

# MORROW COUNTY BOARD OF COMMISSIONERS MEETING AGENDA

Wednesday, August 10, 2022 at 9:00 a.m.

Bartholomew Building Upper Conference Room

110 N. Court St., Heppner, Oregon

See Zoom Meeting Info on Page 2

**AMENDED**

1. **Call to Order and Pledge of Allegiance - 9:00 a.m.**
2. **City/Citizen Comments:** Individuals may address the Board on issues not on the agenda
3. **Open Agenda:** The Board may introduce subjects not already on the agenda
4. **Consent Calendar**
  - a. Approve Accounts Payable and Payroll Payables
  - b. Minutes: August 3<sup>rd</sup>
  - c. Resolution No. R-2022-13: Approving Psilocybin Ban Ballot Title and Language (SEL 801)
  - d. Resolution No. R-2022-14: Discontinuing Voluntary Additional Distribution of Property Taxes to Two County School Funds and Fair
- ~~5. **Public Hearing:** Subdivision Ordinance Update and Article 9 Update (Tamra Mabbott, Planning Director)~~
- ~~6. **Public Hearing:** Update to the Morrow County/Port of Morrow/City of Boardman Interchange Area Management Plan (Tamra Mabbott)~~
7. **Business Items**
  - a. Oregon Health Authority Intergovernmental Agreement #169202 for the Financing of Community Developmental Disabilities Program Services (Kevin Ince, Finance Director)
  - b. Oregon Department of Transportation Agreement #35339 – 5339 Discretionary Bus and Bus Facilities Grant (Katie Imes, Transit Manager)
  - c. ODOT Agreement #35365 – 5339 Discretionary Vehicle Replacement Grant (Katie Imes)
  - d. Grant Writing Services Review Panel Recommendation (Katie Imes)
  - e. Direction Regarding County Accountant
  - f. **Second Review of Permit Application #OSX to Work in County Right-of-Way (Eric Imes, Public Works Director)**
8. **Department Reports**
  - a. Treasurer’s Monthly Report (Jaylene Papineau)
  - b. Planning Department Monthly Report (Tamra Mabbott)
9. **Commissioner Liaison Reports**
10. **Correspondence**
11. **Commissioner Reports**
12. **Executive Session:** Pursuant to ORS 192.660(2)(g) – To consider preliminary negotiations involving matters of trade or commerce in which the governing body is in competition with governing bodies in other states or nations
13. **Executive Session:** Pursuant to ORS 192.660(2)(f) – To consider information or records that are exempt by law from public inspection
14. **Signing of Documents**
15. **Adjournment**

Agendas are available every Friday on our website ([www.co.morrow.or.us/boc](http://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 Chair Jim Doherty at (541) 571-0584.

### **Zoom Meeting Information**

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

**PASSWORD: 97836**

Meeting ID: 541-676-2546

#### **Zoom Call-In Numbers for Audio Only:**

- 1-346-248-7799, Meeting ID: 541 676 2546#
- 1-669-900-6833, Meeting ID: 541 676 2546#
- 1-312-626-6799, Meeting ID: 541-676-2546#
- 1-929-436-2866, Meeting ID: 541-676-2546#
- 1-253-215-8782, Meeting ID: 541-676-2546#
- 1-301-715-8592, Meeting ID: 541-676-2546#

**Morrow County Board of Commissioners Meeting Minutes**  
**August 3, 2022**  
**Bartholomew Building Upper Conference Room**  
**Heppner, OR 97836**

**Present In-Person**

Chair Jim Doherty  
Commissioner Don Russell  
Karen Wolff, Board of Commissioner Staff  
Justin Nelson, County Counsel

**Present by Zoom**

Commissioner Melissa Lindsay

**Call to Order, Pledge of Allegiance & Roll Call: 9:00 a.m.**

Justin Nelson, District Attorney and County Counsel introduced Zach Williams, Deputy District Attorney and County Counsel.

**City and Citizen Comments:**

Mike Gorman, Assessor

Mr. Gorman said he has received a lot of calls regarding letters that were sent out by the Department of Forestry to landowners. The letters are stating a wildfire risk level. From research that Mr. Gorman has done, it has something to do with potential legislation and rule changing. The implications of the letter are scary to him. According to the Department of Forestry map, everything east of the Cascades is almost all high fire danger. West of the Cascades is not. Building codes may be impacted. He thinks this is a collaboration between the Department of Forestry, State Fire Marshal and Building Codes Department. This could impact development, especially in rural areas.

Mr. Gorman encouraged the Commissioners to read the letter and maybe contact AOC (Association of Oregon Counties). Commissioners agreed.

Commissioner Lindsay said the letters went to landowners going north past North Lex elevator. This is the result of a defensible space bill that was passed last year. She said they received 40 of the letters. This has nothing to do with forests. We need to get AOC involved.

Bobbi Childers, County Clerk added by Zoom that they received over 50 of the letters for property in three different counties.

Chief Mike Hughes, Boardman Fire and Rescue District

Chief Hughes read a prepared statement. It is paraphrased as follows:

Chief Hughes asked to be on the agenda today to present an enhanced ASA Plan and was denied. A letter from the Morrow County Health District regarding the ASA was included, which he believes shows bias against the Fire District and the community of Boardman.

Chief Hughes said County Counsel is aware the ASA plan recently approved by OHA has not been adopted by the Commissioners. He also stated that Boardman Fire and Rescue District was not invited to be a part of developing the most recent plan.

Chief Hughes is asking for a modern, up to date ASA plan.

Chief Hughes stated the interest of Boardman Fire is patient care. We like to provide secondary transport service when the primary ambulance in Boardman is busy or unavailable.

Nichole Mahoney, COO Morrow County Health District

Ms. Mahoney asked what is Court's intention in regard to the letter listed as correspondence?

Mr. Nelson said that as correspondence it is simply listed. An agenda topic was not requested. There may be comments, but there will not be a back and forth discussion. That can be scheduled as a Business Item.

Commissioner Russell added that Correspondence does not make it an Agenda Item.

Ms. Mahoney asked for clarification of next steps. Chair Doherty said he does not want to get too far into it at this time. He can not say what the County will do. Commissioners will review it and may review with Counsel and then decide next steps.

Mr. Nelson asked for comments from Zoom. None.

**Open Agenda:**

Commissioner Russell explained he has a grant application from FAA that is time sensitive. For a number of reasons the application has been delayed. Chair Doherty and Commissioner Lindsay agreed to add as a Business Item.

Commissioner Lindsay has nothing to add.

Chair Doherty has nothing to add.

**Consent Calendar:**

Commissioner Russell asked to pull the Executive Session Minutes of July 27, 2022 for review.

Commissioner Lindsay asked to move the APs for review.

**Balance of Consent Calendar:**

- ~~a. Approve Accounts Payable and Payroll Payables~~
- b. Minutes: July 27, 2022 Board of Commissioners Meeting
- ~~c. Minutes: July 27, 2022 Executive Session~~
- d. Minutes: July 27, 2022 Board of Commissioners Work Session



- e. Wood Hill Homes Replat
- f. Fifth Amendment to Oregon Health Authority 2021-2023 IGA for the Financing of Public Health Services
- g. Discontinue additional distribution of Morrow County property taxes to the two County School Funds and Fair

*Commissioner Lindsay moved to approve the balance of the Consent Calendar. Commissioner Russell seconded. Unanimous approval.*

**Business Items:**

Executive Session Minutes.

Commissioner Russell requested to add "Commissioner Lindsay suggested Commissioner Russell recuse himself for conflict of interest."

*Commissioner Russell moved to approve the Executive Session Minutes of July 27, 2022 with the addition. Commissioner Lindsay seconded.*

Chair Doherty explained that the Zoom link was not working so the Executive Session was suspended.

*Unanimous approval.*

APs

Commissioner Lindsay questioned in regard to the final payment to Kate Knop, has all of the Morrow County things, such as laptop, been returned. Commissioner Russell said he called Kate. She says she has not been contacted about returning items. Commissioner Russell believes she will return the computer. Commissioner Lindsay said that last week the Commissioners voted to not approve the payment. Chair Doherty asked Lindsay Grogan, Human Resources Director (Joining by Zoom) if she had emailed Kate and if so, could she please share those emails. Ms. Grogan said yes.

Commissioner Lindsay said she does not want to move forward.

Chair Doherty asked Ms. Grogan to forward the emails.

*Commissioner Lindsay moved to approve the APs with removal of one payment to Kate Knop for further discussion. Commissioner Russell seconded. Unanimous approval.*

FAA Grant

Mr. Nelson explained reason for short notice. This is not a new document to Morrow County. We signed similar agreements in the past. The person at the FAA was out of the office for a bit and then Morrow County staff were out of the office and now we are near the deadline. The request to the Board is to give authorization for Eric Imes, Public Works Director to sign the document on behalf of Morrow County.

Sandi Pointer, Management Assistant explained some background on the grant. \$166,000 is in the budget as revenue. Rehab and construct Taxiway D. This is in the approved budget.

*Commissioner Russell moved to approve the FAA Airport Improvement Program (AIP) Grant Agreement for \$166,000 for taxiway improvements and authorize Eric Imes, Public Works Director to sign the document. Commissioner Lindsay seconded. Unanimous.*

### **Department Report**

#### Sheriff's Office Monthly Report

The Commissioner reviewed the report. No one from the Sheriff's Office was present. The Commissioners had no questions.

#### Assessor Department

Mike Gorman, Assessor

Mr. Gorman advised the Commissioners that they applied for a grant for soils mapping, and received the grant. Chair Doherty asked about the tool for field work that was discussed previously. Mr. Gorman said it has been ordered. No questions from Commissioner Russell or Commissioner Lindsay.

### **Commissioner Liaison Reports**

Chair Doherty said he has met with his departments. Some will be very short staffed in August.

Commissioner Lindsay said she had nothing today.

Commissioner Russell said we need to swear in Kevin Ince, Finance Director. There is also a bonding requirement for the Treasurer, the Clerk, and the Finance Director. He will work with Bobbi Childers, County Clerk on this.

### **Correspondence**

Commissioner Lindsay updated on working with Umatilla County Commissioner Dorran and Senator Merkley to obtain federal funds for the nitrate/water issue. The real question is in regard to testing. (Nitrate) Jim added that there will be an ask for \$4M. Expect the state to be a part of it, as well as the Feds. Commissioner Russell said "Good job Commissioner. Thanks for your efforts."

Chair Doherty added that information went out to all employees regarding picking up water sample bottles for testing for nitrates.

Chair Doherty mentioned letter from Morrow County Health District that was in the packet.

### **Commissioner Reports**

#### Commissioner Russell

Commissioner Russell said he followed up with State Ethics regarding whether he should be recused from the Executive Session. Monica at the State Ethics Board said only he could decide if he should recuse. She also said she is glad we did not hold the Executive Session because it would be illegal. She said that if the company has not applied yet, can't talk about it in Executive Session. Discussion ensued. The name and phone number of Monica at State Ethics will be referred to Mr. Nelson who will contact her for clarification and information. Morrow County has always been very careful about Executive Session.

Chair Doherty asked Commissioner Russell if there is something more formal filed with the County by this company, would he recuse himself? Commissioner Russell said yes, depending on the situation. Discussion ensued. There were no improprieties because the Executive Session was suspended.

Chair Doherty asked Commissioner Lindsay to get something from the company so we have something more formal and will put Commissioner Russell more at ease. Commissioner Lindsay stated she will not continue to be put under pressure by Commissioner Russell.

Commissioner Russell reached out to Kate Knop and told her we need the computer back. Told her we will hold back payment until the computer is returned. She was surprised and said no one contacted her.

Commissioner Russell followed up on the decommissioning of the fuel tanks at the former gas station in Lone. The tanks were removed in early 2000s. No reported leak at that time. As far as the State is concerned, the site is closed. No contamination reported when the tanks were removed. Can add that property to the tax foreclosed properties that we put up for sale.

#### Commissioner Lindsay

Commissioner Lindsay publicly denounced and expressed severe formal disapproval in regard to the letter that is in the packet today signed by Commissioner Russell.

Commissioner Russell asked if he could respond. Chair Doherty said that Commissioner Lindsay responded to Commissioner Russell's report on the ethics question, so Commissioner Russell will be allowed to respond.

Commissioner Russell said ASA agreement signed in April 2021. Listen to recording. The corrections that came back from OHA went to Morrow County Health District. Lots of redlines. We would not have approved any other district to approve the updates without bringing them to us. Much discussion ensued.

Chair Doherty said we need to move forward. Commissioner Russell said this dispute between Boardman Fire and the Health District has got to end. We are putting people's lives at risk. Discussion ensued.

Chair Doherty asked County Counsel for clarification. Either the most recent plan is in place, or we revert back to the previous plan. Mr. Nelson said he will have look into this further. Back in February he looked into it in regard to dispatching. He will look into the ASA. Dispatching still an open discussion, so he does not want to say much.

Break in recording.

New recorder turned on.

Chair Doherty stated that Commissioner Lindsay had to step away from the Zoom and is not present for further discussion.

Chair Doherty will share the email that he sent to Chief Hughes declining to add the ASA to the agenda. He did run Chief Hughes' agenda request and the Health District letter by Counsel before making decisions.

Chair Doherty said it is absolutely disgust the notion that he would show bias against his home town.

Adjourn 10:01 a.m.



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: Jusitn Nelson
Department: County Counsel
Short Title of Agenda Item:
(No acronyms please)

Date submitted to reviewers: 8/5/2022
Requested Agenda Date: 8/10/2022

Resolution No. R-2022-13: Approving Psilocybin Ban Ballot Title and Language (SEL 801)

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
Liaison Commissioner 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

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

The Morrow County Board of Commissioners unanimously approved Ordinance No. ORD-2022-2 on July 13, 2022. The Ordinance is required to be referred to the electors of Morrow County for approval at the next statewide general election on November 8, 2022. This resolution merely approves the language of the proposed ballot item.

## 2. FISCAL IMPACT:

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

Motion to Approve Resolution R-2022-\_\_

Attach additional background documentation as needed.

