Written Materials related to the Services provided to the Individual in alternate formats.
 - (2) All Written Materials related to the Services provided to the Individual in the Individual's preferred format and or language.
 - (3) Oral interpretation services related to the Services provided to the Individual in the Individual's preferred format and or language.
 - (4) Sign language interpretation services and telephone communications access services related to the Services provided to the Individual.

- b. For purposes of the foregoing, “written materials” means materials created by County, in connection with the all Services being provided to the Individual. The County may develop its own forms and materials and with such forms and materials, the County shall be responsible for making them available to an Individual, without charge to the Individual, in the prevalent non-English language(s), including braille, within the County’s Program Area.
- c. ODHS shall be responsible for making its forms and materials available, without charge to the Individual or County, in the prevalent non-English language(s), including braille, within the County’s Program Area. ODHS will provide translation of written materials and oral interpretation, including American Sign Language (ASL) for specific Services outlined in the expenditure guidelines.
- d. Nothing in this Agreement shall cause or require County or ODHS to act in violation of state or federal constitutions, statutes, regulations, or rules. The parties intend this limitation to apply in addition to any other limitation in this Agreement, including limitations in this Agreement.
- e. If County’s staff provides oral interpretation and or translation to Individuals, County will have policies and procedures that address identifying language proficiency of County’s staff.
- f. ODDS reserves the right to review County’s Written Materials.

10. Confidentiality of Information.

a. Client Information.

- (1) All information as to personal facts and circumstances obtained by the County on the Client (“Client Information”) shall be treated as privileged communications, shall be held confidential, and shall not be divulged without the written consent of the Client, his or her guardian, or the responsible parent when the Client is a minor child, or except as required by other terms of this Agreement. Nothing prohibits the disclosure of information in summaries, statistical, or other forms which does not identify particular individuals.
- (2) The use or disclosure of Client Information shall be limited to persons directly connected with the administration of this Agreement. Confidentiality policies shall be applied to all requests from outside sources.
- (3) If County, or any of its officers, directors, employees, agents, or subcontractors receives or has access to confidential Social Security Administration (SSA), or Federal Tax Information (FTI), or Criminal Justice Information Services (CJIS) records, in the performance of Work under this Agreement, County shall comply, and ensure that all of County’s officers, directors, employees, agents, and subcontractors comply, with the following provisions:

- (a) With respect to SSA records:
 - i. Provide a current list of employees and employees of any agent or subcontractor with access to SSA records;
 - ii. Adhere to the same security requirements as employees of ODHS;
 - iii. Abide by all relevant Federal laws, restrictions on access, use, disclosure, and the security requirements contained within ODHS' agreement with SSA;
 - iv. Provide its employees and agents the same security awareness training as ODHS employees; and
 - v. Include the provisions of this Section 9.a.(3)(a) in any subcontract.

- (b) With respect to Federal Tax Information (FTI), as defined in IRS Publication 1075:
 - i. County and its officers, directors, and employees with access to, or who use FTI provided by ODHS must meet the background check requirements defined in IRS Publication 1075;
 - ii. Any FTI made available to County shall be used only for the purpose of carrying out the provisions of this Agreement. County shall treat all information contained in FTI as confidential and that information shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this Agreement. Inspection by or disclosure to anyone other than an officer or employee of the County is prohibited;
 - iii. County shall account for all FTI upon receipt and shall properly store all FTI before, during, and after processing. In addition, all FTI related output and products will be given the same level of protection as required for the source material;
 - iv. No work involving FTI furnished under this Agreement will be subcontracted without prior written approval of the IRS;
 - v. Maintain a list of employees who are authorized access to FTI. Such list will be provided to ODHS and, upon request, to the IRS reviewing office; and
 - vi. Include the provisions of this Section 9.a.(3)(b) in any subcontract.

- (c) With respect to Criminal Justice Information Services (CJIS) information, County shall:
 - i. Meet the same training and certification criteria required by governmental agencies performing a similar function, and shall be subject to the same extent of audit review as are local user agencies;
 - ii. Acknowledge, via signing of the attached CJIS Outsourcing Agreement, and abide by all aspects of the CJIS Outsourcing Standard approved by the Director of the FBI, acting for the U.S. Attorney General, as referenced in Title 28 CFR 20.33 (a)(7). Modifications to the CJIS Outsourcing Standard shall be enacted only by the FBI; and
 - iii. Include the provisions of this Section 9.a.(3)(c) in any subcontract.
- (d) Failure to abide by any of the requirements in this subsection could result in criminal or civil penalties and result in termination of this Agreement.
- (e) County may be subjected to periodic and ongoing security reviews to ensure compliance with the requirements of Section 9.a.(3).
- (4) Except as prohibited by Section 9.a.(3) above, ODHS, County and any subcontractor will share information as necessary to effectively serve ODHS Clients.

b. Non-Client Information.

- (1) Each Party acknowledges that it and any of its officers, directors, employees, and agents may, in the course of performing its responsibilities under this Agreement, be exposed to or acquire information that is confidential to the other Party. To the extent permitted by law, any and all information of any form provided to a Party or its officers, directors, employees and agents in the performance of the Agreement that reasonably could at the time of its disclosure be understood to be confidential shall be deemed to be confidential information of the originating Party (“Confidential Non-Client Information”).
- (2) Confidential Non-Client Information shall be deemed not to include information that:
 - (a) Is or becomes (other than by disclosure by the Party acquiring such information) publicly known or is contained in a publicly available document except to the extent applicable law still restricts disclosure;
 - (b) Is furnished by the originating Party to others without restrictions similar to those imposed on the receiving Party under this Agreement;

- (c) Is rightfully in the receiving Party's possession without the obligation of nondisclosure prior to the time of its disclosure by the originating Party under this Agreement;
 - (d) Is obtained from a source other than the originating Party without the obligation of confidentiality;
 - (e) Is disclosed with the written consent of the originating Party; or
 - (f) Is independently developed by the receiving Party's officers, directors, employees, and agents who can be shown to have had no access to the Confidential Non-Client Information.
- (3) Nondisclosure. The receiving Party shall hold all Confidential Non-Client Information in strict confidence, using at least the same degree of care that it uses in maintaining the confidentiality of its own confidential information; and shall not sell, assign, license, market, transfer or otherwise dispose of, give or disclose Confidential Non-Client Information to third parties; shall not use Confidential Non-Client Information for any purposes whatsoever other than as contemplated by this Agreement or reasonably related thereto; and shall advise any of its officers, directors, employees and agents that receive or have access to the Confidential Non-Client Information of their obligations to keep Confidential Non-Client Information confidential. These confidentiality obligations do not restrict disclosure of information otherwise qualifying as Confidential Non-Client Information if the receiving Party can show that either of the following conditions exists: (i) the information was disclosed in response to a subpoena or court order duly issued in a judicial or legislative process, in which case the receiving Party shall notify the originating Party of the subpoena five days prior to the disclosure, unless such notice could not reasonably be given; or (ii) the disclosure was required to respond to a request for the information made under the Oregon Public Records Law, ORS 192.311 to 192.478. The receiving Party shall notify the originating Party of a public records request five days prior to the disclosure.
- c. Upon request and pursuant to the instructions of ODHS, County shall return or destroy all copies of Confidential Information, and County shall certify in writing the return or destruction of all Confidential Information.
 - d. "Client" means any individual, family or provider:
 - (1) For whom ODHS must provide Services and incidental or specialized Goods, in any combination thereof ("Services and Incidental Supplies"), according to state, federal law, rule, and policy. Those Services and Incidental Supplies include but are not limited to treatment, care, protection, and support without regard to the proximity of the services being provided;
 - (2) Who in fact receives and utilizes services provided by ODHS primarily for that individual's or family's benefit;

- (3) Who is under the custody, care, or both of ODHS; or
- (4) Who provides direct care or Services and is a proxy or representative of the non-provider Client.

11. Nondiscrimination.

- a. The County must provide services to ODHS Clients without regard to race, religion, national origin, sex, age, marital status, sexual orientation, or disability (as defined under the Americans with Disabilities Act). Contracted services must reasonably accommodate the cultural, language, and other special needs of Clients.
- b. County certifies that County has a written policy and practice that meets the requirements described in ORS 279A.112 for preventing sexual harassment, sexual assault, and discrimination against employees who are members of a protected class. County agrees, as a material term of this Agreement, to maintain such policy and practice in force during the entire Agreement term.
- c. As required by ORS 279B.235, County must comply with ORS 652.220 and shall not unlawfully discriminate against any of County's employees in the payment of wages or other compensation for work of comparable character on the basis of an employee's membership in a protected class. "Protected class" means a group of persons distinguished by race, color, religion, sex, sexual orientation, national origin, marital status, veteran status, disability, or age. County's compliance with this subsection constitutes a material element of this Agreement and a failure to comply constitutes a breach that entitles ODHS to terminate this Agreement for cause.
- d. County may not prohibit any of County's employees from discussing the employee's rate of wage, salary, benefits, or other compensation with another employee or another person. County may not retaliate against an employee who discusses the employee's rate of wage, salary, benefits, or other compensation with another employee or another person.

12. HIPAA Compliance. As a Business Associate of a Covered Entity, ODHS must comply with the Health Insurance Portability and Accountability Act and the federal regulations implementing the Act (collectively referred to as HIPAA), and ODHS must also comply with OAR 943-014-0400 through OAR 943-014-0465. County is a Business Associate of ODHS and therefore must comply with OAR 943-014-0400 through OAR 943-014-0465 and the Business Associate requirements set forth in 45 CFR 164.502 and 164.504.

County shall be liable to ODHS for any and all costs incurred by ODHS, including, but not limited to, costs of issuing any notices required by HIPAA, HITECH or any other applicable law and damages to third parties as a result of County's Breach of Unsecured Protected Health Information.

- a. **Consultation and Testing.** If County reasonably believes that the County's or ODHS' data transactions system or other application of HIPAA privacy or security compliance policy may result in a violation of HIPAA requirements, County shall promptly consult the ODHS Information Security Office. County or

ODHS may initiate a request for testing of HIPAA transaction requirements, subject to available resources and the ODHS testing schedule.

- b. **Data Transactions Systems.** If County intends to exchange electronic data transactions with ODHS or the Oregon Health Authority (OHA) in connection with claims or encounter data, eligibility or enrollment information, authorizations or other electronic transaction, County shall execute an Electronic Data Interchange (EDI) Trading Partner Agreement and shall comply with EDI Rules set forth in OAR 943-120-0110 through 943-120-0160.

EXHIBIT E

Standard Terms and Conditions

- 1. Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between the parties that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within a circuit court for the State of Oregon of proper jurisdiction. THE PARTIES, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENT TO THE IN PERSONAM JURISDICTION OF SAID COURTS. Except as provided in this Section, neither party waives any form of defense to or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. The parties acknowledge that this is a binding and enforceable agreement and, to the extent permitted by law, expressly waive any defense alleging that either party does not have the right to seek judicial enforcement of this Agreement.

This Section shall survive expiration or termination of this Agreement.

- 2. Compliance with Law.** Both parties shall comply with laws, regulations, executive orders to which they are subject, and which are applicable to the Agreement or to the Work. Without limiting the generality of the foregoing, both parties expressly agree to comply with the following laws, regulations and executive orders to the extent they are applicable to the Agreement: (a) all applicable requirements of state civil rights and rehabilitation statutes, rules and regulations; (b) all state laws requiring reporting of Client abuse; (c) 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 Work. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated. All employers, including County and ODHS, 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(2). County shall require all of its subcontractors to comply with and shall ensure that each of its subcontractors complies with, these requirements. Nothing in this Agreement shall require County or ODHS to act in violation of state or federal law or the Constitution of the State of Oregon.

This Section shall survive expiration or termination of this Agreement.

- 3. Independent Parties.**

The parties agree and acknowledge that their relationship is that of independent contracting parties and that County is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265 or otherwise.

4. Representations and Warranties.

a. County represents and warrants as follows:

- (1) **Organization and Authority.** County is a political subdivision of the State of Oregon duly organized and validly existing under the laws of the State of Oregon. County has full power, authority, and legal right to make this Agreement and to incur and perform its obligations hereunder.
- (2) **Due Authorization.** The making and performance by County of this Agreement (a) have been duly authorized by all necessary action by County and (b) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of County's charter or other organizational document and (c) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which County is a party or by which County 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 County of this Agreement.
- (3) **Binding Obligation.** This Agreement has been duly executed and delivered by County and constitutes a legal, valid, and binding obligation of County, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.
- (4) County has the skill and knowledge possessed by well-informed members of its industry, trade or profession and County will apply that skill and knowledge with care and diligence to perform the Work in a professional manner and in accordance with standards prevalent in County's industry, trade or profession.
- (5) County shall, at all times during the term of this Agreement, be qualified, professionally competent, and duly licensed to perform the Work.
- (6) County prepared its proposal related to this Agreement, if any, independently from all other proposers, and without collusion, fraud, or other dishonesty.
- (7) **Services.** To the extent DD Services are performed by County, the delivery of each DD Service will comply with the terms and conditions of this Agreement and meet the standards for such DD Service as set forth herein, including but not limited to, any terms, conditions, standards and requirements set forth in the Service Element Standards and Procedures.

b. ODHS represents and warrants as follows:

- (1) **Organization and Authority.** ODHS has full power, authority, and legal right to make this Agreement and to incur and perform its obligations hereunder.

- (2) **Due Authorization.** The making and performance by ODHS of this Agreement (a) has been duly authorized by all necessary action by ODHS; (b) does not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency; and (c) does 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 ODHS is a party or by which ODHS 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 ODHS of this Agreement, other than approval by the Department of Justice if required by law.
- (3) **Binding Obligation.** This Agreement has been duly executed and delivered by and constitutes a legal, valid, and binding obligation of ODHS, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.

- c. **Warranties Cumulative.** The warranties set forth in this Section are in addition to, and not in lieu of, any other warranties provided.
- d. This Section shall survive expiration or termination of this Agreement.

5. Funds Available and Authorized.

- a. The State of Oregon's payment obligations under this Agreement are conditioned upon ODHS receiving funding, appropriations, limitations, allotment, or other expenditure authority sufficient to allow ODHS, in the exercise of its reasonable administrative discretion, to meet its payment obligations under this Agreement. County is not entitled to receive payment under this Agreement from any part of Oregon state government other than ODHS. Nothing in this Agreement is to be construed as permitting any violation of Article XI, Section 7 of the Oregon Constitution or any other law regulating liabilities or monetary obligations of the State of Oregon. ODHS represents that as of the date it executes this Agreement, it has sufficient appropriations and limitation for the current biennium to make payments under this Agreement.
- b. **Payment Method.** Payments under this Agreement will be made by Electronic Funds Transfer (EFT) and shall be processed in accordance with the provisions of OAR 407-120-0100 through 407-120-0380 or OAR 410-120-1260 through OAR 410-120-1460, as applicable, and any other Oregon Administrative Rules that are program-specific to the billings and payments. Upon request, County shall provide its taxpayer identification number (TIN) and other necessary banking information to receive EFT payment. County must maintain at its own expense a single financial institution or authorized payment agent capable of receiving and processing EFT using the Automated Clearing House (ACH) transfer method. The most current designation and EFT information will be used for all disbursements under this Agreement. County shall provide this designation and information on a form provided by ODHS. In the event that EFT information

changes or the County elects to designate a different financial institution for the receipt of any payment made using EFT procedures, County will provide the changed information or designation to ODHS on an ODHS-approved form. ODHS is not required to make any payment under this Agreement until receipt of the correct EFT designation and payment information from County.

c. This Section shall survive expiration or termination of this Agreement.

6. Reserved.

7. Ownership of Intellectual Property.

a. Definitions. As used in this Section 7 and elsewhere in this Agreement, the following terms have the meanings set forth below:

(1) "County Intellectual Property" means any intellectual property owned by County and developed independently from the Work.

(2) "Third Party Intellectual Property" means any intellectual property owned by parties other than ODHS or County.

b. Except as otherwise expressly provided herein, or as otherwise required by state or federal law, ODHS will not own the right, title and interest in any intellectual property created or delivered by County or a subcontractor in connection with the Work. With respect to that portion of the intellectual property that County owns, County grants to ODHS a perpetual, worldwide, non-exclusive, royalty-free and irrevocable license, subject to any provisions in the Agreement that restrict or prohibit dissemination or disclosure of information, to (1) use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the intellectual property, (2) authorize third parties to exercise the rights set forth in Section 7.b.(1) on ODHS' behalf, and (3) sublicense to third parties the rights set forth in Section 7.b.(1).

c. If state or federal law requires that ODHS or County grant to the United States a license to any intellectual property, or if state or federal law requires that ODHS or the United States own the intellectual property, then County shall execute such further documents and instruments as ODHS may reasonably request in order to make any such grant or to assign ownership in the intellectual property to the United States or ODHS. To the extent that ODHS becomes the owner of any intellectual property created or delivered by County in connection with the Work, ODHS will grant a perpetual, worldwide, non-exclusive, royalty-free and irrevocable license, subject to any provisions in the Agreement that restrict or prohibit dissemination or disclosure of information, to County to use, copy, distribute, display, build upon and improve the intellectual property.

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

e. This Section survives the expiration or termination of this Agreement.

8. County Default.

County shall be in default under this Agreement upon occurrence of any of the following events:

- a. County fails to perform, observe, or discharge any of its covenants, agreements or obligations set forth herein;
- b. Any representation, warranty or statement made by County herein or in any documents or reports relied upon by ODHS to measure the delivery of Work, the expenditure of payments or the performance by County is untrue in any material respect when made;
- c. County (1) applies for or consents to the appointment of, or taking of possession by, a receiver, custodian, trustee, or liquidator of itself or all or substantially all of its property, (2) admits in writing its inability, or is generally unable, to pay its debts as they become due, (3) makes a general assignment for the benefit of its creditors, (4) is adjudicated a bankrupt or insolvent, (5) commences a voluntary case under the federal Bankruptcy Code (as now or hereafter in effect), (6) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, (7) fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against it in an involuntary case under the federal Bankruptcy Code (as now or hereafter in effect), or (8) takes any action for the purpose of effecting any of the foregoing; or
- d. A proceeding or case is commenced, without the application or consent of County, in any court of competent jurisdiction, seeking (1) the liquidation, dissolution or winding-up, or the composition or readjustment of debts, of County, (2) the appointment of a trustee, receiver, custodian, liquidator, or the like of County or of all or any substantial part of its assets, or (3) similar relief in respect to County under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case continues undismissed, or an order, judgment, or decree approving or ordering any of the foregoing is entered and continues unstayed and in effect for a period of sixty consecutive calendar days, or an order for relief against County is entered in an involuntary case under the federal Bankruptcy Code (as now or hereafter in effect).

9. Reserved.

10. ODHS Default.

ODHS shall be in default under this Agreement upon the occurrence of any of the following events:

- a. ODHS fails to perform, observe, or discharge any of its covenants, agreements, or obligations set forth herein; or
- b. Any representation, warranty or statement made by DHS herein is untrue in any material respect when made.

11. Reserved.

12. Termination.

a. County Termination. County may terminate this Agreement:

- (1) For its convenience, upon a minimum of 90 calendar days advance written notice to ODHS for caseloads below 1,000 Individuals and 180 calendar days with caseloads 1,000 or more Individuals;
- (2) Upon a minimum of 90 calendar days advance written notice to ODHS for caseloads below 1,000 Individuals and 180 calendar days with caseloads 1,000 or more Individuals, if County does not obtain funding, appropriations and other expenditure authorizations from federal, state or other sources sufficient to permit County to satisfy its performance obligations under this Agreement, as determined by County in the reasonable exercise of its administrative discretion;
- (3) Upon a minimum of 90 calendar days advance written notice to ODHS for caseloads below 1,000 Individuals and 180 calendar days with caseloads 1,000 or more Individuals, if ODHS is in default under this Agreement and such default remains uncured at the end of said period or such longer period, if any, as County may specify in the notice; or
- (4) Immediately upon written notice to ODHS, if Oregon statutes or federal laws, regulations or guidelines are modified, changed or interpreted by the Oregon Legislative Assembly, the federal government or a court in such a way that County no longer has the authority to meet its obligations under this Agreement.

b. ODHS Termination. ODHS may terminate this Agreement:

- (1) For its convenience, upon a minimum of 90 calendar days advance written notice to County for caseloads below 1,000 Individuals and 180 calendar days with caseloads 1,000 or more Individuals;
- (2) Upon a minimum of 90 calendar days advance written notice to County for caseloads below 1,000 Individuals and 180 calendar days with caseloads of 1,000 or more Individuals, if ODHS does not obtain funding, appropriations and other expenditure authorizations from federal, state or other sources sufficient to meet the payment obligations of ODHS under this Agreement, as determined by ODHS in the reasonable exercise of its administrative discretion. Notwithstanding the preceding sentence, ODHS may terminate this Agreement, immediately upon written notice to County or at such other time as it may determine if action by the Oregon Legislative Assembly or Emergency Board reduces ODHS' legislative authorization for expenditure of funds to such a degree that ODHS will no longer have sufficient expenditure authority to meet its payment obligations under this Agreement, as determined by ODHS in the reasonable exercise of its administrative discretion, and the effective date for such reduction in expenditure authorization is less than 45 calendar days from the date the action is taken;

- (3) Immediately upon written notice to County if Oregon statutes or federal laws, regulations or guidelines are modified, changed or interpreted by the Oregon Legislative Assembly, the federal government or a court in such a way that ODHS no longer has the authority to meet its obligations under this Agreement or no longer has the authority to provide payment from the funding source it had planned to use;
 - (4) Upon a minimum of 90 calendar days advance written notice to County, if County is in default under this Agreement and such default remains uncured at the end of said period or such longer period, if any, as ODHS may specify in the notice;
 - (5) Immediately upon written notice to County, if any license or certificate required by law or regulation to be held by County to perform the Work is for any reason denied, revoked, suspended, not renewed or changed in such a way that County no longer meets requirements to perform the Work. This termination right may only be exercised with respect to the particular part of the Work impacted by loss of necessary licensure or certification; or
 - (6) Immediately upon written notice to County, if ODHS determines that County has endangered or are endangering the health or safety of a Client or others in performing work covered by this Agreement.
- c. **Mutual Termination.** The Agreement may be terminated immediately upon mutual written consent of the parties or at such other time as the parties may agree in the written consent.

13. Effect of Termination.

- a. Upon termination of the entire Agreement:
 - (1) ODHS shall have no further obligation to pay County under this Agreement.
 - (2) County shall have no further obligation to perform Work under this Agreement.
 - (3) County shall retain all data and records in accordance of OAR 411-320-0070.
- b. **Obligations and Liabilities.** Notwithstanding subsection (a)(2) above, any termination of this Agreement shall not prejudice any obligations or liabilities of either party accrued prior to such termination.
- c. **Transition Services.** County shall provide original files either paper or electronic to support a responsible and secure transition of Services to another CME or ODDS.
- d. **Transition Plan.** Following a termination notice, County and ODDS will collaborate to develop a transition plan to ensure continuity of care for Individuals.

- (1) The parties will cooperate in good faith with each other in connection with their obligations under this section and will perform their obligations under the Transition Plan. If the Transition Period extends beyond the Agreement term, the provisions of this Agreement will remain in effect for the duration of the Transition Period.
- (2) County shall complete the transition of data from County to any Providers that ODDS designates while ensuring there is an uninterrupted continuity of care of Service to Individuals.

e. This Section survives the expiration or termination of this Agreement.

- 14. Limitation of Liabilities.** NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT. NEITHER PARTY SHALL BE LIABLE FOR ANY DAMAGES OF ANY SORT ARISING SOLELY FROM THE TERMINATION OF THIS AGREEMENT OR ANY PART HEREOF IN ACCORDANCE WITH ITS TERMS. THIS LIMITATION OF LIABILITY IS PROVIDED TO THE EXTENT ANY RESULTING CONTINGENT REPAYMENT LIABILITY IS PERMITTED BY ARTICLE XI, SECTIONS 7 AND 10 OF THE OREGON CONSTITUTION AND THE OREGON TOR CLAIMS ACT, ORS 30.260 AND 30.300.

This Section shall survive expiration or termination of this Agreement.

- 15. Insurance.** County shall maintain, and shall require Subcontractors to maintain, insurance as set forth in Exhibit G Part 2, attached hereto. This Section shall survive expiration or termination of this Agreement.

- 16. Records Maintenance, Access.**

a. **Client Records.** If County delivers a DD Service directly, County shall create and maintain an Individual record (“Client Record”) for each Individual who receives that DD Service, unless the Service Element Standards and Procedures precludes delivery of the DD Service on an Individual Client basis and reporting of Service commencement and termination information is not required by the Service Element Standards and Procedures. The Client Record shall contain:

- (1) Individual’s identification;
- (2) Assessments with problems;
- (3) Treatment, training, and care plan, as applicable;
- (4) Medical information when appropriate; and
- (5) Progress notes including Service termination summary and current assessment or evaluation instrument as designated by ODHS in administrative rules.

b. **Expenditure Records.** County shall document the use and expenditure of all funds paid by ODHS under this Agreement. Unless applicable federal law requires County to utilize a different accounting system, County shall create and maintain all use and expenditure records in accordance with generally accepted accounting principles and in sufficient detail to permit ODHS to verify how the funds paid by ODHS under this Agreement were used or expended.

- c. County shall maintain any other records, books, documents, papers, plans, records of shipments and payments and writings of County, whether in paper, electronic or other form, that are pertinent to this Agreement, in such a manner as to clearly document County's performance.
- d. All financial records, other records, books, documents, papers, plans, records of shipments and payments and writings of County whether in paper, electronic or other form, that are pertinent to this Agreement, are collectively referred to as "Records."
- e. **Access to Records and Facilities.** ODHS, the Secretary of State's Office of the State of Oregon, and the federal government and their duly authorized representatives, shall have access to all Records, paper or electronic, of County that are directly related to this Agreement, the funding provided hereunder, or any Service for the purpose of making examinations, audits, excerpts, copies and transcriptions. In addition, County shall permit authorized representatives of ODHS to perform site reviews, in person or electronically, of all Services delivered by County. Entities with electronic records must provide at minimum guest access to said records for examination by ODHS, Secretary of State's Office of the State of Oregon, the federal government, and their duly authorized representatives.
- f. **Retention of Records.** County shall retain and keep accessible all Records for the longest of:
 - (1) Six years following final payment and termination of this Agreement;
 - (2) The period as may be required by applicable law, including the records retention schedules set forth in OAR Chapter 166;
 - (3) Until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement; or
 - (4) In accordance with OAR 411-320-0070.
- g. This Section shall survive expiration or termination of this Agreement.

- 17. **Information Privacy/Security/Access.** If the Services performed under this Agreement require or allow County or, when allowed, its Provider(s) or Subcontractors, to have access to or otherwise use any ODHS' Information Asset(s) or Network and Information System(s) to which security and privacy requirements apply, and ODHS grants County or its Provider(s) or Subcontractor(s) access to such ODHS Information Asset(s) or Network and Information System(s), County shall comply and require its Provider(s) or Subcontractor(s) to which such access has been granted to comply with the terms and conditions applicable to such access or use, including OAR 407-014-0300 through OAR 407-014-0320, as such rules may be revised from time to time. For purposes of this Section, "Information Asset" and "Network and Information System" have the meaning set forth in OAR 407-014-0305, as such rule may be revised from time to time.
- 18. **Force Majeure.** Neither ODHS nor County shall be held responsible for delay or default caused by fire, civil unrest, labor unrest, natural causes, war, or other cause which is beyond the reasonable control of ODHS or County, respectively. Each party shall,

however, make all reasonable efforts to remove or eliminate such cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement. ODHS may terminate this Agreement upon written notice to County after reasonably determining that the delay or breach will likely prevent successful performance of this Agreement.

19. Assignment of Agreement, Successors in Interest.

- a. County shall not assign or transfer its interest in this Agreement without prior written consent of ODHS. Any assignment or transfer in violation of this Agreement shall be null and void. Any such assignment or transfer, if approved, is subject to such conditions and provisions required by ODHS. No approval by ODHS of any assignment or transfer of interest shall be deemed to create any obligation of ODHS in addition to those set forth in this Agreement.
- b. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties, their respective successors, and permitted assigns.

20. Resolution of Disputes. The parties shall attempt in good faith to resolve any dispute arising out of this Agreement. This may be done at any management level, including at a level higher than persons directly responsible for administration of the 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.

This Section shall survive expiration or termination of this Agreement.

21. Subcontracts. County shall not enter into any Subcontracts for any of the Work required by this Agreement without ODHS' prior written consent. In addition to any other provisions ODHS may require, County shall include in any permitted Subcontract under this Agreement provisions to require that ODHS will receive the benefit of Subcontractor performance as if the Subcontractor were County with respect to this Agreement. ODHS' consent to any Subcontract shall not relieve County of any of its duties or obligations under this Agreement.

22. No Third Party Beneficiaries. ODHS and County 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, indirectly or otherwise, to third persons any greater than the rights and benefits enjoyed by the general public unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

This Section shall survive expiration or termination of this Agreement.

23. 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.

This Section shall survive expiration or termination of this Agreement.

24. **Notice.** Except as otherwise expressly provided in this Agreement, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, e-mail, or mailing the same, postage prepaid to County or ODHS at the address or number set forth in this Agreement, or to such other addresses or numbers as either party may indicate pursuant to this Section. Any communication or notice so addressed and mailed by regular mail shall be deemed received and effective five days after the date of mailing. Any communication or notice delivered by e-mail shall be deemed received and effective five days after the date of e-mailing. Any communication or notice delivered by facsimile shall be deemed received and effective on the day the transmitting machine generates a receipt of the successful transmission, if transmission was during normal business hours of the County, or on the next business day if transmission was outside normal business hours of the County. Notwithstanding the foregoing, to be effective against the other party, any notice transmitted by facsimile must be confirmed by telephone notice to the other party. Any communication or notice given by personal delivery shall be deemed effective when actually delivered to the addressee.

ODHS: Office of Contracts & Procurement
635 Capitol Street NE, Suite 350
Salem, OR 97301
Telephone: 503-945-5818
Facsimile: 503-378-4324

County: Morrow County
Attn: Darrell Green
100 Court Street
P O Box 788
Heppner, Oregon 97836
Telephone: (541) 676-5620
Email: dgreen@co.morrow.or.us

This Section shall survive expiration or termination of this Agreement.

25. **Headings.** The headings and captions to sections of this Agreement have been inserted for identification and reference purposes only and shall not be used to construe the meaning or to interpret this Agreement.

This Section shall survive expiration or termination of this Agreement.

26. **Counterparts.** This Agreement and any subsequent amendments may be executed in several counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Agreement and any amendments so executed shall constitute an original.

27. **Amendments; Waiver; Consent.** ODHS may amend this Agreement to the extent provided herein, the solicitation document, if any from which this Agreement arose, and to the extent permitted by applicable statutes and administrative rules. No amendment, waiver, or other consent under this Agreement shall bind either party unless it is in writing and signed by both parties and when required, approved by the Department of

Justice. Such amendment, waiver, or consent shall be effective only in the specific instance and for the specific purpose given. The failure of either party to enforce any provision of this Agreement shall not constitute a waiver by that party of that or any other provision.

This Section shall survive the expiration or termination of this Agreement.

28. Reserved.

29. Contribution.

- a.** If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against a party (the "Notified Party") with respect to which the other party ("Other Party") may have liability, the Notified Party must promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party a copy of the claim, process, and all legal pleadings with respect to the Third-Party Claim. Either party is entitled to participate in the defense of a Third-Party Claim, and to defend a Third-Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this paragraph and meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third-Party Claim with counsel of its own choosing are conditions precedent to the Other Party's liability with respect to the Third-Party Claim.
- b.** With respect to a Third Party-Claim for which the State is jointly liable with County (or would be if joined in the Third-Party Claim), the State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by County in such proportion as is appropriate to reflect the relative fault of the State on the one hand and of County on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the State on the one hand and of County on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if the State had sole liability in the proceeding.
- c.** With respect to a Third Party Claim for which County is jointly liable with the State (or would be if joined in the Third Party Claim), County shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the State in such proportion as is appropriate to reflect the relative fault of County on the one hand and of the State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of County on the one hand and of the State on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information

and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The County's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if it had sole liability in the proceeding.

d. This Section shall survive the expiration or termination of this Agreement.

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

This Section shall survive the expiration or termination of this Agreement.

31. Stop-Work Order.

ODHS may, at any time, by written notice to County, require County to stop all, or any part of the Work required by this Agreement for a period of up to 90 calendar days after the date of the notice, or for any further period to which the parties may agree through a duly executed amendment. Upon receipt of the notice, County shall immediately comply with the Stop-Work Order terms and take all necessary steps to minimize the incurrence of costs allocable to the Work affected by the stop work order notice. Within a period of 90 calendar days after issuance of the written notice, or within any extension of that period to which the parties have agreed, ODHS shall either:

- a. Cancel or modify the stop work order by a supplementary written notice; or
- b. Terminate the Work as permitted by either the Default or the Convenience provisions of Section 13 "Termination".