**BEFORE THE BOARD OF COMMISSIONERS  
FOR MORROW COUNTY, OREGON**

A Resolution Approving Ballot Title,	)	
Question and Summary of Psilocybin Ban	)	Resolution No. R-2022-13
As Ordered in Ordinance No. ORD-2022-2	)	

**WHEREAS**, the Morrow County Board of Commissioners unanimously approved Ordinance No. ORD-2022-2 on July 13, 2022 (Attachment A); and

**WHEREAS**, Ordinance No. ORD-2022-2 was required to be referred to the electors of Morrow County for approval at the next statewide general election on November 8, 2022; and

**WHEREAS**, the Morrow County Board of Commissioners have reviewed the proposed County Notice of Measure Election (Attachment B).

**NOW, THEREFORE, BE IT RESOLVED:**

1. The County Notice of Measure Election (Attachment B) is approved as the Ballot Title, Question, Summary, and Explanatory Statement that shall be submitted to the Morrow County Clerk and referred to the electors of Morrow County at the next statewide general election on November 8, 2022.
2. County Counsel Justin Nelson is authorized to sign Attachment B on behalf of Board of Commissioners and submit it to the Morrow County Clerk.

Adopted this 10<sup>th</sup> day of August 2022

**MORROW COUNTY  
BOARD OF COMMISSIONERS**

\_\_\_\_\_  
Jim Doherty, Chair

\_\_\_\_\_  
Melissa Lindsay, Commissioner

\_\_\_\_\_  
Don Russell, Commissioner

**BEFORE THE BOARD OF COMMISSIONERS  
FOR MORROW COUNTY, OREGON**

IN THE MATTER OF REFERRING BAN ON )  
PSILOCYBIN SERVICE CENTERS AND THEN )      ORDINANCE NO. ORD-2022-2  
MANUFACTURE OF PSILOCYBIN PRODUCTS )  
TO AN ELECTION )

**WHEREAS**, in November 2020, Oregon voters approved Ballot Measure 109, known as the Oregon Psilocybin Service Act (codified at ORS 475A), which allows for the manufacture, delivery and administration of psilocybin at licensed facilities;

**WHEREAS**, the vote in Morrow County on Ballot Measure 109 was 1,689 (34%) in favor and 3,263 (66%) in opposition

**WHEREAS**, ORS 475A.235 provides that the Oregon Health Authority will regulate the manufacturing, transportation, delivery, sale and purchase of psilocybin products and the provision of psilocybin services in the state;

**WHEREAS**, the Oregon Health Authority has initiated a rulemaking process to implement the state's psilocybin regulatory program and intends to begin accepting applications for psilocybin-related licenses on January 2, 2023;

**WHEREAS**, as of this date, the Oregon Health Authority has not completed the rulemaking process for implementing the state's psilocybin regulatory program, and Morrow County is uncertain how the manufacture, delivery and administration of psilocybin at licensed psilocybin facilities will operate within the County;

**WHEREAS**, ORS 475A.718 provides that a governing body of a county or city council may adopt an ordinance to be referred to the electors of the city or county prohibiting the establishment of state licensed psilocybin product manufacturers and/or psilocybin service centers in the area subject to the jurisdiction of the city or in the unincorporated area subject to the jurisdiction of the county;

**WHEREAS**, based on the previous vote on Ballot Measure 109, the Morrow County Board of Commissioner seeks to refer to the voters of Morrow County the question of whether to establish a ban on state-licensed psilocybin product manufacturers and psilocybin service centers within the unincorporated areas of Morrow County.



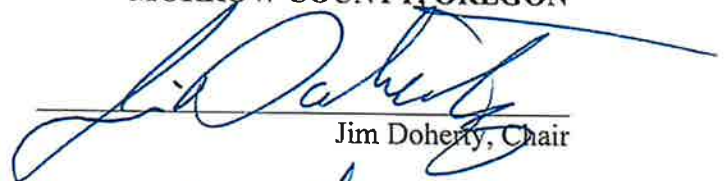
**NOW, THEREFORE, THE MORROW COUNTY BOARD OF COMMISSIONERS  
ORDAINS AS FOLLOWS:**

1. The establishment of psilocybin product manufacturers licensed under ORS 275A.290 and psilocybin service centers licensed under ORS 475A.305 is prohibited in the unincorporated areas of Morrow County.
2. This ordinance is referred to the electors of Morrow County for approval at the next statewide general election on November 8, 2022.
3. This ordinance takes effect and becomes operative 30 days after the day on which it is approved by a majority of voters.

FURTHER by unanimous vote of those present, the Board of Commissioners deems this Ordinance necessary for the immediate preservation of public peace, health, and safety; therefore, it is adjudged and decreed that an emergency does exist in the case of this Ordinance.

**Dated this 13<sup>th</sup> Day of July, 2022**

**BOARD OF COMMISSIONERS  
MORROW COUNTY, OREGON**

  
\_\_\_\_\_  
Jim Doherty, Chair

  
\_\_\_\_\_  
Melissa Lindsay, Commissioner

  
\_\_\_\_\_  
Don Russell, Commissioner

**Notice of Measure Election**  
**County**

**Attachment B - 1**

**SEL 801**

rev 01/18: ORS 250.035, 250.041,  
250.175, 254.103, 254.465

<b>Notice</b>		
<b>Date of Notice</b>	<b>Name of County or Counties</b> Morrow County	<b>Date of Election</b> November 8, 2022
<b>Final Ballot Title</b> The following is the final ballot title of the measure to be submitted to the county's voters. The ballot title notice has been published and the ballot title challenge process has been completed.		
<b>Caption</b> 10 words which reasonably identifies the subject of the measure.		
Prohibits psilocybin-related businesses within unincorporated areas of Morrow County.		
<b>Question</b> 20 words which plainly phrases the chief purpose of the measure.		
Shall Morrow County prohibit psilocybin-related businesses and manufacturing in unincorporated areas of Morrow County?		
<b>Summary</b> 175 words which concisely and impartially summarizes the measure and its major effect.		
State law allows operation manufacturer, distribution and possession of psilocybin and psilocin. State law provides that a county may adopt an ordinance to be referred to the voters to prohibit the establishment of any of those registered or licensed activities.  Approval of this measure would prohibit the establishment of psilocybin project manufacturers and psilocybin service center operators within the unincorporated area subject to the jurisdiction of Morrow County.		
<b>Explanatory Statement</b> 500 words that impartially explains the measure and its effect.		
If the county is producing a voters' pamphlet an explanatory statement must be drafted and attached to this form for: → any measure referred by the county governing body; <b>or</b> → any initiative or referendum, if required by local ordinance.		
		<b>Explanatory Statement Attached?</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<b>Authorized County Official</b> Not required to be notarized.		
<b>Name</b> Justin Nelson	<b>Title</b> County Counsel	
<b>Mailing Address</b> P.O. Box 664, Heppner, OR 97836	<b>Contact Phone</b> (541) 676-5626	
<i>By signing this document:</i> → I hereby state that I am authorized by the county to submit this Notice of Measure Election; <b>and</b> → I certify that notice of receipt of ballot title has been published and the ballot title challenge process for this measure completed.		

**Signature**

**Date Signed**

## Attachment B - 2

### EXPLANATORY STATEMENT

Approval of this measure would prohibit the establishment and operation of psilocybin-related businesses within unincorporated areas of Morrow County.

A county may adopt an ordinance prohibiting the establishment of psilocybin related businesses within the county, but the Board of Commissioners must refer the ordinance to the voters at a statewide general election. The Morrow County Board of Commissioners has adopted an ordinance prohibiting the establishment of psilocybin-related businesses within the unincorporated areas of Morrow County, as a result, has referred this measure to the voters.

If approved, this measure would prohibit psilocybin-related businesses within the unincorporated areas of Morrow County.



AGENDA ITEM COVER SHEET
Morrow County Board of Commissioners
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(For BOC Use)
Item #
4d

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

Presenter at BOC: Jaylene Papineau
Department: Morrow County Treasurer
Short Title of Agenda Item:

Date submitted to reviewers: 8/8/2022
Requested Agenda Date: 8/10/2022

(No acronyms please)

Resolution R-2022-14: Resolution to Discontinue Voluntary Additional Distribution

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
Liaison Commissioner 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.

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# AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

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

Resolution affirming the August 3, 2022 vote of the Morrow County Board of Commissioners to discontinue the voluntary additional distribution of specific Morrow County taxes to the following accounts: 211- Morrow County-County School Fund, 212- Ione-County School Fund, 214-Fair

## **2. FISCAL IMPACT:**

Morrow County would not distribute, of it's own portion of property tax money, approximately

\$28,500 (211-Morrow County-County School Fund)

\$3,200 (212-Ione-County School Fund)

\$73,674 (214-Fair)

Approximate Total Retained \$105,374

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

Motion to approve resolution R-2022-14.

Attach additional background documentation as needed.

**BEFORE THE BOARD OF COMMISSIONERS  
FOR MORROW COUNTY, OREGON**

A Resolution to Discontinue Voluntary        )  
Additional Distribution of Property Tax        )        Resolution No. R-2022-14  
Funds as Ordered on August 3, 2022         )

**WHEREAS**, the Morrow County Board of Commissioners voted on August 3, 2022 to discontinue the automatic distribution of specific funds to the “Morrow County-County School Fund,” “Ione-County School Fund,” and “Fair” that came out of the Morrow County’s portion of property tax funds collected; and

**WHEREAS**, the Morrow County Treasurer informed the Board of Commissioners on August 3, 2022 that through her research she was unable to locate statutory authority that required the automatic distribution of additional funds out of the County’s portion of property tax funds collected; and

**WHEREAS**, The Morrow County School District and Ione School District continue to receive federal, state, and taxing district funding; and

**WHEREAS**, The Morrow County School District and Ione School District can make specific request to the Morrow County Board of Commissioners for funding out of the County general fund; and

**WHEREAS**, The Morrow County Fair receives funding out of the Morrow County general fund as allocated through the approved budget of the Morrow County Fair.

**NOW, THEREFORE, BE IT RESOLVED:**

1. The automatic distribution of funds received to Morrow County as a taxing district and allocated to the following accounts shall be discontinued, effective immediately:
  - a. 211: Morrow County – County School Fund
  - b. 212: Ione – County School Fund
  - c. 214: Fair

Adopted this 10<sup>th</sup> day of August 2022

**MORROW COUNTY BOARD OF COMMISSIONERS**

\_\_\_\_\_  
Jim Doherty, Chair

\_\_\_\_\_  
Melissa Lindsay, Commissioner

\_\_\_\_\_  
Don Russell, Commissioner



**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: Jaylene Papineau  
 Department: Morrow County Treasurer  
 Short Title of Agenda Item:

Date submitted to reviewers: 8/1/2022  
 Requested Agenda Date: 8/3/2022

(No acronyms please)

Discontinue additional distribution of Morrow County property taxes to the two County School Funds and Fair

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

- |   |   |
|---|---|
| <input checked="" 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 checked="" type="checkbox"/> Discussion & Action |
| Estimated Time:   | Estimated Time: 8/3/22                                  |
| <input type="checkbox"/> Document Recording Required                      | <input type="checkbox"/> Purchase Pre-Authorization     |
| <input type="checkbox"/> Contract/Agreement                               | <input type="checkbox"/> 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		
_____	Liaison Commissioner	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		
_____	Human Resources	*If appropriate
DATE		

\*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)**

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

Commissioner Lindsay asked about Tax Distribution to the County School Funds (211, 212) and the Fair (214). At the time, my understanding was that it is ORS. I can't find any ORS that pertains. I have contacted: Jefferson County, Umatilla County, Gilliam County, Jackson County, Lane County, Clackamas County and Former Treasurer of Marion County-Laurie Steele

I have also contacted: Danette with DOR Property Tax Division, Gayle Gutierrez and Marilyn Childers (former Treasurers), Greg Sweek (former Assessor), Mike Gorman (current Assessor) and Lisanne Currin (former Finance Director).

Not only is no other County doing this distribution but the consensus is that Morrow County has been doing this for a very long time, decades.

I have researched ORS: 530-State Forests, 565-Fair, 311-Property Tax, 327-State Financing of Education and 328-Local Financing of Education

I have also researched: SRS-Secure Rural Schools Act and Senate Bill 372-created Ione School District

In a Work Session on July 27, 2022 I provided: 2021-2022 Tax Distribution, Additional Distribution Spreadsheet for 211,212 & 214 and 2021-2022 approved Budget sheets to show "Taxes Necessary to Balance" for the Commissioners and public to review.

This could be from an old ORS that is no longer applicable or it could be from a Morrow County Resolution, but it has been going on for so long, finding that information has proven impossible.

My belief is this was a decision by a previous Board of Commissioners/County Court.

**2. FISCAL IMPACT:**

Morrow County would not distribute, of it's own portion of property tax money, approximately  
\$28,500 (211-Morrow County-County School Fund)  
\$3,200 (212-Ione-County School Fund)  
\$73,674 (214-Fair)  
Approximate Total Retained \$105,374

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

Motion #1: Discontinue additional distribution of Morrow County's property taxes to the Morrow County-County School Fund, Ione-County School Fund and Fair through the Morrow County Treasurer effective immediately.

Motion #2: Adopt a resolution in support of above motion at the August 10th, 2022 Board of Commissioners meeting.

Attach additional background documentation as needed.