If the Stop Work Order is canceled, ODHS may, after receiving and evaluating a request by County, make an adjustment in the time required to complete this Agreement and the Agreement price by a duly executed amendment.

This Section shall survive expiration or termination of this Agreement.

32. Purchase and Disposition of Equipment.

- a. For purposes of this Section, "Equipment" means tangible, non-expendable personal property having a useful life of more than one year and a net acquisition cost of more than \$5,000 per unit. However, for purposes of information technology equipment, the monetary threshold does not apply (except as provided below for software and storage devices). Information technology equipment shall be tracked for the mandatory line categories listed below:

Network

Personal Computer
Printer/Plotter
Server

Storage devices that will contain Client information.

Storage devices that will not contain Client information when the acquisition cost is \$100 or more.

Software when the acquisition cost is \$100 or more.

- b.** For any Equipment authorized by ODHS for purchase with funds from this Agreement, ownership shall be in the name of County and County is required to accurately maintain the following Equipment inventory records:
- (1) description of the Equipment;
 - (2) serial number;
 - (3) where Equipment was purchased;
 - (4) acquisition cost and date; and
 - (5) location, use, and condition of the Equipment.
- c.** Upon termination of this Agreement, or any Service thereof, for any reason whatsoever, County shall, upon request by ODHS, immediately, or at such later date specified by ODHS, tender to ODHS any and all Equipment purchased with funds under this Agreement as ODHS may require to be returned to the State. At ODHS' direction, County may be required to deliver said Equipment to a subsequent contractor for that contractor's use in the delivery of Services formerly provided by County. Upon mutual agreement, in lieu of requiring County to tender the Equipment to ODHS or to a subsequent contractor, ODHS may require County to pay to ODHS the current value of the Equipment. Equipment value will be determined as of the date of Agreement or Service termination.
- d.** If funds from this Agreement are authorized by ODHS to be used as a portion of the purchase price of Equipment, requirements relating to title, maintenance, Equipment inventory reporting and residual value shall be negotiated, and the agreement reflected in a special condition authorizing the purchase.
- e.** Notwithstanding anything herein to the contrary, County shall comply with 45 CFR 75.352, which, generally, describes the required maintenance, documentation, and allowed disposition of equipment purchased with federal grant funds.

EXHIBIT F

Federal Terms and Conditions

General Applicability and Compliance. Unless exempt under 45 Part 87 for Faith-Based Organizations (Federal Register, July 16, 2004, Volume 69, #136), or other federal provisions, County shall comply and, as indicated, cause all subcontractors to comply with the following federal requirements to the extent that they are applicable to this Agreement, to County, or to the Work, or to any combination of the foregoing. For purposes of this Agreement, all references to federal and state laws are references to federal and state laws as they may be amended from time to time.

- 1. Miscellaneous Federal Provisions.** County shall comply and require all subcontractors to comply with all federal laws, regulations, and executive orders applicable to the Agreement or to the delivery of the Work. Without limiting the generality of the foregoing, County expressly agrees to comply and require all subcontractors to comply with the following laws, regulations and executive orders to the extent they are applicable to the Agreement: (a) Title VI and VII of the Civil Rights Act of 1964, as amended, (b) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, (c) the Americans with Disabilities Act of 1990, as amended, (d) Executive Order 11246, as amended, (e) the Health Insurance Portability and Accountability Act of 1996, as amended, (f) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended, (g) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, (h) all regulations and administrative rules established pursuant to the foregoing laws, (i) all other applicable requirements of federal civil rights and rehabilitation statutes, rules and regulations, and (j) all federal laws requiring reporting of ODHS Client abuse. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated. No Federal Funds may be used to provide Work in violation of 42 U.S.C. 14402.
- 2. Equal Employment Opportunity.** If this Agreement, including amendments, is for more than \$10,000, then County shall comply and require all subcontractors to comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60).
- 3. Clean Air, Clean Water, EPA Regulations.** If this Agreement, including amendments, exceeds \$100,000 then County shall comply and require all subcontractors to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 7606), the Federal Water Pollution Control Act as amended (commonly known as the Clean Water Act) (33 U.S.C. 1251 to 1387), specifically including, but not limited to Section 508 (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (2 CFR Part 1532), which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to ODHS, United States Department of Health and Human Services and the appropriate Regional Office of the Environmental Protection Agency. County shall include and require all subcontractors to include in all

contracts with subcontractors receiving more than \$100,000, language requiring the subcontractor to comply with the federal laws identified in this Section.

4. **Energy Efficiency.** County shall comply and require all subcontractors to comply with applicable mandatory standards and policies relating to energy efficiency that are contained in the Oregon energy conservation plan issued in compliance with the Energy Policy and Conservation Act 42 U.S.C. 6201 et. seq. (Pub. L. 94-163).
5. **Truth in Lobbying.** By signing this Agreement, the County certifies, to the best of the County's knowledge and belief that:
 - a. No federal appropriated funds have been paid or will be paid, by or on behalf of County, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.
 - b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the County shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
 - c. The County shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients and subcontractors shall certify and disclose accordingly.
 - d. This certification is a material representation of fact upon which reliance was placed when this Agreement was made or entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
 - e. No part of any Federal Funds paid to County under this Agreement shall be used, other than for normal and recognized executive legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the United States Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government itself.

General Service Administration's "List of Parties Excluded from Federal Procurement or Nonprocurement Programs" in accordance with Executive Orders No. 12549 and No. 12689, "Debarment and Suspension" (See 2 CFR Part 180). This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory authority other than Executive Order No. 12549. subcontractors with awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award.

9. **Drug-Free Workplace.** County shall comply and require all subcontractors to comply with the following provisions to maintain a drug-free workplace:
- a. County certifies that it will provide a drug-free workplace by publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, except as may be present in lawfully prescribed or over-the-counter medications, is prohibited in County's workplace or while providing services to ODHS Clients. County's notice shall specify the actions that will be taken by County against its employees for violation of such prohibitions;
 - b. Establish a drug-free awareness program to inform its employees about: The dangers of drug abuse in the workplace, County's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations;
 - c. Provide each employee to be engaged in the performance of services under this Agreement a copy of the statement mentioned in paragraph a. above;
 - d. Notify each employee in the statement required by paragraph a. above that, as a condition of employment to provide services under this Agreement, the employee will: abide by the terms of the statement, and notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
 - e. Notify ODHS within ten calendar days after receiving notice under subparagraph d. above from an employee or otherwise receiving actual notice of such conviction;
 - f. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted as required by Section 5154 of the Drug-Free Workplace Act of 1988;
 - g. Make a good-faith effort to continue a drug-free workplace through implementation of subparagraphs a. through f. above;
 - h. Require any subcontractor to comply with subparagraphs a. through g. above;
 - i. Neither County, or any of County's employees, officers, agents, or subcontractors may provide any service required under this Agreement while under the influence of drugs. For purposes of this provision, "under the influence" means: observed abnormal behavior or impairments in mental or physical performance leading a

reasonable person to believe the County or County's employee, officer, agent or subcontractor has used a controlled substance, prescription or non-prescription medication that impairs the County or County's employee, officer, agent or subcontractor's performance of essential job function or creates a direct threat to ODHS Clients or others. Examples of abnormal behavior include, but are not limited to, hallucinations, paranoia, or violent outbursts. Examples of impairments in physical or mental performance include, but are not limited to slurred speech, difficulty walking or performing job activities; and

- j. Violation of any provision of this subsection may result in termination of this Agreement.
10. **Pro-Children Act.** County shall comply and require all subcontractors to comply with the Pro-Children Act of 1994 (codified at 20 U.S.C. 6081 et. seq.).
11. **Medicaid Services.** County shall comply with all applicable federal and state laws and regulation pertaining to the provision of Medicaid Services under the Medicaid Act, Title XIX, 42 U.S.C. 1396 et. seq., including without limitation:
- a. Keep such records as are necessary to fully disclose the extent of the services provided to individuals receiving Medicaid assistance and shall furnish such information to any state or federal agency responsible for administering the Medicaid program regarding any payments claimed by such person or institution for providing Medicaid Services as the state or federal agency may from time to time request. 42 U.S.C. 1396a (a)(27); 42 CFR Part 431.107(b)(1) & (2).
 - b. Comply with all disclosure requirements of 42 CFR Part 1002.3(a) and 42 CFR Part 455 Subpart (B).
 - c. Maintain written notices and procedures respecting advance directives in compliance with 42 U.S.C. 1396(a)(57) and (w), 42 CFR Part 431.107(b)(4), and 42 CFR Part 489 Subpart I.
 - d. Certify when submitting any claim for the provision of Medicaid Services that the information submitted is true, accurate and complete. County shall acknowledge County's understanding that payment of the Claim will be from federal and state funds and that any falsification or concealment of a material fact may be prosecuted under federal and state laws.
 - e. Entities receiving \$5 million or more annually (under this Agreement and any other Medicaid contract) for furnishing Medicaid health care items or services shall, as a condition of receiving such payments, adopt written fraud, waste and abuse policies and procedures and inform employees, contractors and agents about the policies and procedures in compliance with Section 6032 of the Deficit Reduction Act of 2005, 42 U.S.C. 1396a(a)(68).
12. **Agency-based Voter Registration.** If applicable, County shall comply with the Agency-based Voter Registration sections of the National Voter Registration Act of 1993 that require voter registration opportunities be offered where an individual may apply for or receive an application for public assistance.

13. Disclosures.

- a.** 42 CFR Part 455.104 requires the State Medicaid agency to obtain the following information from any provider of Medicaid or CHIP services, including fiscal agents of Providers and managed care entities: (1) the name and address (including the primary business address, every business location and P.O. Box address) of any person (individual or corporation) with an ownership or control interest in the Provider, fiscal agent or managed care entity; (2) in the case of an individual, the date of birth and Social Security Number, or, in the case of a corporation, the tax identification number of the entity, with an ownership interest in the provider, fiscal agent or managed care entity or of any subcontractor in which the provider, fiscal agent or managed care entity has a 5% or more interest; (3) whether the person (individual or corporation) with an ownership or control interest in the provider, fiscal agent or managed care entity is related to another person with ownership or control interest in the Provider, fiscal agent or managed care entity as a spouse, parent, child or sibling, or whether the person (individual or corporation) with an ownership or control interest in any subcontractor in which the Provider, fiscal agent or managed care entity has a 5% or more interest is related to another person with ownership or control interest in the Provider, fiscal agent or managed care entity as a spouse, parent, child or sibling; (4) the name of any other Provider, fiscal agent or managed care entity in which an owner of the Provider, fiscal agent or managed care entity has an ownership or control interest; and, (5) the name, address, date of birth and Social Security Number of any managing employee of the Provider, fiscal agent or managed care entity.
- b.** County shall furnish to the State Medicaid agency or to the Health and Human Services (HHS) Secretary, within 35 days of the date of the request, full and complete information about the ownership of any subcontractor with whom the County has had business transactions totaling more than \$25,000 during the previous 12 month period ending on the date of the request, and any significant business transactions between the County, and any wholly owned supplier or between the County and any subcontractor, during the five year period ending on the date of the request. See, 42 CFR 455.105.
- c.** 42 CFR Part 455.434 requires as a condition of enrollment as a Medicaid or CHIP Provider, to consent to criminal background checks, including fingerprinting when required to do so under state law, or by the category of the Provider based on risk of fraud, waste and abuse under federal law.
- d.** As such, County must disclose any person with a 5% or greater direct or indirect ownership interest in the County whom has been convicted of a criminal offense related to that person's involvement with the Medicare, Medicaid, or Title XXI program in the last 10 years.
- e.** County shall ensure its Subcontractors make the disclosures required by this Section 13 to ODHS. ODHS reserves the right to take such action required by law, or where ODHS has discretion, as it deems appropriate, based on the

information received (or the failure to receive information) from the Provider, fiscal agent, or managed care entity.

- 14. Federal Intellectual Property Rights Notice.** The federal funding agency, as the awarding agency of the funds used, at least in part, for the Work performed under this Agreement, may have certain rights as set forth in the federal requirements pertinent to these funds. For purposes of this subsection, the terms “grant” and “award” refer to funding issued by the federal funding agency to the State of Oregon. The County agrees that it has been provided the following notice:
- a. The federal funding agency reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use the Work, and to authorize others to do so, for Federal Government purposes with respect to:
 - (1) The copyright in any Work developed under a grant, subgrant or contract under a grant or subgrant; and
 - (2) Any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support.
 - b. The parties are subject to applicable federal regulations governing patents and inventions, including government-wide regulations issued by the Department of Commerce at 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements.”
 - c. The parties are subject to applicable requirements and regulations of the federal funding agency regarding rights in data first produced under a grant, subgrant or contract under a grant or subgrant.
- 15. Federal Whistleblower Protection.** County shall comply, and ensure the compliance by subcontractors or subgrantees, with 41 U.S.C. 4712, Enhancement of contractor protection from reprisal for disclosure of certain information.

EXHIBIT G PART 1
Required Subcontractor Provisions

For purposes of this Exhibit G Part 1, Subcontractor means the individual or entity that is contracting directly with County to provide CDDP Services under this Agreement.

1. County intending to subcontract the entire CDDP Operation shall engage in discussions with ODDS about its role in continuing to operate a CDDP and whether ODDS should contract directly with the vendor for operation of the CDDP. If the County intends to retain the Agreement and chooses to subcontract, the County understands that all funds allocated by the State are intended solely for the operation of a CDDP and its delivery of services.
2. County subcontracting the entire CDDP operation shall include in the Subcontract all language from Exhibit A, Exhibit B Part 1, Exhibit B Part 2, Exhibit B Part 3, Exhibit C, Exhibit D, Exhibit E, Exhibit F, Exhibit G Part 2 and Attachment #2. Amended subcontracts must be forwarded to ODDS.Contracts@dhsosha.state.or.us. All funding provided to County must be paid to Subcontractor within ten business days of receipt of payment. County may not retain any funds related to the operation of the CDDP covered under this Agreement.
3. County subcontracting a portion of the CDDP, must include in the subcontracts all language from Exhibit A, Exhibit B Part 1, Exhibit B Part 2 if applicable Service Element Standards and Procedures are listed in the Subcontract, Exhibit C, Exhibit D, Exhibit E, Exhibit F, Exhibit G Part 2, and Attachment #2. All funding provided to County for the specific CDDP Service that is subcontracted must be paid to Subcontractor within ten business days of receipt of payment. County cannot retain any funds related to the specific CDDP Service that is subcontracted.
4. County entity serving as the CDDP will be responsible for oversight of the Subcontractor.
5. Subcontractor must agree that it is an independent contractor and not an agent of the State of Oregon, ODHS, or County.

EXHIBIT G PART 2

Subcontractor Insurance Requirements

County shall require its first tier Subcontractor(s) that are not units of local government as defined in ORS 190.003, if any, to: i) obtain insurance as specified under Section 1 and meeting all the requirements under Sections 2, 3, 4, 5, 6, 7, and 8 of this Exhibit G Part 2 before the Subcontractors perform under subcontracts between County and the Subcontractors, and ii) maintain the insurance in full force throughout the duration of the subcontracts. As used in this paragraph, a "first tier" Subcontractor is a contractor with whom County directly enters a Subcontract. It does not include a subcontractor with whom the Subcontractor enters a contract.

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 ODHS. County shall not authorize Subcontractors to begin work under the subcontracts until the insurance is in full force. Thereafter, County shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. County shall incorporate appropriate provisions in the subcontracts permitting it to enforce Subcontractor compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. Examples of "reasonable steps" include issuing stop work orders (or the equivalent) until the insurance is in full force or terminating the subcontracts, as permitted by the subcontracts, or pursuing legal action to enforce the insurance requirements. In no event shall County permit a Subcontractor to work under a Subcontract when County is aware that the Subcontractor is not in compliance with the insurance requirements.

For purposes of this Exhibit G Part 2 and the following Sections, Contractor means the individual or entity that is subcontracting directly with County for Services under this Agreement.

1. Insurance Requirements.

Contractor shall obtain at Contractor's expense the insurance specified in this Exhibit G Part 2 prior to performing under this contract and shall maintain it in full force and at its own expense throughout the duration of this contract, as required by any extended reporting period or tail coverage requirements, and all warranty periods that apply. Contractor shall obtain the following insurance from 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 ODHS and County. Coverage shall be primary and non-contributory with any other insurance and self-insurance, with the exception of Professional Liability and Workers' Compensation. Contractor shall pay for all deductibles, self-insured retention, and self-insurance, if any.

2. Workers' Compensation & Employers' Liability.

All employers, including Contractor, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017, and provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Contractor shall require and ensure that each of its subcontractors complies with these requirements. If Contractor is a subject employer, as defined in ORS 656.023, Contractor shall also obtain employers' liability insurance

coverage with limits not less than \$500,000 each accident. If Contractor is an employer subject to any other state's workers' compensation law, Contractor shall provide workers' compensation insurance coverage for its employees as required by applicable workers' compensation laws including employers' liability insurance coverage with limits not less than \$500,000 and shall require and ensure that each of its out-of-state subcontractors complies with these requirements.

3. Commercial General Liability Insurance.

Required **Not required**

Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverage that are satisfactory to the State of Oregon. This insurance shall include personal and advertising injury liability, products and completed operations, contractual liability coverage for the indemnity provided under this contract, and have no limitation of coverage to designated premises, project, or operation. Coverage shall be written on an occurrence basis in an amount of not less than \$2,000,000 per occurrence. Annual aggregate limit shall not be less than \$4,000,000.

4. Automobile Liability Insurance.

Required **Not required**

Automobile Liability Insurance covering Contractor's business use including coverage for all owned, non-owned, or hired vehicles with a combined single limit of not less than \$1,000,000 for bodily injury and property damage. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability and Automobile Liability). Use of personal automobile liability insurance coverage may be acceptable if evidence that the policy includes a business use endorsement is provided.

5. Professional Liability Insurance.

Required **Not required**

Professional Liability Insurance covering any damages caused by an error, omission or any negligent acts related to the services to be provided under this contract by the Contractor and Contractor's subcontractors, agents, officers, or employees in an amount not less than \$2,000,000 per claim. Annual aggregate limit shall not be less than \$4,000,000. If coverage is on a claims made basis, then either an extended reporting period of not less than 24 months shall be included in the Professional Liability Insurance coverage, or the Contractor shall provide Tail Coverage as stated below.

6. Network Security and Privacy Liability.

Required **Not required**

Contractor shall provide network security and privacy liability insurance for the duration of the contract and for the period of time in which Contractor (or its business associates or subcontractor(s)) maintains, possesses, stores or has access to ODHS or Client data, whichever is longer, with a combined single limit of no less than \$1,000,000 per claim or incident. This insurance shall include coverage for third party claims and for losses, thefts, unauthorized disclosures, access or use of ODHS or Client data (which may

include, but is not limited to, Personally Identifiable Information (PII), Payment Card Data, and Protected Health Information (PHI) in any format, including coverage for accidental loss, theft, unauthorized disclosure access or use of ODHS data.

7. Directors, Officers, and Organization Liability.

Required **Not required**

Directors, Officers, and Organization Insurance covering the Contractor's Organization, Directors, Officers, and Trustees actual or alleged errors, omissions, negligent, or wrongful acts, including improper governance, employment practices and financial oversight, including improper oversight and or use of grant funds and donor contributions which includes state or federal funds, with a combined single limit of no less than \$1,000,000 per claim.

8. Physical Abuse and Molestation Insurance Coverage.

Required **Not required**

Abuse and Molestation Insurance in a form and with coverage that are satisfactory to the State of Oregon covering damages arising out of actual or threatened physical abuse, mental injury, sexual molestation, negligent: hiring, employment, supervision, investigation, and reporting to proper authorities, and retention of any person for whom the Contractor is responsible including but not limited to Contractor and Contractor's employees and volunteers. Policy endorsement's definition of an insured shall include the Contractor, and the Contractor's employees and volunteers. Coverage shall be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence. Any annual aggregate limit shall not be less than \$3,000,000. Coverage can be provided by a separate policy or as an endorsement to the commercial general liability or professional liability policies. The limits shall be exclusive to this required coverage. Incidents related to or arising out of physical abuse, mental injury, or sexual molestation, whether committed by one or more individuals, and irrespective of the number of incidents or injuries or the time period or area over which the incidents or injuries occur, shall be treated as a separate occurrence for each victim. Coverage shall include the cost of defense and the cost of defense shall be provided outside the coverage limit.

9. Excess/Umbrella Insurance.

A combination of primary and excess and or umbrella insurance may be used to meet the required limits of insurance.

10. Additional Insured.

All liability insurance, except for Workers' Compensation, Professional Liability, and Network Security and Privacy Liability (if applicable), required under this contract must include an additional insured endorsement specifying the State of Oregon, its officers, employees and agents as Additional Insureds, including additional insured status with respect to liability arising out of ongoing operations and completed operations, but only with respect to Contractor's activities to be performed under this contract. Coverage shall be primary and non-contributory with any other insurance and self-insurance. The Additional Insured endorsement with respect to liability arising out of Contractor's ongoing operations must be on ISO Form CG 20 10 07 04 or equivalent and the

Additional Insured endorsement with respect to completed operations must be on ISO form CG 20 37 07 04 or equivalent.

11. Waiver of Subrogation.

Contractor shall waive rights of subrogation which Contractor or any insurer of Contractor may acquire against ODHS or State of Oregon by virtue of the payment of any loss. Contractor will obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not ODHS has received a waiver of subrogation endorsement from the Contractor or the Contractor's insurer(s).

12. Tail Coverage.

If any of the required insurance is on a claims made basis and does not include an extended reporting period of at least 24 months, 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 this contract, for a minimum of 24 months following the later of (i) Contractor's completion and ODHS' acceptance of all Services required under this contract, or, (ii) ODHS' or County's termination of contract, or, (iii) the expiration of all warranty periods provided under this contract.

13. Certificate(s) and Proof of Insurance.

Contractor shall provide to County Certificate(s) of Insurance for all required insurance before delivering any Goods and performing any Services required under this contract. The Certificate(s) shall list the State of Oregon, its officers, employees, and agents as a Certificate holder and as an endorsed Additional Insured. The Certificate(s) shall also include all required endorsements or copies of the applicable policy language effecting coverage required by this contract. If excess and or umbrella insurance is used to meet the minimum insurance requirement, the Certificate of Insurance must include a list of all policies that fall under the excess and or umbrella insurance. As proof of insurance ODHS and County have the right to request copies of insurance policies and endorsements relating to the insurance requirements in this contract.

14. Notice of Change or Cancellation.

The Contractor or its insurer must provide at least 30 days' written notice to ODHS and County before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

15. Insurance Requirement Review.

Contractor agrees to periodic review of insurance requirements by ODHS under this agreement and to provide updated requirements as mutually agreed upon by County and ODHS.

16. State Acceptance.

All insurance providers are subject to State acceptance. If requested by ODHS or County, Contractor shall provide complete copies of insurance policies, endorsements, self-insurance documents, and related insurance documents to ODHS' or County's representatives responsible for verification of the insurance coverages required under this Exhibit G Part 2.

EXHIBIT H PART 1
Privacy and Security Agreement

1. **PURPOSE.** County requires the Access described in Exhibit H Part 2 “Third Party Information System Access Request” (Form MSC 0785), which is hereby incorporated into this Exhibit H Part 1 by reference, to perform the Work. The terms and conditions of this Privacy and Security Agreement govern:
 - 1.1. County’s Use of Data;
 - 1.2. County’s Access to ODHS’ Information Assets and Systems;
 - 1.3. The periodic exchange of Data between ODHS’ and County’s systems via electronic means; and
 - 1.4. The interconnection between ODHS’ and County’s respective networks and information systems.
2. **TERM.** This Privacy and Security Agreement is effective for a period coterminous with the Agreement, subject to review at least annually by ODHS, unless terminated earlier by either party in accordance with the “Suspension or Termination” section of this Privacy and Security Agreement.
3. **DEFINITIONS.** The following definitions apply to this Privacy and Security Agreement:
 - 3.1. “Access” means the ability or the means necessary to read, communicate, or otherwise use ODHS or State Data, Network and Information Systems, and Information Assets
 - 3.2. “Breach” means the acquisition, access, exposure, use, or disclosure of Data or an Information Asset in a manner not in compliance with applicable law, rule, or policy, or Data loss, misuse, or compromise.
 - 3.3. “Client Records” includes any Client, applicant, or participant information regardless of the media or source, collected by County in the course of completing the Work, provided through the Network and Information Systems to County, or otherwise exchanged between the parties.
 - 3.4. “Data” means information created, transmitted, or stored through the Network and Information Systems, including metadata, personal information, and Client Records.
 - 3.5. “Incident” means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of any Network and Information System or Information Asset. An Incident is an observable, measurable occurrence that is a deviation from expected operations or activities. An Incident may be a Breach, failure to protect a User’s identification (ID), or theft of computer equipment that uses or stores any Information Asset.

- 3.6. “Individual Access Request (IAR)” refers to the ODHS form used to authorize a User, identify the User’s job assignment, and the required access to Network and Information System(s). It generates a unique alpha/numeric code used to access the ODHS Network and Information Systems.
 - 3.7. “Information Asset(s)” refers to all information provided through ODHS, regardless of the source, which requires measures for security and privacy. Includes Data.
 - 3.8. “Network and Information System(s)” means ODHS’ and the State of Oregon’s computer infrastructure which provides personal communications; Data such as Client Records; Access to other Information Assets, regional, wide area and local networks; and the internetworking of various types of networks.
 - 3.9. “User” means any individual authorized to access Network and Information Systems and who has an been assigned a unique log-on identifier.
4. **CHANGES TO PRIVACY AND SECURITY AGREEMENT.** Other than as allowed under this section, County shall be requested to submit input to a revised “Third Party Information System Access Request” (Form MSC 0785), to request changes to Exhibit H Part 2. ODHS will review County’s request and, if approved in writing by ODHS, the parties will amend the Agreement in accordance with Exhibit E, Section 27.
- 4.1. **Point of Contact Changes.** Each party will provide notification to the other of any change of its respective point(s) of contact noted in Exhibit H Part 2, including any technical lead, and name an interim or replacement person in any such notice. Exhibit H Part 1 will be deemed amended to include the updated information.
 - 4.2. **Administrative Changes.** County may request updates to Exhibit H that are administrative in nature and do not modify the mode of Access or type of data by submitting a written request to ODHS. Upon written acceptance by ODHS, Exhibit H will be deemed amended to include the updated information.
5. **NOTIFICATIONS.**
- 5.1. **Points of Contact.** The parties have designated their respective technical leads in Exhibit H Part 2. The parties will facilitate direct contacts between technical leads. The parties will provide notification to the other of any changes in technical point of contact information.
 - 5.2. **Breach Notification.** In the event County or its Subcontractors or agents discover or are notified of an Incident or a Breach, including a failure to comply with County’s confidentiality obligations under the Agreement, County shall immediately notify ODHS’ Program Sponsor identified in Section 4 of Exhibit H Part 2 (or delegate) of the Incident or Breach. If ODHS determines that an Incident or Breach requires notification of ODHS Clients, or other notification required by law, ODHS will have sole control over the notification content, timing, and method, subject to County’s obligations under applicable law.

- 5.3. **Requests for Data.** In the event County receives a third-party request for Data, including any electronic discovery, litigation hold, or discovery searches, County shall first give ODHS notice and provide such information as may be reasonably necessary to enable ODHS to protect its interests.
- 5.4. **Changes in Law.** Each party will provide notice to the other of any change in law, or any other legal development, which may significantly affect its ability to perform its obligations.
6. **GRANT OF LICENSE.** Subject to County's compliance with the Agreement, County is hereby granted a non-exclusive, non-transferable, and revocable authorization to Access and use Information Assets only in accordance with this Privacy and Security Agreement and applicable laws, rules, and policies. County and its employees, contractors, and agents shall not manipulate any URL or modify, publish, transmit, reverse engineer, participate in any unauthorized transfer or sale of, create derivative works of, or in any way exploit the content or software comprising this Access, or Information Assets made available through this Access.
7. **DATA PRIVACY.** In addition to County's obligations under Exhibit D "General Terms and Conditions", Section 9 regarding Confidentiality of Information:
- 7.1. **Generally.** County shall hold all Client Records, and other information as to personal facts and circumstances obtained by County on ODHS Clients, as confidential, using the highest standard of care applicable to the Client Records, and shall not divulge any Client Records without the written consent of the Client, the Client's attorney, the responsible parent of a minor child, or the minor child's guardian except as required by other terms of this Privacy and Security Agreement or applicable law.
- 7.2. **Limited Purposes.** County shall limit the use or disclosure of Data concerning Clients to persons directly connected with the administration of this Privacy and Security Agreement or the Agreement. Confidentiality policies apply to all requests from outside sources.
- 7.3. **Privacy Protections.** Data may include information, such as Client Records, subject to specified confidentiality protections under state or federal law. County shall comply with laws, regulations, and policies applicable to the information described in Exhibit H Part 2, including as specified in the Agreement.
- 7.4. **Training.** County's employees, subcontractors, and agents who will Access Data have received training on the privacy and security obligations relating to the Data, including Client Records. County shall provide periodic privacy and security training to its employees, subcontractors, and agents.
8. **SECURITY REQUIREMENTS.**
- 8.1. **Compliance with Laws, Regulations, and Policies.** County and its employees, contractors, and agents shall comply with all applicable state and federal laws and regulations, and State of Oregon policies governing use and disclosure of Data (including Client Records) and Access to Information Assets, including as those laws, regulations, and policies may be updated from time to time. Applicable laws, regulations, and policies include but are not limited to:

- 8.1.1. ODHS and OHA Information Security and Privacy Policies:
<https://www.oregon.gov/oha/FOD/OIS-ISPO/Pages/Policies.aspx>
- 8.1.2. ODHS and OHA Privacy and Confidentiality administrative rules, OAR Chapter 407, Division 14, and OAR Chapter 943, Division 14.
- 8.1.3. The Health Insurance Portability and Accountability Act (HIPAA), including as amended by the Health Information Technology for Economic and Clinical Health (“HITECH”) Act, Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009, Public Law 111-5 (“ARRA”), and its implementing Privacy Rule and Security Rule, 45 CFR Parts 160 and 164. County shall comply with HIPAA Compliance included in the Agreement in Exhibit D “General Terms and Conditions”, Section 12 in connection with County’s Access.
- 8.1.4. The Oregon Consumer Identity Theft Protection Act, ORS 646A.600 through 646A.628, to the extent applicable.
- 8.1.5. Oregon’s Statewide Information Security Standards:
<https://www.oregon.gov/das/OSCIO/Documents/2019StatewideInformationAndCyberSecurityStandardsV1.0.pdf>
- 8.2. **Responsible for Compliance.** County is responsible for the compliance of its employees, agents, and subcontractors with this Privacy and Security Agreement and with any third-party licenses to which Access is subject.
- 8.3. **Privacy and Security Measures.** County represents and warrants it has established and will maintain privacy and security measures that meet or exceed the standards set in laws, rules, and regulations applicable to the safeguarding, security and privacy of Data, including Client Records, all Information Assets, regardless of the media, and all Network and Information Systems. County shall monitor, periodically assess, and update its security controls and risk to ensure continued effectiveness of those controls.
- 8.4. **Security Risk Management Plan.** County shall ensure the level of security and privacy protection required in accordance with this Privacy and Security Agreement is documented in a security risk management plan. County shall make its security risk management plan available to ODHS for review upon request.
- 8.5. **Audit Rights and Access.** County shall maintain records in such a manner as to clearly document its compliance with and performance under this Privacy and Security Agreement, and provide ODHS, the Oregon Secretary of State, the federal government, and their duly authorized representatives access to County’s officers, agents, contractors, subcontractors, employees, facilities and records for ODHS to:
 - 8.5.1. Determine County’s compliance with this Privacy and Security Agreement,
 - 8.5.2. Validate County’s written security risk management plan, or

- 8.5.3. Gather or verify any additional information ODHS may require to meet any state or federal laws, rules, or orders regarding Information Assets.
- 8.5.4. Access to facilities, systems, and records under this section will be granted following reasonable notice to County. Records include paper or electronic form, system security logs, and related system components and tools (including hardware and software), required to perform examinations and audits, and to make excerpts and transcripts, including for data forensics.