21-22 PROPERTY TAX ALLOCATION - MORROW COUNTY

FUND	TAX LEVIED	%	% OF TOTAL COUNTY
GENERAL	\$ 11,067,640.00	0.99065755	0.2697478436
SCHOOL FUND	\$ 28,500.00	0.00255102	0.0006946209
IONE SCHOOL	\$ 3,200.00	0.00028643	0.0000779925
FAIR	\$ 72,674.00	0.00650500	0.0017712588
TOTALS	\$ 11,172,014.00	1.00000000	0.2722917158
			0.2722917158



APPROVED BUDGET

AS OF: APRIL 30TH, 2021

101-GENERAL FUND

NON-DEPARTMENTAL

(----- 2020-2021 -----) (----- 2021-2022 -----)

	2018-2019	2019-2020	CURRENT	Y-T-D	REQUESTED	APPROVED
	ACTUAL	ACTUAL	BUDGET	ACTUAL	BUDGET	BUDGET
<b>REVENUES</b>						
<b>TAX REVENUE</b>						
101-100-3-10-0104 PREVIOUSLY LEVIED TAXE	189,935	128,020	95,000	88,576	95,000	95,000
101-100-3-10-1001 EASTERN OR SEVERANCE T	0	0	0	0	0	0
101-100-3-10-9003 TAXES NECESSARY TO BAL	8,643,172	9,552,422	10,405,044	10,218,818	11,067,640	11,067,640
101-100-3-10-9003 TAXES COLLECTED IN YR	0	0	0	0	0	0
<b>TOTAL TAX REVENUE</b>	<b>8,833,107</b>	<b>9,680,442</b>	<b>10,500,044</b>	<b>10,307,394</b>	<b>11,162,640</b>	<b>11,162,640</b>
<b>GRANT REVENUE</b>						
101-100-3-30-3331 TAYLOR GRAZING	53	51	50	51	50	50
101-100-3-30-3614 FISH AND WILDLIFE	0	907	500	0	500	500
<b>TOTAL GRANT REVENUE</b>	<b>53</b>	<b>958</b>	<b>550</b>	<b>51</b>	<b>550</b>	<b>550</b>
<b>CHARGES FOR SERVICES</b>						
101-100-3-40-4440 SHEPHERDS FLAT FEES	0	0	0	0	0	0
<b>TOTAL CHARGES FOR SERVICES</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>SALES OF ASSETS</b>						
101-100-3-64-6911 SALE OF COUNTY LAND	13,979	0	0	0	0	0
<b>TOTAL SALES OF ASSETS</b>	<b>13,979</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>INVESTMENT EARNINGS</b>						
101-100-3-65-0105 INVESTMENT EARNINGS	150,232	140,235	100,000	58,385	100,000	100,000
<b>TOTAL INVESTMENT EARNINGS</b>	<b>150,232</b>	<b>140,235</b>	<b>100,000</b>	<b>58,385</b>	<b>100,000</b>	<b>100,000</b>
<b>TRANSFER FROM OTHER FUND</b>						
101-100-3-90-3822 TRANS. FROM FINLEY BUT	0	210,000	210,000	210,000	0	0
101-100-3-90-3823 TRNSFR FOR INDIRECT CO	0	0	0	0	0	0
101-100-3-90-3827 TRANS FROM WC WIND	30,100	22,000	33,167	33,167	46,885	0
101-100-3-90-3828 TRANS FROM ECHO WIND	20,050	30,437	35,210	35,210	39,785	0
101-100-3-90-3829 TRANS FROM AIRPORT REP	0	0	0	0	0	0
101-100-3-90-3830 TRANS. FROM SHEP. FLAT	0	0	200,000	200,000	0	0
<b>TOTAL TRANSFER FROM OTHER FUND</b>	<b>50,150</b>	<b>262,437</b>	<b>478,377</b>	<b>478,377</b>	<b>86,670</b>	<b>0</b>
<b>TOTAL REVENUES</b>	<b>9,047,521</b>	<b>10,084,071</b>	<b>11,078,971</b>	<b>10,844,206</b>	<b>11,349,860</b>	<b>11,263,190</b>
<b>REVENUE OVER/(UNDER) EXPENDITURES</b>	<b>9,047,521</b>	<b>10,084,071</b>	<b>11,078,971</b>	<b>10,844,206</b>	<b>11,349,860</b>	<b>11,263,190</b>

APPROVED BUDGET  
AS OF: APRIL 30TH, 2021

211-COUNTY SCHOOL FUND  
COUNTY SCHOOL FUND

(----- 2020-2021 -----) (----- 2021-2022 -----)

	2018-2019	2019-2020	CURRENT	Y-T-D	REQUESTED	APPROVED
	ACTUAL	ACTUAL	BUDGET	ACTUAL	BUDGET	BUDGET
<b>REVENUES</b>						
<b>TAX REVENUE</b>						
211-270-3-10-0104 PREVIOUSLY LEVIED TAXE	581	392	200	271	200	200
211-270-3-10-1001 EASTERN OR SEVERANCE T	0	0	0	0	0	0
211-270-3-10-9002 TAXES NECESSARY TO BAL	26,454	29,223	28,500	27,982	28,500	28,500
211-270-3-10-9003 TAXES COLLECTED IN YR	0	0	0	0	0	0
TOTAL TAX REVENUE	27,036	29,615	28,700	28,253	28,700	28,700
<b>GRANT REVENUE</b>						
211-270-3-30-3231 FEDERAL FOREST FEES 25	40,745	44,937	9,000	28,594	9,000	9,000
211-270-3-30-3241 FEDERAL FLOOD CONTROL	0	283	0	0	0	0
211-270-3-30-3582 COMMON SCHOOL FUND	0	0	0	0	0	0
211-270-3-30-3612 UTILITIES IN LIEU OF T	170,698	159,148	160,000	180,708	160,000	160,000
211-270-3-30-3614 RAILROAD IN LIEU OF	3,196	2,974	3,000	0	3,000	3,000
211-270-3-30-3615 FISH & WILDLIFE	0	0	0	0	0	0
TOTAL GRANT REVENUE	214,638	207,342	172,000	209,301	172,000	172,000
<b>SALES OF ASSETS</b>						
211-270-3-64-6911 SALE OF COUNTY LAND	43	0	0	0	0	0
TOTAL SALES OF ASSETS	43	0	0	0	0	0
<b>INVESTMENT EARNINGS</b>						
211-270-3-65-0105 INVESTMENT EARNINGS	373	403	300	158	300	300
TOTAL INVESTMENT EARNINGS	373	403	300	158	300	300
<b>TOTAL REVENUES</b>						
	242,090	237,359	201,000	237,712	201,000	201,000
<b>EXPENDITURES</b>						
<b>MATERIALS &amp; SERVICES</b>						
211-270-5-20-4500 TAX TURNOVER	0	0	0	0	0	0
211-270-5-20-4501 STATE SPECIAL EDUCATIO	0	0	0	0	0	0
TOTAL MATERIALS & SERVICES	0	0	0	0	0	0
<b>OTHER REQUIREMENTS</b>						
211-270-5-50-5131 TAX TURNOVER	242,232	237,001	201,060	209,336	201,350	201,350
TOTAL OTHER REQUIREMENTS	242,232	237,001	201,060	209,336	201,350	201,350
<b>ENDING FUND BALANCE</b>						
211-270-5-90-9002 UNAPPROPRIATED ENDING	0	0	0	0	0	0
TOTAL ENDING FUND BALANCE	0	0	0	0	0	0
<b>TOTAL EXPENDITURES</b>						
	242,232	237,001	201,060	209,336	201,350	201,350
<b>REVENUE OVER/(UNDER) EXPENDITURES (</b>						
	142)	358	( 60)	28,376	( 350)	( 350)

APPROVED BUDGET  
AS OF: APRIL 30TH, 2021

212-IONE SCHOOL FUND  
IONE SCHOOL FUND

(----- 2020-2021 -----) (----- 2021-2022 -----)

	2018-2019 ACTUAL	2019-2020 ACTUAL	CURRENT BUDGET	Y-T-D ACTUAL	REQUESTED BUDGET	APPROVED BUDGET
<b>REVENUES</b>						
<b>TAX REVENUE</b>						
212-280-3-10-0104 PREVIOUSLY LEVIED TAXE	57	38	0	26	0	0
212-280-3-10-1001 EASTERN OR SEVERANCE T	0	0	0	0	0	0
212-280-3-10-9002 TAXES NECESSARY TO BAL	2,576	2,845	3,200	3,139	3,200	3,200
TOTAL TAX REVENUE	2,632	2,883	3,200	3,166	3,200	3,200
<b>GRANT REVENUE</b>						
212-280-3-30-3231 FEDERAL FOREST FEES	3,663	4,041	500	2,297	500	500
212-280-3-30-3241 FEDERAL FLOOD CONTROL	0	25	0	0	0	0
212-280-3-30-3582 COMMON SCHOOL FUND	0	0	0	0	0	0
212-280-3-30-3612 UTILITIES IN LIEU OF T	15,346	16,489	16,500	14,125	16,500	16,500
212-280-3-30-3614 RAILROAD IN LIEU OF TA	287	0	0	392	0	0
212-280-3-30-3615 FISH & WILDLIFE	0	0	0	0	0	0
TOTAL GRANT REVENUE	19,296	20,555	17,000	16,814	17,000	17,000
<b>SALES OF ASSETS</b>						
212-280-3-64-6911 SALE OF COUNTY LAND	4	0	0	0	0	0
TOTAL SALES OF ASSETS	4	0	0	0	0	0
<b>INVESTMENT EARNINGS</b>						
212-280-3-65-0105 INVESTMENT EARNINGS	34	40	30	13	30	30
TOTAL INVESTMENT EARNINGS	34	40	30	13	30	30
<b>TOTAL REVENUES</b>						
	21,966	23,479	20,230	19,992	20,230	20,230
<b>EXPENDITURES</b>						
<b>OTHER REQUIREMENTS</b>						
212-280-5-50-5131 TAX TURNOVER	21,980	23,444	20,240	17,717	20,265	20,265
TOTAL OTHER REQUIREMENTS	21,980	23,444	20,240	17,717	20,265	20,265
<b>ENDING FUND BALANCE</b>						
212-280-5-90-9002 UNAPPROPRIATED ENDING	0	0	0	0	0	0
TOTAL ENDING FUND BALANCE	0	0	0	0	0	0
<b>TOTAL EXPENDITURES</b>						
	21,980	23,444	20,240	17,717	20,265	20,265
<b>REVENUE OVER/(UNDER) EXPENDITURES (</b>						
	14)	35 (	10)	2,276 (	35) (	35)

APPROVED BUDGET

AS OF: APRIL 30TH, 2021

214-FAIR

NON-DEPARTMENTAL

(----- 2020-2021 -----) (----- 2021-2022 -----)

	2018-2019	2019-2020	CURRENT	Y-T-D	REQUESTED	APPROVED
	ACTUAL	ACTUAL	BUDGET	ACTUAL	BUDGET	BUDGET
<b>REVENUES</b>						
<b>TAX REVENUE</b>						
214-100-3-10-0104 PREVIOUSLY LEVIED TAXE	1,581	1,066	1,000	737	1,000	1,000
214-100-3-10-1001 EASTERN OR SEVERANCE T	0	0	0	0	0	0
214-100-3-10-9002 TAXES NECESSARY TO BAL	68,897	79,830	72,674	71,381	72,674	72,674
214-100-3-10-9003 TAXES COLLECTED IN YR	0	0	0	0	0	0
TOTAL TAX REVENUE	70,478	80,895	73,674	72,118	73,674	73,674
<b>GRANT REVENUE</b>						
214-100-3-30-3584 VIDEO LOTTERY	53,167	53,167	53,166	53,167	53,166	53,166
214-100-3-30-3614 FISH AND WILDLIFE	0	8	0	0	0	0
214-100-3-30-3615 FED CARES - CULT TRUST	0	0	0	0	0	0
TOTAL GRANT REVENUE	53,167	53,174	53,166	53,167	53,166	53,166
<b>CHARGES FOR SERVICES</b>						
214-100-3-40-4351 GROUNDS RENTAL-OTHER T	2,883	1,333	1,500	450	1,500	1,500
214-100-3-40-4760 RENT TABLES & CHAIRS	210	130	200	0	200	200
214-100-3-40-4763 ARENA RENTAL	0	0	0	0	0	0
214-100-3-40-4764 LIGHT REVENUE	0	0	0	0	0	0
TOTAL CHARGES FOR SERVICES	3,093	1,463	1,700	450	1,700	1,700
<b>MISCELLANEOUS REVENUE</b>						
214-100-3-60-4187 MISC REVENUE	880	785	0	751	0	0
TOTAL MISCELLANEOUS REVENUE	880	785	0	751	0	0
<b>SALES OF ASSETS</b>						
214-100-3-64-6911 SALE OF COUNTY LAND	116	0	0	0	0	0
TOTAL SALES OF ASSETS	116	0	0	0	0	0
<b>INVESTMENT EARNINGS</b>						
214-100-3-65-0105 INVESTMENT EARNINGS	4,519	4,965	2,000	1,887	2,000	2,000
TOTAL INVESTMENT EARNINGS	4,519	4,965	2,000	1,887	2,000	2,000
<b>REIMBURSEMENTS</b>						
214-100-3-80-7075 REIMBURSED ITEMS	0	0	100	0	100	100
TOTAL REIMBURSEMENTS	0	0	100	0	100	100
<b>TRANSFER FROM OTHER FUND</b>						
214-100-3-90-3821 TRANS FROM SHEPHERDS F	0	0	0	0	0	0
214-100-3-90-3822 TRANSFER FROM TIPPAGE	0	0	0	0	0	0
214-100-3-90-3823 TRANSFER FROM ASPHALT	0	0	0	0	0	0
214-100-3-90-3824 TRANSFER FROM GEN. FUN	0	0	33,165	33,165	0	0
214-100-3-90-3827 TRANS FROM VIDEO LOTTE	5,000	5,000	5,000	0	5,000	0
TOTAL TRANSFER FROM OTHER FUND	5,000	5,000	38,165	33,165	5,000	0
<b>TOTAL REVENUES</b>	<b>137,252</b>	<b>146,283</b>	<b>168,805</b>	<b>161,537</b>	<b>135,640</b>	<b>130,640</b>



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: Rick Worden/Kimberly Lindsay (CCS)

Date submitted to reviewers: August 5th, 2022

Department: Finance

Requested Agenda Date: August 10th, 2022

Short Title of Agenda Item:

(No acronyms please)

OHA Development Disabilities Services Contract #169202

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: 15 minutes
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
Liaison Commissioner 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)

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

On August 1, 2022 Morrow County was contacted by the Office of Developmental Disabilities Services (ODDS) regarding Agreement Number 16902 'State of Oregon Intergovernmental Grant Agreement for the Financing of Community Developmental Disabilities Program Services' under which Morrow County passes through funding to Community Counseling Solutions (CCS) whom we have contracted with to provide such services.

In the process of direct contracting with CCS, ODDS discovered that the CCS tax ID was being used for Morrow County's contract. ODDS provided two options to remedy the situation:

1. County Provides ODDS with tax ID number within 1 week of the letter.
2. County provides a 90 day notice to terminate contract with ODDS and CCS resulting in ODDS direct contracting with CCS to continue services in Morrow County.

On August 5th, 2022 Kevin Ince, Morrow County Finance Director met with Kimberly Lindsay and Rick Worden of CCS to discuss the background and context around this agreement. In this meeting, it was conveyed by CCS that all of the Counties served under similar agreements by CCS received the same notification; some of whom have chosen to discontinue their contracts and allow CCS to contract directly with ODDS. Additional discussion led to the conclusion that this be brought to the Board of Commissioners for discussion and a decision regarding whether to continue the current structure or allow CCS to contract directly.

Due to the short deadline for a response, Kevin Ince forwarded Morrow Counties tax ID to ODDS along with a request to allow for additional time to bring this discussion and decision before the Board of Commissioners.

## **2. FISCAL IMPACT:**

Funds are passed through to CCS directly so there is no direct net fiscal impact.

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

Depending on the outcome of the discussion and preference of the Board of Commissioners:

1. Continue Contracts with ODDS and CCS: no motion or action at this time. A future motion may be required to designate an individual to gain access to the 'eXPRS' system in order to administer the contract.

OR

2. Terminate Contracts for 'DD Services': Motion to provide 90 day notice to terminate the contract with ODDS and CCS for 'DD Services' and allow ODDS to contract directly with CCS.

Attach additional background documentation as needed.



**CONTRACT BETWEEN MORROW COUNTY  
AND  
COMMUNITY COUNSELING SOLUTIONS, INC**

**Community Developmental Disabilities Services Contract**

This Contract, made and entered into by and between **MORROW COUNTY**, a political subdivision of the State of Oregon, hereinafter referred to as "County," and **COMMUNITY COUNSELING SOLUTIONS, INC.**, a non-profit corporation, incorporated under the laws of the State of Oregon, hereinafter referred to as "Provider."

WHEREAS, County desires to provide adequate access to effective mental health, developmental disability and alcohol and drug abuse treatment services for those citizens of Morrow County in need of said services; and

WHEREAS, County is authorized, pursuant to ORS 430.620 as the Local Mental Health Authority, to provide for the range of mental health, developmental disability and alcohol and drug abuse treatment services described in ORS 430.630, and

WHEREAS, County has entered into the 2021-2023 Intergovernmental Grant Agreement for the Financing of Community Developmental Disabilities Services with State of Oregon, hereinafter referred to as "IGA #169202," acting by and through its Department of Human Services, hereinafter referred to as "DHS," to receive funding to obtain necessary services by contracting with a provider of said services; and

WHEREAS, County desires to meet these obligations through subcontract with a person or entity capable and qualified to provide the services required of County in its agreement with DHS; and

WHEREAS, Provider has demonstrated that it has the skill, expertise and qualifications to provide the services required of County in said Agreement, upon the terms and conditions set out below; and

WHEREAS, it is in the intention of the parties that Provider shall assume and perform and be responsible for all of the duties and obligations to be performed by County under this Agreement to the fullest extent possible; and

WHEREAS, Provider has available, or can cause to be made available, the facilities and staff required for the performance of said services; now, therefore,

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

**A. PROVIDER REPRESENTATIONS**

1. Proof of Certification: Provider shall submit to County all necessary licenses, certificates and letters of approval relating to Provider's qualifications to perform the services which are to be provided under the terms of this Agreement.
2. Compliance with Regulations: Provider agrees to comply with the rules and regulations of County and with the applicable provisions of the Administrative Rules and Procedures of Federal and State law relating to Provider's performance of services under this Agreement. Specifically all rules and procedures as referenced in Exhibits A – H part 2 of IGA #169202 which is attached as Exhibit A to this agreement and is incorporated herein by this reference.
3. Independent Contractor: Provider agrees that it is an independent contractor and not an agent of the State of Oregon, Department, or County.
4. Legal Compliance: Provider shall comply with all applicable federal, state, and local laws including, but not limited to, all applicable federal and state statutes, rules and regulations.
5. Hold Harmless: Provider shall defend, save, and hold harmless that State of Oregon, Department, County, and their officers, employees, and agents from and against all claims, suits, actions, losses, damages, liabilities, costs, and expenses of any nature whatsoever resulting from, arising out of or relating to the operations of Provider, including, but not limited to, the activities of Provider of its officers, employees, subcontractors or agents under this Agreement.
6. Provider Insurance Requirements: Provider shall obtain, at Provider's expense, and maintain in effect with respect to all occurrences taking place during the term of the contract, insurance requirements as specified in IGA #169202, Exhibit G Part 2 "Subcontractor Insurance Requirements" which is attached as part of Exhibit A to this agreement and is incorporated herein by this reference.
7. Certificate of Insurance: Provider shall name the State of Oregon, Department, County and their divisions, officers and employees as additional insureds on any insurance policies required herein with respect to Provider's activities performed under this Agreement. Such insurance shall be evidenced by a certificate of insurance, issued by an insurance company licensed to do business in the State of Oregon and shall contain a 30-day notice of cancellation endorsement. Provider shall forward a copy of the certificate(s) of insurance to County prior to commencement of services under this Agreement. Additionally, in the event of unilateral cancellation or restriction by Provider's insurance company of any insurance coverage required herein, Provider shall immediately notify County orally of the cancellation or restriction and shall confirm the oral notification in writing within three days of notification by the insurance company to Provider.

8. Non-discrimination: Provider shall make available such necessary developmental disability services to the citizens of County without discrimination based upon age, sex, race, color, creed, national origin, marital status or physical/mental disabilities.
9. Financial Audit: Provider shall provide County with a financial review or audit report as required by Federal and/or State reporting requirements that are specific to Morrow County services and funding provided by this agreement.

**B. PROVIDER COVENANTS**

1. Financial Assistance Contract: Provider shall comply with all applicable provisions of IGA #169202 with its attached exhibits A – H part 2, between the State of Oregon acting by and through its Department of Human Services and Morrow County. Provider shall specifically comply with the relevant portions of said Contract, which are attached to this Agreement as Exhibit A.
2. Scope of Services for Developmental Disabilities: Provider shall comply with the following provisions:
  - a. Follow all requirements for the delivery of developmental disability services as referenced in IGA #169202 with its attached exhibits A – H part 2, which are attached to this Agreement as Exhibit A.
3. Reporting: Report at least semi-annually to the Mental Health Advisory Board and regularly to the Board of Commissioners the types of service provided and the number of people who have received such services, together with such other information as is reasonably requested.

**C. COUNTY COVENANTS**

1. Payment of Funds: County shall provide payment of any funds received from DHS to Provider for services pursuant to this Agreement within ten (10) calendar days following receipt by County of such funds. Any new revenue per Intergovernmental Agreements or modifications for a new service element provided by Provider becomes a part of this Agreement.
2. Maintenance of Effort: Subject to review, and to the procedures contained herein for the refining of the arrangements hereby made for the provisions of developmental disability services to the citizens of Morrow County, and to the local budget law, County declares its intention to maintain its funding of mental health services to Provider, subject to availability of Federal, State and County funds.

3. Other Contracts: County may negotiate contracts with other agencies and organizations, including the State of Oregon, and receive and disburse all funds necessary to the operation of the community mental health program.

**D. TERMINATION**

1. Termination: All or part of this Contract may be terminated by mutual consent of both parties.
2. County Termination: County may terminate all or part of the Contract for cause as follows:
  - a. With sixty (60) days notice, if Federal or State regulations are modified or changed in such a way that services are no longer allowable for provision under this Contract.
  - b. Upon notice of denial, revocation or non-renewal of any letter of approval, license or certificate required by law or regulation to be held by Provider to provide a service specified under this Agreement.
  - c. With sixty 60 days notice if Provider fails to provide services or substantially fails to meet any performance standard as specified by County in this Agreement or subsequent modifications of this Agreement within the time specified herein.
  - d. Upon notice, if County has evidence that the Provider has endangered or is endangering the health and safety of clients, staff or the public.
  - e. Prior to termination of this Agreement, Provider shall be given a reasonable opportunity to refute the findings and/or to correct the problem within a reasonable time period.
3. Recovery of Property: In the event this Agreement is terminated, Provider shall dispose of any property formerly belonging to County in the manner provided for in the Articles of Incorporation of Provider.

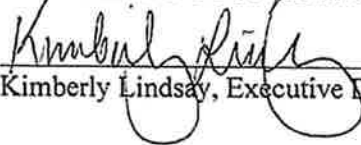
**E. GENERAL PROVISIONS**

1. Effective Date: This Contract is effective July 1, 2021. This Contract shall expire on June 30, 2023. While the signing of this contract may occur after July 1, 2021, the effective date as agreed by all parties shall be July 1, 2021.
2. Assignment: No portion of this Agreement shall be assigned by Provider.

3. Settlement of Disputes: Differences between Provider and County, or between providers, will be resolved when possible at appropriate management levels, followed by consultation between boards, if necessary.
4. Attorneys' Fees: In the event an action, suit or proceeding, including appeal therefrom, is brought for failure to observe any of the terms of this Agreement, each party shall be responsible for its own attorney fees, expenses costs and disbursements for said action, suit, proceeding or appeal

**PROVIDER**

COMMUNITY COUNSELING SOLUTIONS INC.

  
\_\_\_\_\_  
Kimberly Lindsay, Executive Director

Date: 10-13-21

**COUNTY**

MORROW COUNTY BOARD OF COMMISSIONERS

Date: Oct. 20, 2021

  
\_\_\_\_\_  
Don Russell, Chair

  
\_\_\_\_\_  
Jim Doherty, Commissioner

  
\_\_\_\_\_  
Melissa Lindsay, Commissioner

APPROVED AS TO FORM

  
\_\_\_\_\_  
County Counsel



## Executive Order 21-29 Vaccination Compliance Form

On August 13, 2021, Governor Kate Brown signed Executive Order (EO) 21-29. The purpose of the EO is to protect state workers, their coworkers and the public that relies on state services from the effects of COVID-19. This EO requires, in part, that Executive Branch state agencies have documentation that all workers are in compliance with the requirements of the EO. Per section 1.f, a Worker is an individual who is not employed by the state of Oregon but is engaged to provide goods or services to the Executive Branch through any formal or informal agreement; and where the goods or services are performed in person and on site at an Executive Branch worksite.

The purpose of this form is to document compliance with EO 21-29. If you fail to submit this signed document, you, your employees, and your subcontractors may be denied access to the worksite. A failure to comply with EO 21-29 may be a breach of contract and could result in termination of the contract.

The undersigned also understands that any statement or representation it makes, to be false or fraudulent, a misrepresentation, or inaccurate because of the omission of material information could result in a "claim" {as defined by the Oregon False Claims Act, ORS 180.750(1)}, being a "false claim" {ORS 180.750(2)} subject to the Oregon False Claims Act, ORS 180.750 to 180.785, and to any liabilities or penalties associated with the making of a false claim under that Act.

ODHS, Office of Developmental Disabilities Services (ODDS) has determined that

(Contractor name) Community Consulting Solutions has Workers that complete work alongside State employees at an Executive Branch under Contract number 169202, 169225, 169198, 169197. By checking the box below, I declare that the following statement is true:

- I have documentation confirming all Workers from my company who work onsite at the above listed worksite are fully vaccinated against COVID-19, as required by EO 21-29.
- I have documentation confirming that all Workers from my company who work onsite at the above listed worksite are either fully vaccinated against COVID-19 or have an approved medical exception or have an approved religious exception, as required by EO 21-29. I have a written accommodation plan for each approved exception.
- I do not have documentation confirming that all Workers at the above listed are in compliance with EO 21-29
- I decline to respond

I acknowledge that substitute, replacement, additional or new Workers are subject to this EO-21-29 and I will maintain documentation confirming compliance with EO 21-29 during the term of this contract or the duration of EO 21-29 whichever first expires or terminates.

By signature below, the undersigned Authorized Representative on behalf of Contractor certifies to the best of his or her knowledge and belief that the responses provided on this form are complete, accurate, and not misleading.

Signature: Kimberly Lindsay Digitally signed by Kimberly Lindsay  
Date: 2021.10.03 10:38:24 -0700

Date: 10/3/21

Printed Name: Kimberly Lindsay

Title: Director

For questions about this form, contact: [ODDS.Contracts@dhsosha.state.or.us](mailto:ODDS.Contracts@dhsosha.state.or.us)



## Executive Order 21-29 Vaccination Compliance Form

On August 13, 2021, Governor Kate Brown signed Executive Order (EO) 21-29. The purpose of the EO is to protect state workers, their coworkers and the public that relies on state services from the effects of COVID-19. This EO requires, in part, that Executive Branch state agencies have documentation that all workers are in compliance with the requirements of the EO. Per section 1.f., a Worker is an individual who is not employed by the state of Oregon but is engaged to provide goods or services to the Executive Branch through any formal or informal agreement; and where the goods or services are performed in person and on site at an Executive Branch worksite.

The purpose of this form is to document compliance with EO 21-29. If you fail to submit this signed document, you, your employees, and your subcontractors may be denied access to the worksite. A failure to comply with EO 21-29 may be a breach of contract and could result in termination of the contract.

The undersigned also understands that any statement or representation it makes, to be false or fraudulent, a misrepresentation, or inaccurate because of the omission of material information could result in a "claim" {as defined by the Oregon False Claims Act, ORS 180.750(1)}, being a "false claim" {ORS 180.750(2)} subject to the Oregon False Claims Act, ORS 180.750 to 180.785, and to any liabilities or penalties associated with the making of a false claim under that Act.