9. ACCESS TO ODHS SYSTEMS.

- 9.1. **ODHS Review of User Requests.** If required for Access, ODHS will review requests, including forms such as the IAR, and will:
 - 9.1.1. Notify County of the approval or denial of its request for each User for whom Access has been requested;
 - 9.1.2. Provide any unique log-on identifier required for authorized Access;
 - 9.1.3. Provide updates to approved inquiry processes and instructions to County.
- 9.2. **County's Responsibilities for User Accounts.** County shall facilitate completion of any forms (such as the IAR) for each person for whom Access is requested.
 - 9.2.1. County is responsible for all activities that occur through its Access, including for any acts related to a lost or stolen User ID or password.
 - 9.2.2. County is responsible for ensuring information provided by its Users is accurate, complete, and up to date.
 - 9.2.3. County shall immediately notify ODHS when a User, group of Users, or County, no longer requires Access whether due to changes in duties or due to changes in County's programs related to the Agreement.
- 9.3. **Security and Disposal.** County shall maintain security of equipment, and ensure the proper handling, storage and disposal of all Information Assets accessed, obtained, or reproduced by County and its Users to prevent inadvertent destruction or loss. County shall ensure proper disposal of equipment and Information Assets when authorized use ends, consistent with County's record retention obligations and obligations regarding Information Assets under the Agreement.
- 9.4. **Prevention of Unauthorized Access.** County shall prevent any Access to State of Oregon Network and Information Systems by its Users that is not authorized in accordance with the Agreement and applicable law and shall implement and maintain safeguards to prevent unauthorized access.
- 9.5. **Access from Outside the US and its Territories.** County Access to the state network from outside the US and its territories is prohibited unless approved by the ODHS|OHA Chief Information Risk Officer (CIRO). If approved, the County shall provide ODHS|OHA with the IP addresses, or IP address range, to be used to Access the network. Any changes to the provided IP addresses, or IP range, shall be immediately communicated to ODHS|OHA or Access could be affected.

- 9.5.1. County shall not allow use of any Information Asset in any country or territory in any manner prohibited by governing applicable law, rule, or policy.
- 9.6. **Authorized Access and Use Only.** No User may Access or use Data for any purpose other than those specifically authorized through the Agreement.
- 9.6.1. Users shall not use Access to obtain or attempt to obtain any Data or Information Assets not authorized or intentionally made available.
- 9.6.2. The use and disclosure of any Information Asset is strictly limited to the minimum information necessary to the exchange of Data between the parties described in Exhibit H Part 2.
- 9.6.3. Except as otherwise specified or approved by ODHS, neither County nor its Users may modify, alter, delete, or destroy any Information Asset.
- 9.7. **Revocation or Termination of Access.** Breach, or wrongful use or disclosure of Information Assets by County or its Users, may cause the immediate revocation of the Access granted through this Privacy and Security Agreement, in the sole discretion of ODHS, or ODHS may specify a reasonable opportunity for County to cure the unauthorized use or disclosure and end the violation, and terminate the Access if County does not do so within the time specified by ODHS. Legal actions also may be taken for violations of applicable regulations and laws.
- 9.8. **No Unauthorized Distribution.** County shall not sell, make available, or provide Information Assets in any form to any other persons or organizations, and shall not use the Information Assets for any purposes other than as allowed under the Agreement and applicable law.
- 9.9. **No Impairment.** County shall not use this Access in any manner which could damage, disable, overburden, or impair Network and Information Systems or interfere with any other entity's use or benefit of Network and Information Systems.
- 9.10. **Prohibition on Data Mining.** County shall not capture, maintain, scan, index, share or use Data stored or transmitted by virtue of this interconnection, or otherwise use any data-mining technology, for any non-authorized activity. For purposes of this requirement, "non-authorized activity" means the data mining or processing of data, stored or transmitted through the Network and Information Systems, for unrelated commercial purposes, advertising or advertising-related purposes, or for any other purpose other than security analysis that is not explicitly authorized in this Privacy and Security Agreement.
- 9.11. **Incidents and Breaches.** County shall comply, and shall cause its subcontractors to comply, with any requirements for identifying and addressing an Incident or Breach. This requirement applies regardless of whether the Incident or Breach was accidental or otherwise.

10. SUSPENSION OR TERMINATION.

- 10.1. This Privacy and Security Agreement may be terminated at any time by written agreement of the parties.

- 10.2. This Privacy and Security Agreement may be terminated by either party upon thirty (30) calendar days' written notice to the other party.
 - 10.3. Access and this Privacy and Security Agreement may be terminated immediately upon written notice from County if Access is no longer needed by County.
 - 10.4. ODHS may immediately revoke the Access granted County for County's failure to comply with the requirements of this Privacy and Security Agreement. In such event, ODHS will provide subsequent written notice to County's point of contact. ODHS may, to the extent it determines it is reasonable and able to do so, provide advance notice to County to cure any deficiency or breach of this Privacy and Security Agreement.
 - 10.5. Either party may terminate this Privacy and Security Agreement, and ODHS may modify Access, upon written notice if there are changes to or revised interpretations of federal or state laws, rules, or regulations, or if either party has changes in policies that require such action.
- 11. RETURN OF INFORMATION ASSETS.** Upon expiration or termination of the Agreement or this Privacy and Security Agreement for any reason whatsoever, County shall immediately deliver to ODHS all of ODHS' Information Assets, including Data and Client Records, that are in the possession or under the control of County in whatever stage and form of recordation such property is expressed or embodied at that time.
- 11.1. Except as necessary to meet obligations under Exhibit E "Standard Terms and Conditions", Section 16 "Records Maintenance, Access", County shall not retain any copies of Information Assets. County shall notify ODHS of any conditions that make returning all ODHS Information Assets not feasible. Upon ODHS' written acknowledgement that returning all Information Assets is not feasible, County shall purge or destroy retained Data in all its forms in accordance with the most current version of NIST SP 800-88 (or other agreed-upon standard) and on request provide ODHS with written certification of sanitization.
 - 11.2. County shall maintain protections required by law or the Agreement for any retained State of Oregon Information Asset for so long as County (including through any subcontractor) retains it.
- 12. INDEMNIFICATION AND INSURANCE.** Indemnification and insurance coverages provided by County under the Agreement apply to this Privacy and Security Agreement.
- 13. COSTS.** Each party will bear its own costs related to the acquisition of all equipment, software, data lines or connections necessary for Access, unless otherwise agreed to by written agreement between the parties. Each party is responsible for securing compatible hardware, equipment, and software, and network connections. Each party is responsible for complying with the licenses for third party products, including software and services that allow Access.
- 14. SURVIVAL.** Access and rights to use Information Assets ceases upon termination of this Privacy and Security Agreement. Rights and obligations which expressly or by their nature survive termination do so survive, and include this section, provisions regarding warranties and liabilities, indemnification, and confidentiality and non-disclosure.

15. **INTERPRETATION.** Any ambiguity in this Privacy and Security Agreement will be resolved to permit ODHS to comply with applicable privacy and security laws and State of Oregon and ODHS policies interpreting those laws.
16. **SUBCONTRACTORS.** County shall ensure all Subcontractors providing services related to this Privacy and Security Agreement are held to the same requirements as County.

EXHIBIT H PART 2



SHARED SERVICES
Information Security and Privacy Office



Third Party Information System Access Request

Reset form

An DHS or OHA program completes this form to request access for a third-party entity* (*organization or individual*) to data within an DHS or OHA information system or network.

*Please note that each entity only needs one form.

Hover over blue text for more information.

Request type (required): New request (ISPO will add agreement number)	Agreement number:
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Section 1. Third party information

This section defines the third party needing access to DHS/OHA network and information system(s). A third party is any individual or entity that is not part of the DHS/OHA workforce. Workforce means employees, volunteers, trainees and other individuals whose DHS or OHA work is under that agency's direct control. This applies to paid and unpaid workforce members.

Third-party agreement administrator contact information

This individual signs the contracts for the third party. (This is NOT a DHS/OHA employee.)

Organization/entity name: Morrow County	
Contact name (first, last):	Darrell Green
Position/title:	Unsure
Work street address:	100 Court St / PO Box 788
City, State, ZIP:	Heppner / OR / 97836
Phone:	541-676-5620
Email:	dgreen@co.morrow.or.us
Website address (optional):	

Additional contact for third party

This individual will be the contact for setting up or terminating users for the third party. (This is not a DHS/OHA employee.)

Same contact information as above.

Section 2. Governing contract details

A DHS/OHA employee fills out this section. If a governing contract applies, please complete all applicable fields, below.

Does a governing contract establish a need for access? Yes No

Governing contract type	Contract number	Expiration date:
Contract:	169202-0	06/30/2023
Data use agreement:		

Agreement #: Org name: Morrow County

Page 1 of 4 MSC 0785 (7/2018)

EXHIBIT H PART 2

Memorandum of understanding:		
Other contract (if applicable):		

Background checks

Please ensure all applicable required background checks are completed. DHS and OHA systems containing or accessing regulated data may require additional background check requirements beyond the pre-employment background checks. Regulated data sets requiring additional background checks include but are not limited to:

- Criminal Justice Information (CJI) in the Criminal Justice Information Services (CJIS) policy, 5.12.1 Personnel Security Policy and Procedures
- Federal tax information (FTI) as documented in Internal Revenue Service (IRS) Publication 1075, 5.1.1 Background Investigation Minimum Requirements.

Direct questions related to the background check process to BCU.Info@state.or.us or 503-378-5470 or 1-888-272-5545.

Section 3. Access description

Reason for access

Describe in detail the business need for access:

3rd party needs to access CAM to provide information regarding serious incidents as a part of case management of I/DD clients as well as adult protective services that are required by each CDDP.

Requested access start date: 07/01/2021

Method of access

Check all methods the third party will use to access DHS/OHA information systems.

- DHS/OHA on-site Will only use DHS/OHA supplied PC, laptop or workstation: Yes No
- Remote access via VPN Will only use DHS/OHA supplied PC, laptop or workstation: Yes No
- Remote access via Citrix
- Access to folder on Secure File Transfer Protocol (SFTP) server
- Other (explain below): Will only use DHS/OHA supplied PC, laptop or workstation: Yes No

continued 3rd party access to CAM and other ODDS systems needed to fulfill contract requirements.

Access and information flow will occur from:

DHS/OHA to third party (i.e., third party has access to DHS/OHA's information assets and systems)

Scope of access

List all system names the third party needs to access. (This form authorizes access for the third-party organization as a whole. A partner number [P#] and a network login are needed to access the following information systems. The system-specific individual user access request forms must be used to request access for individual third-party employees using the system.)

- Email:** DHS/OHA email account authorized. This authorizes the third party to get DHS/OHA email accounts after receiving a completed individual user access request form for each individual.
- Network:** Network login authorized. This authorizes the third party to get DHS/OHA network login IDs after receiving a completed individual user access request form for each individual.

EXHIBIT H PART 2

City, State, ZIP:	Salem, OR 97301
Phone (include ext.):	503-945-6675
Email:	leaann.stutheit@dhsoha.state.or.us

Section 5. Program requestor

The program requestor is the DHS or OHA staff person who works with the third party on a day-to-day basis. That person requests the access agreement for the third party. The requestor can be the same person as the program sponsor or contract administrator. However, a program can list separate requestors/contract administrators. This will ensure all relevant parties receive contract communication and expiration notices.

Check this box and skip this section if the program requestor is also the program sponsor.

Submission

Click the submit button below to submit electronically, or email this completed form to the Information Exchange (InfoEx) Program within the Information Security and Privacy Office at DHSOHA.InfoEx@dhsoha.state.or.us. You can also email this address if you need more help.

Policy reference: <https://apps.state.or.us/Forms/Served/de090-003.pdf>

Submit by email

DHS/OHA Information Security and Privacy Office use only

Date received:	Date completed:
Date approved by all information owners:	Date executed:
Notes:	
Completed by:	

ATTACHMENT #1
Days and Hours of Operation

During the Agreement period stated on page 2, the CDDP will maintain the following days and hours of operation:

Days of Operation: _____ through _____

Hours of Operation: _____ until _____

Hours of Operation begin when the majority of CDDP staff are expected to be in the office or at their remote workstations and end when the majority of CDDP staff are expected to leave the office or their remote workstations.

Submitted by: _____

Date completed: _____

Name:	Title:	Percentage of Ownership:	
Residence Street Address:	City:	State:	Zip:
SSI or EIN:	DOB:		
Do you have any other ODHS Provider numbers: (e.g. Personal Support Worker, Provider Agency Foster Home Provider): Yes No			
If yes, please list all Provider names and numbers:			
Check if this person has ever been convicted of a criminal offense or has been suspended or debarred from participation related to that person's involvement in any program under Medicare, Medicaid or the Title XIX service program since the inception of those programs in the United States or its territories:			

Name:	Title:	Percentage of Ownership:	
Residence Street Address:	City:	State:	Zip:
SSI or EIN:	DOB:		
Do you have any other ODHS Provider numbers: (e.g. Personal Support Worker, Provider Agency Foster Home Provider): Yes No			
If yes, please list all Provider names and numbers:			
Check if this person has ever been convicted of a criminal offense or has been suspended or debarred from participation related to that person's involvement in any program under Medicare, Medicaid or the Title XIX service program since the inception of those programs in the United States or its territories:			

Name:	Title:	Percentage of Ownership:	
Residence Street Address:	City:	State:	Zip:
SSI or EIN:	DOB:		
Do you have any other ODHS Provider numbers: (e.g. Personal Support Worker, Provider Agency Foster Home Provider): Yes No			
If yes, please list all Provider names and numbers:			
Check if this person has ever been convicted of a criminal offense or has been suspended or debarred from participation related to that person's involvement in any program under Medicare, Medicaid or the Title XIX service program since the inception of those programs in the United States or its territories:			

Name:	Title:	Percentage of Ownership:	
Residence Street Address:	City:	State:	Zip:
SSI or EIN:	DOB:		
Do you have any other ODHS Provider numbers: (e.g. Personal Support Worker, Provider Agency Foster Home Provider): Yes No			
If yes, please list all Provider names and numbers:			
Check if this person has ever been convicted of a criminal offense or has been suspended or debarred from participation related to that person's involvement in any program under Medicare, Medicaid or the Title XIX service program since the inception of those programs in the United States or its territories:			

Name:	Title:	Percentage of Ownership:	
Residence Street Address:	City:	State:	Zip:
SSI or EIN:	DOB:		
Do you have any other ODHS Provider numbers: (e.g. Personal Support Worker, Provider Agency Foster Home Provider): Yes No			
If yes, please list all Provider names and numbers:			
Check if this person has ever been convicted of a criminal offense or has been suspended or debarred from participation related to that person's involvement in any program under Medicare, Medicaid or the Title XIX service program since the inception of those programs in the United States or its territories:			

Name:	Title:	Percentage of Ownership:	
Residence Street Address:	City:	State:	Zip:
SSI or EIN:	DOB:		
Do you have any other ODHS Provider numbers: (e.g. Personal Support Worker, Provider Agency Foster Home Provider): Yes No			
If yes, please list all Provider names and numbers:			
Check if this person has ever been convicted of a criminal offense or has been suspended or debarred from participation related to that person's involvement in any program under Medicare, Medicaid or the Title XIX service program since the inception of those programs in the United States or its territories:			

If there are more individuals that need to be reported, please add additional pages.

Confidential
CONTRACTOR TAX IDENTIFICATION INFORMATION
For Accounting Purposes Only

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

Document number: 169202-0

Legal name (tax filing): County of Morrow

DBA name (if applicable): Morrow County

Billing address: P.O. Box 867

City: Heppner **State:** OR **Zip:** 97836

Phone: (541) 676-2529

FEIN: 93-6002308

- OR -

SSN: _____

AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

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

Attached is Amendment 5 to our OHA Intergovernmental Agreement # 166052 for the financing of Mental Health Addiction Treatment, Recovery & Prevention, and Problem Gambling Services. The amendment is adding funds for Residential Community Health Treatment Services for Adults for the time period of 1/1/2021 to 12/31/2021.

2. FISCAL IMPACT:

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

Motion to have the County Administrator sign the OHA IGA #166052 Amendment 5 as presented.

Attach additional background documentation as needed.



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

**FIFTH AMENDMENT TO
OREGON HEALTH AUTHORITY
2021 INTERGOVERNMENTAL AGREEMENT FOR THE FINANCING OF MENTAL
HEALTH, ADDICTION TREATMENT, RECOVERY, & PREVENTION, AND
PROBLEM GAMBLING SERVICES AGREEMENT #166052**

This Fifth Amendment to Oregon Health Authority 2021 Intergovernmental Agreement for the Financing of Community Mental Health, Addiction Treatment, Recovery, & Prevention, and Problem Gambling Services effective as of January 1, 2021 (as amended, the "Agreement"), is entered into, as of the date of the last signature hereto, by and between the State of Oregon acting by and through its Oregon Health Authority ("OHA") and **Morrow County** ("County").

RECITALS

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

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

AGREEMENT

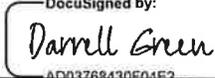
1. The financial and service information in the Financial Assistance Award are hereby amended as described in Attachment 1 attached hereto and incorporated herein by this reference. Attachment 1 must be read in conjunction with the portion of Exhibit C of the Agreement that describes the effect of an amendment of the financial and service information.
2. Capitalized words and phrases used but not defined herein shall have the meanings ascribed thereto in the Agreement.
3. County represents and warrants to OHA that the representations and warranties of County 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. Except as amended hereby, all terms and conditions of the Agreement remain in full force and effect.
5. 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.

6. Signatures.

Morrow County

By:

 <small>AD03768430F04E2</small>	Darrell Green	County Administrator	8/27/2021
Authorized Signature	Printed Name	Title	Date

State of Oregon acting by and through its Oregon Health Authority

By:

Authorized Signature	Printed Name	Title	Date

Approved by: Director, OHA Health Systems Division

By:

Authorized Signature	Printed Name	Title	Date

Approved for Legal Sufficiency:

Approved by Steven Marlowe, Senior Assistant Attorney General, Department of Justice, Tax and Finance Section, on April 30, 2019; e-mail in contract file.

**ATTACHMENT 1
EXHIBIT C
Financial Pages**

MODIFICATION INPUT REVIEW REPORT

MOD#: M0501

CONTRACT#: 166052

CONTRACTOR: MORROW COUNTY

INPUT CHECKED BY: _____ DATE CHECKED: _____

SE#	FUND	PROJ CODE	CPMS PROVIDER	EFFECTIVE DATES	SLOT CHANGE/TYPE	RATE	OPERATING DOLLARS	STARTUP PART DOLLARS ABC	PART IV	PAAF CD	BASE	CLIENT CODE	SP#
-----	------	--------------	------------------	--------------------	---------------------	------	----------------------	-----------------------------	------------	------------	------	----------------	-----

FISCAL YEAR: 2020-2021

BASE		INVOICE SERVICES												
28	804	INVOIC		1/1/2021 - 6/30/2021	0	/N/A	\$60,000.00	\$0.00	C	1	Y		1	
TOTAL FOR SE# 28							\$60,000.00	\$0.00						
TOTAL FOR 2020-2021							\$60,000.00	\$0.00						

FISCAL YEAR: 2021-2022

BASE		INVOICE SERVICES												
28	804	INVOIC		7/1/2021 - 12/31/2021	0	/N/A	\$60,000.00	\$0.00	C	1	Y		1	
TOTAL FOR SE# 28							\$60,000.00	\$0.00						
TOTAL FOR 2021-2022							\$60,000.00	\$0.00						
TOTAL FOR M0501 166052							\$120,000.00	\$0.00						

OREGON HEALTH AUTHORITY
Financial Assistance Award Amendment (FAAA)

CONTRACTOR: MORROW COUNTY
DATE: 08/13/2021

Contract#: 166052
REF#: 006

REASON FOR FAAA (for information only):

Residential Community Mental Health Treatment Services for Adults (MHS 28)
Funds are awarded for Invoice Services.

The following special condition(s) apply to funds as indicated by the special condition number in column 9. Each special condition set forth below may be qualified by a full description in the Financial Assistance Award.

M0501 1A) These funds are for MHS 28 for Invoice Services from 1/1/2021 to 12/31/2021 with Part C. B) For Services delivered to individuals, financial assistance awarded to the County shall be disbursed to County and expended by County in accordance with and subject to the residential rate of the date of service delivery based upon the rate schedule found at www.oregon.gov/OHA/HSD/OHP/Pages/Fee-Schedule.aspx and incorporated into this Agreement by reference that is effective as of the effective date of this Agreement unless a new rate schedule is subsequently incorporated by amendment. Any expenditure by County in excess of the authorized rates as set forth in www.oregon.gov/OHA/HSD/OHP/Pages/Fee-Schedule.aspx may be deemed unallowable and subject to recovery by OHA in accordance with the terms of this Agreement.

Certificate Of Completion

Envelope Id: F7FCA16B19154F2C8DDC7FBBF32CC1C7	Status: Sent
Subject: 166052-5 Morrow County	
Source Envelope:	
Document Pages: 4	Signatures: 1
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Larry Briggs
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	LARRY.O.BRIGGS@dhssoha.state.or.us
	IP Address: 69.25.244.2

Record Tracking

Status: Original	Holder: Larry Briggs	Location: DocuSign
8/20/2021 8:17:39 AM	LARRY.O.BRIGGS@dhssoha.state.or.us	
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: Carahsoft OBO Oregon Health Authority - CLM	Location: DocuSign

Signer Events

Darrell Green
 dgreen@co.morrow.or.us
 County Administrator
 Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

 Signature Adoption: Pre-selected Style
 Using IP Address: 198.237.74.65

Timestamp

Sent: 8/20/2021 8:20:03 AM
 Viewed: 8/24/2021 6:54:36 AM
 Signed: 8/27/2021 2:14:59 PM

Electronic Record and Signature Disclosure:
 Accepted: 6/1/2021 4:32:34 PM
 ID: 10f73300-bdc4-4ca8-a65f-917adc0c0dce

Kyleen Zimber
 KYLEEN.J.ZIMBER@dhssoha.state.or.us
 BH Operations Director
 Security Level: Email, Account Authentication (None)

Sent: 8/27/2021 2:15:01 PM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Margie Stanton
 MARGIE.C.STANTON@dhssoha.state.or.us
 Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
 Accepted: 5/26/2020 8:11:14 AM
 ID: 20e5e982-b92b-49ae-b319-83ecdb2ac0b5

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
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amhcontract.administrator@dhsosha.state.or.us
amhcontract.administrator@dhsosha.state.or.us
Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Shawn Kintner
Shawn.Kintner@dhsosha.state.or.us
Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	8/20/2021 8:20:03 AM
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Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Carahsoft OBO Oregon Health Authority - CLM (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Carahsoft OBO Oregon Health Authority - CLM:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: mick.j.mitchell@dhsoha.state.or.us

To advise Carahsoft OBO Oregon Health Authority - CLM of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at mick.j.mitchell@dhsoha.state.or.us and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Carahsoft OBO Oregon Health Authority - CLM

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to mick.j.mitchell@dhsoha.state.or.us and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Carahsoft OBO Oregon Health Authority - CLM

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to mick.j.mitchell@dhsosha.state.or.us and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Carahsoft OBO Oregon Health Authority - CLM as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Carahsoft OBO Oregon Health Authority - CLM during the course of your relationship with Carahsoft OBO Oregon Health Authority - CLM.



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

(For BOC Use)
Item #

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

Presenter at BOC:
Department:
Short Title of Agenda Item:
(No acronyms please)

Date submitted to reviewers:
Requested Agenda Date:

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

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

Reviewed By:

Department Director Required for all BOC meetings
Administrator Required for all BOC meetings
County Counsel *Required for all legal documents
Finance Office *Required for all contracts; other items as appropriate.
Human Resources *If appropriate

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

AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

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

2. FISCAL IMPACT:

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

Attach additional background documentation as needed.

DRAFT

- A description of your planning need, how you would implement your project, and how you would spend your proposed budget.

Morrow County and neighboring Umatilla County share a community mental health provider, Community Counseling Solutions, or CCS. CCS is currently short-staffed and would like to address the need to assess behavioral health inequities by bringing on a contracted Project Manager. The project manager would bring together community partners and those with lived experience of behavioral health needs, particularly those disproportionately impacted by health inequity, for a series of meetings with the goal of creating an inventory of all resources available and finding the gaps and inequities therein. The project manager would work with the group to create a working document that members agree upon which outlines smart goals, and coordinate members to efficiently utilize community partners' time and keep momentum going. The project manager would also report milestones and progress toward goals to the group through regularly scheduled meetings. The budget would cover the Project Manager's time.

- A description of your organizational partnerships **and your ability to collaborate with community members.**

Morrow County has a robust Local Public Safety Coordinating Council (LPSCC) which meets monthly to assess all issues related to public safety and develop plans to address and improve efficiencies. Community partners also regularly participate in the "community resource roundtable" which is developing a database of all resources in the region. It's important to note that due to the rural nature of Morrow County, collaboration takes place daily on a more informal basis as well. The Covid epidemic has slowed the abilities of everyone to collaborate on a personal level but has not slowed the Morrow County LPSCC in leading the way to many projects kicking off. These projects in planning and or rollout include a Youth diversion committee to assist youth in meeting goals to stay out of the Youth system as well as a Justice Court level behavioral health court. The LPSCC, with the work of a coordinator, has proven to be a functioning convener/facilitator to accomplishing goals for Morrow County.

- A description of how you will ensure that planning work is led by people with lived experience of behavioral health needs and people disproportionately impacted by health inequity.

CCS has several layers of advisory boards and members who represent community members with lived experiences. We also have a strong peer network including those with past experience with BH and A&D recovery. These tools will allow CCS to include the requisite individuals in project.

- A description of how your project would help eliminate health inequities and assure access to services for communities of color, tribal communities, immigrant communities (including people who are undocumented), LGBTQIA+ communities, and people living in underserved communities throughout the state.

The data is being gathered by CCS, as far as behavioral health inequities that currently exist. This also ties into the description of the need (first bullet). While we could focus on the last part, "people living in

DRAFT

underserved communities throughout the state,” The fact that there is limited inpatient facility access from Idaho to Portland seems to show that if there is minimal residential treatment available most of the time. If the overall goal is to “Identify the current gaps in housing and facility-based residential services for people with behavioral health needs” will be key to this data from CCS as well as lack of facilities being the biggest hurdle.

- The proposed budget is \$50,000.

4e

Request for Grant Proposals (RFGP)



Program: \$5 million in planning grants available to support work on elimination of behavioral health inequities.

**Request for Grant Proposal Number(s):
OregonBuys Number S-44300-00000496
OHA-RFA-5250**

Posted Date: 08/16/2021

Deadline: 08/30/21 at 12:01 AM

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.

Introduction:

In partnership with communities, the Oregon Health Authority is transforming Oregon's behavioral health system. With your help, we will eliminate health inequities by 2030. Governor Brown and the Legislature have taken action to support this work. The 2021 Oregon Legislature in HB 5024 (Regular Session 2021) established a \$180 million Special Purpose Appropriation to support regional community investments that will ensure people with behavioral health service needs have culturally and linguistically appropriate housing and residential service options.

Purpose:

To ensure that these investments meet community needs, the Legislature set aside \$5 million in funds for one-time planning grants to be distributed by the Oregon Health Authority to community mental health programs, tribes, Regional Health Equity Coalitions, and other community grantees. These funds will support partnerships among community-based organizations, counties, Coordinated Care Organizations (CCOs), and other entities to identify the current gaps in housing and facility-based residential services for people with behavioral health needs and make recommendations for how to best invest the funds from the appropriation.

OHA will work in consultation with the grantees, other community members, Oregon Housing and Community Services, and OHA's advisory councils to develop a plan to invest available funds and increase culturally and linguistically appropriate residential treatment and housing capacity. OHA will grant up to \$50,000 per awardee.

Eligibility:

The grant awards can be spent on any activity promoting collaboration and planning among individuals and groups experiencing inequities in access to health care resources. OHA will award these funds to multiple entities and will prioritize those who recognize and address the unequal burden of mental illness and substance use disorders on communities of color, tribal communities, immigrant communities (including people who are undocumented), LGBTQIA+ communities, and people living in underserved communities throughout the state.

The following are eligible for these grants: Counties, Coordinated Care Organizations, Community Based Organizations, Community Mental Health Programs, Regional Health Equity Coalitions, Recovery Support Organizations, Peer Run Organizations, and any 501(c)(3) organization.

- Organizations with 501(c)(3) fiscal sponsors.
- Oregon's nine federally recognized tribes and the Native American Rehabilitation Center (NARA) are eligible to apply and will be receiving a separate letter with information about an additional \$500,000 in non-competitive grants to be made available for tribes and NARA.

Health systems and for-profit organizations are not eligible.

Non-Discrimination:

All grantees must abide by OHA's nondiscrimination policy, and state and federal civil rights laws, unless otherwise exempted by federal or state law. Specifically, people participating in OHA-sponsored activities or programs may not be treated unfairly because of age, color, disability, gender identity, marital status, national origin, race, religion, sex, or sexual orientation.

Timeline:

Requests for funds will be accepted until August 30, 2021 at 12:01 a.m. PDT.

Funding:

The grant funding to be provided under the Grant Agreement resulting from this RFGP must be used by the Recipient solely to support the program activities describe in HB 5024 and as described in this RFGP.

There is a total of \$5,000,000 available under this RFGP and OHA intends to award grants to entities whose proposals are found to be most advantageous to the State of Oregon, based on requirements identified in this RFGP. Awards will not exceed the initial amount of \$50,000 each.

Minimum Requirements:

Prior to Grant Agreements being signed, Recipient must provide proof through a Certificate of Insurance, of meeting the minimum Insurance Requirements, which includes:

\$1,000,000 per occurrence and \$2,000,000 in the aggregate in Commercial General Liability Insurance.

\$1,000,000 per occurrence and \$2,000,000 in the aggregate in Professional Liability Insurance.

Recipient will provide access to interpretation services. Recipient shall work with OHA if it does not have staff that fluently speak the language of an eligible individual, including qualified Sign Language Interpreters for individuals who are deaf or hard of hearing and whose preferred mode of communication is sign language.

Recipient will provide documents in alternate languages and formats, including accessible electronic formats, brailled documents, and large print upon request. If Recipient does not have access to such languages or formats, then Recipient can request them from OHA.

Required Data Reporting:

To be determined and agreed upon between awardee and OHA in Grant Agreement.

Proposal Information to be Submitted to OHA:

Part One:

Please fill in the following information for your Organization and provide with your application:

Tribe/Organization name: _____

Organization name DBA (if different from above): _____

Fiscal sponsor organization name (if applicable): _____

Address: _____

Tax ID, EIN or FIN: _____

Contact name: _____

Contact email and phone: _____

Authorized signature name: _____

Authorized signature email: _____

County(ies) served (only one Proposal is required for multiple Counties): _____

Proposal Submission, Evaluation, and Selection Process:

RFGP Sole Point of Contact (SPC):

All communications concerning this RFGP must be directed only to the sole point of contact named below. Any unauthorized contact regarding this RFGP with other State employees or officials may result in Proposal rejection. Any oral communications will be considered unofficial and non-binding.

Coral Ford
Procurement and Contract Specialist 3
OHA Office of Contracts and Procurement
635 Capitol Street NE, Suite 350
Salem, Oregon 97301
Telephone: (503) 373-7313
Email: coral.d.ford@dhsoha.state.or.us

Part Two:

Interested parties must submit a Letter of Intent to access this grant funding. The letter must be submitted on your agency's letterhead and signed by the individual in your organization who has the authority to commit to the proposed planning activities. The letter must include:

- List of other organizations "co-sponsoring" or supporting this letter.
- A description of your planning need, how you would implement your project, and how you would spend your proposed budget.
- A description of your organizational partnerships and your ability to collaborate with community members.
- A description of how you will ensure that planning work is led by people with lived experience of behavioral health needs and people disproportionately impacted by health inequity.
- A description of how your project would help eliminate health inequities and assure access to services for communities of color, tribal communities, immigrant communities (including people who are undocumented), LGBTQIA+ communities, and people living in underserved communities throughout the state.
- The proposed budget (up to \$50,000).

Closing Date for Submittal of Proposals:

OHA must receive Proposals by the date and time specified in "Timeline" section above. Proposals received after the closing date and time are late and will not be considered. Proposals must be sent via email to the RFGP SPC, Coral Ford at coral.d.ford@dhsoha.state.or.us.

Proposal Evaluation:

Upon closing of this RFGP opportunity, the RFGP SPC will forward the Proposals received to OHA. The evaluators will document their review of each Proposal based on the Attachment 1 "Evaluation Rubric".

Final Selection:

Awards will be made based on the availability of funds as well as the adequacy of the information submitted by respondents. The criteria which will be used to determine awards will be:

- Geographic diversity, to ensure that awardees are evenly spread across the state.
- Priority populations addressed through the partnerships.
- Equity impact.
- Partnership with communities disproportionately harmed by health inequity and people with lived experience of behavioral health needs.
- Focus on residential facility development and/or community housing.
- Ability to participate in planning activities held by the state to establish funding priorities and develop future Requests for Proposals.

Selection of Proposer(s) to receive grant awards under this RFGP, if made, will be made to the selected Proposer(s) based on the justification provided in Attachment 1 "Evaluation Rubric".

OHA may choose to not select any Proposers. In the event that Proposal negotiations are not successful within a reasonable time frame, OHA reserves the right to terminate negotiations with a specific Proposer(s) and continue negotiations with other Proposer(s) until successful negotiations are completed or OHA decides to terminate all negotiations and cancel this RFGP. The determination of what constitutes a reasonable time frame for negotiations shall be solely at the determination of OHA. This protocol will be followed until OHA has selected the necessary number of Recipients of grant funds. If all Proposals are rejected, Proposers will be promptly notified.

Upon Proposer's notification of the award results, Proposer may contact the RFGP SPC to obtain the evaluator's written justification, as referenced in the completed Attachment 1, "Evaluation Rubric". The Proposer may also ask for additional technical assistance and guidance on future applications.

Proposal Rejection:

OHA may reject a Proposer's Proposal if the Proposer attempts to influence an evaluator.

Negotiable Items:

OHA may negotiate the following items, with an apparent successful Proposer:

- The description of planning activities; and
- The approved budget line items of the grant award.

Changes/Modification and Clarifications:

When appropriate, OHA will issue revisions, substitutions, or clarifications as addenda to this RFGP. Changes and modifications to the RFGP shall be recognized only if in the form of written addenda issued by OHA.

Reservation of OHA Rights:

OHA reserves all rights regarding this RFGP, including, without limitation, the right to:

- Amend or cancel this RFGP without liability if it is in the best interest of the OHA to do so;
- Waive any minor informality or non-conformance with the provisions or procedures of this RFGP;
- Seek clarification of any Proposal;
- Negotiate the program activities described in this RFGP;
- Amend or extend the term of any Agreement that is issued as a result of this RFGP;
- Engage Proposer(s) by selection or procurement for different or additional program activities independent of this RFGP process and any agreements entered into pursuant hereto;
- Enter into direct negotiations to execute a Grant Agreement with a successful Proposer, in the event that the Proposer is the sole Proposer to this RFGP, and OHA determines that the Proposer satisfies the minimum RFGP requirements;
- Enter into direct negotiations to execute a Grant Agreement with an Organization, in the event that no proposer applies for a geographic area that would leave a gap in coverage, and OHA determines that the Organization satisfies the minimum RFGP requirements; and
- Reject any Proposal upon finding that to accept the Proposal may impair the integrity of the solicitation process or that rejecting the Proposal is in the best interest of OHA.

Selection Notice:

The apparent successful Proposer(s) shall be notified in writing by OHA. OHA expects to notify awardees of funding decisions no later than September 10, 2021.

Release of Information:

No information shall be given to any Proposer (or any other individual) relative to its standing in relation to other Proposers during the RFGP process.

Public Information:

After the Recipients are notified, the grant solicitation file is subject to public disclosure in accordance with the Oregon Public Records Law (ORS 192.311–192.478). If any part of a Proposal is considered a trade secret as defined in ORS 192.501(2) or otherwise exempt from disclosure under Oregon Public Records Law, the Proposer shall submit one additional copy of their Proposal that redacts only the exempt language. Any person may request copies of public information. However, copies of Proposals will not be provided until the evaluation process has been completed and the Recipients are notified. Requests for copies of public information shall be in writing. Requestors will be charged according to the current OHA policies and rates for public records requests in effect at the time OHA receives the written request for public

information. Fees, if applicable, must be received by OHA before the records are delivered to the requestor.

Cost of Proposals and Obligation:

All costs incurred in preparing and submitting a Proposal in response to this RFGP will be the responsibility of the Proposer and will not be reimbursed by OHA. All Proposers who submit a Proposal in response to this RFGP understand and agree that OHA is not obligated to select any Proposer and, further, has absolutely no financial obligation to any Proposer arising from this RFGP.

Grant Agreement Documents:

Proposer may contact Coral Ford at coral.d.ford@dhsoha.state.or.us to receive a copy of the Grant Agreement template.

Evaluation Rubric

Scoring Item	Excellent (3 points)	Adequate (2 points)	Needs Improvement (1 point)	Insufficient Evidence (0 points)
Project geography	The project serves a priority population and geography and does not overlap with other submissions.	The project serves a priority population but does have some overlap with other submissions.	The project does not serve a priority population and has some overlap with other submissions.	The project does not have a clear geography proposed.
Partnership with communities disproportionately harmed by health inequity and people with lived experience of behavioral health needs.	The project demonstrates a diverse and well-rounded set of community-focused partners and collaborators.	The project has some partnership from diverse and community focused partners.	The project has potential partners, but no clear demonstration of working with those partners yet.	The project does not demonstrate any partnership or potential partnership.

<p>Prioritization of those applicants who recognize and address the unequal burden of substance use disorder on communities of color, tribal communities, immigrant communities (including people who are undocumented), LGBTQIA+ communities, and people living in underserved communities throughout the state.</p>	<p>The project clearly demonstrates a commitment to meeting the needs of communities of color, tribal communities, immigrant communities (including people undocumented), LGBTQIA+ communities, and people living in underserved communities throughout the state.</p>	<p>The project has some aspects that demonstrates a commitment to meeting the needs of communities of color, tribal communities, immigrant communities (including people undocumented), LGBTQIA+ communities, and people living in underserved communities throughout the state.</p>	<p>The project does not clearly demonstrate a commitment to meeting the needs of communities of color, tribal communities, immigrant communities (including people undocumented), LGBTQIA+ communities, and people living in underserved communities throughout the state.</p>	<p>The project does not demonstrate a commitment to meeting the needs of communities of color, tribal communities, immigrant communities (including people undocumented), LGBTQIA+ communities, and people living in underserved communities throughout the state.</p>
<p>Ability to participate in planning activities held by the state to establish funding priorities and develop future Requests for Proposal.</p>	<p>Strong rationale for significance of proposed work and that the project is ready to build. Project addresses specific need(s) of the people who will be served.</p>	<p>Adequate rationale for significance of proposed work and project would be ready to build with limited effort. The need addressed may be overly specific or too general, but overall argument holds.</p>	<p>Weak presentation of community need, or tenuous argument for grant's ability to address need and project would need significant lead time.</p>	<p>Unconvincing or no evidence of need presented, or grant proposal does not address stated need and not clear it would be feasible to build.</p>

AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

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

Enclosed is the Greater Eastern Oregon Development Corporation (GEODC) supporting documentation for the Jay Coil; Coil Fabricating, LLC loan application request from Morrow County Equity Fund reserve.

Documents includes:

- Memo from August 20, 2021;
- Loan committee/loan vote sheet: and
- Memo from August 30, 2021.

If approved, the Board of Commissioners define the loan interest rate.

2. FISCAL IMPACT:

Equity Fund #240 - loan for \$78,300, with a fee of 1.5% (\$1,175)

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

Motion to approve the Jay Coil/Coil Fabricating, LLC loan for \$78,300, at an interest rate of _____
%, for a term of 120 months.

Attach additional background documentation as needed.

Memo

To: Board of Directors / MCEF Committee / Morrow County Board of Commissioners
From: Christina Smith
cc:
Date: 8/20/2021
Re: Coil Fabricating, LLC / Jay Coil – Approval Amendment Request

Loans were approved for Coil Fabricating, LLC / Jay Coil by both the GEODC Board of Directors for Cares funds and the Morrow County Equity Fund Committee for funds from MCEF.

A change of funding structure has taken place since that approval was acquired so a memo explaining those changes and a request for a new approval is being sought.

Originally it was intended to use the equity in the shop Jay owns at 580 Riverside in Heppner as collateral for the MCEF portion of this request with a 1st DOT. GEODC would provide purchase money for the new shop at 54188 Hwy 74 and retain a 1st DOT.

After receiving bids for appraisals ranging from \$4200 to \$5100 a piece with various turn times it was decided to forgo that plan due to cost and just proceed with ordering the appraisal on the property being purchased. The plan was to order the appraisal on the new property being purchased and if it came back with enough value we would then request a change to the MCEF portion of this request from a 1st DOT on the Riverside property to a 2nd DOT on the Hwy 74 property being purchased.

The appraisal came in (see attached) with enough value to cover both loans at a TLTV of 42%. New loan request structure breakdown is as follows:

GEODC Cares

Amount: \$90,000
Rate: \$3.5%
Term: 240 Months
Fee: 1.5% (\$1350)
Collateral 1st DOT on 54188 Hwy 74 Heppner OR 97836

MCEF

Amount \$78,300
Rate: 1.5% (used for underwriting purposes. Will be determined by Morrow County)
Term: 120 Months
Fee: 1.5% (\$1,175)
Collateral 2nd DOT on 54188 Hwy 74 Heppner OR 97836

In the time it has taken to get the partition of the land completed and the appraisal completed the 2020 tax returns also became available and the cash flow has been updated to reflect the actual TR instead of the previously used 9/30/2020 interims. This provided virtually no change to note from interim to actual TR information however the update spread is attached for reference as well as the original approval write up.

Please let me know if you have any questions.

Christina Smith 8/20/2021

Christina Smith

GEODC Loan Officer

MCEF Loan Committee/Loan Vote Sheet

Name: Jay Coil - Coil Fabricating, LLC

Amount/Fund: \$78,300 MCEF

Date: August 24, 2021

Member	Yes	No	N/A	Email	Office	Cell
Gary Frederickson	X					
Jeff Bailey	X					
Karen Davis	X					
Kate Knop	X					
Kim Cutsforth	X					

Updated 12/21/2020

Memo

To: Board of Directors / MCEF Committee / Morrow County Board of Commissioners

From: Christina Smith

cc:

Date: 8/30/2021

Re: Coil Fabricating, LLC / Jay Coil – Approval Amendment Request

Loans were approved for Coil Fabricating, LLC / Jay Coil by both the GEODC Board of Directors for Cares funds and the Morrow County Equity Fund Committee for funds from MCEF in December of 2020.

An amendment to the approval was requested and granted by both GEODC and the MCEF Committee last week for a structure change to the collateral.

A new amendment has been requested by the borrower to waive the life insurance requirement for the MCEF portion of this request due to additional cost of purchasing the additional policy and also due to the low TLTV of the request being at 42%

Please let me know if you have any questions.

Christina Smith 8/30/2021

Christina Smith

GEODC Loan Officer



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

(For BOC Use)
Item #
50

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

Presenter at BOC: Kate Knop
Department: Finance
Short Title of Agenda Item: COVID Pandemic Awards Report
(No acronyms please)

Date submitted to reviewers:
Requested Agenda Date: 9-01-2021

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

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

Reviewed By:
[Signature] 8-30-21 Department Director Required for all BOC meetings
Administrator Required for all BOC meetings
County Counsel *Required for all legal documents
Finance Office *Required for all contracts; other items as appropriate.
Human Resources *If appropriate
*Allow 1 week for review (submit to all simultaneously). When each office has notified the submitting department of approval, then submit the request to the BOC for placement on the agenda.

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

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

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

Enclosed is a summary of Morrow County's COVID - 19 Pandemic awards.

2. FISCAL IMPACT:

N/A

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

No motion or action.

Attach additional background documentation as needed.



P.O. Box 867 • Heppner OR 97836
(541) 676-5615

Finance

Kate Knop
Finance Director
kknop@co.morrow.or.us

TO: Board of Commissioners & Interested Parties
FROM: Kate Knop, Finance Director
DATE: September 1, 2021
RE: COVID Pandemic Awards Report

Morrow County's COVID pandemic awards are more than \$6.47 million. The grant awards are from Federal funds, \$6.47 million, and other funding, \$6 thousand. Since mid-March 2020, the County signed intergovernmental agreements with State of Oregon agencies for federal pass-through dollars for nearly \$4.16 million; and dollars directly from the Federal government for \$2.25 million. Other funding includes minor grants from the State of Oregon and the SAIF Workers' Compensation organization.

The two largest awards include the Coronavirus Relief Fund (CRF) for \$2.245 million; and the American Rescue Plan (ARP) for \$2.25 million. The CRF awarded approximately \$1.63 million to the County's health department for COVID-19 local active monitoring, case investigation, vaccination, and supplies. The remaining award appropriated funding towards small business grants for approximately \$602 thousand; and vaccine incentives for \$82 thousand. As of the report date, the ARP award for \$2.25 million is pending receipt.

Since the pandemic began in 2020, the County received funding through up-front grant awards or cost reimbursements for \$2.93 million. The County remains eligible to receive an additional \$2.54 million: the American Rescue Plan for \$2.25 million; and approximately \$290 thousand from other intergovernmental agreement pass-through funds from the State of Oregon.

A list of Morrow County's COVID – 19 pandemic awards are listed below, and additional information regarding the intergovernmental agreements is available upon request.

Federal Awards

Coronavirus Relief Fund – award \$2.245 million (CFDA 21.019)

- a. Oregon Health Department (OHA) award to Morrow County Health Department, \$660,211.49;
- b. OHA award for mental health, and alcohol & drug, passed-through to Community Counseling Solutions (CCS), \$75,000;
- c. Cultural Trust through Oregon Business Development awarded to Morrow County, \$41,990:
 - i. Morrow County Fairgrounds, \$33,165; and
 - ii. Local business award, \$8,825
- d. Oregon Department of Administrative Services (DAS) for eligible reimbursements, per U.S. Treasury guidelines, \$552,625.46;
- e. Oregon DAS for local small business grants, \$601,787;
- f. Business Oregon for local small business grants, \$150,000; and
- g. Oregon DAS for vaccine incentive, \$164,052.

American Rescue Plan – award \$2.25 million (CFDA 21.027)

- a. U.S. Treasury – local government appropriation for COVID – 19.

Oregon Health Authority – award \$1.0 million (CFDA 97.036)

- a. Vaccine distribution and administrations, cost reimbursement.

Epidemiology and Laboratory Capacity for Infectious Diseases (ELC) – awarded \$649,044

(CFDA 93.323)

- a. The Oregon Health Department (OHA) award for the Morrow County Health Department is for program elements: PE 01-07; 01-08; and 01-09.

Oregon Department of Transportation –award \$142,956 (CFDA 20.509)

- a. ODOT award to the Loop (fund #504) for COVID mitigation.

Immunization Cooperative Agreement – award \$140,959 (CFDA 93.268)

- a. Oregon Health Department (OHA) award to Morrow County Health Department.

Airport CARES Grant–\$20,000 (CFDA 20.106)

- a. Federal Aviation Agency (FAA) – Airport CARES

Public Health Emergency Response – award \$19,992 (CFDA 93.354)

- a. Oregon Health Department (OHA) award to Morrow County Health Department.

Other Awards

Secretary of State

- a. County Clerk received \$3,573.

SAIF – Workers' Compensation Support

- a. Received \$1,915 and posted to multiple funds by personnel allocation.

CARES Provider Relief - HHS

- b. Award to Morrow County Health Department, \$1,217.



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

(For BOC Use)
 Item #
 5d

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

Presenter at BOC: Greg Close Date submitted to reviewers: 08/26/2021
 Department: Morrow County Public Works Parks Requested Agenda Date: 09/01/2021
 Short Title of Agenda Item: Award RFP for "The Landing"
 (No acronyms please)

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

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

N/A Purchase Pre-Authorizations, Contracts & Agreements

Contractor/Entity: Off Road Trails & Treats - AKA Service Creek Outfitters Inc.
 Contractor/Entity Address: 38686 Highway 19, Fossil, OR 97830
 Effective Dates – From: 09/01/2021 Through: 12/31/2021
 Total Contract Amount: Will be revenue Budget Line: Rev. 238.300.3.40.4313
 Does the contract amount exceed \$5,000? Yes No

Reviewed By:

_____ DATE _____	Department Director	Required for all BOC meetings
 _____ DATE _____	Administrator	Required for all BOC meetings
_____ DATE _____	County Counsel	*Required for all legal documents
Kate Knop via email 8-26-21 _____ DATE _____	Finance Office	*Required for all contracts; other items as appropriate.
_____ DATE _____	Human Resources	*If appropriate

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

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

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

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

Parks had advertised for a Contractor to operate the OHV "The Landing". The deadline for these requests was August 25, 2021 and only one proposal was presented at this time. The review panel of Kirsti Cason, Greg Close and Sandi Pointer met on Thursday 08/26/2021 to review the RFP presented. The review panel concurred this contractor would be a good fit for the park at this time. 10% of total sales is revenue for the park and helps with the maintenance on The Landing building.

You will find the RFP presented and the RFP request and the score from the panel who reviewed.

2. FISCAL IMPACT:

Revenue line 238.300.3.40.4313

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

Motion to award the contract to Off Road Trails & Treats owner Linda Tagg and Kellie Frech and give Matt Scrivner, Public Works Director authority to sign the contract with contractor.

Attach additional background documentation as needed.

Propossed score sheet

DATE 8/26/2021

Proposer Off Road Trails and Treats

Total score

SP KC GC
#1 #2 #3 TOTAL

						0
Off Road Trails and Treats			70	77	85	232
						0
						0
			70	77	85	

Request for Qualification Contract Services "The Landing"

Sandi Putman

Kirsti Cason

Greg Close

REQUEST FOR PROPOSALS

FOR

Contractor to operate OHV Landing Kitchen

FOR

MORROW COUNTY – PUBLIC WORKS PROJECTS

MORROW COUNTY

365 W Hwy 74
P.O. Box 428
Lexington, Oregon 97839
(541) 989-9500

August 2021

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Section 3: The Landing Kitchen Policy Scope of Work	4
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INTRODUCTION

Morrow County, hereinafter known as the County, is seeking the services of a qualified contractor to provide food preparation services for the Morrow County Off-Highway Vehicle Park Landing Lodge kitchen (approximately 33 miles southwest of Heppner, Oregon, on Highway 207) to provide service for the season. The contract is anticipated to start September 1, 2021 and end around November 15, 2021. The contract may be extended by agreement of both parties at the end of each season. The County reserves the right to amend this contract for additional time if it is in the best interest of the County.

Section 1: RFP Submittal and Closing Date

Six copies of the RFP must be received no later than 4:00 p.m. local time on Thursday, August 25, 2021 may not exceed 25 pages. Neither late nor faxed submittals will be acceptable. Contractors submitting RFPs not in compliance with Section 4 will be considered non-responsive. RFPs must be addressed to the following:

Morrow County
Attn: Sandi Pointer
P.O. Box 428
365 W Hwy 74
Lexington, OR 97839
(541) 989-9500

Section 2: Inquiries

2.1 Questions that arise prior to the RFP deadline shall be addressed to the following:

Morrow County
Attn: Sandi Pointer
P.O. Box 428
365 W Hwy 74
Lexington, OR 97839
(541) 989-9500

2.2 Contractors shall submit questions in writing to Sandi Pointer no later than TWO days prior to the submittal date. Substantive questions and answers will be provided to all RFP recipients.

Section 3: The Landing Kitchen Policy Scope of Work

Mission Statement for The Landing at Morrow/Grant County OHV Park

The purpose of The Landing is to provide a welcoming environment for the OHV Park guests. The Landing is a place where patrons may gather to relax, visit or to enjoy a meal offered with top service. This experience should enhance the visit for guests staying at the Park.

The Landing Kitchen Policy Scope of Work

- 1) The contractor is required to provide food service to the public as per the agreement. The contractor will be identified as the Park's food service provider and shall follow all food sanitation rules and regulations, including providing all necessary permits and licenses. One full hook-up (power, water, sewer) RV campsite will be provided if necessary.
- 2) At a minimum, proposals must provide a menu for four (4) days per week (must include food service on Thursday, Friday, Saturday, and Sunday) and all holidays during the season.
- 3) The contractor will be required to provide a business plan that will include hours of operation, months of operation and a menu. This plan must be mutually agreed on by the Park's manager, the Public Works Director and the contractor.
- 4) The contractor will provide proof of insurance listing The County as additional insured with a minimum of General Liability of \$1,000,000 and a Workers Compensation policy with a minimum of \$1,000,000.
- 5) The contractor will submit a monthly statement showing the gross income of the services provided through this contract. Statement must show a detailed list of all sales.
- 6) As part of this agreement and based on the above monthly statements, the contractor will pay the County 10% of the monthly gross income. Payment shall be made out to Morrow County OHV Park, paid by the 15th of the following month, and delivered to the Morrow County Public Works Department.
- 7) The County may renew this contract every year without seeking outside proposals. This will occur if both parties are satisfied with the existing conditions of the agreement. The contractor and the County will review the agreement on or before August 31st each year to aid in effective changes prior to seeking other proposals.

Other duties of the contractor include but are not limited to:

- Be knowledgeable regarding Park rules and regulations.
- Be observant and responsible for conditions or situations occurring in The Landing that would require immediate attention.
- Be aware that you are a visible representative of the County and the Park, even though you are not a County employee and are acting solely as a contractor. Contractor and employees shall be neat and clean in appearance and shall conduct themselves in a

manner which is appropriate for persons in public service. They shall also be courteous, efficient and helpful to everyone in their work and shall do the best job possible on every assignment.

- Be responsible for the cleanliness of the facility. Maintain a sanitary environment by daily cleaning of the kitchen, dining hall and restrooms, checking that dispensers are full of paper products and/or soap.

Additional Notes/Requirements:

- All social media, electronic or digital content and or advertisement used by Contractor during Contractor's performance of the work that utilizes trademarks, name or names (in particular the name "The Landing" and "The Landing Lodge") owned or associated with County shall be conducted in a good faith manner, and shall at all times represent The Landing in a professional manner. Administrative rights to any and all social media, electronic or digital content and or advertisement that utilize trademarks, name or names (in particular the name "The Landing" and "The Landing Lodge") owned or associated to County shall be provided to the Morrow County Public Works Department by Contractor. At termination of contract, all social media or digital media must be discontinued and turned over to County with all exclusive administrative rights. Social media as described in this section includes, but is not limited to, the Facebook page "The Landing Lodge."
- County has sole ownership of facility names: The Landing Lodge and The Landing. Upon termination of this contract, Contractor shall cease use of the name and terms "The Landing Lodge" and "The Landing."
- Contractor shall defend, save, hold harmless, and indemnify the State of Oregon and County, their officers, employees, agents, from and against all claims, suits, or actions, losses, damages, liabilities costs and expenses of any nature whatsoever resulting from, arising out of, or relating to the activities of Contractor or its officers, employees, subcontractors, or agents under this Contract. All advertising will be done at Contractor's expense. All use of trademarks, name or names owned or associated to Morrow County and/or Grant County in any form of advertisement, social media and/or digital media must have written permission from County.
- Contractor shall maintain all fiscal records relating to this Contract in accordance with generally accepted accounting principles. In addition, Contractor shall maintain any other records pertinent to this Contract in such a manner as to clearly document Contractor's performance. Contractor shall retain and keep accessible all fiscal records, books, documents, papers, and writings for such a time and in such a manner as to comply with all federal, state, and local laws. Contractor acknowledges and agrees that County shall have access to sale records and documents related to calculation of the fee paid to Contractor.

Section 4: RFP Content Requirements

4.0 Contractors Capabilities/Experience/References

Outline the Contractor's capabilities and experience with regard to the requested services. The response shall address the following:

- A. Experience with similar services. Provide references.
- B. Equipment available if any.
- C. Operating hours. Minimum four (4) days per week
 - 1. Days of operation to include Thursday, Friday, Saturday, Sunday and all holidays and special events during the season.
- D. Menu: Provide a detailed menu of items to be offered
 - 1. Menu shall include service times for each selection being offered in menu

4.1 Project Team

Outline the contractor's personnel who would work with the contractor. The response shall address the following:

- A. Identify primary contact person for the duration of the contract.
 - 1. Extent of principal involvement
- B. Names of key members who will be performing the work and their responsibilities. Unless otherwise agreed, the successful respondent shall be responsible for the performance of any subcontractor. The contractor will ensure that any subcontractors abide by all terms and condition/s of the contract.
- C. Certificate of Insurance: Commercial liability insurance of a minimum of \$1,000,000 and Workers' Compensation Insurance with a minimum of \$1,000,000 will need to be presented when the contract is awarded.
- D. Must have or obtain safety and food handlers licenses that will apply to the food sanitation rules and regulations.

4.2 Method of Approach

Outline the contractor's approach to working with the Parks Manager and the Public Works Director.

- A. The response shall include primary contact for communications, scheduling and/or issues that may arise during this contract.

Section 5: Proposal Evaluation and Contractor Selection

5.1 Evaluation Process

Statements of Proposals submitted on time will be reviewed against the Pass/Fail criteria. RFPs meeting those criteria will be forwarded to an evaluation committee for scoring against the evaluation criteria (listed below) and ranking. The outcome of the evaluations may, at the County's sole discretion, result in (A) Notice to a Proposer(s) of selection for tentative contract negotiation and possible award; or (B) further steps to gather more information for further evaluation. The selection process may be canceled if the County determines it is in the public interest to do so.

5.2 Evaluation Criteria

Each proposal will be judged as a demonstration of the contractor's capabilities and understanding of the services requested. Evaluation factors and maximum points will be as follows:

Criteria	Maximum Score
A. Section 4.0: Contractor's Capabilities/Experience/References (Experiences/References, Equipment availability, Operating hours, Menu)	40
B. Section 4.1: Project Team	30
C. Section 4.2: Method of Approach	30
Total Maximum Score:	100

Section 6: General Information

- 6.1 The County may require any clarification or change it needs to understand submitted proposals.
- 6.2 The successful contractor must provide proof of Workers' Compensation Insurance covering work in Oregon. The successful contractor must also submit documents addressing insurance, non-collusion, tax law, debarment, and conflict of interest as part of the personal services contract.
- 6.3 The County reserves the right to reject any or all proposals, and is not liable for any costs the contractor incurs while preparing or presenting the proposal.
- 6.4 The County reserves the right to cancel this RFP upon a good cause finding.
- 6.5 The County may award a contract to the contractor whose proposal, in the opinion of the County, would be most advantageous to the County.
- 6.6 The selected general contractor will be required to assume responsibility for all services outlined in the RFP, whether the contractor or a subcontractor produces them.

— ADVERTISEMENT —

REQUEST FOR PROPOSALS FOR
Contractor to operate OHV Landing Kitchen

Morrow-Grant County OHV Park - Morrow County, Oregon

Morrow County, Oregon, requests proposals for a qualified Contractor to operate OHV Landing Kitchen to provide food handling and preparation services for various events and regular season. Janitorial supplies and equipment are furnished. Contractor will need food inventory and appropriate food handlers' licenses. Contractors submitting proposals shall be considered based upon the following general evaluation criteria:

1. Contractor's Capabilities/References, Equipment Availability, Operating Hours, Menu
2. Project Team
3. Method of Approach

Copies of the Request for Proposals may be obtained from Morrow County Public Works, P.O. Box 428, 365 W Hwy 74, Lexington, Oregon 97839, (541) 989-9500. Complete proposals will be accepted at the same address no later than 4:00 p.m., **Thursday August 25, 2021**. Any questions or concerns may be addressed to Sandi Pointer, spointer@co.morrow.or.us.

August 24, 2021

Mission statement for Off Road Trails & Treats

1. We are a women owned business. Owners are a mother, Linda L Tagg and daughter, Kellie Frech team, We each own 50% of the business with Linda having the final say.
2. We will be open Wednesday at Noon , Thursday thru Sunday we will open at 8am and close at 7pm or when the last customer is taken care of.
3. We will provide exceptional service and quality food. Our mission is " All off roaders are family even if we just met you.
4. WE will provide monthly payments of 10% of gross income by the 10th of every month. Attached with copies of the daily register tape. If more documentation is needed we will include that also.
5. Attached is our menu for this year. We will also be adding baked goods at we get more settled.
6. At the signing and acceptance of this bid we will provide proof of insurance of General Liability of \$1,000,000 & Workers Comp policy of the same amount.
7. We are anxious to get start and learn more about the park to be able to share with our customers. We are very vigilant as to keeping our environment clean at all time and ready for any inspections.
8. We will take care of all the equipment and supplies to the best of our ability.
9. Primary contact will be Linda L Tagg. 541-468-3331 or cell 503-440-9221

Experience and Abilities

Linda Tagg & Kellie Frech

Kellie has 6 year up to date owning and operating Service Creek Outfitters, Inc. We are both involved in the daily running of Service Creek. Kellie is in charge of the kitchen and dining room, ordering, scheduling staff, handling disputes, making all our bake goods and cooking.

Linda handles all reservations for the lodge, campground and tent sites, all employee, state and federal reporting, raft rentals, shuttle, scheduling drivers and delivery guys. Keeping calendars for all rentals and shuttles. Waiting tables and cooking as needed. I also have 20 year experience managing a Bank in Seaside, and Bend My husband and family operated a Fine Dining restaurant in Rocky Point Oregon for 3 years in the late 1990's.

We will be bringing with us a commercial mixes and an attached list of supplies & equipment.

References

Mary Ottson Sysco (food supplies) Known 7 years 541-379-1001

Kelly Hazen Hostess for Service Creek Lodge Known for 40 years 541-468-3337

Mike Smith Wheeler County Sheriff known 5 years 541-763-4101

Mike McNiece Friend & former employee known 11 years 541-370-5277

Linda L Tagg
8/24/21

Kellie Frech 8/24/21

List of Employees

Linda L Tagg

Kellie Frech

William Frech

Randy Tagg

Kelly Hazen

Roger Hazen

Cecil Pritchett

Logan Swartley

Supplies and Inventory

1

24 platters

24 red baskets

4 pc stainless steel pan set

Thermometers (4)

All in one computer

Printer/fax scan HP Office 8702

Spin Bucket and Mop

Commercial Mixer

Chef Knives

Peelers

3 food storage bins

Hot mitts

Metal grill spatulas

Scrapers

Wisks

Masher

Roaster



Food Handler Certificate of Completion

Logen Swartley

is recognized for successfully completing the
eFoodcard Food Handler Basics Course in
accordance with ORS 624.

Certificate Number: ORFC-2215688

Issued: 08/24/2021 Valid Through: 08/24/2024

John Comly
eFoodCard - John Comly



efoodcard.com • 888.243.0222

This card must be shown to a representative of the local public health authority upon request and is not transferable.

Valid throughout Oregon.

Certificate signifies completion of the eFoodCard Oregon course and has been issued by:

Food Safety Educators, LLC



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efoodcard.com/or
888.243.0222

Congratulations

You have successfully completed the eFoodcard Food Handler Basics Course. Cut cards along dotted lines. Provide one to your employer and keep one for your records. If you have questions, call 888.243.0222.

Felicidades

Ha terminado con éxito el curso básico eFoodcard de manejador de alimentos. Corte las tarjetas a lo largo de las líneas punteadas. Dé una a su empleador y guarde la otra para sus registros escritos. Si tiene preguntas, llame al 888.243.0222.

Health

WILLIAM FRECH

has successfully completed a foodhandlers
course in accordance with ORS624.
Valid Statewide.

Course: eFoodhandler Basic Food handler's

License: 202101944169 Expires: 08/23/2024

ORFOODHANDLERS.COM

Status: Open

Certificate Information for FRECH

Health

CECIL PRITCHETT

**has successfully completed a foodhandlers
course in accordance with ORS624.
Valid Statewide.**

eFoodhandler Basic Food handlers

Course:

2020c2141199

05-14-2023

License:

Expires:

CECIL PRITCHETT



Food Handler Certificate of Completion

Kellie Frech

is recognized for successfully completing the
eFoodcard Food Handler Basics Course in
accordance with ORS 624.

This card must be shown to
a representative of the local
public health authority upon
request and is not transferable.

Valid throughout Oregon.

Certificate signifies completion
of the **eFoodCard Oregon**
course and has been issued by:

Food Safety Educators, LLC

Certificate Number: ORFC-2214353

Issued: 08/24/2021 Valid Through: 08/24/2024

John Comly
eFoodCard - John Comly



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Employer Card



**Food Handler
Certificate of Completion**

Kellie Frech

is recognized for successfully completing
the eFoodcard Food Handler Basics Course.

Certificate Number: ORFC-2214353

Issued: 08/24/2021 Valid Through: 08/24/2024

John Comly
eFoodCard - John Comly



Certificate signifies completion of the
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888.243.0222**

Employee Card



**Food Handler
Certificate of Completion**

Kellie Frech

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John Comly
eFoodCard - John Comly



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888.243.0222**

Congratulations

You have successfully completed the **eFoodcard**
Food Handler Basics Course. Cut cards along
dotted lines. Provide one to your employer and
keep one for your records. If you have questions,
call **888.243.0222**.

Felicidades

Ha terminado con éxito el curso básico **eFoodcard**
de manejador de alimentos. Corte las tarjetas a lo
largo de las líneas punteadas. Dé una a su empleador
y guarde la otra para sus registros escritos. Si tiene
preguntas, llame al **888.243.0222**.



Food Handler Certificate of Completion

Roger Hazen

is recognized for successfully completing the
eFoodcard Food Handler Basics Course.