**ODHS, Office of Developmental Disabilities Services (ODDS)** has determined that (Contractor name) Morrow County has Workers that complete work alongside State employees at an Executive Branch under Contract number 169202. By checking the box below, I declare that the following statement is true:

- I have documentation confirming all Workers from my company who work onsite at the above listed worksite are fully vaccinated against COVID-19, as required by EO 21-29.
- I have documentation confirming that all Workers from my company who work onsite at the above listed worksite are either fully vaccinated against COVID-19 or have an approved medical exception or have an approved religious exception, as required by EO 21-29. I have a written accommodation plan for each approved exception.
- I do not have documentation confirming that all Workers at the above listed are in compliance with EO 21-29
- I decline to respond

I acknowledge that substitute, replacement, additional or new Workers are subject to this EO-21-29 and I will maintain documentation confirming compliance with EO 21-29 during the term of this contract or the duration of EO 21-29 whichever first expires or terminates.

By signature below, the undersigned Authorized Representative on behalf of Contractor certifies to the best of his or her knowledge and belief that the responses provided on this form are complete, accurate, and not misleading.

Signature: Darrell J Green Digitally signed by Darrell J Green  
Date: 2021.10.18 09:52:51 -07'00'

Date: October 18, 2021

Printed Name: Darrell J Green

Title: County Administrator

For questions about this form, contact: [ODDS.Contracts@dhsosha.state.or.us](mailto:ODDS.Contracts@dhsosha.state.or.us)



**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](mailto:dhs-oha.publicationrequest@state.or.us) or call 503-378-3486 (voice) or 503-378-3523 (TTY) to arrange for the alternative format.

This 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@dhs.oha.state.or.us](mailto:leaann.stutheit@dhs.oha.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

Chair, Board of Commissioners  
\_\_\_\_\_

Title

Don Russell

\_\_\_\_\_

Printed Name

September 1, 2021

\_\_\_\_\_

Date

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

**By:**

Lea Ann Digitally signed by  
Lea Ann Stutheit  
Date: 2021.09.24  
11:53:45 -07'00'  
Stutheit

\_\_\_\_\_

Authorized Signature

ODDS COO

\_\_\_\_\_

Title

Lea Ann Stutheit

\_\_\_\_\_

Printed Name

9/24/2021

\_\_\_\_\_

Date

**Approved for Legal Sufficiency:**

Approved via e-mail by Wendy J Johnson  
Department of Justice

\_\_\_\_\_

June 30, 2021

\_\_\_\_\_

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 **“IDD”** 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 internetworking 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@dhsola.state.or.us](mailto:ODDS.Contracts@dhsola.state.or.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](mailto: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:

	<b>Service Name</b>	<b>References</b>
(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@dhsosha.state.or.us](mailto:ODDS.FundingReview@dhsosha.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](mailto: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 15<sup>th</sup> 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 1<sup>st</sup> of the month and the 15<sup>th</sup> 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 15<sup>th</sup> 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".

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- (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](mailto: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](mailto: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](mailto: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](mailto: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](mailto: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](mailto: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.

- f. No part of any Federal Funds paid to County under this Agreement shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the United States Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.
  - g. The prohibitions in subsections (e) and (f) of this Section shall include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.
  - h. No part of any Federal Funds paid to County under this Agreement may be used for any activity that promotes the legalization of any drug or other substance included in schedule I of the schedules of controlled substances established under section 202 of the Controlled Substances Act except for normal and recognized executive congressional communications. This limitation shall not apply when there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance of that federally sponsored clinical trials are being conducted to determine therapeutic advantage.
6. **Resource Conservation and Recovery.** County shall comply and require all subcontractors to comply with all mandatory standards and policies that relate to resource conservation and recovery pursuant to the Resource Conservation and Recovery Act (codified at 42 U.S.C. 6901 et. seq.). Section 6002 of that Act (codified at 42 U.S.C. 6962) requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by the Environmental Protection Agency. Current guidelines are set forth in 40 CFR Part 247.
7. **Audits.**
- a. County shall comply, and require all subcontractors to comply, with applicable audit requirements and responsibilities set forth in this Agreement and applicable state or federal law.
  - b. If County expends \$750,000 or more in Federal Funds (from all sources) in a federal fiscal year, County shall have a single organization-wide audit conducted in accordance with the provisions of 2 CFR Subtitle B with guidance at 2 CFR Part 200. Copies of all audits must be submitted to ODHS within 30 days of completion. If County expends less than \$750,000 in a federal fiscal year, County is exempt from Federal audit requirements for that year. Records must be available as provided in Exhibit E, Section 16 "Records Maintenance, Access". Audits must be submitted to [odds.contracts@dhsosha.state.or.us](mailto:odds.contracts@dhsosha.state.or.us) .
8. **Debarment and Suspension.** County shall not permit any person or entity to be a subcontractor if the person or entity is listed on the non-procurement portion of the

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@dhs.ohio.state.gov](mailto:ODDS.Contracts@dhs.ohio.state.gov). 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/2019StatewideInformationAndCyberSecurityStandardsVI.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.



**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.*

① Hover over **blue** text for more information.

Request type ( <i>required</i> ): New request (ISPO will add agreement number)	Agreement number:
---	-------------------

**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 ( <i>first, last</i> ):	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 ( <i>optional</i> ):	

**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:		

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](mailto: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.



System 1	
Name of system: CAM	
Type of access requested: Read/write (please describe): <input type="checkbox"/>	
Description of access: CMEs will have access to either the APS module or the SI module of CAM or both. These will be determined by using role based security within CAM.	
Expiration date of access: 06/30/2023	
Information type	
Will information being shared or accessed be identifiable (i.e., names, DOB, address, etc.)? <input checked="" type="radio"/> Yes <input type="radio"/> No	
If yes, what protected information will be shared or accessed? (Check all that apply.)	
<input checked="" type="checkbox"/> Protected health information (PHI)	<input checked="" type="checkbox"/> Personally identifiable information (PII)
<input checked="" type="checkbox"/> Financial information	<input type="checkbox"/> Federal tax information (FTI)
<input checked="" type="checkbox"/> Criminal justice information (CJI)	<input type="checkbox"/> Payment card information (PCI)
<input type="checkbox"/> Social Security Administration (SSA data)	
<input type="checkbox"/> Other (list below):	
Information owner review (internal use only)	
Name of reviewer:	Review date:
Access determination: Role or group assigned (if applicable): Access is: Choose one <input type="checkbox"/> Reason for determination:	
Add another system	Remove this system (above)

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

#### Section 4. Program sponsor

The **program sponsor** is the DHS or OHA manager who sponsors the requested access. That person must monitor and ensure the third party complies with the terms and conditions of the access agreement. (Note that the program sponsor is usually the contract administrator of the governing contract authorizing the access.)

Verification of need to know:	
<input checked="" type="checkbox"/> As program sponsor, I certify that sections 1 through 3 of this form note the minimum necessary access. Date: <u>02/10/2021</u>	
Name (first, last):	Lea Ann Stutheit
Position/title:	COO
Office:	DHS
Program:	ODDS
District name:	N/A
Work street address:	500 Summer St NE, E-09

District name:	N/A
Work street address:	500 Summer St NE, E-09
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](mailto: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: 05.27.21	Date completed: 05.27.21
Date approved by all information owners: 02.10.21	Date executed: N/A
Notes: 785 on file. Part of the 118 process. PSA provided.	
Completed by: Shannon Corr	

**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: \_\_\_\_\_

**ATTACHMENT #2  
Subcontractor Disclosures Report**

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

As described in Section 13 “Disclosures” of Exhibit F “Federal Terms and Conditions”, CDDP reports the following:

Number of board members: \_\_\_\_\_

Number of directors: \_\_\_\_\_

Number of indirect owners with five percent or more ownership: \_\_\_\_\_

Number of direct owners with five percent or more ownership: \_\_\_\_\_

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:					

## Exhibit A- 94

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:			

## Exhibit A- 95

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.**

**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: Monday through Friday

Hours of Operation: 8:00 am until 5:00 pm

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: Kimberly Rindel

Date completed: 9-16-21

**ATTACHMENT #2  
Subcontractor Disclosures Report**

CDDP Name: Community Counseling Solutions

As described in Section 13 "Disclosures" of Exhibit F "Federal Terms and Conditions", CDDP reports the following:

Number of board members: 8

Number of directors: 1

Number of indirect owners with five percent or more ownership: 0

Number of direct owners with five percent or more ownership: 8

Name: <u>Kimberly Lindsay</u>		Title: <u>Executive Director</u>		Percentage of Ownership: <u>8</u>	
Residence Street Address: [REDACTED]		City: <u>Lexington</u>	State: <u>OR</u>	Zip: <u>97839</u>	
SSN: [REDACTED]	DOB: [REDACTED]				
Do you have any other ODHS Provider numbers: (e.g. Personal Support Worker, Provider Agency Foster Home Provider): Yes <input type="radio"/> No <input checked="" type="radio"/>					
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: <u>Cris Patnode</u>		Title: <u>Board Member</u>		Percentage of Ownership: <u>8</u>	
Residence Street Address: [REDACTED]		City: <u>Arlington</u>	State: <u>OR</u>	Zip: <u>97812</u>	
SSN: [REDACTED]	DOB: [REDACTED]				
Do you have any other ODHS Provider numbers: (e.g. Personal Support Worker, Provider Agency Foster Home Provider): Yes <input type="radio"/> No <input checked="" type="radio"/>					
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: <i>MaryAnn Elquezabal</i>		Title: <i>Board Member</i>		Percentage of Ownership: <i>0</i>	
Residence Street Address: [REDACTED]		City: <i>Heppner</i>	State: <i>OR</i>	Zip: <i>97836</i>	
DOB: [REDACTED]					
Do you have any other ODHS Provider numbers: (e.g. Personal Support Worker, Provider Agency Foster Home Provider): Yes <input type="radio"/> No <input checked="" type="radio"/>					
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: <i>Mark Lemmon</i>		Title: <i>Board Chair</i>		Percentage of Ownership: <i>0</i>	
Residence Street Address: [REDACTED]		City: <i>Lexington</i>	State: <i>OR</i>	Zip: <i>97839</i>	
DOB: [REDACTED]					
Do you have any other ODHS Provider numbers: (e.g. Personal Support Worker, Provider Agency Foster Home Provider): Yes <input type="radio"/> No <input checked="" type="radio"/>					
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: <i>Mike Carroll</i>		Title: <i>Board Member</i>		Percentage of Ownership: <i>0</i>	
Residence Street Address: [REDACTED]		City: <i>Mitchell</i>	State: <i>OR</i>	Zip: <i>97750</i>	
DOB: [REDACTED]					
Do you have any other ODHS Provider numbers: (e.g. Personal Support Worker, Provider Agency Foster Home Provider): Yes <input type="radio"/> No <input checked="" type="radio"/>					
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: <i>Tiah Devin</i>		Title: <i>Board Member</i>		Percentage of Ownership: <i>0</i>	
Residence Street Address: [REDACTED]		City: <i>Hermiston</i>	State: <i>OR</i>	Zip: <i>97838</i>	
SSN: [REDACTED]		DOB: [REDACTED]			
Do you have any other ODHS Provider numbers: (e.g. Personal Support Worker, Provider Agency Foster Home Provider): Yes <input type="radio"/> No <input checked="" type="radio"/>					
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: <i>Mark Webb</i>		Title: <i>Board Member</i>		Percentage of Ownership: <i>0</i>	
Residence Street Address: [REDACTED]		City: <i>Mount Vernon</i>	State: <i>OR</i>	Zip: <i>97865</i>	
SSN: [REDACTED]		DOB: [REDACTED]			
Do you have any other ODHS Provider numbers: (e.g. Personal Support Worker, Provider Agency Foster Home Provider): Yes <input type="radio"/> No <input checked="" type="radio"/>					
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: <i>Joanne Burch</i>		Title: <i>Board Member</i>		Percentage of Ownership: <i>0</i>	
Residence Street Address: [REDACTED]		City: <i>Fossil</i>	State: <i>OR</i>	Zip: <i>97830</i>	
SSN: [REDACTED]		DOB: [REDACTED]			
Do you have any other ODHS Provider numbers: (e.g. Personal Support Worker, Provider Agency Foster Home Provider): Yes <input type="radio"/> No <input checked="" type="radio"/>					
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.

Name: <b>Dirk Dirksen</b>		Title: <b>Board Member</b>		Percentage of Ownership: <b>0</b>	
Residence Street Address: [REDACTED]		City: <b>Boardman</b>	State: <b>OR</b>	Zip: <b>97818</b>	
		DOB: [REDACTED]			
Do you have any other ODHS Provider numbers: (e.g. Personal Support Worker, Provider Agency Foster Home Provider): Yes <input type="radio"/> No <input checked="" type="radio"/>					
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 <input type="radio"/> No <input type="radio"/>					
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 <input type="radio"/> No <input type="radio"/>					
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:** XXXXXXXXXX \_\_\_\_\_

- OR -

**SSN:** \_\_\_\_\_

### DOCUMENT RETURN STATEMENT

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

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

**Document number:** 169202-0, hereinafter referred to as "Document."

I, <u>Don Russell</u>	<u>Chair, Board of Commissioners</u>
Name	Title

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

Morrow County by email.

**Contractor's name**

On September 1, 2021  
Date

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

	<u>September 1, 2021</u>
Authorizing signature	Date

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



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: Katie Imes
Department: Public Transit - The Loop
Short Title of Agenda Item: ODOT Agreement #35339 "5339 Discretionary Bus and Bus Facilities Grant"
(No acronyms please)

Date submitted to reviewers: 7/20/2022
Requested Agenda Date: 7/27/2022

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: Oregon Department of Transportation
Contractor/Entity Address: 355 Capitol St. N.E. Salem, OR 97301-3871
Effective Dates - From: July 1, 2022 Through: June 30, 2026
Total Contract Amount: 250,000 Budget Line: 504
Does the contract amount exceed \$5,000? Yes No

Reviewed By:
Department Director Required for all BOC meetings
Administrator Required for all BOC meetings
Justin Nelson - via email 8/4/2022 County Counsel \*Required for all legal documents
Kevin Ince - via email 7/21/2022 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)**

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

**Project Description: Phase II & III Boardman Bus Storage/Transit Facility - Project Management**

The purpose of this agreement is to fund the project management of phase II. Phase II will provide a shovel ready project for phase III. The transit facility will be located at site to be determined to support the transportation needs of the general public, seniors, and individuals with disabilities.