Certificate signifies completion
of the eFoodCard.com course
and has been issued by

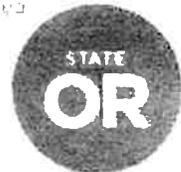
Food Safety Educators, LLC
P.O. Box 1026
Overton, Oregon 97131

Certificate Number: ORFC-1652752

Issued: 02/20/2020 to: Roger Hazen Expires: 02/20/2023

Patricia Manderville

of eFoodcard.com, Oregon State Food Handler Certified



efoodcard.com • 888.243.0222



Congratulations

You have successfully completed the eFoodcard Food Handler Basics Course. Cut cards along dotted lines. Provide one to your employer and keep one for your records. If you have questions, call **888.243.0222**.

Felicidades

Ha terminado con éxito el curso básico eFoodcard de manejador de alimentos. Corte las tarjetas a lo largo de las líneas punteadas. Dé una a su empleador y guarde la otra para sus registros escritos. Si tiene preguntas, llame al **888.243.0222**

See More





FOOD HANDLER Certificate of Completion

Kelly Hazen

is recognized for successfully completing the
eFoodcard Food Handler Basics Course.

Certificate signifies completion
of the **ORFoodCard.com** course
and has been issued by:

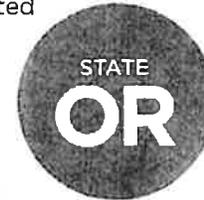
Food Safety Educators, LLC
P.O. Box 1065
Silverton, Oregon 97381

Certificate Number: ORFC-1715485

Issued: 05/16/2020 Valid Through: 05/16/2023

Patricia Mandeville

eFoodCard - Patricia Mandeville, Duly Appointed



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Food Safety Educators, LLC
P.O. Box 1065
Silverton, Oregon 97381

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888.243.0222

Employer Card

Food Handler Certificate of Completion

Kelly Hazen

is recognized for successfully completing
the **eFoodcard** Food Handler Basics Course.

Certificate Number: ORFC-1715485

Issued: 05/16/2020 Valid Through: 05/16/2023

Patricia Mandeville

eFoodCard - Patricia Mandeville,
Duly Appointed



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Silverton, Oregon 97381

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Employee Card

Food Handler Certificate of Completion

Kelly Hazen

is recognized for successfully completing
the **eFoodcard** Food Handler Basics Course.

Certificate Number: ORFC-1715485

Issued: 05/16/2020 Valid Through: 05/16/2023

Patricia Mandeville

eFoodCard - Patricia Mandeville,
Duly Appointed



Congratulations

Felicidades



Food Handler Certificate of Completion

LINDA TAGG

is recognized for successfully completing the
eFoodcard Food Handler Basics Course.

Certificate signifies completion of the **ORFoodCard.com** course and has been issued by:

Food Safety Educators, LLC
P.O. Box 1065
Silverton, Oregon 97381

Certificate Number: ORFC-1625178

Issued: 01/30/2020 Valid Through: 01/30/2023

eFoodCard - Patricia Mandeville, Duly Appointed



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Employer Card

Food Handler
Certificate of Completion

LINDA TAGG

is recognized for successfully completing the **eFoodcard** Food Handler Basics Course.

Certificate Number: ORFC-1625178

Issued: 01/30/2020 Valid Through: 01/30/2023

eFoodCard - Patricia Mandeville,
Duly Appointed

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Silverton, Oregon 97381

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P.O. Box 1065
Silverton, Oregon 97381

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Congratulations

You have successfully completed the **eFoodcard** Food Handler Basics Course. Cut cards along dotted lines. Provide one to your employer and keep one for your records. If you have questions, call **888.243.0222**.

Felicidades

Ha terminado con éxito el curso básico **eFoodcard** de manejador de alimentos. Corte las tarjetas a lo largo de las líneas punteadas. Dé una a su empleador y guarde la otra para sus registros escritos. Si tiene preguntas, llame al **888.243.0222**.



Food Handler Certificate of Completion

RANDY TAGG

is recognized for successfully completing the
eFoodcard Food Handler Basics Course.

Certificate signifies completion
of the **ORFoodCard.com** course
and has been issued by:

Food Safety Educators, LLC
P.O. Box 1065
Silverton, Oregon 97381

Certificate Number: ORFC-1625217

Issued: 01/30/2020 Valid Through: 01/30/2023

Patricia Mandeville

eFoodCard - Patricia Mandeville, Duly Appointed



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Employer Card



**Food Handler
Certificate of Completion**

RANDY TAGG

is recognized for successfully completing
the **eFoodcard** Food Handler Basics Course.

Certificate Number: ORFC-1625217

Issued: 01/30/2020 Valid Through: 01/30/2023

Patricia Mandeville

eFoodCard - Patricia Mandeville,
Duly Appointed



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Silverton, Oregon 97381

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888.243.0222

Employer Card



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Certificate Number: ORFC-1625217

Issued: 01/30/2020 Valid Through: 01/30/2023

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OFF ROAD TRAILS & TREATS

OHV LANDING KITCHEN

BREAKFAST SERVED 8AM – 11 AM

COUNTRY FRIED STEAK ***** \$17.95

10 oz. CFS serviced with your choice of eggs, hash browns & toast

BREAKFAST BURRITO ***** \$13.95

Scrambled eggs, cheese, tots, peppers, onions, ham, sausage, bacon wrapped in a tortilla shell covered in gravy

BETH bacon eggs toast hash browns ***** \$10.95

FRENCH TOAST WITH BACON OR SAUSAGE ***** \$10.95

BREAKFAST SANDWICH egg, cheese, sausage***** \$ 5.00

BISCUITS & GRAVY *****WHOLE ORDER ***** \$ 7.00

HALF ORDER ***** \$ 5.00

SIDES

GRAVY ***** \$ 3.50

BACON OR SAUSAGE ***** \$ 3.50

EXTRA EGGS ***** \$ 1.50

MUFFINS ***** \$ 2.00

DRINKS

MILK, ORANGE JUICE, APPLE JUICE ***** \$ 3.25

OFF ROAD TRAILS & TREATS

OHV LANDING KITCHEN

LUNCH SERVED 11AM – 7 PM

BURGERS & SANDWICHES SERVED WITH FRIES, TOTS, POTATO OR MAC SALAD.

CHEESEBURGER *****	\$10.95
BACON CHEESEBURGER *****	\$12.95
MUSHROOM SWISS BURGER *****	\$12.95
VEGGIE BURGER *****	\$12.95
PATTI MELT *****	..\$11.25
GRILLED CHEESE *****	\$ 8.95
CLUB SANDWICH *****	\$13.95
CORN DOGS (2) & A DRINK *****	\$ 5.00
COD & FRIES *****	\$13.95

DINNER SERVED 3 PM – 7 PM

DINNER IS SERVED WITH MASHED POTATOS & VEGGIE

COUNTRY FRIED STEAK 10 OZ. *****	\$17.95
HAMBURGER STEAK 8 OZ. *****	\$15.95

DRINKS & DESSERTS

SODAS ** COKE, SPRITE, DIET COKE, ROOT BEER, DR PEPPER *****	\$ 1.50
MILK, APPLE JUICE, ORANGE JUICE *****	\$ 3.25
MILK SHAKE *****\$5.50 SMOOTHIES *****	\$ 4.25
Strawberry, peach, vanilla, chocolate, raspberry, (malt is \$1 extra)	
LEMONADE ***** \$ 2.25 FLAVORED RASPBERRY OR PEACH*****	\$ 3.25



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

(For BOC Use)
Item #
5e

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

Presenter at BOC: Lindsay Grogan
Department: Human Resources
Short Title of Agenda Item:
(No acronyms please)

Date submitted to reviewers: 08/26/2021
Requested Agenda Date: 9/1/2021

Ratification of AFSCME Road and General Collective Bargaining Agreements

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

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

Reviewed By:

Department Director Required for all BOC meetings
DATE
Administrator Required for all BOC meetings
DATE
County Counsel *Required for all legal documents
DATE
Finance Office *Required for all contracts; other items as appropriate.
DATE
Lindsay Grogan 8/26/21 Human Resources *If appropriate
DATE

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

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

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

Both AFSCME Road and General unions have voted their approval to ratify the collective bargaining agreements for each respective group.

The Board of Commissioners are needed to approve/finalize each contract before they can go into effect. These agreements would be active until June 30, 2024.

2. FISCAL IMPACT:

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

Motion to approve and sign the collective bargaining agreements between Morrow County and 1) Morrow County Road Department Local 2479 and 2) Morrow County Employees Local 2479.

Attach additional background documentation as needed.



Collective Bargaining Agreement

Between
Morrow County
&
Morrow County Employees Local 2479,
Sub-Local 002

AFSCME Council 75

Effective through June 30, 2024

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PREAMBLE

This Agreement is entered into between Morrow County, Oregon, hereinafter referred to as the "County" and Morrow County Employees Local Union 2479, Sub-Local 002 of the American Federation of State, County and Municipal Employees, (AFSCME) Council 75, hereinafter referred to as the "Union".

ARTICLE 1. SCOPE OF AGREEMENT

SECTION 1. BARGAINING UNIT DESCRIPTION

The bargaining unit covered by this Agreement shall consist of all regular and probationary employees, employed for more than twenty (20) hours per week, whose job classification titles appear in the Addendum hereof. Temporary employees shall be excluded.

All employees hired pursuant to any federal, state, or other program whereby an agency other than the County is providing all or a portion of the funding, shall be subject to the provisions of this Agreement only to the extent such coverage is consistent with the agreement between the County and the funding agency.

A part-time employee who is employed less than twenty (20) hours per week shall not be covered under the terms of this Agreement.

A temporary employee under this Article is an employee hired to perform a specific project for a definite period of time not to exceed six (6) months or 1040 hours or to replace a bargaining unit employee who is on leave due to disability, for child care, or for other reason for the duration of such leave. No individual temporary employee may be employed by the County for more than six (6) months in any twelve (12) month period or for no more than 1040 consecutive hours, whichever comes first without the prior written consent of the Union. Employees of any Morrow County Park may be considered a Temporary Employee for up to eleven (11) months without prior written consent.

SECTION 2. STATUTORY DIVISION OF RESPONSIBILITY

It is recognized that there is a statutory division of responsibility among the County Board of Commissioners, County Clerk, Assessor, Treasurer, Tax Collector, Justice Court, Public Works, Public Health, Planning, Accounting, Veterans, Juvenile and District Attorney with respect to administration of the departments covered by this Agreement. Such statutory division of responsibility will control in the event of conflict with any provision of this Agreement.

SECTION 3. RECOGNITION

The County recognizes the Union as the sole and exclusive bargaining agent for all employees in the bargaining unit for the purpose of negotiations with respect to employment relations as defined by ORS 243.650-762.

SECTION 4. NEW POSITIONS

When any new position which is properly in the bargaining unit is established, the County shall designate a job classification and pay rate for the position. The Union shall be notified thirty (30) days and shall be

afforded an opportunity to meet and discuss the matter. If the Union does not agree that the rate set for the classification is proper, the Union may submit the issue as a grievance under the procedures of Article 5. In any event, the County may implement and fill the position when it deems appropriate.

ARTICLE 2. UNION SECURITY

SECTION 1. DUES DEDUCTION

The County agrees to deduct the uniformly required Union membership dues and other authorized fees or assessments twice each month from the pay of those employees who have authorized such deductions in writing. The amounts so deducted shall be given to the local treasurer as designated by the Union with a list of the employees' subject to the deduction.

SECTION 2. MINIMUM WORKDAYS FOR DEDUCTION

For the purpose of calculating months to determine the beginning or end of the payroll deductions called for in this Article, dues or like amounts shall be deducted for any calendar month during which the employee works ten (10) working days or more.

SECTION 3. HOLD HARMLESS

The Union and the employees hereby hold harmless, acquit and forever release Morrow County, their Commissioners and each and all of their individual officials, officers, employees, agents and insurers, and their successors, individually and collectively, and any and all other persons who might be claimed to be liable from any and all claims of every nature and kind whatsoever, known and unknown, suspected or unsuspected, past, present or future which has been or might be asserted against Morrow County arising out of or in connection with this Article.

SECTION 4. BULLETIN BOARDS

The County agrees to provide adequate space on existing bulletin boards for use by the Union. All materials posted thereon by the Union shall be on Union letterhead stationery or otherwise clearly identified as originating from the Union.

SECTION 5. AFSCME REPRESENTATIVES

Upon approval from the appropriate supervisor, bona fide representatives of the Union shall have access to the premises of the County during working hours to conduct Union business. Such business shall not interfere with or interrupt county operations.

SECTION 6. UNION STEWARDS

Employees selected by the Union to act as Union representatives shall be known as "stewards." The names of employees selected as stewards, and the names of their Union representatives who may represent the employees, shall be certified in writing to the County by the local Union, and the individuals so certified shall constitute the Union grievances committee.

SECTION 7. LABOR & MANAGEMENT MEETINGS

The County and the Union each agree to hold labor and management meetings when requested by either party at a mutually convenient time and place to discuss any matters pertinent to maintaining good

employer/employee relationships.

SECTION 8. NEGOTIATING TEAM

Negotiating times will be scheduled by mutual agreement between the Union and management. Up to three bargaining unit members plus one alternate will be released from work without loss of compensation or paid vacation time off to serve on the negotiating committee or bargaining team.

The members of the team must be declared thirty (30) days in advance for scheduling purposes or as otherwise agreed.

ARTICLE 3. MANAGEMENT RIGHTS

The County retains all the customary, usual and exclusive rights, decision-making prerogatives, functions and authority connected with or in any way incident to its responsibility to manage the affairs of the County or any part of it. The rights of employees in the bargaining unit and the Union hereunder are limited to those specifically set forth in this Agreement, and the County retains all prerogatives, functions, and the rights not specifically limited by the specific terms of this Agreement.

Without limitation, but by way of illustration, the exclusive prerogatives, functions and rights of the County shall include the following:

- A. To determine the services to be rendered to the citizens of the County.
- B. To determine and to follow the County's financial, budgetary and accounting procedures.
- C. To direct and supervise all operations, functions and policies of the departments in which the employees covered by this Agreement are employed, and in the remainder of the County as such employees covered by this Agreement may be affected thereby, so long as such directions and supervision of such operations, functions and policies are consistent with the terms and provisions of this Agreement.
- D. To establish, revise and implement the standards for hiring, classification, promotion, quality of work, safety materials and equipment.
- E. To determine the need for additional educational courses, training programs, on-the-job training, and cross-training, and to assign employees to such duties for such periods to be determined by the County.
- F. To close or liquidate any office, branch, operations or facility, or combination of facilities, or to relocate, reorganize or combine the work of divisions, offices, branches, operations or facilities for budgetary or other reasons.
- G. To manage and direct the work force including, but not limited to, the right to determine the methods, processes and manner of performing work; the right to hire, promote, transfer within the same pay range and retain employees; the right to lay off; the right to abolish positions or reorganize the departments or divisions (subject to Article 2); the right to determine schedules of work; the right to purchase, dispose of and assign equipment or supplies.
- H. To determine the need for a reduction or an increase in the work force and the implementation of any decision with regard thereto.
- I. To implement new and to revise or discard, wholly or in part, old methods, procedures, materials,

equipment, facilities and standards.

- J. To assign and distribute work and work duties.
- K. To assign shifts, workdays, hours of work and work locations subject to the terms of the Agreement.
- L. To determine the need for and the qualifications of new employees, transfers and promotions.

ARTICLE 4. STRIKES AND LOCKOUTS

SECTION 1. STRIKES

The Union or its members, as individuals or as a group, will not initiate, cause, permit or participate or join in any strike, work stoppage, slowdown, picketing or any other restriction of work at any location in the County during the duration of this agreement. Disciplinary action, including discharge, may be taken by the County against any employee or employees engaged in a violation of this Article, and shall not preclude restrict recourse to any other remedies, including an action for damages, which may be available to the County.

In the event an employee is unable to perform his/her assigned duties because equipment or facilities are not available due to a strike, work stoppage, or slowdown by any other employees, such inability to provide work shall not be deemed a lockout.

SECTION 2. LOCKOUT

There will be no lockout of employees covered by this Agreement by the County as a consequence of any dispute arising during the effective period of this Agreement.

ARTICLE 5. SETTLEMENT OF DISPUTES

SECTION 1. GREIVANCE AND ARBITRATION PROCEDURE

Any dispute which may arise between the parties concerning the application, meaning, or interpretation of this Agreement shall be settled in the following manner:

Step 1 - Informal Discussion.

The affected employee, with or without Union representation will contact their immediate supervisor to meet and discuss alleged contract violation prior to filing a written grievance at step 2.

STEP 2 - Formal Filing

If the issue is unresolved, the Union will submit a written grievance containing the date of occurrence, the act or omission that created the grievance, the Article and Section violated, and the remedy desired within thirty (30) calendar days of the alleged occurrence. Where the issue is not settled at Step 1, the Union shall submit the grievance to the Department Head or designee within thirty (30) calendar days of the alleged occurrence. The Department Head's response shall be due in writing within ten (10) working days of receipt of the grievance.

STEP 3 – Board of Commissioners.

If the grievance remains unresolved, the Union may, within 10 (ten) working days of receiving the Step 2 response (not including the date of response), submit the grievance to the BOC for review. The BOC shall have twenty (20) working days from the date of presentation (not including the date of presentation) in which to respond to the grievance.

STEP 4 - Arbitration.

If the grievance is still unsettled after completion of Step 3, the union may, within ten (10) working days of the written response from the BOC, submit the matter to final and binding arbitration as provided herein. The parties shall first attempt to select an arbitrator who is mutually acceptable. If within ten (10) working days from the request for arbitration the parties are unable to agree upon an arbitrator, the parties shall strike from a list of seven arbitrators. Both the BOC or its designee and the union shall have the right to strike three (3) names from the list. The party requesting arbitration shall strike the first name, and the other party shall then strike one name. The process shall be repeated and the remaining person shall be the arbitrator. The designated arbitrator shall set a time and place for hearing which is agreeable to both parties. Expenses of the arbitrator shall be borne equally by the parties; however, each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim recording of the proceedings, it may cause such a record to be made, provided it pays for the record and makes a copy available without charge to the arbitrator. If the other party desires a copy, both parties shall jointly share the cost of the transcript and all copies. The arbitrator shall have the authority to consider only a claim based upon a specific provision of this Agreement and shall have no authority to add to, modify, or detract from this Agreement.

Any decision of the arbitrator within the scope of this Agreement shall be final and binding upon the parties.

SECTION 2. TIME PERIODS

Time periods specified in this Article may be extended or modified only by mutual consent.

The term "working days" as used herein shall mean those days that the general County offices are open for business.

Failure by the Union to comply with a specified time period shall be considered equivalent to dropping the grievance and the dispute shall not be subject to arbitration as provided herein. If the Union wishes to pursue the grievance despite the time limit default, the grievance may be processed to the BOC. In this instance, the BOC's decision shall be final and binding.

Failure by the County to comply with a specified time period shall constitute rejection of the grievance at that step, thereby automatically moving the grievance to the next step.

SECTION 3. DETERMINATION OF MERIT

The provisions of this Article shall not be interpreted to require that the Union process any grievance through the grievance or arbitration procedure which it believes lacks sufficient merit.

SECTION 4. PROCESSING OF GREIVANCE

Employees will be paid for time spent during their regular working hours meeting with County officials for the purpose of processing grievances or resolving contract administration issues, but will not be paid for meeting time that falls outside their regular working hours. Time off with pay for the purpose of investigating or preparing grievances for arbitration or other third party- hearing will not be allowed. Time off without loss of pay will, however, be allowed when the County requires an employee to attend an arbitration or other third-party hearing on the County's behalf.

ARTICLE 6. PROBATIONARY PERIOD

SECTION 1. NEW EMPLOYEES

Every new employee or current employee hired to fill another position in the bargaining unit that is not a promotion* shall serve a probationary period of six (6) months if in salary range ten (10) or below. Employees in range eleven (11) or higher will serve, a probationary period of twelve (12) months. Upon mutual agreement the probationary period may be extended by six (6) months for employees in salary range ten (10) or below. During the probationary period, the County shall have the right to terminate the employee for any reason, and the employee shall not have recourse to the provisions of Article 5 (the Grievance Procedure) hereof. Except as provided for herein and elsewhere in this Agreement, probationary employees shall be subject to all provisions of this Agreement. Leave and layoff time shall not be credited towards the probationary period.

SECTION 2. PROMOTION OR TRANSFER

An employee selected to fill a job opening that is a promotion or transfer shall have up to six (6) months to demonstrate his/her ability to satisfactorily perform the job. In the event he/she is unable to satisfactorily perform the job within that period, he/she shall have the right to return to his/her last job position with all seniority restored within that classification.

If the employee who was selected to fill the job has not completed his/her initial probationary period, as specified in 6.1 hereof, the above six-month period and the probationary period shall run concurrently.

*A promotion is an appointment to a position in a higher classification.

ARTICLE 7. DISCIPLINE AND DISCHARGE

SECTION 1. TYPES OF DISCIPLINE

Disciplinary actions to be invoked shall be limited to the following: written reprimand, demotion, reduction in pay, suspension without pay, and discharge. Except as provided for in Article 6 hereof, discipline will only be invoked for just cause and be subject to the Grievance Procedure.

SECTION 2. STANDARD

No employee shall be disciplined or discharged except for just cause. Verbal warnings are not considered to be discipline and may not be protested through the grievance procedure.

SECTION 3. PROBATIONARY PERIOD

This article shall not apply to any employee on probation as defined in Article 6 - Probationary Period.

SECTION 4. IMPOSITION

If the County has reason to discipline an employee, it shall make reasonable effort to impose such discipline in a manner that will not unduly embarrass the employee before other employees or the public.

SECTION 5. DUE PROCESS

In the event the County believes an employee may be subject to discipline greater than a written reprimand, the following procedural due process shall be followed:

- A. The employee shall be notified in writing of the charges or allegations that may subject them to discipline.
- B. The employee shall be notified of the disciplinary sanctions being considered.
- C. The employee will be given an opportunity to refute the charges or allegations either in writing or verbally in an informal hearing.
- D. At their request, the employee will be entitled to Union representation at the informal hearing.
- E. In the event of a reduction in pay, dismissal, suspension, or demotion a written statement shall be given to the employee at the time the action is taken. An electronic copy will be sent to the Local Union Sub-Chapter President and Council Representative within seven (7) days at the request of the employee.

SECTION 6. JUST CAUSE STANDARDS

For the purpose of this Agreement just cause shall be determined in accordance with the following guidelines:

- F. The employee shall have some warning of the consequences of the conduct, unless the conduct is of such a nature that no prior warning is necessary in the eyes of a reasonable person.
- G. If a rule or order is the subject of the alleged misconduct, it must be reasonable and applied evenhandedly, if appropriate.
- H. The County must conduct a reasonable investigation.
- I. It must be determined that the employee is guilty of the alleged misconduct or act.
- J. The discipline must be appropriate based on the severity of the misconduct or the actual or likely impact the misconduct has or would have on the employer's operation.
- K. The employee's past employment record shall be considered, if appropriate, based on the severity of the act.

ARTICLE 8. HOURS OF WORK

SECTION 1. WORK HOURS AND WORKWEEK

The regular hours of work each day shall be consecutive except for a lunch period. The regular work week shall consist of not more than 5 consecutive days.

SECTION 2. MEAL PERIODS

All employees shall be granted a minimum of a 1-hour uncompensated meal period during each work shift of more than five hours. The meal period shall normally be taken between 3 and 5 hours after the start of the work shift.

SECTION 3. REST PERIODS

Each employee shall be allowed a 15-minute rest period during the first four (4) hours of his/her shift, and a 15-minute rest period during the second four (4) hours of his/her shift. Whenever reasonable, rest

periods shall be taken at the middle of each four (4)-hour period.

SECTION 4. MINIMUM HOURS

There shall be no guaranteed number of hours of work per day or per week, nor shall there be a guaranteed minimum level of total monthly or annual compensation.

SECTION 5. REPORTING PAY/INCLEMENT CONDITIONS

When, in the judgment of the County, weather conditions require the closing or curtailing of a county office within the employee's regularly scheduled work day and the employees are ordered home by their Supervisor or Department Head, such employees shall not suffer loss of pay for that day. Should the county office remain closed for additional days, such employees may apply accrued vacation or compensatory time for their regularly scheduled shift.

The County may direct employees to remain at home prior to the beginning of the work shift because of inclement weather, hazardous conditions, or other circumstances when work will not be available. If announcement is provided by telephone prior to the employee leaving home, the employee will be authorized the optional use of accrued vacation, compensatory time, or leave without pay during the period in which the employee's work is curtailed.

If the County has not attempted to notify an employee not to report to work and the employee reports as scheduled, s/he shall be provided a minimum of two (2) hours work or two (2) hours pay.

SECTION 6. FLEX TIME

From time to time, and by voluntary mutual agreement between the employee and the supervisor, an alternative to the regularly scheduled day or work week may be worked. A "flexed" schedule may change the starting and/or ending time of one or more work days and may change the number of hours worked in a day or on several days. A flexed schedule will not, however, change the total number of hours worked in the FLSA established weekly work period for the affected employee.

Notwithstanding the requirements of the overtime article and of ORS 653.268, and as specifically allowed by ORS 653.269, a flexed work schedule shall not result in the payment of overtime.

ARTICLE 9. HOLIDAYS

SECTION 1. RECOGNIZED HOLIDAYS

The following shall be recognized as holidays:

New Year's Day	Labor Day
Martin Luther King Jr. Day	Veterans Day
President's Day	Thanksgiving Day
Memorial Day	Employee Appreciation Day (DAT-NYE)
Independence Day	Christmas Day

Full-time employees shall accrue one floating holiday each fiscal year. Employees may take this holiday at times approved by the employer. Floating holidays may only be denied for a legitimate business

purpose. The floating holiday must be used during the year it was accrued. Part-time employees will have this benefit prorated.

In addition to the above, any day designated by the Board of Commissioners as a holiday for bargaining unit members shall be so observed.

SECTION 2. ELIGIBLE EMPLOYEES

All regular, full-time employees shall receive the day of the holiday observance off with pay or, if required to work on the day of the holiday observance, be paid at the rate of 1 1/2 times the regular hourly rate for all hours worked, in addition to the holiday pay.

Only those employees who work or are on leave with pay on their first regularly scheduled working day before and after the holiday shall be eligible for holiday pay. Holidays that fall on a Sunday shall be observed on the following Monday, and holidays occurring on a Saturday shall be observed on the preceding Friday for employees on a Monday through Friday work schedule.

SECTION 3. PART-TIME EMPLOYEES

Part-time employees will receive pro-rated holiday benefits based on the percentage of the employee's FTE status. Part-time employees will have the opportunity to make up any time lost due to the holiday.

SECTION 4. ALTERNATE FULL-TIME WORK SCHEDULES

A holiday is defined as eight (8) paid hours for all full-time employees. When a full-time employee works an alternative schedule to the standard five eight-hour days (5-8s) working the extra hours on other days within the same work week; or take unpaid leave. If the employee would normally work fewer than eight (8) hours on the scheduled holiday, the hours worked within that work week shall be adjusted so that the holiday shall not cause the employee to exceed forty (40) hours in the work week.

If the employee is not scheduled to work on the day of the holiday observance, the employee shall receive the holiday off on another work day within the same work week as agreed by the employee and supervisor or, if a date cannot be mutually agreed, as assigned by the supervisor. It is understood that if the employee chooses to work the actual holiday, the time-and-a-half holiday pay provisions shall not apply.

ARTICLE 10. SICK LEAVE

SECTION 1. ACCRUAL

Full-time employees shall be credited with 3.7 hours of sick leave for each payroll period worked (approximately one (1) day per month) to a maximum of 960 hours (120 days).

Part-time employees shall receive pro rata sick leave accrual based upon the relationship the employee's regularly scheduled work week bears to forty (40) hours.

SECTION 2. UTILIZATION

Employees who have completed one (1) full calendar month of employment may apply previously credited sick leave towards the following:

- A. Illness or injury when such illness or injury prevents the employees from performing the normal job duties of his/her position or other work which may be available.
- B. Non-emergency medical or dental care, provided such care is approved forty-eight (48) hours in advance.
- C. Quarantine as determined by a County Health Official.
- D. To care for an ill member of the employee's immediate family. The immediate family means any relative who has resided continuously in the employee's household for the past year or other relations as follows: mother, mother-in-law, father, father-in-law, brother, brother-in-law, sister, sister-in-law, son, son-in-law, daughter, daughter-in-law, husband, wife, grandparents, grandchildren, legal guardians in the care of the employee, and minors for whom the employee is the legal guardian.

SECTION 3. PHYSICIAN CERTIFICATION

If the County has a reasonable cause for concern, they may require a physician's certification of an employee's ability to perform their job. When the County requires this certification, they will pay costs not covered by the employee's insurance and the employee will be paid as if working.

SECTION 4. EMPLOYEE NOTIFICATION

In the event an employee suffers from sickness and is unable to perform his/her duties, he/she shall notify his/her supervisor (or in the supervisor's absence the Department head or HR Director) of his/her expected absence, and the nature and expected length thereof, within fifteen (15) minutes of the scheduled start of his/her regular work shift. If due to physical incapacity or other cause the employee is unable to provide the above-specified notice, he/she shall cause a spouse or other responsible party to provide the notice on his/her behalf or, if such is not possible, do so at the earliest available opportunity.

SECTION 5. LIMITATIONS

Except as allowed by the County's pension plan, all sick leave benefits shall terminate and/or be forfeited upon termination of employment for any reason.

No County employee shall be entitled to sick leave pay while absent from duty due to the following causes:

- A. Disability arising from any sickness or injury purposely inflicted.
- B. Sickness or disability sustained while on leave of absence without pay.
- C. Inability to properly perform required duties because of intoxication.
- D. Injury or illness for which the employee is or should be eligible for industrial insurance benefits by reason of employment with an employer other than the County.
- E. An on-the-job injury or illness for which the employee is eligible for workers' compensation benefits. However, if such time loss injury is for less than fourteen (14) days, the employee shall be eligible for sick leave benefits for the day of the injury and the following two (2) days.

All employees are insured under a group policy for occupational accidents which result in injury or disease that is directly related to the employees' work. Benefits include medical treatment and care, as well as disability compensation pay during time lost from job.

In the event of extended physical disability due to an occupational accident or disease, the employee will receive workers' compensation insurance benefits and during this time will be considered to be on disability leave from County services. The disability leave will be without wages from the County, but the County will continue to provide group coverage premiums for life, long-term disability, and medical insurance for a maximum period of three (3) months from the time of the disabling circumstance. In accordance with state and federal law, the employee may continue health insurance coverage on a self-pay basis.

If it is established that an employee, incapacitated by reason of occupational injury or disease, may safely resume some form of work but is not physically able to perform the duties of his/her previous position, he/she shall be reinstated in other work that he/she is able to perform if such is available. If the employee refuses such assignment, the County's obligation to retain the employee is ended.

ARTICLE 11. VACATIONS

SECTION 1. ACCRUAL & ELIGIBILITY

Vacation shall accrue in accordance with the following table:

<u>Years of Service</u>	<u>Hours accrued for each pay period</u>	<u>Approx. annual equivalent for full- time employees</u>
0-4	3.70	12 days
5-9	4.32	14 days
10-14	4.93	16 days
15-19	5.54	18 days
20+	6.16	20 days

All service credited for vacation accrual purposes must be continuous. In all cases the actual accrual will be based upon hours accrued per pay period, not annual equivalent. Holiday, Vacation and Sick Leave time, provided it was compensated as if worked, will count as hours worked for purposes of this Section.

Vacation credit shall not be granted to employees during their first six (6) months of service. Upon successful completion of such period, the employee shall, however, have 48 hours of vacation time credited to his/her account.

Part-time employees shall receive pro rata vacation accrual based upon the relationship the employee's regularly scheduled work week bears to forty (40) hours.

SECTION 2. SCHEDULING

Employees shall be permitted to request either a split or single vacation. Whenever possible, consistent with the judgment of the supervisor as to the needs and requirements for vacation relief, employees may schedule their vacation times. Subject to such requirements, vacation time shall be scheduled between employees on the basis of department seniority; provided, however, each employee will be permitted to

exercise seniority once each year. The County shall have the final determination of vacation times based on operations and the availability of vacation relief. To utilize vacation, an employee shall notify his/her supervisor of his/her scheduling request in writing on a form furnished by the County at least two (2) weeks but not more than six (6) months prior to the start of the requested vacation. The supervisor will approve or deny the request within five (5) working days of receipt thereof. However, by mutual agreement between an employee and his/her supervisor, vacation may be taken without such advance notice.

SECTION 3. WORKING DURING VACATION PERIOD

Any employee who is required to work during vacation period shall be paid for all hours worked at a rate of one and one half (1 1/2) times their regular rate of pay for the entire period of the originally scheduled vacation; provided, however, such vacation had been previously approved in advance in accordance with the provisions of Section 11.2. The employee's vacation with pay shall be rescheduled to a future period. If an employee is offered and accepts voluntary work during their scheduled vacation, the work shall not be subject to the foregoing provisions.

SECTION 4. TERMINATION OR DEATH

Upon termination or death of a regular, full-time employee who has completed at least six (6) months of employment, compensation for all accumulated vacation shall be paid to the employee or his/her heirs.

SECTION 5. MAXIMUM ACCRUAL

Employees shall not be allowed to maintain an accrued vacation balance of more than two hundred and fifty-six (256) hours.

Specifically, once an employee has accumulated two hundred and fifty-six (256) hours, no additional vacation time shall be credited to the employee's account until he or she has taken vacation. However, if the employee has not been able to take vacation due to operational conditions, the County may provide the employee with a written waiver to the above restriction for the period of time, normally not to exceed one month, while such conditions remain in effect.

ARTICLE 12. LEAVES WITHOUT PAY

SECTION 1. FAMILY MEDICAL LEAVE

The parties recognize that state and federal law provides for paid and/or non-paid leaves to care for children and other family members. Any disputes regarding the benefits provided under those laws may be pursued through Steps 1 through 3 of the grievance procedures, Article 5 hereof, but shall not be pursued to Step 4, arbitration, or otherwise serve as the basis of a claim of a violation of this Agreement.

SECTION 2. OTHER LEAVES

Leaves of absence for reasons other than the above may be allowed at employer's discretion.

SECTION 3. LEAVE CONDITIONS

While on leave of two weeks or more, an employee shall maintain previously accumulated leave time, but shall not continue to accrue seniority. The employee shall not receive County-paid benefits but may, subject to such restrictions as the carrier may impose, continue to receive medical insurance coverage on a self-pay basis.

ARTICLE 13. LEAVES WITH PAY

SECTION 1. JURY DUTY

Regular, full-time employees shall be granted leave with full pay, computed on the basis of the employee's regularly scheduled work days, at straight-time rate, any time they are required to report for jury duty or jury service.

An eligible employee shall endorse any jury fee (excluding mileage and meal allowances to the County as a condition to the receipt of jury pay. If an employee is excused or dismissed from jury duty or service prior to noon, he/she shall promptly report for work. Any employee required to appear in court in connection with or arising from his/her duties with the County shall also be subject to the above provision, except that any employee appearing on behalf of an action against the County or on behalf of the Union shall receive such time off but shall not be compensated therefore.

SECTION 2. MILITARY/SERVICE LEAVE

Regular employees who enter the Armed Forces of the United States or who report for active or training duty with the National Guard or any reserve component of the Armed Forces shall be entitled to re-employment, seniority, and compensation rights in accordance with the Military Selective Service Act of 1967, as amended, Section 408.290 of the Oregon Revised Statutes, or any other applicable state and federal laws.

SECTION 3. BEREAVEMENT LEAVE

In the event of a death in the employee's immediate family, an employee may be granted leave of absence with pay and benefits not to exceed forty (40) hours. Part-time employees shall receive pro rata Bereavement Leave based upon the relationship of the employee's regularly scheduled work week bears to forty (40) hours. The immediate family means any relative who has resided continuously in the employee's household for the past year or other relations as follows: mother, mother-in-law, father, father-in-law, brother, brother-in-law, sister, sister-in-law, son, son-in-law, daughter, daughter-in-law, husband, wife, grandparents, grandchildren, legal guardians in the care of the employee, and minors for whom the employee is the legal guardian.

ARTICLE 14. COMPENSATION

SECTION 1. WAGE SCHEDULES

Employees shall be compensated in accordance with the wage schedule attached as an addendum to this agreement, and which is hereby incorporated into and made a part of this agreement.

Effective July 1, 2021, the salary schedule will be increased by 3%. Effective July 1, 2022, the salary schedule will be increased by 3%. Effective July 1, 2023, the salary schedule will be increased by 2.5%.

SECTION 2. PAYCHECKS

Pay checks shall be issued every two weeks, on Thursdays. Expense reimbursement shall not be subject to withholding taxes.

SECTION 3. STEP PLAN

For the duration of this Agreement, new employee shall be hired at not less than the minimum rate (Step A) established for their classification. Employees will move one step on the salary schedule after one year of service and satisfactory performance evaluation. Employees hired on or after July 1, 1999 will advance one step every two years thereafter. Employees hired before July 1, 1999 shall continue to move annually on the salary scale. If an employee is promoted prior to their one-year anniversary with the County, they will move up one step after one year of service in the new position and a satisfactory performance evaluation.

SECTION 4. RETIREMENT

The County agrees to maintain its existing retirement plan, subject to the terms and conditions thereof as it applies to employees in the bargaining unit, as follows:

The formula for determining retirement benefits shall be 3% times years of membership, times average monthly earnings for employees hired before December 31, 1994. The formula for determining retirement benefits shall be 2.4% times years of membership, times average monthly earnings for employees hired after December 31, 1994.

All eligible County employees hired on or after July 1, 2020 will be offered the Defined Contribution Retirement Plan. The plan is funded through Employee and County contributions at the rate of: Employee to contribute 6% and the County to contribute 9% for a total of 15%. All newly hired employees will become eligible on the first day of the month following 6 months from the date of hire. When the sum of the months of employment equal 60 months, the employee will be 100% vested.

The County will retain the existing Defined Benefit Retirement Plan for all current employees who were hired before July 1, 2020.

SECTION 5. ON-CALL PAY

On-call shall be defined as periods of time outside the normal work schedule during which qualified employees, approved by the BOC, are required to remain available to respond to emergency situations. An on-call employee's movements are restricted as follows:

A. An employee shall be considered "on-call" when specifically required to be available for work, either in person or by electronic or other means, outside his/her working hours, as mandated by the employee's position.

B. The employee may not consume any substance (including alcohol) that has known mind or function altering effects while on call.

Periods of on-call shall normally be in blocks of sixty (60) hours for week days (fifteen (15) hours per day for the time from 5:00 p.m. until 8:00 a.m., Monday through Thursday) or sixty- three (63) hours for weekends (5:00 p.m. Friday to 8:00 a.m. Monday). The department supervisor shall be responsible for creating and posting a schedule indicating the times that qualified employees are assigned to on-call duty. The standby schedule shall be posted two (2) weeks in advance. Changes in scheduling thereafter may be made by the department supervisor to respond to emergencies. Trading of scheduled on-call duty shall only be permitted with the advance approval of the supervisor.

Employees that are subject to being on-call shall be compensated at the rate of \$2.00 per hour for every hour of time they are scheduled to be on call.

In addition to the on-call compensation, union employees required to physically report to a work location during a period of on-call shall also receive overtime compensation pursuant to the call-out provisions of the union contract.

Notwithstanding Section 15.3 No Pyramiding of this Agreement, employees who are on-call during a holiday shall receive their on-call pay in addition to their holiday pay.

Employees are not eligible for on-call pay as provided for in this section during the lunch hour. If employees are called away from their lunch period to respond to an emergency, they shall be compensated in accordance with wage and hour law and the overtime provisions of this agreement.

SECTION 6. WORKING OUT OF CLASSIFICATION PAY

Work out of classification pay will be the greater of:

1. The classification salary base rate of pay of the higher-level position, or
2. 5% above the employee's regular base rate of pay.

ARTICLE 15. OVERTIME

SECTION 1. DEFINITION

The County may require employees to work overtime on any day, at any hour, and for so long a period of time as is specified.

All overtime shall be pre-authorized by a supervisor except in the case of an emergency. In the event of an emergency and the employee is unable to obtain approval prior to working overtime, the employee shall be required to notify their supervisor at the earliest opportunity.

Employees shall be compensated at the rate of time-and-one-half (1 1/2) for work under the following conditions:

- A. Except as provided for elsewhere in this Agreement, all work performed in excess of eight (8) hours (5/8 schedule) or ten (10) hours (4/10 schedule) in any work day; or
- B. All work performed in excess of forty (40) hours in any work week.

Paid leave hours will count as hours worked for purposes of this section.

SECTION 2. CALLOUT

Callout, to be defined as overtime work performed during hours not immediately prior to or after regularly scheduled working hours, shall be two (2) hours or the actual number of hours worked, whichever is greater, at the overtime rate.

SECTION 3. NO PYRAMIDING

In no event shall compensation be received twice for the same hours.

SECTION 4. FORM OF COMPENSATION

Compensation for authorized overtime, callout and holiday work shall be paid in the form of compensatory time off, or in pay. Compensatory time off shall be scheduled by mutual agreement. Overtime must be recorded by the end of the next work date after the authorized overtime occurred. Compensatory time off accrued by reason of authorized overtime work may not be accrued beyond eighty (80) hours, unless mutually agreed upon in writing between the department head, the BOC, and the employee. Upon promotion, all accrued compensatory time will be retained.

ARTICLE 16. SENIORITY

SECTION 1. DEFINITION

County Seniority is the length of continuous unbroken service, by a regular employee with Morrow County since the employee's last date of hire. An approved non-paid leave of absence that is for two weeks or less in duration shall not affect an employee's seniority date. The period of any such leave which is for more than two consecutive weeks in duration shall not be counted in determining an employee's seniority.

Classification Seniority is the length of continuous unbroken service by an employee within their department and classification of current assignment plus any higher paid class within the department since the employee's last date of hire. An approved non-paid leave of absence shall be treated in the same manner as is provided for in County Seniority above.

SECTION 2. LOSS OF SENIORITY

Employment shall be terminated and all seniority shall be lost for any of the following reasons:

- A. If the employee resigns.
- B. If the employee is discharged.
- C. If the employee retires.
- D. If the employee is laid off for a period in excess of 18 months.
- E. If the employee is absent from work for twenty-five (25) consecutive, hours from the start of the shift missed (i.e., one (1) hour into the shift of the second consecutive workday missed) without notifying his/her supervisor or without being excused in advance by his/her supervisor, unless it can be affirmatively shown that it was impossible for the employee to give such notice.
- F. Failure to notify the County of availability to return to work within two (2) working days after receipt of a notice of recall from a layoff, or failure to report to work upon the date specified in the recall notice.
- G. Securing other employment during a leave of absence, unless agreed to in advance by the supervisor.
- H. While on layoff, failure to register in person or by mail with the supervisor or designee upon change of address, telephone number, and at least once every six (6) months during the period of layoff signifying his/her availability for recall.
- I. No represented employee shall accrue union/bargaining unit seniority if they accept an non- represented County position.

SECTION 3. SENIORITY LIST

Once each year, the County shall post on the work-area bulletin board a seniority list which shall show County Seniority and Classification Seniority.

ARTICLE 17. REDUCTION IN FORCE

SECTION 1. LAYOFF

In the event of a layoff of employees, said employees shall be laid off in inverse order of classification seniority within the County department, and their classification affected by the layoff County shall provide to the Union a minimum of thirty (30) days' notice of intent to lay off employees.

SECTION 2. BUMPING

Only in the event of a layoff shall employees have bumping rights. An employee displaced from his/her job by reason of a layoff shall be entitled to bump or displace an employee in an equal or lower job classification within the affected department provided the displacing employee has greater seniority with the County and has the knowledge and skills to perform the job to which he/she proposes to bump.

The determination as to "knowledge and skills" shall not be subject to grievance arbitration.

SECTION 3. RECALL

Employees shall be recalled from layoff in accordance with the same standards as were employed in making the original layoff determination. Such recall shall be in the inverse order of their layoff

No new employee shall be hired in a classification within the department affected by the layoff until all employees in the classification in the department are recalled.

Recall rights and seniority shall terminate 18 months after the employee's layoff

Notice of recall shall be sent by certified mail, return receipt requested, and marked "Deliver to Addressee Only," to the employee's last-known address on file with the County. If the recall notice is returned to the County without having been delivered, the County shall be under no further obligation to recall that employee. The County shall not require an employee to return from layoff less than fourteen (14) days from the date that the recall notice was sent.

ARTICLE 18. INSURANCE

SECTION 1. MEDICAL

The insurance plan shall be the Regence BlueCross BlueShield of Oregon medical plan Copay Plan F RX7 Preferred Provider (PPP) with a \$500 deductible and with Alternative Care rider, and vision coverage endorsement or such other coverage that is substantially comparable.

The County agrees to pay 92.5% of the premium cost of the medical insurance plan specified above for all full-time employees who elect coverage and enrolled dependents. The County will pay 92.5% of the prorated premium for part-time employees based on the number of hours the employee works per year (so if the employee works 80% of the time, the County will pay 92.5% of 80% of the premium).

If the above referenced insurance plan is not available, the County shall immediately confer with the Union for the purpose of securing a replacement plan. The parties recognize that the County cannot guarantee any specific medical plan or benefit level. However, the County guarantees that it will maintain at a minimum, its current level of monthly dollar contribution toward insurance premiums. In addition, the County will maintain the 92.5% premium cost share during the contract.

SECTION 2. DENTAL

The insurance plan shall be Oregon Dental Service (ODS) Dental Plan II, or such other coverage that is substantially comparable, if available.

The County agrees to pay 92.5% of the premium cost of the dental insurance plan specified above for all full-time employees who elect coverage and enrolled dependents. The County will pay 92.5% of the pro-rated premium for part-time employees based on the number of hours the employee works per year.

If the above referenced insurance plan is not available, the County shall immediately confer with the Union for the purpose of securing a replacement plan. The parties recognize that the County cannot guarantee any specific dental plan or benefit level. However, the County guarantees that it will maintain at a minimum, its current level of monthly dollar contribution toward insurance premiums. In addition, the County will maintain the 92.5% premium cost share during the contract.

SECTION 3. LIFE INSURANCE

The County agrees to continue to provide the existing or an equivalent in the aggregate life insurance plan for each employee.

SECTION 4. LONG TERM DISABILITY

The County agrees to continue to provide the existing or equivalent in aggregate long-term disability insurance plan.

SECTION 5. SECTION 125 PAYROLL DEDUCTION

As allowed by the Internal Revenue Service Code, the County will continue to provide a Section 125 deduction program whereby employees shall have the opportunity to pay for their portion of the above specified insurance programs with untaxed earnings.

SECTION 6. PLAN CHANGES

Whenever the County seeks to make a change in the plans as specified above, they will seek input from the bargaining unit.

To this end, the Union will appoint two-member representatives to the Morrow County Employee Insurance Benefit Committee, with one of the members from the Public Health Department.

SECTION 7. AIR MEDICAL TRANSPORT INSURANCE

The County will purchase a standard annual family membership to an air medical transportation insurance plan for each employee in the bargaining unit. Initial policy application is to be made by the individual employees and will become effective as provided for in the policy. The County's commitment

is limited to the cost of the premium. Any costs not covered by the insurance are the responsibility of the employee.

ARTICLE 19. GENERAL PROVISIONS

SECTION 1. PERSONNEL FILES

An employee shall be provided a copy of any document that is to be placed in his/her personnel file and shall have the right to review the contents of, and to obtain a copy of, items that are in their file. Employees will be required to sign any adverse material placed in their personnel file.

Employees may add written responses to evaluations because they are not subject to the grievance procedure.

SECTION 2. JOB OPENINGS

Whenever there is a job opening, notice of such opening will be posted on the County website for a period of one (1) week prior to the closing deadline, to provide employees the opportunity to submit written application for that job.

SECTION 3. NON-DISCRIMINATION

The parties agree that there will be no discrimination based on race, color, gender, national origin, religion, marital status, age, prior industrial injury, or mental/physical disability, or other protected class unrelated to job performance.

The parties further agree that equal employment opportunity will be provided in all aspects of the employer-employee relationship including, but not limited to, recruitment, hiring, promotions, layoff, termination, demotions, transfers, training, rates of pay, fringe benefits, use of facilities, and other terms, conditions and privileges of employment.

SECTION 4. SAFETY

Employees will not be disciplined for refusing to work under conditions in which a bona fide, unsafe working condition exists. Employees shall report such conditions immediately upon discovery to their supervisor, safety committee or HR Director and the County will take appropriate action, if any.

SECTION 5. MILEAGE REIMBURSEMENT

Employees who drive on County business shall be required to have a valid Oregon driver's license and insurance coverage as required by state law. Travel of employees on official business shall, whenever possible and practical, be by County-owned vehicle. Travel is reimbursed for private auto use on work related matters according to the published IRS rate, with prior department Head approval. Employees who have a county vehicle available to them, and choose to use their private auto for personal convenience will be reimbursed at 50% of the published IRS rate, with prior Department Head approval. Employees must furnish a record of where, when and why they traveled on business in order to receive the mileage allowance. The employee will be responsible for ensuring that sufficient accident and injury insurance coverage exists on their private auto to cover the employees' liability for accident or injury.

ARTICLE 20. SAVINGS CLAUSE

Should any article, section, or portion thereof of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, or any administrative agency having jurisdiction over the subject matter, such decision shall apply only to the specific article, section, or portion thereof directly specified in the decision. Upon the issuance of any such decision, the parties agree immediately to negotiate a substitute, if possible, for the invalidated article, section, or portion thereof. All other portions of this Agreement, and the Agreement as a whole, shall continue without interruption for the term thereof.

ARTICLE 21. EFFECTIVE DATES

Except where otherwise specifically stated, this Agreement shall become effective on the date of signing, or July 1, 2021 whichever date is later, and shall remain in full force and effect through June 30, 2024. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing not later than sixty (60) days prior to the expiration of subsequent anniversary date that it wishes to modify this Agreement for any reason.

EXECUTION OF AGREEMENT

This agreement is executed this _____ day of _____ 2021, by and between Morrow County and AFSCME Local 2479, Sub Local 002.

SIGNATURES

MORROW COUNTY

AFSCME

X _____
Don Russell, Commissioner

X 
Darren Holden, Council Representative

X _____
Jim Doherty, Commissioner

X 
Theresa Crawford, Local President

X _____
Melissa Lindsay, Commissioner

APPENDIX A: SALARY SCALES

GENERAL SCALE
2021 - 2022

COLA 3.000%

\$2,386.430

RANGE	POSITION	Hire	1 year				
		O A	B	C	D	E	F
1	Transportation Driver	\$2,386	\$2,506	\$2,631	\$2,763	\$2,901	\$3,046
2	Janitor	\$2,506	\$2,631	\$2,763	\$2,901	\$3,046	\$3,198
3	Office Support Veterans Transportation Dispatcher Deputy Clerk	\$2,631	\$2,763	\$2,901	\$3,046	\$3,198	\$3,358
4	Fixed Route Driver Translator Health Promoter Justice Court Clerk 1	\$2,763	\$2,901	\$3,046	\$3,198	\$3,358	\$3,526
5	Fair Secretary	\$2,901	\$3,046	\$3,198	\$3,358	\$3,526	\$3,702
6	Office Assistant Planning Office Assistant Accounting Clerk Healthy Families Home Visitor Road Office Support	\$3,046	\$3,198	\$3,358	\$3,526	\$3,702	\$3,887
7	Assessment & Tax Clerk Care Coordinator Healthy Families Home Visitor Bilingual Office Assistant Bilingual	\$3,198	\$3,358	\$3,526	\$3,702	\$3,887	\$4,082
8	Planning Outreach Coordinator Juvenile Office Support Specialist Appraiser Trainee Justice Court Clerk 2 Chief Deputy Clerk Planning Office Manager	\$3,358	\$3,526	\$3,702	\$3,887	\$4,082	\$4,286
9	Assessment & Tax Office Specialist Public Works Administrative Assistant Accounting Technician	\$3,526	\$3,702	\$3,887	\$4,082	\$4,286	\$4,500
10	Legal Secretary Vererans Service Officer Maintenance Assistant Public Health. Offc. Mgr./Billing Super.	\$3,702	\$3,887	\$4,082	\$4,286	\$4,500	\$4,725
11	DD Case Manager Victims Advocate	\$3,887	\$4,082	\$4,286	\$4,500	\$4,725	\$4,961
12	Planner I Compliance Planner 1 Maintenance Associate Juvenile Probation Counselor Support Enforcement Officer	\$4,082	\$4,286	\$4,500	\$4,725	\$4,961	\$5,209
13	Appraiser I GIS Planning Tech. CD Coordinator/Emergency Coordinator Staff Accountant Deputy Asses./Tax Collector	\$4,286	\$4,500	\$4,725	\$4,961	\$5,209	\$5,470
14		\$4,500	\$4,725	\$4,961	\$5,209	\$5,470	\$5,743
15	Appraiser II Associate Planner Planner II/Associate Planner	\$4,725	\$4,961	\$5,209	\$5,470	\$5,743	\$6,030
16	RN Community Health Nurse Data Analyst (Assr.)	\$4,961	\$5,209	\$5,470	\$5,743	\$6,030	\$6,332
17		\$5,209	\$5,470	\$5,743	\$6,030	\$6,332	\$6,649
18	Lead Appraiser	\$5,470	\$5,743	\$6,030	\$6,332	\$6,649	\$6,981
19	Systems Admin./Network Man.	\$5,743	\$6,030	\$6,332	\$6,649	\$6,981	\$7,330

pre 7/1/99 (moves annually on scale)

post 7/1/99 (moves alternating years on scale)

**GENERAL SCALE
2022 - 2023**

\$2,458.02

COLA 3.000%

RANGE	POSITION	Hire	1 year				
		O A	B	C	D	E	F
1	Transportation Driver	\$2,458	\$2,581	\$2,710	\$2,845	\$2,988	\$3,137
2	Janitor	\$2,581	\$2,710	\$2,845	\$2,988	\$3,137	\$3,294
3	Office Support Veterans Transportation Dispatcher Deputy Clerk	\$2,710	\$2,845	\$2,988	\$3,137	\$3,294	\$3,459
4	Fixed Route Driver Translator Health Promoter Justice Court Clerk 1	\$2,845	\$2,988	\$3,137	\$3,294	\$3,459	\$3,632
5	Fair Secretary	\$2,988	\$3,137	\$3,294	\$3,459	\$3,632	\$3,813
6	Office Assistant Planning Office Assistant Accounting Clerk Healthy Families Home Visitor Road Office Support	\$3,137	\$3,294	\$3,459	\$3,632	\$3,813	\$4,004
7	Assessment & Tax Clerk Care Coordinator Healthy Families Home Visitor Bilingual Office Assistant Bilingual	\$3,294	\$3,459	\$3,632	\$3,813	\$4,004	\$4,204
8	Planning Outreach Coordinator Juvenile Office Support Specialist Appraiser Trainee Justice Court Clerk 2 Chief Deputy Clerk Planning Office Manager	\$3,459	\$3,632	\$3,813	\$4,004	\$4,204	\$4,414
9	Assessment & Tax Office Specialist Public Works Administrative Assistant Accounting Technician	\$3,632	\$3,813	\$4,004	\$4,204	\$4,414	\$4,635
10	Legal Secretary Vererans Service Officer Maintenance Assistant Public Health. Offc. Mgr./Billing Super.	\$3,813	\$4,004	\$4,204	\$4,414	\$4,635	\$4,867
11	DD Case Manager Victims Advocate	\$4,004	\$4,204	\$4,414	\$4,635	\$4,867	\$5,110
12	Planner I Compliance Planner 1 Maintenance Associate Juvenile Probation Counselor Support Enforcement Officer	\$4,204	\$4,414	\$4,635	\$4,867	\$5,110	\$5,366
13	Appraiser I GIS Planning Tech. CD Coordinator/Emergency Coordinator Staff Accountant Deputy Asses./Tax Collector	\$4,414	\$4,635	\$4,867	\$5,110	\$5,366	\$5,634
14		\$4,635	\$4,867	\$5,110	\$5,366	\$5,634	\$5,916
15	Appraiser II Associate Planner Planner II/Associate Planner	\$4,867	\$5,110	\$5,366	\$5,634	\$5,916	\$6,211
16	RN Community Health Nurse Data Analyst (Assr.)	\$5,110	\$5,366	\$5,634	\$5,916	\$6,211	\$6,522
17		\$5,366	\$5,634	\$5,916	\$6,211	\$6,522	\$6,848
18	Lead Appraiser	\$5,634	\$5,916	\$6,211	\$6,522	\$6,848	\$7,190
19	Systems Admin./Network Man.	\$5,916	\$6,211	\$6,522	\$6,848	\$7,190	\$7,650

pre 7/1/99 (moves annually on scale)

post 7/1/99 (moves alternating years on scale)

GENERAL SCALE
2023- 2024
 \$2,519.47

COLA 2.500%

RANGE	POSITION	Hire	1 year				
		0 A	B	C	D	E	F
1	Transportation Driver	\$2,619	\$2,646	\$2,778	\$2,917	\$3,062	\$3,216
2	Janitor	\$2,646	\$2,778	\$2,917	\$3,062	\$3,216	\$3,376
3	Office Support Veterans Transportation Dispatcher Deputy Clerk	\$2,778	\$2,917	\$3,062	\$3,216	\$3,376	\$3,546
4	Fixed Route Driver Translator Health Promoter Justice Court Clerk 1	\$2,917	\$3,062	\$3,216	\$3,376	\$3,546	\$3,722
5	Fair Secretary	\$3,062	\$3,216	\$3,376	\$3,546	\$3,722	\$3,909
6	Office Assistant Planning Office Assistant Accounting Clerk Healthy Families Home Visitor Road Office Support	\$3,216	\$3,376	\$3,546	\$3,722	\$3,909	\$4,104
7	Assessment & Tax Clerk Care Coordinator Healthy Families Home Visitor Bilingual Office Assistant Bilingual	\$3,376	\$3,546	\$3,722	\$3,909	\$4,104	\$4,309
8	Planning Outreach Coordinator Juvenile Office Support Specialist Appraiser Trainee Justice Court Clerk 2 Chief Deputy Clerk Planning Office Manager	\$3,546	\$3,722	\$3,909	\$4,104	\$4,309	\$4,625
9	Assessment & Tax Office Specialist Public Works Administrative Assistant Accounting Technician	\$3,722	\$3,909	\$4,104	\$4,309	\$4,526	\$4,751
10	Legal Secretary Vererans Service Officer Maintenance Assistant Public Helth. Offc. Mgr./Billing Super.	\$3,909	\$4,104	\$4,309	\$4,526	\$4,751	\$4,988
11	DD Case Manager Victims Advocate	\$4,104	\$4,309	\$4,526	\$4,751	\$4,988	\$5,238
12	Planner I Compliance Planner 1 Maintenance Associate Juvenile Probation Counselor Support Enforcement Officer	\$4,309	\$4,526	\$4,751	\$4,988	\$5,238	\$5,500
13	Appraiser I GIS Planning Tech. CD Coordinator/Emergency Coordinator Staff Accountant Deputy Asses./Tax Collector	\$4,526	\$4,751	\$4,988	\$5,238	\$5,500	\$5,775
14	Appraiser II Associate Planner Planner II/Associate Planner	\$4,751	\$4,988	\$5,238	\$5,500	\$5,775	\$6,063
15	RN Community Health Nurse Data Analyst (Assr.)	\$4,988	\$5,238	\$5,500	\$5,775	\$6,063	\$6,367
16	Lead Appraiser	\$5,238	\$5,500	\$5,775	\$6,063	\$6,367	\$6,685
17	Systems Admin./Network Man.	\$5,500	\$5,775	\$6,063	\$6,367	\$6,685	\$7,019
18		\$5,775	\$6,063	\$6,367	\$6,685	\$7,019	\$7,370
19		\$6,063	\$6,367	\$6,685	\$7,019	\$7,370	\$7,739

pre 7/1/99 (moves annually on scale)

post 7/1/99 (moves alternating years on scale)



Collective Bargaining Agreement

Between

Morrow County

&

Morrow County Road Department,
Local 2479 American Federation of State,
County and Municipal Employees,
AFL-CIO

Effective through June 30, 2024

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PREAMBLE

This Agreement is entered into by Morrow County, Oregon, hereinafter referred to as the "County" and Morrow County Local Union 2479 Road Department, affiliated with the American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the "Union".

ARTICLE 1: SCOPE OF AGREEMENT AND RECOGNITION

SECTION 1. SCOPE OF BARGAINING UNIT:

The bargaining unit covered by this Agreement shall consist of all regular and probationary employees, employed for more than 20 hours per week, whose job classification titles appear in the Addendum hereof. Temporary employees shall be excluded.

A temporary employee under this Article is an employee hired to perform a specific project for a definite period of time not to exceed six (6) months or to replace a bargaining unit employee who is on leave due to disability, for child care, or for other reason for the duration of such leave. If a temporary employee becomes a regular employee provided there is no break in service, his/her seniority date shall be the date upon which his/her employment as a temporary employee began. No individual temporary employee may be employed by the County for more than 1040 hours a fiscal year without the prior written consent of the Union.

All employees hired pursuant to any federal, state, or other program whereby an agency other than the County is providing all or a portion of the funding shall be subject to the provisions of this Agreement only to the extent such coverage is consistent with the agreement between the County and the funding agency.

SECTION 2. RECOGNITION:

The County recognizes the Union as the sole and exclusive collective bargaining representative of all the employees covered by this Agreement for the purpose of negotiations with respect to employment relations as defined by ORS 243.650-762.

SECTION 3. NEW POSITIONS:

When any new classification which is properly in the bargaining unit is established, the County shall designate a job classification and pay rate for the position. The Union shall be notified and shall be afforded an opportunity to meet and discuss the matter. If the Union does not agree that the rate set for the classification is proper, the Union may submit the issue as a grievance under the procedure of Article 5.

ARTICLE 2: UNION SECURITY

SECTION 1. DUES DEDUCTIONS:

The County agrees to deduct the uniformly required Union membership dues and other authorized fees or assessments twice each month from the pay of those employees who have authorized such deductions in writing. The amounts so deducted shall be given to the local treasurer as designated by the Union with a list of the employees subject to the deduction.

SECTION 2. MINIMUM WORKDAYS FOR DEDUCTION:

For the purpose of calculating months to determine the beginning or end of the payroll deductions called for in this Article, dues or like amounts shall be deducted for any calendar month during which the employee works 10 working days or more.

SECTION 3. HOLD HARMLESS:

The Union will indemnify, defend and hold the County harmless against any claims made and against any suit instituted against the County as a result of any County action taken pursuant to the provisions of this Article. The Union and the County each agree to reimburse any monies paid or not paid in error within 30 days of notification of such error.

SECTION 4. BULLETIN BOARDS:

The County agrees to provide adequate space on existing bulletin boards for use by the Union. All materials posted thereon by the Union shall be on Union letterhead stationery or otherwise clearly identified as originating from the Union.

SECTION 5. AFSCME REPRESENTATIVES:

Upon proper pre-notification, bona fide representatives of the Union shall have access to the premises of the County during working hours to conduct Union business as long as County operations are not unduly interrupted.

SECTION 6. UNION STEWARDS:

Employees selected by the Union to act as Union representatives shall be known as "stewards". The names of employees selected as stewards, and the names of their Union representatives who may represent the employees, shall be certified in writing to the County by the local Union. Notification shall be to the Public Works Director and the Human Resource Director on January 1st of each year and any changes throughout the year shall be sent to the above mentioned within 14 days of action, and the individuals so certified shall constitute the Union grievances committee.

SECTION 7. LABOR & MANAGEMENT MEETINGS:

The County and the Union each agree to hold labor and management meetings when requested by either party at a mutually convenient time and place to discuss any matters pertinent to maintaining good employer/employee relationships.

ARTICLE 3: MANAGEMENT RIGHTS

Except as otherwise limited by the terms of this Agreement, the County retains all the customary, usual and exclusive rights, decision-making prerogatives, functions and authority connected with or in any way incident to its responsibility to manage the affairs of the County or any part of it.

Without limitation, but by way of illustration, the exclusive prerogatives, functions and rights of the County shall include the following:

- A. To determine the services to be rendered to the citizens of the County.
- B. To determine and to follow the County's financial, budgetary and accounting procedures.
- C. To direct and supervise all operations, functions and policies of the departments in which the employees covered by this Agreement are employed, so long as such operations, functions and policies are consistent with the terms and provisions of this Agreement.
- D. To establish, revise and implement the standards for hiring, classification, promotion quality of work, safety materials and equipment.
- E. To determine the need for additional educational courses, training programs, on-the-job training and cross-training and to assign employees to such duties for such periods to be determined by the County.
- F. To close or liquidate any office, branch, operations or facility, or combination of facilities, or to relocate, reorganize or combine the work of divisions, offices, branches, operations or facilities.
- G. To manage and direct the work force including, but not limited to, the right to determine the methods, processes and manner of performing work; the right to hire, promote and retain employees; the right to determine schedules of work; the right to purchase, dispose of and assign equipment or supplies.
- H. To determine the need for a reduction or an increase in the work force.
- I. To implement new, and to revise or discard, wholly or in part, old methods, procedures, materials, equipment facilities, and standards.
- J. To assign and distribute work and work duties.
- K. To assign shifts, workdays, hours of work and work locations subject to the terms of the Agreement.
- L. To determine the need for and the qualifications of new employees, transfers, and promotions.