Architecture, Design, Engineering, Planning, and Preparation: Associated services and permits clearly needed to proceed with the project are included in the reimbursable expenses associated with this Agreement.

A National Environmental Policy Act environmental assessment may or may not be required for this project. However, a Documented Categorical Exclusion (DCE) worksheet or a waiver to the DCE must be submitted to State, and approved by the Federal Transit Administration, prior to any ground disturbance.

**Please see Page 12 of Agreement #35339 details the PROJECT DELIVERABLES, TASKS and SCHEDULE.**

**The match for this project is provided in the Morrow County Statewide Transportation Improvement Fund (STIF) Plan FY 21-23.**

**2. FISCAL IMPACT:**

Revenue to budget 504 - FEDERAL FUNDS for \$200,000. Match from budget 216- STATE FUNDS for \$50,000.

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

Motion to approve and sign agreement #35339 with the Oregon Department of Transportation effective July 1, 2022 through June 30, 2026.

Attach additional background documentation as needed.

PUBLIC TRANSPORTATION DIVISION  
OREGON DEPARTMENT OF TRANSPORTATION

This Agreement is made and entered into by and between the **State of Oregon**, acting by and through its Department of Transportation, Public Transportation Division, hereinafter referred to as "State," and **Morrow County**, hereinafter referred to as "Recipient," and collectively referred to as the "Parties."

**AGREEMENT**

1. **Effective Date.** This Agreement shall become effective on the later of **July 1, 2022** or the date when this Agreement is fully executed and approved as required by applicable law. Unless otherwise terminated or extended, Grant Funds under this Agreement shall be available for Project Costs incurred on or before **June 30, 2026** (the "Expiration Date"). No Grant Funds are available for any expenditures after the Expiration Date. State's obligation to disburse Grant Funds under this Agreement shall end as provided in Section 10 of this Agreement.
2. **Agreement Documents.** This Agreement consists of this document and the following documents, all of which are attached hereto and incorporated herein by reference:

**Exhibit A: Project Description and Budget**

**Exhibit B: Financial Information**

**Exhibit C: Subagreement Insurance Requirements and Recipient Insurance Requirements**

**Exhibit D: Summary of Federal Requirements, incorporating by reference Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements ("Certifications and Assurances") and Federal Transit Administration Master Agreement**

**Exhibit E: Information required by 2 CFR 200.332(a), may be accessed at <https://www.oregon.gov/odot/RPTD/Pages/index.aspx>, Oregon Public Transit Information System (OPTIS), as the information becomes available**

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 each of the documents comprising this Agreement is as follows, listed from highest precedence to lowest precedence: Exhibit D; Exhibit E; this Agreement without Exhibits; Exhibit A; Exhibit B; Exhibit C.

3. **Project Cost; Grant Funds; Match.** The total project cost is estimated at **\$250,000.00**. In accordance with the terms and conditions of this Agreement, State shall provide Recipient an amount not to exceed **\$200,000.00** (the "Grant Funds") for eligible costs described in Section 6.a. hereof. Recipient shall provide matching funds for all Project Costs as described in Exhibit A. Recipient will be responsible for all Project Costs not covered by the Grant Funds.
4. **Project.** The Grant Funds shall be used solely for the project described in Exhibit A (the "Project") and shall not be used for any other purpose. No Grant Funds will be disbursed for any changes to the Project unless such changes are approved by State by amendment pursuant to Section 11.a hereof.
5. **Progress Reports.** Recipient shall submit quarterly progress reports to State no later than 45 days after the close of each quarterly reporting period. Reporting periods are July through September, October through December, January through March, and April through June. Reports must be in a format acceptable to State and must be entered into the Oregon Public Transit Information System (OPTIS), which may be accessed at <https://www.oregon.gov/odot/RPTD/Pages/index.aspx>. If Recipient is unable to access OPTIS, reports must be sent to [ODOTPTDReporting@odot.state.or.us](mailto:ODOTPTDReporting@odot.state.or.us). Reports shall include a statement of revenues and expenditures for each quarter, including documentation of local match contributions and expenditures. State reserves the right to request such additional information as may be



necessary to comply with federal or state reporting requirements.

**6. Disbursement and Recovery of Grant Funds.**

- a. **Disbursement Generally.** State shall reimburse eligible costs incurred in carrying out the Project, up to the Grant Funds amount provided in Section 3. Reimbursements shall be made by State within 30 days of State's approval of a request for reimbursement from Recipient using a format that is acceptable to State. Requests for reimbursement must be entered into OPTIS or sent to ODOTPTDReporting@odot.state.or.us. Eligible costs are the reasonable and necessary costs incurred by Recipient, or under a subagreement described in Section 9 of this Agreement, in performance of the Project and that are not excluded from reimbursement by State, either by this Agreement or by exclusion as a result of financial review or audit.
- b. **Conditions Precedent to Disbursement.** State's obligation to disburse Grant Funds to Recipient is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:
  - i. State has received funding, appropriations, limitations, allotments or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to make the disbursement.
  - ii. Recipient is in compliance with the terms of this Agreement including, without limitation, Exhibit D and the requirements incorporated by reference in Exhibit D.
  - iii. Recipient's representations and warranties set forth in Section 7 hereof are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.
  - iv. Recipient has provided to State a request for reimbursement using a format that is acceptable to and approved by State. Recipient must submit its final request for reimbursement following completion of the Project and no later than 60 days after the Expiration Date. Failure to submit the final request for reimbursement within 60 days after the Expiration Date could result in non-payment.
- c. **Recovery of Grant Funds.**
  - i. **Recovery of Misexpended Funds or Nonexpended Funds.** Any Grant Funds disbursed to Recipient under this Agreement that are either (i) disbursed but unexpended as of the Expiration Date ("Unexpended Funds") or (ii) expended in violation or contravention of one or more of the provisions of this Agreement ("Misexpended Funds") must be returned to State. Recipient shall return all Misexpended Funds to State no later than 15 days after State's written demand. Recipient shall return all Unexpended Funds to State within 15 days after the earlier of expiration or termination of this Agreement.
  - ii. **Recovery of Funds upon Termination.** If this Agreement is terminated under either Section 10(a)(i) or Section 10(a)(v) below, Recipient shall return to State all funds disbursed to Recipient within 15 days after State's written demand for the same.

**7. Representations and Warranties of Recipient.** Recipient represents and warrants to State as follows:

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

of this Agreement.

- b. **Binding Obligation.** This Agreement has been duly executed and delivered by Recipient and constitutes a legal, valid and binding obligation of Recipient, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.
- c. **No Solicitation.** Recipient's officers, employees, and agents shall neither solicit nor accept gratuities, favors, or any item of monetary value from contractors, potential contractors, or parties to subagreements, except as permitted by applicable law. No member or delegate to the Congress of the United States or State of Oregon employee shall be admitted to any share or part of this Agreement or any benefit arising therefrom.
- d. **No Debarment.** Neither Recipient nor its principals is presently debarred, suspended, or voluntarily excluded from this federally-assisted transaction, or proposed for debarment, declared ineligible or voluntarily excluded from participating in this Agreement by any state or federal agency. Recipient agrees to notify State immediately if it is debarred, suspended or otherwise excluded from this federally-assisted transaction for any reason or if circumstances change that may affect this status, including without limitation upon any relevant indictments or convictions of crimes.

The warranties set in this section are in addition to, and not in lieu of, any other warranties set forth in this Agreement or implied by law.

**8. Records Maintenance and Access; Audit.**

- a. **Records, Access to Records and Facilities.** Recipient shall make and retain proper and complete books of record and account and maintain all fiscal records related to this Agreement and the Project in accordance with all applicable generally accepted accounting principles, generally accepted governmental auditing standards and state minimum standards for audits of municipal corporations. Recipient shall require that each of its subrecipients and subcontractors complies with these requirements. State, the Secretary of State of the State of Oregon (Secretary), the United States Department of Transportation (USDOT), the Federal Transit Administration (FTA) and their duly authorized representatives shall have access to the books, documents, papers and records of Recipient that are directly related to this Agreement, the funds provided hereunder, or the Project for the purpose of making audits and examinations. In addition, State, the Secretary, USDOT, FTA and their duly authorized representatives may make and retain excerpts, copies, and transcriptions of the foregoing books, documents, papers, and records. Recipient shall permit authorized representatives of State, the Secretary, USDOT and FTA to perform site reviews of the Project, and to inspect all vehicles, real property, facilities and equipment purchased by Recipient as part of the Project, and any transportation services rendered by Recipient.
- b. **Retention of Records.** Recipient shall retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement, including, without limitation, records relating to capital assets funded by this Agreement, the Grant Funds or the Project for a minimum of six (6) years, or such longer period as may be required by other provisions of this Agreement or applicable law, following the Expiration Date. If there are unresolved audit questions at the end of the six-year period, Recipient shall retain the records until the questions are resolved.
- c. **Expenditure Records.** Recipient shall document the expenditure of all Grant Funds disbursed by State under this Agreement. Recipient shall create and maintain all expenditure records in accordance with generally accepted accounting principles and in sufficient detail to permit State to verify how the Grant Funds were expended.
- d. **Audit Requirements.**
  - i. Recipients receiving federal funds in excess of \$750,000 are subject to audit conducted in accordance with the provisions of 2 CFR part 200, subpart F. Recipient, if subject to this requirement, shall at Recipient's own expense submit to State, Public Transportation Division, 555 13th Street NE, Suite 3, Salem, Oregon, 97301-4179 or to [ODOTPTDReporting@odot.state.or.us](mailto:ODOTPTDReporting@odot.state.or.us), a copy of, or electronic link to, its annual audit subject to this requirement covering the funds expended under this Agreement and shall submit or cause to be submitted, the annual audit

of any subrecipient(s), contractor(s), or subcontractor(s) of Recipient responsible for the financial management of funds received under this Agreement.

- ii. Recipient shall indemnify, save, protect and hold harmless State from the cost of any audits or special investigations performed by the Secretary with respect to the funds expended under this Agreement. Recipient acknowledges and agrees that any audit costs incurred by Recipient as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between Recipient and State.

This Section 8 shall survive any expiration or termination of this Agreement.

## 9. Recipient Subagreements and Procurements

- a. **Subagreements.** Recipient may enter into agreements with sub-recipients, contractors or subcontractors (collectively, "subagreements") for performance of the Project.

- i. All subagreements must be in writing executed by Recipient and must incorporate and pass through all of the applicable requirements of this Agreement to the other party or parties to the subagreement(s). Use of a subagreement does not relieve Recipient of its responsibilities under this Agreement.
- ii. Recipient shall require all of its contractors performing work under this Agreement to name State as a third-party beneficiary of Recipient's subagreement with the contractor and to name State as an additional or "dual" obligee on contractors' payment and performance bonds.
- iii. Recipient shall provide State with a copy of any signed subagreement, as well as any other purchasing or contracting documentation, upon request by State. This paragraph 9.a.iii. shall survive expiration or termination of this Agreement.
- iv. Recipient must report to State any material breach of a term or condition of a subagreement within ten (10) days of Recipient discovering the breach.

- b. Recipient shall review the *Best Practices Procurement Manual*, a technical assistance manual prepared by the FTA, available on the FTA website: [www.fta.dot.gov/grants/13054\\_6037.html](http://www.fta.dot.gov/grants/13054_6037.html)

- c. **Subagreement indemnity; insurance**

- i. ***Recipient's subagreement(s) shall require the other party to such subagreements(s) that is not a unit of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless State and its officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the other party to Recipient's subagreement or any of such party's officers, agents, employees or subcontractors ("Claims"). It is the specific intention of the Parties that the State shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the State, be indemnified by the other party to Recipient's subagreement(s) from and against any and all Claims.***
- ii. **Any such indemnification shall also provide that neither Recipient's subrecipient(s), contractor(s) nor subcontractor(s) (collectively "Subrecipients"), nor any attorney engaged by Recipient's Subrecipient(s), shall defend any claim in the name of the State or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State may, at any time at its election, assume its own defense and settlement in the event that it determines that Recipient's Subrecipient is prohibited from defending State or that Recipient's Subrecipient is not adequately defending State's interests, or that an important governmental principle is at issue or that it is in the best interests of State to do so. State reserves all rights to**

**pursue claims it may have against Recipient's Subrecipient if State elects to assume its own defense.**

- iii. Recipient shall require the other party, or parties, to each of its subagreements that are not units of local government as defined in ORS 190.003 to obtain and maintain insurance requirements provided in Exhibit C to this Agreement. Recipient may specify insurance requirements of its contractor(s) above the minimum insurance requirements specified in Exhibit C. Recipient shall verify its contractor(s) meet the insurance requirements in Exhibit C.
- d. **Procurements.** Recipient shall make purchases of any equipment, materials, or services for the Project under procedures that comply with Oregon law, as applicable, including all applicable provisions of the Oregon Public Contracting Code and rules, and in conformance to FTA Circular 4220.1F, Third Party Contracting Requirements including:
  - i. All applicable clauses required by federal statute, executive orders and their implementing regulations are included in each competitive procurement;
  - ii. All procurement transactions are conducted in a manner providing full and open competition;
  - iii. Procurements exclude the use of statutorily or administratively imposed in-state or geographic preference in the evaluation of bids or proposals (with exception of locally controlled licensing requirements);
  - iv. Construction, architectural and engineering procurements are based on Brooks Act procedures unless the procurement is subject to ORS 279C.100 to 279C.125.
- e. **Additional requirements**
  - i. Recipient shall comply with 49 CFR sections 37.77(c) and 37.105 regarding "Certification of Equivalent Service" when purchasing vehicles under this Agreement. If non-accessible vehicles, as defined by the Americans with Disabilities Act, are being purchased for use by a public entity in demand responsive service for the general public, Recipient will certify to State at the time of applying for a project that, when viewed in its entirety, the demand responsive service offered to persons with disabilities, including persons who use wheelchairs, meets the standard of equivalent service.
  - ii. Recipient shall comply with 49 CFR 663 regarding pre-award and post-delivery reviews. Every Recipient purchasing rolling stock or facilities under this Agreement must certify to State that a pre-award and post-delivery review has been conducted in accordance with ODOT requirements. This review ensures compliance to bid specifications including, but not limited to, FTA requirements, State requirements, and Federal Motor Carrier Safety Standards, as applicable to the type of project. Each Recipient's certification must include assurance that required documents have been received from manufacturers or vendors of products, or from both, and that Recipient possesses such documents. Acceptable certification forms are available from State. Recipient must provide certification forms to State when reimbursement is requested for vehicles. For facilities projects, Recipient must provide pre-award certifications to State at time of first payment, and post-delivery certifications upon completion of the post-delivery review, and in no event later than with Recipient's request for final payment.
  - iii. Recipient shall comply with 49 CFR 604 in the provision of any charter service provided with vehicles, facilities, or equipment acquired with FTA assistance under this Agreement.
  - iv. Recipient shall submit an annual vehicle inspection report to State for any vehicle purchased under this Agreement. Vehicle inspections shall be conducted by a vehicle maintenance technician certified by a nationally recognized organization in the field of vehicle service and maintenance. Reports covering required areas of inspection shall be submitted on forms provided by State.
  - v. All drivers of vehicles purchased with FTA funds under this Agreement must complete a standard defensive driving course before operating an FTA-funded vehicle, and are advised to complete a standard defensive driving course before

operating a State-funded vehicle.