ARTICLE 4: STRIKES AND LOCKOUTS

SECTION 1. STRIKES:

As long as this Agreement remains in force, the Union or its members, as individuals or as a group, will not participate in any strike, work stoppage, slowdown, or other restriction of work against the County. Violation of

this Article shall fulfill just cause requirements for disciplinary action under the provisions of Article 7 hereof.

SECTION 2. RETURN TO WORK:

In the event of a strike, work stoppage, slowdown, picketing, or other restriction of work in any form, either on the basis of individual choice or collective employee conduct, during the life and duration of this Agreement, the Union will immediately, upon notification from the Public Works Director or the County governing body, attempt to secure an immediate and orderly return to work.

SECTION 3. LOCKOUT:

There will be no lockout of employees in the unit by the County as a consequence of any dispute relating to the provisions of this Agreement.

ARTICLE 5: SETTLEMENT OF DISPUTES

SECTION 1. GRIEVANCE AND ARBITRATION PROCEDURE:

Any dispute which may arise between the parties concerning the application, meaning, or interpretation of this Agreement shall be settled in the following manner:

STEP 1 - Informal Discussion: The affected employee, with or without Union representation, shall communicate the grievance, verbally to the employee's most immediate supervisor within 7 days of the occurrence of the grievance or employee's knowledge of same, whichever shall occur later. The supervisor shall have 7 days in which to respond to the grievance.

STEP 2 - Formal Filing: If the grievance is not resolved, the affected employee, with or without union representation, shall, within 14 days of the occurrence of the grievance or employee's knowledge of same, whichever shall occur later, be presented to the Department Head or designee. Such presentation shall be reduced to writing and shall specify the County action or lack of action which is the cause of the grievance, the specific Article or Articles and Section(s) or paragraph(s) thereof alleged to have been violated, and the remedy sought. The Department Head or designee will have 14 days in which to make a response in writing to the grievance.

STEP 3 –Board of Commissioners: If the grievance remains unresolved, the affected employee with or without union representation, shall, within 14 days of completion of action at Step 2 hereof, submit it to the BOC by submission of all memoranda and materials submitted or received at previous steps of this grievance procedure. The BOC shall have 21 days in which to respond to the grievance.

STEP 4 - Arbitration: If the grievance is still unsettled after completion of Step 3, the Union may, within 14 days of the written response of the County governing body under Step 3, have the right to have the matter submitted to final and binding arbitration as provided herein. The parties shall first attempt to select an arbitrator who is mutually acceptable. If within 10 days from the request for arbitration the parties are unable to agree upon an arbitrator, the parties shall ask for a list of nine (9) names of arbitrators from the Employment Relations Board. The designated arbitrator shall set a time and place for hearing which is agreeable to both parties. Expenses of the arbitrator shall be borne equally by the parties; however, each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim recording of the proceedings, it may cause such a record to be made, provided it pays for the record and makes

a copy available without charge to the arbitrator. If the other party desires a copy, both parties shall jointly share the cost of the transcript and all copies. The arbitrator shall have the authority to consider only a claim based upon a specific provision of this Agreement and shall have no authority to add to, modify, or detract from this Agreement.

Any decision of the arbitrator within the scope of this Agreement shall be final and binding upon the parties.

SECTION 2. TIME PERIODS:

Time periods specified in this Article may be extended or modified only by mutual consent. Failure by the Union to comply with a specified time period shall be considered equivalent to dropping the grievance and the dispute shall not be subject to arbitration as provided herein. If the employee/Union wishes to pursue the grievance despite the time limit default, the grievance will be processed to the BOC. In this instance, the BOC's decision shall be final and binding.

Failure by the County to comply with a specified time period shall constitute rejection of the grievance at that step, thereby automatically moving the grievance to the next step.

SECTION 3. DETERMINATION OF MERIT:

The provisions of this Article shall not be interpreted to require that the Union process any grievance through the grievance or arbitration procedure which it believes lacks sufficient merit.

SECTION 4. PROCESSING OF GRIEVANCE:

Employees will be paid for time spent during their regular working hours meeting with County officials for the purpose of processing grievances or resolving contract administration issues, but will not be paid for meeting time that falls outside their regular working hours. Time off with pay for the purpose of investigating or preparing grievances for arbitration or other third-party hearing will not be allowed. Time off without loss of pay will, however, be allowed when the County requires an employee to attend an arbitration or other third-party hearing.

ARTICLE 6: PROBATIONARY PERIOD

SECTION 1. NEW EMPLOYEES:

Every new employee shall serve a probationary period of 6 months. During the probationary period, the County shall have the right to terminate the employee for any reason, and the employee shall not have recourse to the provisions of the grievance procedure. Except as provided for herein and elsewhere in this Agreement, probationary employees shall be subject to all provisions of this Agreement. Leave without pay and layoff time shall not be credited towards the probationary period and other time periods specified in this Article.

SECTION 2. PROMOTIONAL PROBATIONARY PERIOD:

An employee selected to fill a job opening shall have up to six months to demonstrate his/her ability to satisfactorily perform the job. In the event he/she is unable to satisfactorily perform the job within that period, he/she shall have the right to return to his/her last job position with all seniority restored within that

classification.

If the employee who was selected to fill the job has not completed his/her initial probationary period as specified in Section 1 hereof, the above 6-month period and the initial probationary period shall run concurrently. In any event, the employee will serve at least a six-month probation period in the promotional classification.

ARTICLE 7: DISCIPLINE AND DISCHARGE

SECTION 1. TYPES OF DISCIPLINE:

Disciplinary actions to be invoked shall be limited to the following written reprimand, demotion, reduction in pay, suspension without pay, and discharge. Except as provided for in Article 6 hereof, discipline will only be invoked for just cause and be subject to the Grievance Procedure.

SECTION 2. STANDARD:

No employee shall be disciplined or discharged except for just cause. Verbal warnings are not considered to be discipline and may not be protested through the grievance procedure.

SECTION 3. PROBATIONARY PERIOD:

This article shall not apply to any employee on probation as defined in Article 6 Probationary Period.

SECTION 4. IMPOSITION:

If the County has reason to discipline an employee, reasonable effort shall be made to impose such discipline in a manner that will not unduly embarrass the employee before other employees or the public.

SECTION 5. DUE PROCESS:

In the event the County believes an employee may be subject to discipline greater than a written reprimand, the following procedural due process shall be followed:

- A. The employee shall be notified in writing of the charges or allegations that may subject them to discipline. In the event of discipline greater than a written reprimand, an electronic copy will be sent to the Local Union Sub Chapter President and Council Representative within seven (7) days at the request of the employee.
- B. The employee shall be notified in writing of the disciplinary sanctions being considered.
- C. The employee will be given an opportunity to refute the charges or allegations either in writing or verbally in an informal hearing.
- D. At their request, the employee will be entitled to Union representation at the informal hearing.

SECTION 6. JUST CAUSE STANDARDS:

For the purpose of this Agreement just cause shall be determined in accordance with the following guidelines:

- A. The employee shall have some warning of the consequences of their conduct, unless the conduct is of such a nature that no prior warning is necessary in the eyes of a reasonable person.
- B. If a rule or order is the subject of the alleged misconduct, it must be reasonable and applied evenhandedly, if appropriate.
- C. The County must conduct a fair and reasonable investigation.
- D. It must be determined that the employee is guilty of the alleged misconduct or act.
- E. Discipline normally will be imposed in a progressive and corrective manner. The discipline must be appropriate based on the severity of the misconduct or the actual or potential impact the misconduct has or would have on the employer's operation.
- F. The employee's past employment record shall be considered, if appropriate, based on the severity of the act.
- G. The County shall apply rules and disciplinary action evenly and fairly, recognizing that some misconduct is so egregious that no employee can reasonably rely on past treatment for similar offenses as a justification or defense to discharge or other discipline. The County further has the right to change disciplinary policies at any time, notwithstanding prior practices, if the County gives reasonable advance notice to affected employees and the change does not otherwise violate the collective bargaining agreement.

ARTICLE 8: HOURS OF WORK

SECTION 1. WORK HOURS AND WORK WEEK:

The regular hours of work each day shall be consecutive except for a lunch period. The regular work week shall consist of not more than 5 consecutive days or 4 consecutive work days if a 4/10 schedule is adopted.

SECTION 2. WORK SCHEDULE:

Work schedules indicating any change in the hours and days to be worked shall be posted 72 hours in advance, except in the case of a change from a 5/8 to a 4/10, or from a 4/10 to a 5/8 schedule, in which case such advance notice shall be 14 days, or all time worked outside the originally scheduled work hours and prior to the above-specified advance notice shall be paid at the overtime rate. The foregoing shall not apply when a change in work schedule is due to inclement weather, or other circumstance over which the County exercises no direct control or could not have reasonably anticipated.

SECTION 3. TEMPORARY WORK LOCATION:

Whenever an employee is required to report to a work location other than their usual place of reporting, the employee shall be paid at the rate of twenty cents (20¢) per mile from their usual reporting place for the use of the employee's personal transportation to and from the temporary work location. Compensation for mileage would only

be if the distance to new reporting station was greater in length than previous reporting location for employee.

Notwithstanding the foregoing, the County shall have the right to change the usual reporting location without being required to pay mileage, so long as the employee is given notification of the change in reporting location not less than 2 weeks prior to effective date of assignment to the new location, and provided that the change in assignment is for a period of not less than 3 calendar months.

In the event the County requires an employee to work at a location other than their usual reporting place, as provided above, for a period in excess of 3 calendar months but fails to designate such reporting place as a usual reporting place, the County shall pay an additional \$12.75 per day for each day after the first 3 months that such condition continues.

SECTION 4. MEAL PERIODS:

All employees shall be granted a minimum of a 1/2-hour uncompensated meal period during each work shift. The meal period shall normally be taken between 3 and 5 hours (4 to 6 hours if on a 4/10) after the start of the work shift. Employees who are working overtime in excess of 12 hours in a work day shall be provided an additional 1/2-hour meal period and meal reimbursement in accordance with the current GSA rates. Claims in excess of GSA rates will be at the employee's expense.

SECTION 5. REST PERIODS:

Each employee shall be allowed a 15-minute rest period during the first half of his/her shift, and a 15-minute rest period during the second half of his/her shift. Whenever reasonable, rest periods shall be taken at the middle of each half shift and at the location where that employee is at the time. Time spent traveling elsewhere to take the break will count toward the 15-minute period. However, employees are allowed reasonable distance to the designated break area, if any.

SECTION 6. MINIMUM HOURS:

Notwithstanding Section 2 above, there shall be no guaranteed number of hours of work per day or per week, nor shall there be a guaranteed minimum level of total monthly or annual compensation. If, however, employees are to work less than the normal work hours, the County will post work schedules in accordance with Section 2 hereof reflecting same at least 72 hours in advance or pay the straight time rate for all hours normally worked whether actually worked or not.

ARTICLE 9: HOLIDAYS

SECTION 1. RECOGNIZED HOLIDAYS:

The following shall be recognized as holidays:

New Year's Day	Labor Day
Martin Luther King Day	Veterans Day
Presidents Day	Thanksgiving Day
Memorial Day	Employee Appreciation Day (DAT- NYE)
Independence Day	Christmas Day
	Floating Holiday

Full time employees shall accrue one floating holiday each fiscal year. Employees may take this holiday at times approved by the employer. The floating holiday must be used during the year it was accrued. In addition to the above, any day designated by the County Commission as a holiday for bargaining unit members shall be so observed.

SECTION 2. ELIGIBLE EMPLOYEES:

All regular, full-time employees shall receive the day of the holiday observance off with pay, or if required to work on the day of the holiday observance, be paid at the rate of 1/2 times the regular hourly rate for all hours worked, in addition to the holiday pay.

Only those employees who work or are on leave with pay on their first regularly scheduled working day before and after the holiday shall be eligible for the holiday pay. Holidays that fall on a Sunday shall be observed on the following Monday, and holidays occurring on a Saturday shall be observed on the preceding Friday for employees on a Monday-through-Friday work schedule. Employees on a 4/10 work schedule shall receive the holiday on the closest regular working day, or on the last working day prior to the holiday when the holiday falls on the second day of the employee's three- day weekend.

SECTION 3. PART-TIME EMPLOYEES:

When a part-time employee is normally scheduled to work the day on which a holiday falls, they shall be paid for the hours they would normally have worked.

ARTICLE 10: SICK LEAVE

SECTION 1. ACCRUAL:

Full-time employees shall be credited with 3.7 hours of sick leave for each payroll period worked (approximately 1 day per month) to a maximum of 960 hours (120 days). Holiday, vacation and sick leave time, provided it was paid for as if worked, will be counted as hours worked for purposes of this Section.

Part-time employees shall receive pro rata sick leave accrual based upon the relationship the employee's regularly scheduled work week bears to 40 hours.

SECTION 2. UTILIZATION:

Employees who have completed 1 full calendar month of employment may apply previously credited sick leave towards the following:

- A.** Illness or injury when such illness or injury prevents the employees from performing the normal job duties of his/her position or other work which may be available.
- B.** Non-emergency medical or dental care, provided such care is approved 48 hours in advance.
- C.** Quarantine as determined by the County Health Officer.
- D.** To care for an ill member of the employee's immediate family. The immediate family means any relative who has resided continuously in the employee's household for the past year or other relations as follows: mother, mother-in-law, father, father-in-law, brother, brother-in-law, sister, sister-in-law, son, son-in-law, daughter, daughter-in-law, husband, wife, grandparents, grandchildren, legal guardians in the care of the employee, and minors for whom the employee is the legal guardian.

SECTION 3. PHYSICIAN CERTIFICATION:

If the County has a reasonable cause for concern, including an employee missing work due to an illness, injury or disability, or an employee working when ill, injured or disabled, it may require a licensed physician, physician's assistant or nurse practitioner's certification of an employee's ability to perform their job. Such statements can verify: the employee's ability to return to work without endangering the safety of himself/herself or others; the necessity of time off from work and any restrictions on job duties; the beginning or ending dates of the illness or injury; or the need of the employee to attend a family member.

When such certification is required, the County will pay costs not covered by the employee's insurance and the employee will be paid as if working. Notwithstanding the above, no employee shall be unreasonably required to see a physician, physician's assistant or nurse practitioner not of his/her choosing.

SECTION 4. EMPLOYEE NOTIFICATION:

In the event an employee suffers from sickness and is unable to perform his /her duties, he/she shall notify his/her supervisor of his/her expected absence, and the nature and expected length thereof, prior to the start of his/her regular work shift. If due to physical incapacity or other cause the employee is unable to provide the above-specified notice, he/she shall cause a spouse or other responsible party to provide the notice on his/her behalf or, if such is not possible, do so at the earliest available opportunity.

SECTION 5. LIMITATIONS:

Except as allowed by the County's pension plan, all sick leave benefits shall terminate and/or be forfeited upon termination of employment for any reason.

No County employee shall be entitled to sick leave pay while absent from duty due to the following causes:

- A. Disability arising from any sickness or injury purposely inflicted.
- B. Sickness or disability sustained while on leave of absence without pay.
- C. Inability to properly perform required duties because of intoxication.
- D. Injury or illness for which the employee is or should be eligible for industrial insurance benefits by reason of employment with an employer other than the County.
- E. An on-the-job injury or illness for which the employee is eligible for Workers' Compensation benefits. However, if such time loss injury is for less than 14 days, the employee shall be eligible for sick leave benefits for the day of the injury and the following 2 days.

All employees are insured under a group policy for occupational accidents which result in injury or disease that is directly related to the employees' work. Benefits include medical treatment and care, as well as disability compensation pay during time lost from job.

In the event of extended physical disability due to an occupational accident or disease, the employee will receive Workers' Compensation insurance benefits and during this time will be considered to be on disability leave from County services. The disability leave will be without wages from the County, but the County, will continue to provide group coverage premiums for life. long-term disability, and medical insurance for a maximum

period of 6 months from the time of the disabling circumstance. In accordance with State and Federal law, the employee may continue health insurance coverage on a self-pay basis.

If it is established that an employee, incapacitated by reason of occupational injury or disease, may safely resume some form of, work but is not physically able to perform the duties of his/her previous position, he/she shall be reinstated in other work that he/she is able to perform if such is available. If the employee refuses such assignment, the County's obligation to retain the employee is ended.

ARTICLE 11: VACATIONS

SECTION 1. ACCRUAL & ELIGIBILITY:

Vacation shall accrue in accordance with the following table:

<u>Years of Service</u>	<u>Hours accrued for Each pay period</u>	<u>Approx. Annual Equivalent for full time employees</u>
0-4	3.70	12 Days
5-9	4.32	14 Days
10-14	4.93	16 Days
15-19	5.54	18 Days
20+	6.16	20 Days

All service credited for vacation accrual purposes must be continuous. In all cases the actual accrual will be based upon hours accrued per pay period, not annual equivalent. Holiday, vacation and sick leave time, provided it was paid for as if worked, will count as hours worked for purposes of this Section.

Vacation credit shall not be granted to employees during their first six (6) months of service. Upon successful completion of such period, the employee shall, however, have 48 hours of vacation time credited to his/her account.

Part-time employees shall receive pro rata vacation accrual based upon the relationship the employee's regularly scheduled work week bears to 40 hours.

SECTION 2. SCHEDULING:

- A. **Vacation:** Employees shall be permitted to request either a split or single vacation. Whenever possible, consistent with the judgment of the supervisor as to the needs and requirements for vacation relief, employees may schedule their vacation times. Subject to such requirements, vacation time shall be scheduled between employees on the basis of department seniority; provided, however, each employee will be permitted to exercise seniority once each year. The County shall have the final determination of vacation times based on operations and the availability of vacation relief to utilize vacation, an employee shall notify his/her supervisor of his/her scheduling request in writing on a form furnished by the County at least 2 weeks but not more than 6 months prior to the start of the requested vacation. The supervisor will approve or deny the request within 5 working days of receipt thereof. However, by mutual agreement between an employee and his/her supervisor, vacation maybe taken without such advance notice.

B. **Work during vacation period:** Any employee who is required to work during vacation period shall be paid for all hours worked at the rate of 1 1/2 times their regular rate of pay for the entire period of the originally scheduled vacation; provided, however, such vacation had been previously approved in advance in accordance with the provisions of Section 2A. hereof the employee's vacation with pay shall be rescheduled to a future period. If an employee is offered and accepts voluntary work during their scheduled vacation, the work shall not be subject to the foregoing provisions.

SECTION 3. TERMINATION OR DEATH:

Upon termination or death of a regular, full-time employee who has completed at least 6 months of employment, compensation for all accumulated vacation shall be paid to the employee or his/her heirs.

SECTION 4. MAXIMUM ACCRUAL:

Employees shall not be allowed to maintain an accrued vacation balance of more than 256 hours.

Specifically, once an employee has accumulated 256 hours, no additional vacation time shall be credited to the employee's account until he or she has taken a minimum of 20 hours of vacation. However, if the employee has not been able to take vacation due to operational conditions, the County may provide the employee with a written waiver to the above restriction for the period of time, normally not to exceed one month, while such conditions remain in effect.

ARTICLE 12: LEAVES WITHOUT PAY

SECTION 1. FAMILY MEDICAL LEAVE:

The parties recognize that state and federal law provides for paid and/or non-paid leaves to care for children and other family members. Any disputes regarding the benefits provided under those laws may be pursued through Steps 1 through 3 of the grievance procedures, Article 5 hereof, but shall not be pursued to Step 4, arbitration, or otherwise serve as the basis of a claim of a violation of this Agreement.

SECTION 2. UNION BUSINESS:

Employees elected to any Union office by the Union to do work which takes them from their employment with the County shall, at the written request of the Union, be granted a leave of absence of up to 90 days.

SECTION 3. OTHER LEAVES:

Leaves of absence for reasons other than the above may be allowed.

SECTION 4. LEAVE CONDITIONS:

While on leave of two weeks or more, an employee shall maintain previously accumulated leave time, but shall not continue to accrue seniority. The employee shall not receive County paid benefits but may, subject to such restrictions as the carrier may impose, continue to receive medical insurance coverage on a self-pay basis.

ARTICLE 13: LEAVES WITH PAY

SECTION 1. JURY DUTY:

Regular, full-time employees shall be granted leave with full pay, computed on the basis of 8 or 10 hours, as applicable, at the employee's regular, straight-time hourly rate, any time they are required to report for jury duty or jury service.

An eligible employee shall endorse any jury fee (excluding mileage and meal allowances) to the County as a condition to the receipt of jury pay. If an employee is excused or dismissed from jury duty or service prior to noon, he/she shall promptly report for work. Any employee required to appear in court in connection with or arising from his/her duties with the County shall also be subject to the above provision, except that any employee appearing on behalf of an action against the County or on behalf of the Union shall receive such time off but shall not be compensated therefore.

SECTION 2. MILITARY LEAVE:

Regular employees who enter the Armed Forces of the United States or who report for active or training duty with the National Guard or any reserve component of the Armed Forces shall be entitled reemployment, seniority, and compensation rights in accordance with the Military Selective Service Act of 1967, as amended, Section 408.290 of the Oregon Revised Statutes, or any other applicable State and federal laws.

SECTION 3. BEREAVEMENT LEAVE:

In the event of a death in the employee's immediate family, an employee may be granted leave of absence with pay and benefits not to exceed forty (40) hours. Immediate family to be defined as any relative who has for the past year resided continuously in the household of the employee and other relatives as follows:

In the event of a death in the employee's immediate family, an employee may be granted leave of absence with pay and benefits not to exceed forty (40) hours. Part-time employees shall receive pro rata Bereavement Leave based upon the relationship of the employee's regularly scheduled work week bears to forty (40) hours. The immediate family means any relative who has resided continuously in the employee's household for the past year or other relations as follows: mother, mother-in-law, father, father-in-law, brother, brother-in-law, sister, sister-in-law, son, son-in-law, daughter, daughter-in-law, husband, wife, grandparents, grandchildren, legal guardians in the care of the employee, and minors for whom the employee is the legal guardian.

ARTICLE 14: COMPENSATION

SECTION 1. WAGE SCHEDULES:

Employees shall be compensated in accordance with the wage schedule attached as an addendum to this agreement, and which is hereby incorporated into and made a part of this agreement.

Effective July 1, 2021, the salary schedule will be increased by 3%. Effective July 1, 2022, the salary schedule will be increased by 3%. Effective July 1, 2023, the salary schedule will be increased by 2.5%.

SECTION 2. PAYCHECKS:

Pay checks shall be issued every two weeks, on Thursdays. Expense reimbursement shall not be subject to withholding taxes.

SECTION 3. HAZARDOUS WORK:

No employee shall be assigned work with or in the immediate vicinity of explosives.

SECTION 4. STEP PLAN:

For the duration of this Agreement, new employees shall be hired at Step One and advanced to Step 2 on their one-year anniversary date of hire. Successive steps will be every other year thereafter.

Upon promotion, an employee will be placed upon the lowest step of the new salary range that provides at least a five percent pay increase not, however, to exceed the top step.

ARTICLE 15: OVERTIME

SECTION 1. ASSIGNMENT:

The County, whenever it is deemed to be necessary because of emergency or for purposes of efficiency, economy, or otherwise, may require employees to work overtime on any day, at any hour, and for so long a period of time as is specified.

The County shall, however, make a good-faith effort to provide 72 hours advance notice of required overtime that can reasonably be scheduled that far in advance.

SECTION 2. DEFINITION:

- A. Employees shall be compensated at the rate of time-and-one-half (1 1/2) for work under the following conditions, but in no event shall such compensation be received twice for the same hours.
 1. All work performed in excess of 8 hours in any work day. However, if the County should adopt a 4/10 schedule for certain of its employees, overtime shall then apply to all work in excess of 10 hours in one day.
 2. All work performed in excess of 40 hours in any workweek.
 3. All work performed on the sixth or seventh day of work in a regular work week or when a 4/10 work week is in effect, all work performed on the fifth, sixth or seventh day in a regular work week.
 4. All work performed during hours not scheduled at least 72 hours in advance, except as provided in Article 8, Section 2.
 5. The County will continue to assist in notification of employee spouses when overtime not scheduled in advance is worked.
 6. For purposes of computing hours worked over 40 in a work week, hours which are compensated but not worked during the first 5 days of an employee's work week because of vacation, sick leave, or holiday observance shall

be considered as hours worked.

- B. Callout, to be defined as overtime work performed during hours not immediately after regularly scheduled working hours, shall be two hours or the actual number of hours worked, whichever is greater, at the overtime rate. All early, pre-shift callout that is consecutive to the shift starting time will be paid at the Overtime rate with no 2-hour minimum.
- C. Overtime shall be paid either in the form of compensation or compensatory time off. The employee will choose the form of compensation (overtime or compensatory time). Accrued compensatory time shall be limited to a maximum of 80 hours. Compensatory time off shall be scheduled at the request of the employee so long as it is not inconsistent with the needs of the Department as determined by the supervisor.

Upon promotion, compensatory time shall be converted from the hourly rate at which they were earned to a new hourly balance based on the new hourly rate. New compensatory time accrual will continue at the new pay rate.

SECTION 3. DISTRIBUTION OF OVERTIME:

Overtime shall be offered on the basis of seniority within classification and consistent with the usual assignments of employees. Usual assignments are defined as previous work days of crew being assigned to perform tasks or projects. If no one has been assigned or the assigned employee is unable to work overtime management will offer that work by seniority of classification. If no one is available within the classification, overtime will be offered based on county wide seniority, provided the employee is qualified.

ARTICLE 16: SENIORITY

SECTION 1. DEFINITION:

Seniority shall be defined as total length of unbroken service with the County.

SECTION 2. LOSS OF SENIORITY:

All seniority shall be lost for any of the following reasons:

- A. If the employee quits.
- B. If the employee is discharged.
- C. If the employee retires.
- D. If the employee is laid off for a period in excess of 18 months.
- E. Securing other employment during a leave of absence, unless agreed to in advance by the Supervisor.

SECTION 3. SENIORITY LISTS:

Once each year, the County shall post on the work-area bulletin board a seniority list.

SECTION 4. FILLING OF JOB OPENINGS:

Whenever there is a job opening for other than an entry level position, notice of job announcements and job descriptions of such opening will be posted on the County website for a period of one week prior to filling the position to provide employees the opportunity to submit written application for that job. Recognizing the impact that promotional opportunities have upon employee morale, the County shall promote from within the ranks of current employees as follows:

When in the supervisor's judgment relative qualifications, aptitude and ability to perform the work are equal between two or more applicants for the posted opening, the applicant with the most County service shall be offered the position.

All applicants will be notified in writing of the results of the application process.

SECTION 5. TRAINING:

When providing educational or training opportunities within a classification, employees who are equally qualified within classification and consistent with the usual assignments of employees in the judgment of the supervisor shall be granted preference for such opportunities according to their respective seniority within their job classification.

ARTICLE 17: LAYOFF AND RECALL

SECTION 1. LAYOFF:

In the event of a layoff of employees, selection of employees to be retained in those classifications affected by the layoff will be in accordance with the employees' seniority, so long as the senior employees possess qualifications, aptitude, and ability to perform the available work.

Employees shall receive at least two weeks' notice in writing in advance of layoff. Laid off employees shall be offered any available part time or temporary work in any classification for which they are qualified, and can bump temporary employees for work which the employee is qualified to perform. However, refusal to accept part time, temporary or work below classification shall not constitute refusal to accept recall from layoff

SECTION 2. BUMPING:

Only in the event of a layoff shall employees have bumping rights. An employee displaced from his/her job by reason of a layoff shall be entitled to bump or displace an employee in an equal or lower job classification, provided the displacing employee has greater seniority and possesses qualifications, aptitude, and ability to perform the work equal to the employee he/she displaces.

In the event the Union considers the supervisor's above determination as to relative qualifications, aptitudes, and abilities to have been arbitrary or in bad faith, it may submit that question as a grievance for handling in accordance with the grievance procedure, commencing at Step 2 thereof.

SECTION 3. RECALL:

Employees shall be recalled from layoff in accordance with the same standards as were employed in making

the original layoff determination. Such recall shall be in the inverse order of layoff

No new employee shall be hired in a classification within the department affected by the layoff until all employees in the classification in the department are recalled.

Layoff status shall terminate 18 months after the employee's layoff

Notice of recall shall be sent by certified mail, return receipt requested, and marked "Deliver to Addressee Only," to the employee's last-known address on file with the County. If the recall notice is returned to the County without having been delivered, the County shall be under no further obligation to recall that employee. The County shall not require an employee to return from layoff less than 14 days from the date that the recall notice was sent.

Failure to notify the County of availability to return to work within 2 working days after receipt of a notice of recall from a layoff, or failure to report for work upon the date specified in the recall notice shall result in forfeiture of seniority and recall rights.

While on layoff failure to register in person or by mail with the supervisor or designee upon change of address, telephone number, and at least once every six months during the period of layoff signifying his/her availability for recall shall result in forfeiture of seniority and recall rights.

ARTICLE 18: INSURANCE AND RETIREMENT

SECTION 1. RETIREMENT:

The County agrees to maintain its existing retirement plan, subject to the terms and conditions thereof as it applies to regular, full time, employees in the bargaining unit.

All eligible County employees hired on or after July 1, 2020 will be offered the Defined Contribution Retirement Plan. The plan is funded through Employee and County contributions at the rate of: Employee to contribute 6% and the County to contribute 9% for a total of 15%. All newly hired employees will become eligible on the first day of the month following 6 months from the date of hire. When the sum of the months of employment equal 60 months, the employee will be 100% vested.

The County will retain the existing Defined Benefit Retirement Plan for all current employees who were hired before July 1, 2020.

SECTION 2. HEALTH INSURANCE:

The County agrees to pay 92.5% of the premium cost of the medical and dental insurance plans specified below or such other coverage as may be mutually agreed for all employees and enrolled dependents:

City County Insurance Services, Copay Plan F RX7 Medical Preferred Provider (PPP), \$500 deductible, with Alternative Care Rider and Plan II Dental and VSP Vision, if available.

In the event that the plan(s) offered by the Employer exceed the Excise Tax threshold, the County and the Union agree to re-open Article 18 Section 2 Health Insurance and bargain this change.

If the above referenced insurance plan is not available, the County shall immediately confer with the Union for the purpose of securing a replacement plan. The parties recognize that the County cannot guarantee any specific medical plan or benefit level. However, the County guarantees that it will maintain at a minimum, its current level of monthly dollar contribution toward insurance premiums. In addition, the County will maintain the 92.5% premium cost share, during the contract.

SECTION 3. AIR MEDICAL TRANSPORT INSURANCE:

The County will purchase a standard annual family membership to an air medical transport insurance plan for each employee in the bargaining unit. The County's commitment is limited to the cost of the premium. Any costs not covered by the insurance are the responsibility of the employee.

SECTION 4. LIFE INSURANCE:

The County agrees to continue to provide the existing or an equivalent in the aggregate life insurance plan for each employee.

SECTION 5. LONG TERM DISABILITY:

The County agrees to continue to provide the existing or an equivalent in the aggregate long-term disability insurance plan.

SECTION 6. SECTION 125 PAYROLL DEDUCTION:

As allowed by the Internal Revenue Service Code, the County will continue to provide a Section 125 deduction program whereby employees shall have the opportunity to pay for their portion of the above specified insurance programs with untaxed earnings.

SECTION 7. PLAN CHANGES:

Whenever the County seeks to make a change in the plans as specified above, they will seek input from the bargaining unit.

To this end, the Union will appoint a member representative to the Morrow County Employee Insurance Benefit Committee.

ARTICLE 19: GENERAL PROVISIONS

SECTION 1. PERSONNEL FILES:

An employee shall be provided a copy of any document that is to be placed in his/her personnel file and shall have the right to review the contents of, and to obtain a copy of, items that are in the file. Employees will be required to sign any adverse material placed in their personnel file.

The employee also shall have the right to attach a rebuttal or other comment to a document contained in the personnel file, or to request the removal from the file of a document that the employee believes is no longer

relevant or appropriate for inclusion in the file. Such document shall only be removed from the personnel file if the County agrees that the document in question is inaccurate or is no longer relevant or appropriate for inclusion in the file. The decision of the Public Works Director regarding the removal of material may be appealed by the employee to the Board of Commissioners.

SECTION 2. SUBSTANCE ABUSE:

In the event that any substantive changes in the existing Substance Abuse policy are required or otherwise initiated by management, the parties will meet to negotiate revisions to the policy.

SECTION 3. PROTECTIVE CLOTHING AND EQUIPMENT:

The County will provide Four (4) pairs of coveralls for mechanics and protective gloves as appropriate for the duties involved for all employees.

The County will reimburse each employee up to \$200.00 per year for approved work boots and any other safety gear approved by the Public Works Director.

Mechanics who wear eyeglasses will be provided prescription safety glasses.

The County will provide 4 (four) t-shirts per employee per year. The t-shirts will comply with The American National Standard for High-Visibility Safety Apparel and Headwear, (ANSI/ISEA 107-2010). However, to assure their safety, employees are required to wear reflective safety vests, provided by the County, when the t-shirts are not visible, such as when the employee is wearing a sweatshirt or cold weather coat.

Employees will be expected to use all safety equipment furnished to them by the County and follow all appropriate safety practices in order to insure employee safety.

SECTION 4. CLEANUP:

When employees are involved in unusually dirty work, they will be allowed cleanup time as is necessary, but in any case, not to exceed 15 minutes on County time.

SECTION 5. SAFETY:

Employees will not be disciplined for refusing to work under conditions in which a bona fide, unsafe working condition exists. Employees shall report such conditions immediately upon discovery to their supervisor, safety committee, or HR Director and the County will take appropriate action, if any.

SECTION 6. COMMERCIAL DRIVING LICENSE CDL:

The County shall pay all costs associated with obtaining and renewing any required commercial driving license, except that all costs associated with any retesting as a result of the employee's having failed to pass a prior test shall be paid by the employee.

ARTICLE 20: SAVINGS CLAUSE

Should any article, section, or portion thereof of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, or any administrative agency having jurisdiction over the subject matter, such decision shall apply only to the specific article, section, or portion thereof directly specified in the decision. Upon the issuance of any such decision, the parties agree immediately to negotiate a substitute for the invalidated article, section, or portion thereof. All other portions of this Agreement, and the Agreement as a whole, shall continue without interruption for the term thereof.

ARTICLE 21: EFFECTIVE DATES

Except where otherwise specifically stated, this Agreement shall become effective on the date of signing, or July 1, 2021 whichever date is later, and shall remain in full force and effect through June 30, 2024. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing not later than sixty (60) days prior to the expiration of subsequent anniversary date that it wishes to modify this Agreement for any reason.

EXECUTION OF AGREEMENT

This agreement is executed this _____ day of _____ 2021, by and between Morrow County and AFSCME Local 2479, Sub Local 002.

SIGNATURES

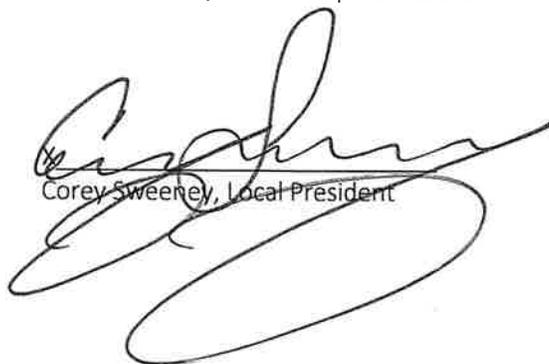
MORROW COUNTY

AFSCME

X _____
Don Russell, Commissioner

X 
Darren Holden, Council Representative

X _____
Jim Doherty, Commissioner


Corey Sweeney, Local President

X _____
Melissa Lindsay, Commissioner

APPENDIX A: SALARY SCALES

		COLA 3.000%					
ROAD SCALE							
2021 - 2022		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
	3,475	Hire	1 Year	3 Years	5 Years	7 Years	9 Years
		1	2	3	4	5	6
Light Equipment		3,475	3,648	3,831	4,022	4,224	4,435
Maintenance Specialist		3,680	3,864	4,057	4,260	4,473	4,697
Mechanic		4,047	4,250	4,462	4,685	4,920	5,166
Sr. Mechanic		4,174	4,383	4,602	4,832	5,074	5,327
Sr. Maintenance Specialist		4,088	4,292	4,507	4,732	4,969	5,217
Work. Foreman		4,441	4,663	4,897	5,141	5,398	5,668
Weed Manager		4,446	4,669	4,902	5,147	5,405	5,675

					COLA 2.500%			
ROAD SCALE								
2023- 2024								
			Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
			Hire	1 Year	3 Years	5 Years	7 Years	9 Years
			1	2	3	4	5	6
	Light Equipment		3,668	3,852	4,044	4,247	4,459	4,682
	Maintenance Specialist		3,885	4,079	4,283	4,498	4,722	4,959
	Mechanic		4,273	4,487	4,711	4,946	5,194	5,454
	Sr. Mechanic		4,407	4,627	4,858	5,101	5,356	5,624
	Sr. Maintenance Specialist		4,316	4,532	4,758	4,996	5,246	5,508
	Work. Foreman		4,689	4,923	5,170	5,428	5,699	5,984
	Weed Manager		4,694	4,929	5,175	5,434	5,706	5,991



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

(For BOC Use)
Item #
5f

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

Presenter at BOC: Tamra Mabbott
Department: Planning
Short Title of Agenda Item:
(No acronyms please)

Phone Number (Ext):
Requested Agenda Date: September 1, 2021

Letter from Board of Commissioner to Oregon Department of Energy regarding
Request for Amendment 1 from Boardman Solar.

This Item Involves: (Check all that apply for this meeting.)
Order or Resolution
Ordinance/Public Hearing:
1st Reading 2nd Reading
Public Comment Anticipated:
Estimated Time:
Document Recording Required
Contract/Agreement
Appointments
Update on Project/Committee
Consent Agenda Eligible
Discussion & Action
Estimated Time: 10 minutes
Purchase Pre-Authorization
Other Accept (and modify) and approve letter

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

Reviewed By:

Tamra Mabbott August 27, 2021 Department Director

Required for all BOC meetings

[Signature] Administrator

Required for all BOC meetings

County Counsel

*Required for all legal documents

Finance Office

*Required for all contracts; other items as appropriate.

Human Resources

*If appropriate

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

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

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

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

Oregon Department of Energy has issued a Draft Proposed Order (DPO) for Boardman Solar and has requested comment from Morrow County. The DPO recommends approval to extend the construction commencement and completion dates for the project.

Letter from Board of Commissioners, also acting as the Special Advisory Group, is attached.

2. FISCAL IMPACT:

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

Informational only.

Attach additional background documentation as needed.



Board of Commissioners

P.O. Box 788 • Heppner, OR 97836
541-676-5613
www.co.morrow.or.us

Commissioner Don Russell, Chair
Commissioner Jim Doherty
Commissioner Melissa Lindsay

September 1, 2021

Chase McVeigh-Walker, Senior Siting Analyst
Oregon Department of Energy
550 Capitol Street N.E., 1st Floor
Salem, OR 97301

RE: Boardman Solar Energy Facility, Request for Amendment 1 (RFA1)

Dear Mr. McVeigh-Walker,

Morrow County appreciates the opportunity to comment on the Boardman Solar Energy Facility Request for Amendment 1 (RFA1). It is our understanding that RFA1 seeks only to extend the permit timeline and construction period, and that no other changes are proposed for the approximately 798-acre project.

The Department issued its Draft Proposed Order recommending approval of the amendment. The Energy Facility Siting Council is accepting comments until September 6, 2021.

Morrow County, acting as both the Board of Commissioners and the Special Advisory Group, does not object to the proposed extension. The change, if approved, would make the new construction commencement deadline February 23, 2024 and the new construction completion deadline February 23, 2027.

The Planning Department authorized an extension of the Conditional Use Permit (CUP-N-33-2018). That extension expires November 21, 2021. If approved by EFSC, the amended Site Certificate will likewise require an amended Conditional Use Permit. A Zoning Permit will also be required for each individual tax lot within the project boundary.

Additionally, we request the facility owners and developers coordinate in advance of the construction to secure a Road Use Agreement from Matt Scrivner, Morrow County Public Works Director.

As always, Morrow County appreciates the opportunity to coordinate with you and other Department staff. Should you have any questions about this comment letter, or need additional

information, please do not hesitate to contact Tamra Mabbott, Planning Director, 541-922-4624.

Sincerely,

Don Russell
Chair

Jim Doherty
Commissioner

Melissa Lindsay
Commissioner

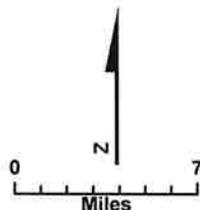
Cc: Gilliam County Court
Michelle Colby, Gilliam County Planning Director
Port of Morrow
Mike McArthur, Director, Community Renewable Energy Association (CREA)
Matt Scrivner, Morrow County Public Works Director
Mike Gorman, Morrow County Assessor
Tamra Mabbott, Morrow County Planning Director



LEGEND

-  Facility Site Boundary
-  City
-  Major Highway
-  Highway
-  Major Road
-  Local Road
-  Creek
-  Water
-  County Boundary
-  State Boundary

Service Layer Credits: Sources: Esri, HERE, DeLorme, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), swisstopo, MapmyIndia, © OpenStreetMap contributors, and the GIS User Community
 Sources: Esri, USGS, NOAA
 Content may not reflect National Geographic's current map policy. Sources: National Geographic, Esri, DeLorme, HERE, UNEP-WCMC, USGS, NASA, ESA, METI, NRCAN, GEBCO, NOAA, increment P Corp.



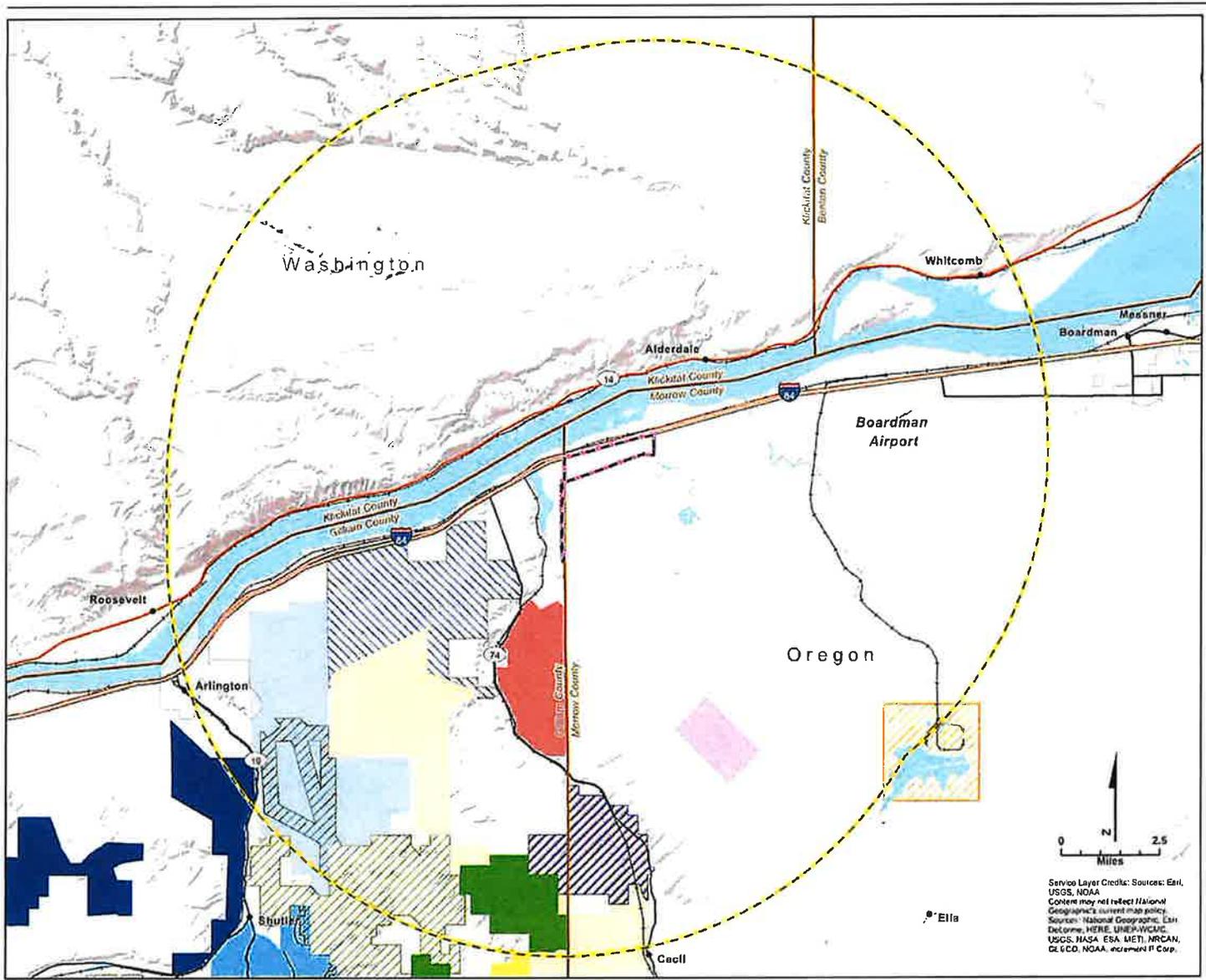
VICINITY MAP



**FIGURE B-1
Vicinity Map**

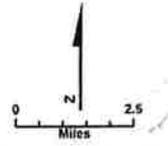
Boardman Solar Energy Facility
 Application for Site Certificate
 Morrow and Gilliam Counties, Oregon





- LEGEND**
- Facility Site Boundary
 - 10 miles from Facility Site Boundary
 - Water
 - City Limit
 - State Boundary
 - County Boundary
 - Boardman Coal Plant and Cofly Generating Station
- Wind Energy Generation Facilities**
- Permitted**
- Horn Butte
 - Montague
 - Saddle Butte
 - Threemile Canyon
- Permitted and Operational**
- Learning Juniper IIA
 - Learning Juniper IIB
 - Pebble Springs
 - Shephards Flat (Central)
 - Shephards Flat (North)
 - Shephards Flat (South)
 - Willow Creek

Note:
The site boundaries shown are based on the best publicly available maps and data.



Service Layer Credits: Sources: Esri, USGS, NOAA
Content may not reflect National Geographic's current map policy.
Sources: National Geographic, Esri, DeLorme, HERE, UNEP-WFP, USGS, NASA, ESA, METI, NRCAN, GEBCO, NOAA, increment P Corp.

FIGURE C-3
Other Permitted Energy Generation Facilities
Boardman Solar Energy Facility
Application for Site Certificate
Morrow and Gilliam Counties, Oregon

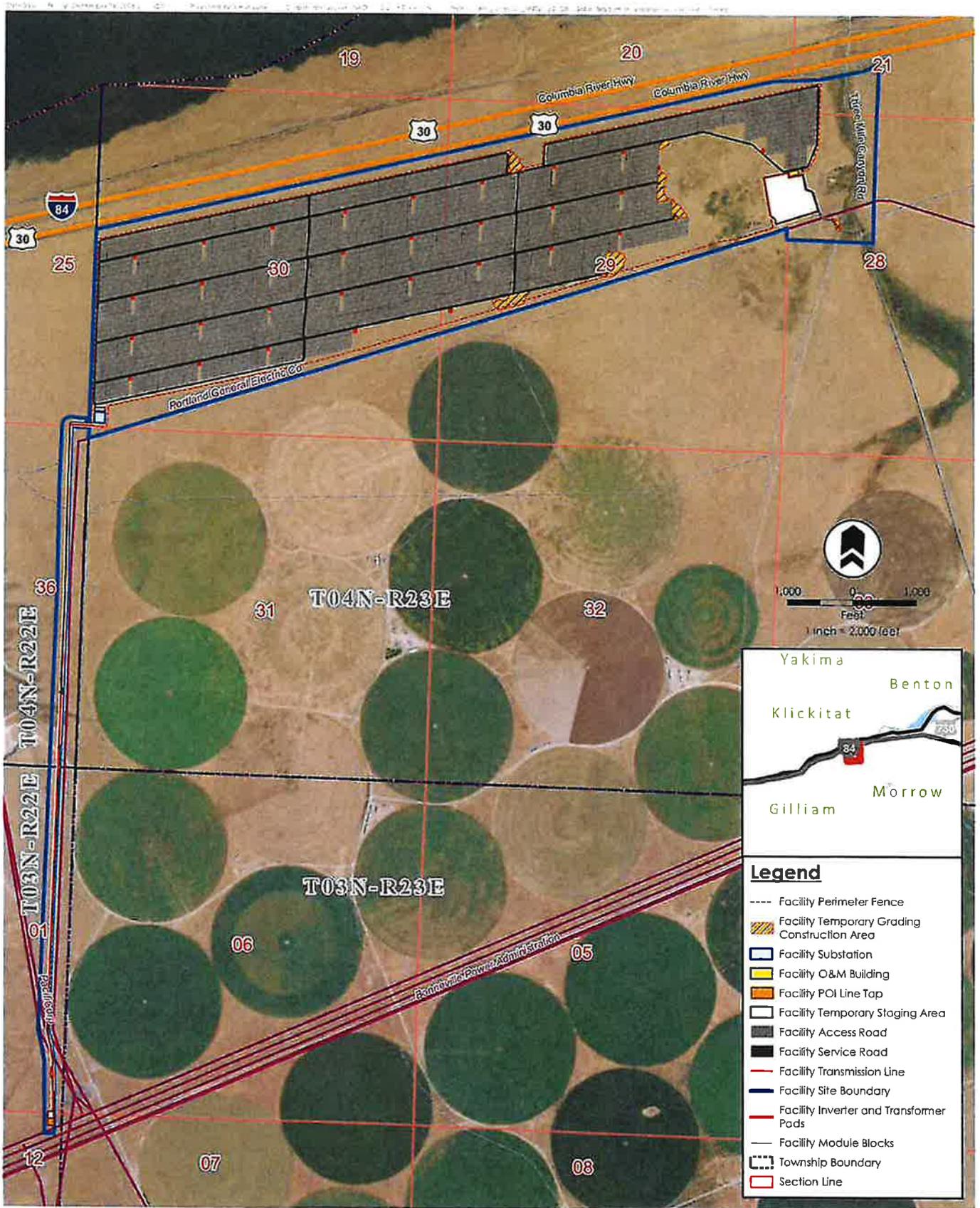


Figure C-1. Facility Layout

Boardman Solar Energy Facility, Morrow and Gilliam Counties, Oregon December 19, 2016

Rev. 00



PUBLIC NOTICE



Boardman Solar Energy Facility

Request for Comments on the Complete Request for Amendment 1 and Draft Proposed Order

Summary:

Date Notice and Draft Proposed Order Issued: August 12, 2021

Site Certificate Amendment Request: Extend the construction commencement and completion deadlines by three years each.

Facility Location: Morrow and Gilliam counties

Comment Deadline: September 6, 2021 (5:00 PST)

Review Process: Type B .

Description of Facility: The Boardman Solar Energy Facility is an approved but not yet constructed 75 megawatt (MW) solar photovoltaic (PV) facility located within a site boundary of approximately 798 acres. Construction had to begin by February 23, 2021 and be completed by February 23, 2024, unless extension of the deadlines is approved by Council through review of this amendment request. The site certificate holder is Boardman Solar Energy LLC (certificate holder), a subsidiary of Invenergy LLC

Description of Amendment Request: A complete request for amendment has been received and has been reviewed by the Oregon Department of Energy (ODOE). Request for Amendment 1 (RFA1) seeks Energy Facility Siting Council (EFSC or Council) approval for a three year extension to both the construction commencement and completion deadlines. This change would make the new construction commencement deadline February 23, 2024, and the new construction completion deadline February 23, 2027.

Facility Location: The solar energy generation components of the Boardman Solar Energy Facility are approved to be located in Morrow County, whereas the 115-kilovolt (kV) transmission line that will connect the energy facility to the grid will be located within Gilliam County. The approved facility site is located between the cities of Arlington and Boardman, and is south of U.S. Highway 84. A map of the facility site boundary is included in this notice.

For a detailed map, please see the Revised Project Overview figure provided in the Revised Property Owner Map and Information available at <https://www.oregon.gov/energy/facilities-safety/facilities/Pages/BSE.aspx> or visit our online mapping tool at <https://tinyurl.com/EFSCmap>.

Draft Proposed Order: Under Oregon law, the applicant must obtain approval of RFA1 and be granted an amended site certificate from EFSC in order to construct and operate the facility. ODOE issued a DPO on RFA1 on August 12, 2021. The DPO recommends EFSC approve the RFA1 and issue an amended site certificate, subject to recommended conditions of approval.

Comment Period:

Written comments on RFA1 and the Draft Proposed Order must be received by the ODOE **by 5 p.m. PST on September 6, 2021**, and must be submitted in writing by mail, email, , hand-delivered or faxed per below:

Chase McVeigh-Walker, Senior Siting Analyst
Oregon Department of Energy
550 Capitol Street NE, 1st Floor
Salem, OR 97301
Email: chase.mcveigh-walker@energy.oregon.gov
Phone: 503-934-1582

To raise an issue on the record of the Draft Proposed Order on RFA1, a person must raise the issue in a written comment submitted after the date of the notice of the draft proposed order and written comment deadline, and received by ODOE before the comment deadline.

The Energy Facility Siting Council (EFSC) will not accept or consider public comments on the RFA1 or on the Draft Proposed Order after the written comment deadline that closes the record on the Draft Proposed Order.

Please note: All comments submitted to ODOE may be disclosed to the public, subject to Oregon Public Records Laws (ORS Chapter 192). Public comments

may be available on the ODOE webpage for the Boardman Solar Energy Facility as an attachment to the Proposed Order.

Comment submission does not register your contact information to receive future notices. If you would like to receive notices for this facility or any other EFSC facility, and have not already done so, please follow the information in this notice to subscribe to the ClickDimensions email notification list.

EFSC Review Process:

The amendment request is being processed as a "Type B" amendment, per OAR 345-027-0368 and -0372. After ODOE has considered all comments received before the comment deadline for the Draft Proposed Order, as described in this notice, ODOE will issue a Proposed Order (staff's next recommendation to EFSC). The Proposed Order shall recommend approval, modification, or denial of the first amended site certificate. ODOE will issue, concurrently, a notice of the Proposed Order and the Proposed Order.

EFSC, may adopt, modify or reject the proposed order based on the considerations described in OAR 345-027-0375. In a written final order, EFSC shall either grant or deny issuance of an amended site certificate.

Judicial review of the Council's final order either granting or denying an amended site certificate shall be as provided in ORS 469.403.

For more information relating to EFSC standards, please visit:

<http://www.oregon.gov/energy/facilities-safety/facilities/Pages/Siting-Standards.aspx>

Receipt of this Notice:

Please note that you may be receiving this notice for multiple reasons:

1. You own property within or adjacent to (within 500 feet) the property on which the project is located. You will automatically receive all future notices on this facility.
2. You have requested to receive paper notices on the Boardman Solar Energy Facility. If you wish to be removed from this mailing list, please contact Chase McVeigh-Walker.

3. You have previously signed up via GovDelivery/ClickDimensions or by contacting ODOE to receive notices related to the Boardman Solar Energy Facility or all EFSC project-related notices. You will automatically receive all future notices per your request, unless you unsubscribe via ClickDimensions or by contacting ODOE.

More Information: Please contact Chase McVeigh-Walker, Senior Siting Analyst, at the phone, email address or mailing address listed in this notice.

Chase McVeigh-Walker, Senior Siting Analyst
Oregon Department of Energy
550 Capitol Street NE, 1st Floor
Salem, OR 97301
Email: chase.mcveigh-walker@energy.oregon.gov
Phone: 503-934-1582

More information about the facility and updates on the review process is available using any of the following options.

1) Oregon Department of Energy's webpage:

More details on the Boardman Solar Energy Facility including the certificate holder's Type B Review Amendment Determination Request (ADR) and pRFA1 are available online at:

<https://www.oregon.gov/energy/facilities-safety/facilities/Pages/BSE.aspx>

Additional resources to help you participate in the state siting process can be found at:

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

- 2) **Updates by email/mail:** Subscribe to ClickDimensions, a self-managed, automated email system that sends notices and updates related to the Boardman Solar Energy Facility as well as any or all other energy facilities and events under EFSC jurisdiction. For more information, please visit: <https://tinyurl.com/ODOE-EFSC>.

To receive notices by U.S. Mail, please contact Chase McVeigh-Walker.

3) In hardcopy: Hard copies of the Type B Review ADR and pRFA1 are available for public inspection at:

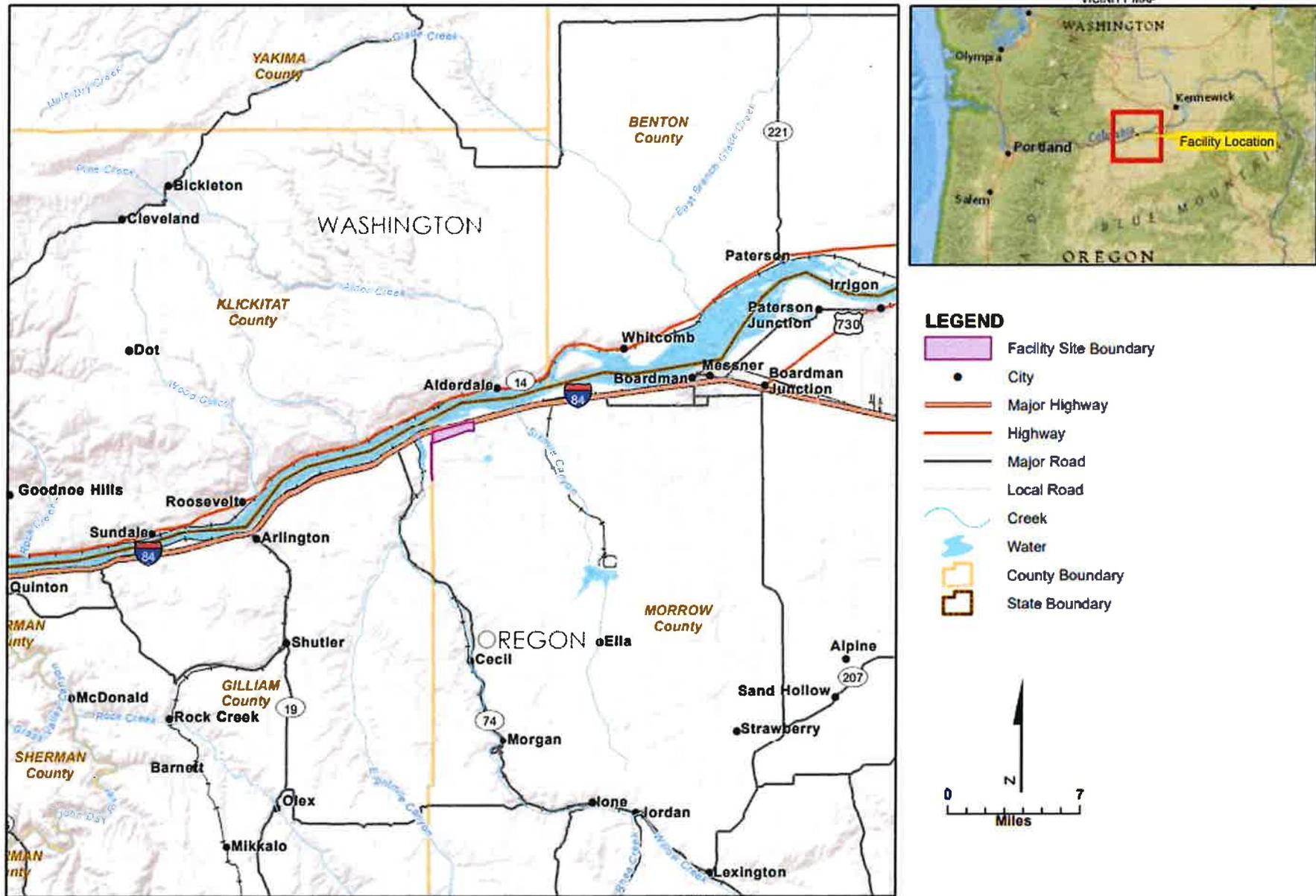
Oregon Department of Energy
550 Capitol Street NE
Salem, OR 97301

Please contact Chase McVeigh-Walker if you wish to arrange a time to review hard copies. Hard copies will be provided at reasonable cost upon request to the Department.

Accessibility information:

The Oregon Department of Energy is committed to accommodating people with disabilities. If you require any special physical or language accommodations, or need information in an alternate format, please contact Dawnita Bruce at 503-428-7905, toll-free in Oregon at 800-221-8035, or email to Dawnita.M.Bruce@energy.oregon.gov.

Figure 1: Boardman Solar Energy Facility – Facility Location and Site Boundary





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Administration

P.O. Box 788 • Heppner OR 97836
(541) 676-2529 Fax (541) 676-5619

Darrell Green
County Administrator
dgreen@co.morrow.or.us

TO: Board of Commissioners
FROM: Darrell Green, County Administrator
DATE: August 30, 2021
RE: Administrator Monthly Report for August 2021

Below are the highlights for the month of August.

1. North County Government Building update:

We have been working on interior and exterior signage, gas line for a future generator, choosing accent wall colors, cabinetry colors, relocating a pin oak tree, printers, lock box and letter drop box, audio visual set up and Polycom set up. The contractors are installing windows, doors and door frames, drywall and painting, exterior siding, ceiling grids, trenching for utilities and starting to work on flooring.

2. After scoring the RFQ proposals and conducting interviews with several architectural firms, we selected DLR Group to do the Courthouse Feasibility Study. We are currently working on the contract with them. Expected Kick Off meeting is September 14, 2021. The expected completion dates is November 30, 2021.
3. At our Leadership TEAM meeting on August 5, we finalized our plans for the County Picnic. Unfortunately, we canceled the picnic due to the rise in COVID cases, to keep our employees safe and healthy.
4. Our AmeriCorps Member, Aaron Moss started on August 9, 2021. He has been meeting with local leaders who are on the Broadband Task Force, along with Ryan DeGroff and Daniel Holbrook with Business Oregon, Representative Cliff Bentz, Senator Merkley and Wyden's staff and Representative Smith, with plans to meet with Senator Hansell. Aaron has a few more people he would like to meet before convening his first broadband meeting.
5. Other projects or activities;
 - a) Sheriff Station 2- completed!
 - b) AFSCME negotiations finalized.
 - c) Tourism RFQ

Sincerely,

A handwritten signature in blue ink, appearing to read "Darrell J Green".

Darrell J Green



Morrow County Sheriff's Office - Monthly Stats 2021

Incident	July	August	Sept	October	Nov	Dec
Alarms	13	17				
Animal Complaint	26	26				
Agency Assist	10	14				
Assaults	5	2				
Burglary	3	3				
CHL	25	19				
Citizen Assist	10	13				
Civil Service	66	73				
County Code Calls	4	4				
Heppner area	0	0				
Irrigon area	3	4				
Bdmn area	1	0				
Ione/Lex area	0	0				
Death Investigation	1	1				
Disturbance	20	12				
Dog	46	35				
Driving Complaints	74	73				
Drunk/Impaired Driver	2	2				
EMS	7	18				
Hit & Run	4	2				
Juvenile Complaints	10	10				
Motor Vehicle Crashes	8	10				
RV Code	1	0				
Suicidal	4	1				
Suspicious Activity	33	32				
Theft	16	6				
Trespass	9	7				
Traffic Stops - Cite	59	55				
Total Traffic Stops	168	216				
UUMV-Stolen vehicle	0	2				
Welfare Check	10	17				
Totals	634	670				
Other Misc. Incidents	678	569				
Total # of Incidents	1312	1239				
Felony Arrests	18	12				
Total # of Arrests	40	32				



Morrow County Sheriff's Office - Monthly Stats 2021

Incident	Jan	Feb	Mar	April	May	June
Alarms	4	9	5	6	13	12
Animal Complaint	23	13	15	28	35	32
Agency Assist	34	13	12	14	18	19
Assaults	2	1	4	5	1	2
Burglary	5	5	1	1	2	3
CHL	32	10	56	46	40	29
Citizen Assist	23	17	15	17	21	12
Civil Service	38	71	58	51	34	50
County Code Calls	17	19	19	13	8	10
Heppner area	0	2	2	1	0	0
Irrigon area	9	9	10	2	7	8
Bdmn area	8	8	7	10	1	1
lone/Lex area	0	0	0	0	0	0
Death Investigation	0	3	0	0	1	1
Disturbance	6	12	17	14	20	15
Dog	51	53	52	41	43	51
Driving Complaints	64	57	81	69	75	58
Drunk/Impaired Driver	1	4	3	3	1	2
EMS	8	16	12	12	11	12
Hit & Run	5	1	1	1	1	5
Juvenile Complaints	23	22	9	16	15	12
Motor Vehicle Crashes	7	9	4	3	7	9
RV Code	0	0	0	0	0	0
Suicidal	1	3	2	6	3	1
Suspicious Activity	36	22	40	26	21	35
Theft	6	6	21	7	9	13
Trespass	5	4	8	11	11	13
Traffic Stops - Cite	36	44	32	34	61	33
Total Traffic Stops	146	176	109	102	174	131
UUMV-Stolen vehicle	4	1	3	5	2	3
Welfare Check	12	6	17	20	12	12
Totals	589	597	596	551	640	575
Other Misc. Incidents	586	568	606	657	727	687
Total # of Incidents	1175	1165	1202	1208	1367	1262
Felony Arrests	16	13	14	15	16	15
Total # of Arrests	43	27	36	31	32	29