- vi. Recipient shall maintain all vehicles, equipment, and facilities purchased under this Agreement in good condition per manufacturer's recommendations. Recipients are required to develop preventive maintenance plans for all rolling stock and facilities and to provide the plans to State upon request.
  - vii. Recipient shall be the owner of the property for facility construction projects and of vehicles purchased under this Agreement. Such ownership shall be recorded on real property deeds for facility construction projects and on vehicle titles. If Recipient contracts the operation of vehicles to a third party, then the third party may be shown as the owner or lessee with Recipient listed as the second security interest holder or lessor. In all cases, Oregon Department of Transportation, Public Transportation Division shall be shown as the first security interest holder on vehicle titles. If Recipient fails to show Oregon Department of Transportation, Public Transportation Division as the first security interest holder, Recipient shall pay any expenses to re-submit the necessary documents to Oregon Department of Transportation, Driver and Motor Vehicle Services (DMV). If a vehicle is damaged or destroyed at any time when Recipient fails to show Oregon Department of Transportation, Public Transportation Division, as the first security interest holder, Recipient shall be liable to State for any damage in an amount in the same manner as if Oregon Department of Transportation, Public Transportation Division, were shown as the first security interest holder.
  - viii. Recipient shall bear the cost of insuring assets purchased under this Agreement.
  - ix. Recipient shall file a restrictive covenant with the property deed for all construction projects and purchases of real estate, with the exception of passenger shelters, amenities, and right-of-way infrastructure improvements. The restrictive covenant will limit the use of the building and property to the stated purpose specified in the statement of work associated with this Agreement.
  - x. Recipient shall complete all purchases, including installation, and all construction of capital assets funded under this Agreement prior to the Expiration Date of this Agreement. If local circumstances prevent purchase, installation, or construction by the specified date, Recipient will notify State in writing of the circumstances regarding the delay. Such notification must be received at least forty-five (45) days prior to the expiration of the Agreement. Agreement amendment for time will be considered in extenuating circumstances.
- f. **Conflict of Interest.** Recipient's public officials shall comply with Oregon's government ethics laws, ORS 244.010 et seq., as those laws may be subsequently amended.

#### 10. Termination

- a. **Termination by State.** State may terminate this Agreement effective upon delivery of written notice of termination to Recipient, or at such later date as may be established by State in such written notice, if:
  - i. Recipient fails to perform the Project within the time specified herein or any extension thereof or commencement, continuation or timely completion of the Project by Recipient is, for any reason, rendered improbable, impossible, or illegal; or
  - ii. State fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement; or
  - iii. Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement; or
  - iv. The Project would not produce results commensurate with the further expenditure of funds; or
  - v. Recipient takes any action pertaining to this Agreement without the approval of State and which under the provisions of this Agreement would have required the

approval of State.

- b. **Termination by Recipient.** Recipient may terminate this Agreement effective upon delivery of written notice of termination to State, or at such later date as may be established by Recipient in such written notice, if:
  - i. The requisite local funding to continue the Project becomes unavailable to Recipient; or
  - ii. Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement.
- c. **Termination by Either Party.** Either Party may terminate this Agreement upon at least ten days' notice to the other Party and failure of the other Party to cure within the period provided in the notice, if the other Party fails to comply with any of the terms of this Agreement.

#### 11. General Provisions

- a. **Amendments.** This Agreement may be amended or extended only by a written instrument signed by both Parties and approved as required by applicable law.
- b. **Contribution.**
  - i. 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 State or Recipient with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.
  - ii. Except as otherwise provided in Paragraph 11.c below, with respect to a Third Party Claim for which State is jointly liable with Recipient (or would be if joined in the Third Party Claim ), 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 Recipient in such proportion as is appropriate to reflect the relative fault of the State on the one hand and of the Recipient 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 State on the one hand and of Recipient 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. State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if State had sole liability in the proceeding.
  - iii. Except as otherwise provided in Paragraph 11.c below, with respect to a Third Party Claim for which Recipient is jointly liable with State (or would be if joined in the Third Party Claim), Recipient 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 State in such proportion as is appropriate to reflect the relative fault of Recipient on the one hand and of 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 Recipient on the one hand and of 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. Recipient's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.

**c. Indemnification.**

- i. Subject to any limitations imposed by State law and the Oregon Constitution, Recipient agrees to the following contract-related indemnification for all projects authorized under this Agreement:
- ii. Where Recipient contracts for services or performs project management for a project, Recipient shall accept all responsibility, defend lawsuits, indemnify, and hold State harmless, for all contract-related claims and suits. This includes but is not limited to all contract claims or suits brought by any contractor, whether arising out of the contractor's work, Recipient's supervision of any individual project or contract, or Recipient's failure to comply with the terms of this Agreement.

Sections 11.b and 11.c shall survive termination of this Agreement.

- d. **Insurance.** Recipient shall meet the insurance requirements within Exhibit C.
- e. **Dispute Resolution.** The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.
- f. **Responsibility for Grant Funds.** Any recipient of Grant Funds, pursuant to this Agreement with State, shall assume sole liability for that recipient's breach of the conditions of this Agreement, and shall, upon recipient's breach of conditions that requires State to return funds to the FTA, hold harmless and indemnify State for an amount equal to the funds received under this Agreement; or if legal limitations apply to the indemnification ability of the recipient of Grant Funds, the indemnification amount shall be the maximum amount of funds available for expenditure, including any available contingency funds or other available non-appropriated funds, up to the amount received under this Agreement.
- g. **Duplicate Payment.** Recipient is not entitled to compensation or any other form of duplicate, overlapping or multiple payments for the same work performed under this Agreement from any agency of the State of Oregon or the United States of America or any other party, organization or individual.
- h. **No Third Party Beneficiaries.** State and Recipient are the only Parties to this Agreement and are the only Parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly or indirectly, to a third person unless such a third person is individually identified by name herein and expressly described as an intended beneficiary of the terms of this Agreement.

Recipient acknowledges and agrees that the Federal Government, absent express written consent by the Federal Government, is not a party to this Agreement and shall not be subject to any obligations or liabilities to the Recipient, contractor or any other party (whether or not a party to the Agreement) pertaining to any matter resulting from the this Agreement.

- i. **Notices.** Except as otherwise expressly provided in this Agreement, any communications between the Parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, email, or mailing the same, postage prepaid, to Recipient Contact or State Contact at the address or number set forth on the signature page of this Agreement, or to such other addresses or numbers as either Party may hereafter indicate pursuant to this subsection. Any communication or notice personally delivered shall be deemed to be given when actually delivered. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine, and to be effective against State, such facsimile transmission must be confirmed by telephone notice to State Contact. Any communication by email shall be deemed to be given when the

recipient of the email acknowledges receipt of the email. Any communication or notice mailed shall be deemed to be given when received.

- j. **Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between State (or any other agency or department of the State of Oregon) and Recipient that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County in the State of Oregon. In no event shall this section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. EACH PARTY HEREBY CONSENTS TO THE EXCLUSIVE JURISDICTION OF SUCH COURT, WAIVES ANY OBJECTION TO VENUE, AND WAIVES ANY CLAIM THAT SUCH FORUM IS AN INCONVENIENT FORUM.
- k. **Compliance with Law.** Recipient shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to the implementation of the Project, as applicable to Recipient, including without limitation as described in Exhibit D. Without limiting the generality of the foregoing, Recipient expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.
- l. **Independent Contractor.** Recipient shall perform the Project as an independent contractor and not as an agent or employee of State. Recipient has no right or authority to incur or create any obligation for or legally bind State in any way. State cannot and will not control the means or manner by which Recipient performs the Project, except as specifically set forth in this Agreement. Recipient is responsible for determining the appropriate means and manner of performing the Project. Recipient acknowledges and agrees that Recipient is not an "officer", "employee", or "agent" of State, as those terms are used in ORS 30.265, and shall not make representations to third parties to the contrary.
- m. **Severability.** If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.
- n. **Counterparts.** This Agreement may be executed in two or more counterparts (by facsimile or otherwise), each of which is an original and all of which together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.
- o. **Integration and Waiver.** This Agreement, including all Exhibits, constitutes the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. The delay or failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by that Party of that or any other provision. Recipient, by the signature below of its authorized representative, hereby acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.
- p. **Survival.** The following provisions survive termination of this Agreement: Sections 6.c., 8 and 11.



**The Parties**, by execution of this Agreement, hereby acknowledge that each Party has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

The Oregon Transportation Commission on October 20, 2010, approved Delegation Order Number OTC-01, which authorizes the Director of the Oregon Department of Transportation to administer programs related to public transit.

On March 1, 2012, the Director approved Delegation Order Number DIR-04, which delegates the authority to approve this Agreement to the Public Transportation Division Administrator.

**SIGNATURE PAGE TO FOLLOW**

**Morrow County**, by and through its

By \_\_\_\_\_  
(Legally designated representative)

Name \_\_\_\_\_  
(printed)

Date \_\_\_\_\_

By \_\_\_\_\_

Name \_\_\_\_\_  
(printed)

By \_\_\_\_\_

Name \_\_\_\_\_  
(printed)

**APPROVED AS TO LEGAL SUFFICIENCY**

(If required in local process)

By \_\_\_\_\_  
Recipient's Legal Counsel

Date \_\_\_\_\_

**Recipient Contact:**

Katie Imes  
PO Box 495  
Heppner, OR 97836  
1 (541) 676-5667  
kimes@co.morrow.or.us

**State Contact:**

Arla Miller  
555 13TH ST NE  
Salem, OR 97301  
1 (503) 949-5415  
Arla.MILLER@odot.state.or.us

**Signed Agreement Return Address: ODOTPTDReporting@odot.state.or.us**

**State of Oregon**, by and through its  
Department of Transportation

By \_\_\_\_\_  
Karyn Criswell  
Public Transportation Division Administrator

Date \_\_\_\_\_

**APPROVAL RECOMMENDED**

By \_\_\_\_\_ Arla Miller

Date \_\_\_\_\_ 07/15/2022

**APPROVED AS TO LEGAL SUFFICIENCY**

(For funding over \$150,000)

N/A

**EXHIBIT A**

**Project Description and Budget**

**Project Description/Statement of Work**

<b>Project Title: 5339 Morrow County 35339</b>				
<i>Phase II &amp; III Boardman Bus Storage/Transit Facility - Project Management</i>				
<b>P-21-1881-01 Item #1: Storage Facility</b>				
	Total	Grant Amount	Local Match	Match Type(s)
	\$250,000.00	\$200,000.00	\$50,000.00	State Funds
<b>Sub Total</b>	\$250,000.00	\$200,000.00	\$50,000.00	
<b>Grand Total</b>	<b>\$250,000.00</b>	<b>\$200,000.00</b>	<b>\$50,000.00</b>	

**1. PROJECT DESCRIPTION**

*The purpose of this agreement is to fund the project management of phase II. Phase II will provide a shovel ready project for phase III. The transit facility will be located at site to be determined to support the transportation needs of the general public, seniors, and individuals with disabilities.*

*Architecture, Design, Engineering, Planning, and Preparation: Associated services and permits clearly needed to proceed with the project are included in the reimbursable expenses associated with this Agreement.*

*A National Environmental Policy Act environmental assessment may or may not be required for this project. However, a Documented Categorical Exclusion (DCE) worksheet or a waiver to the DCE must be submitted to State, and approved by the Federal Transit Administration, prior to any ground disturbance.*

**2. PROJECT DELIVERABLES, TASKS and SCHEDULE**

*Recipient will submit a site plan and a narrative describing the proposed project, as well as a map or drawing showing placement of any signs, and other structures that will be included in the project.*

*Recipient will hire a professional project manager as part of the project, if current staff does not have experience in managing complex construction projects. Project management costs are eligible for reimbursement in this Agreement.*

*By accepting federal funds, Recipient certifies that the project will meet all Americans with Disabilities Act requirements as set forth in 49 CFR parts 27, 37, and 38.*

**Project Schedule:**

1. Site selection, and purchase of site by county for the transit agency.
2. Project preparation include Architect/Engineering plans and documents in preparation for construction.
3. Project preparation may include:
  - a. Environmental work: either full-blown NEPA Environmental Assessment, etc.; or completion of the Documented Categorical Exclusion Worksheet. Timeline and deliverables are:
  - b. Documentation: Drawings, document design for permitting, bidding, and future construction.
  - c. Identify alternative bid elements for cost control.
  - d. Specifications: Prepare project manual and specifications.
  - e. Permitting: Secure permits from jurisdictions having authority, if construction funding is secured.
  - f. Bidding: Coordinate procurement process as required, if construction funding is secured.
4. Final design of project that is shovel ready for phase III. Final plan which includes site photos, design drawings, etc. to be submitted with final reimbursement request.

*Estimated start date: July 1, 2022*

*Estimated completion date: June 30, 2026*

**3. PROJECT ACCOUNTING, MATCHING FUNDING and SPENDING PLAN**

*In-kind matching funding is allowed for labor and other donated equipment, materials, and services if otherwise allowed and not used as matching funding for any other agreement or contract. In-kind contributions must be documented with the date and value of the contribution. Administration and facility contributions are documented by percentage of contribution directly attributed to the project.*

*Purchases or charges that are otherwise paid for in other agreements or contracts are excluded.*

**4. REPORTING and INVOICING REQUIREMENTS**

*Recipient will request reimbursement for covered expenses incurred during each period as prescribed by State. Copies of invoices must be submitted for all vendor charges. In-house charges must be documented showing time specifically associated with the project. In addition, Recipient must submit a cover letter or summary of the total expenses for work performed with each reimbursement request.*

**EXHIBIT B**  
**FINANCIAL INFORMATION**

The information below will assist auditors to prepare a report in compliance with the requirements of 2 CFR part 200, subpart F.

This Agreement is financed by the funding source indicated below:

<b>Federal Program</b>	<b>Federal Funding Agency</b>	<b>CFDA Number</b>	<b>Total Federal Funding</b>
5100.1	U.S. Department of Transportation Federal Transit Administration 915 Second Avenue, Suite 3142 Seattle, WA 98174	<b>20.526 (5339)</b>	<b>\$200,000.00</b>

<b>Administered By</b> Public Transportation Division 555 13TH ST NE Salem, OR 97301
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## EXHIBIT C

### Insurance Requirements

#### Subagreement Insurance Requirements

##### GENERAL.

Recipient shall require in its first tier subagreements with entities that are not units of local government as defined in ORS 190.003, if any, to: i) obtain insurance specified under TYPES AND AMOUNTS and meeting the requirements under ADDITIONAL INSURED, "TAIL" COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before performance under the subagreement commences, and ii) maintain the insurance in full force throughout the duration of the subagreement. 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 State. Recipient shall not authorize work to begin under subagreements until the insurance is in full force. Thereafter, Recipient shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. Recipient shall incorporate appropriate provisions in the subagreement permitting it to enforce compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. In no event shall Recipient permit work under a subagreement when Recipient is aware that the contractor is not in compliance with the insurance requirements. As used in this section, "first tier" means a subagreement in which the Recipient is a Party.

##### TYPES AND AMOUNTS.

##### WORKERS COMPENSATION.

All employers, including Contractor, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide **Workers' Compensation Insurance** coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). The coverage shall include Employer's Liability Insurance with limits not less than \$500,000 each accident. **Contractor shall require compliance with these requirements in each of its subcontractor contracts.**

##### COMMERCIAL GENERAL LIABILITY.

Commercial General Liability Insurance shall be issued on an occurrence basis covering bodily injury and property damage and shall include personal and advertising injury liability, products and completed operations, and contractual liability coverage. When work to be performed includes operations or activity within 50 feet of any railroad property, bridge, trestle, track, roadbed, tunnel, underpass or crossing, the Contractor shall provide the Contractual Liability - Railroads CG 24 17 endorsement, or equivalent, on the Commercial General Liability policy. Amounts below are a minimum requirement as determined by State:

Coverage shall be written on an occurrence basis in an amount of not less than **\$1,000,000** per occurrence.

Annual aggregate limit shall not be less than **\$2,000,000**.

##### AUTOMOBILE LIABILITY.

Automobile Liability Insurance covering Contractor's business-related automobile use covering all owned, non-owned, or hired vehicles for bodily injury and property. Amount below is a minimum requirement as determined by State:

Coverage shall be written with a combined single limit of not less than **\$1,000,000**.

This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability and Automobile Liability).

**EXCESS/UMBRELLA LIABILITY.**

A combination of primary and Excess/Umbrella Liability Insurance may be used to meet the required limits of insurance.

**ADDITIONAL INSURED.**

The liability insurance coverages, except Professional Liability or Workers' Compensation/Employer's Liability, if included, must include the **"State of Oregon, the Oregon Transportation Commission and the Department of Transportation, and their respective officers, members, agents and employees"** as an **endorsed** Additional Insured but only with respect to the contractor's activities to be performed under the Subagreement. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

Additional Insured Endorsements on the Commercial General Liability shall be written on ISO Form CG 20 10 07 04, or equivalent, with respect to liability arising out of ongoing operations and ISO Form CG 20 37 07 04, or equivalent, with respect to liability arising out of completed operations. Additional Insured Endorsements shall be submitted with the Certificate(s) of Insurance and must be acceptable to the Recipient.

**"TAIL" COVERAGE.**

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

**NOTICE OF CANCELLATION OR CHANGE.**

The contractor or its insurer must provide thirty (30) days' written notice to Recipient before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s). **The Recipient shall immediately notify State of any change in insurance coverage.**

**CERTIFICATE(S) OF INSURANCE.**

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

**Recipient Insurance Requirements**

**GENERAL.**

Recipient shall: i) obtain at the Recipient's expense the insurance specified under TYPES AND AMOUNTS and meeting the requirements under ADDITIONAL INSURED, "TAIL" COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before performance under this Agreement commences, and ii) maintain the insurance in full force and at its own expense throughout the duration of this Agreement. Recipient 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 State. Coverage shall be primary and non-contributory with any other insurance and self-insurance with the exception of Professional Liability and Workers' Compensation. Recipient shall pay for all deductibles, self-insurance retention and self-insurance, if any.

**INSURANCE REQUIREMENT REVIEW.**

Recipient agrees to periodic review of insurance requirements by State under this Agreement and to provide updated requirements as mutually agreed upon by Recipient and State.

**TYPES AND AMOUNTS.**

**WORKERS COMPENSATION.**

All employers, including Recipient, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide Workers' Compensation Insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). The coverage shall include Employers liability insurance with coverage limits of not less than \$500,000 must be included.

**COMMERCIAL GENERAL LIABILITY.**

Commercial General Liability Insurance shall be issued on an occurrence basis covering bodily injury, death, and property damage and shall include personal and advertising injury liability, products and completed operations and contractual liability coverage. When work to be performed includes operations or activity within 50 feet of any railroad property, bridge, trestle, track, roadbed, tunnel, underpass or crossing, the Contractor shall provide the Contractual Liability - Railroads CG 24 17 endorsement, or equivalent, on the Commercial General Liability policy. Commercial General Liability Insurance shall not be less than the following amounts as determined by State:

Coverage shall be written on an occurrence basis in an amount of not less than **\$1,000,000** per occurrence.

Annual aggregate limit shall not be less than **\$2,000,000**.

**AUTOMOBILE LIABILITY.**

Automobile Liability Insurance covering business-related automobile use on all owned, non-owned or hired vehicles for bodily injury and property. Automobile Liability Insurance shall not be less than the following amount as determined by State:

Coverage shall be written with a combined single limit of not less than **\$1,000,000**.

This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability and Automobile Liability).

**EXCESS/UMBRELLA LIABILITY.**

A combination of primary and Excess/Umbrella Liability Insurance may be used to meet the required limits of insurance.

**ADDITIONAL INSURED.**

The liability insurance coverages, except Professional Liability or Workers' Compensation/ Employer's Liability, if included, must include the "**State of Oregon, the Oregon Transportation Commission and the Department of Transportation, and their respective officers, members, agents and employees**" as an **endorsed** Additional Insured but only with respect to the Recipient's activities to be performed under this Agreement. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

Additional Insured Endorsements on the Commercial General Liability shall be written on ISO Form CG 20 10 07 04, or equivalent, with respect to liability arising out of ongoing operations and ISO Form CG 20 37 07 04, or equivalent, with respect to liability arising out of completed operations. Additional Insured Endorsements shall be submitted with the Certificate(s) of Insurance and must be acceptable to the Recipient.

**"TAIL" COVERAGE.**

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

**NOTICE OF CANCELLATION OR CHANGE.**

Recipient or its insurer must provide 30 days' written notice to State before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

**CERTIFICATE(S) OF INSURANCE.**

State shall obtain from Recipient a certificate(s) of insurance for all required insurance before the effective date of this Agreement. The certificate(s) or an attached endorsement must specify: i) all entities and individuals who are endorsed on the policy as Additional Insured and ii) for insurance on a "claims made" basis, the extended reporting period applicable to "tail" or continuous "claims made" coverage.

**STATE ACCEPTANCE.**

All insurance providers are subject to State acceptance. If requested by State, Recipient shall provide complete copies of insurance policies, endorsements, self-insurance documents and related insurance documents to State's representatives responsible for verification of the insurance coverages required under this **Exhibit C**.

## EXHIBIT D

### **Summary of Federal Requirements and Incorporating by Reference Annual List of Certifications and Assurances for FTA Grants and Cooperative Agreements ("Certifications and Assurances") and Federal Transit Administration Master Agreement ("Master Agreement")**

Recipient and Recipient's subrecipient(s), contractor(s), or subcontractor(s), at any tier, if any, must comply with all applicable federal requirements contained in the Certifications and Assurances available at [www.transit.dot.gov](http://www.transit.dot.gov). The Certifications and Assurances, including as they may be changed during the term of this Agreement, are by this reference incorporated herein.

Recipient further agrees to comply with all applicable requirements included in the Master Agreement that is signed and attested to by State. This Master Agreement is incorporated by reference and made part of this Agreement. Said Master Agreement is available upon request from State by calling (503) 986-3300, or at [www.transit.dot.gov](http://www.transit.dot.gov). Without limiting the foregoing, the following is a summary of some requirements applicable to transactions covered by this Agreement and the funds described in Exhibit A:

1. Recipient shall comply with Title VI of the Civil Rights Act of 1964 (78 Stat 252, 42 U.S.C. § 2000d) and the regulations of the United States Department of Transportation (49 CFR 21, Subtitle A). Recipient shall exclude no person on the grounds of race, religion, color, sex, age, national origin, or disability from the benefits of aid received under this Agreement. Recipient will report to State on at least an annual basis the following information: any active lawsuits or complaints, including dates, summary of allegation, status of lawsuit or complaint including whether the Parties entered into a consent decree.
2. Recipient shall comply with FTA regulations in Title 49 CFR 27 Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance which implements the Rehabilitation Act of 1973, as amended, the Americans with Disabilities Act of 1990, 49 CFR 37, and 49 CFR 38.
3. Recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. Recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of USDOT-assisted contracts. Recipient's DBE program, if applicable, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to State of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).
4. Recipient must include the following language in each subagreement Recipient signs with a subcontractor or subrecipient:

*The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The contractor, subrecipient, or subcontractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT-assisted contracts. Failure by the contractor, subrecipient, or subcontractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as Recipient deems appropriate.*

5. Recipient and contractors receiving in excess of \$100,000 in federal funds, other than Indian tribes, must certify to State that they have not and will not use federal funds to pay for influencing or attempting to influence an officer or employee of any federal department or Agency, a member of Congress, or an employee of a member of Congress in connection with obtaining any federal grant, cooperative agreement or any other federal award. If non-federal

funds have been used to support lobbying activities in connection with the Project, Recipient shall complete Standard Form LLL, Disclosure Form to Report Lobbying and submit the form to State at the end of each calendar quarter in which there occurs an event that requires disclosure. Restrictions on lobbying do not apply to influencing policy decisions. Examples of prohibited activities include seeking support for a particular application or bid and seeking a congressional earmark.



**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: Katie Imes  
 Department: Public Transit - The Loop  
 Short Title of Agenda Item: ODOT Agreement #35365 "5339 Discretionary Vehicle Replacement Grant"  
 (No acronyms please)

Date submitted to reviewers: 7/19/2022  
 Requested Agenda Date: 8/10/2022

<b>This Item Involves:</b> (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

<input type="checkbox"/> N/A	<u>Purchase Pre-Authorizations, Contracts &amp; Agreements</u>
Contractor/Entity: Oregon Department of Transportation	
Contractor/Entity Address: 355 Capitol St. N.E. Salem, OR 97301-3871	
Effective Dates – From: July 1, 2022	Through: June 30, 2025
Total Contract Amount: 60,000	Budget Line: 504
Does the contract amount exceed \$5,000? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

Reviewed By:

_____	Department Director	Required for all BOC meetings
DATE		
_____	Administrator	Required for all BOC meetings
DATE		
Justin Nelson - via email    8/5/2022	County Counsel	*Required for all legal documents
DATE		
Kevin Ince - via email    7/21/2022	Finance Office	*Required for all contracts; other items as appropriate.
DATE		
_____	Human Resources	*If appropriate
DATE		

\*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)**

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

**Project Description:**

This grant will allow the purchase of one (1) ADA transit vehicle, estimated number of seats is five with one ADA securement station.

This vehicle will replace the 2016/Dodge/Caravan; VIN:2CRDGCG7GR134906. The 2016 Dodge Caravan has reached its useful life according to the Oregon Public Transit Division's "Useful Life Standards" which is four years or 100,000 miles for minivans.

MCPT will prepare a request for quotes through the Oregon State Price Agreement for this purchase.

**2. FISCAL IMPACT:**

Revenue to budget 504 - FEDERAL FUNDS for \$53,838. Match from budget 225- VEHICLE RESERVE for \$6,162.

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

Motion to approve and sign agreement #35365 with the Oregon Department of Transportation effective July 1, 2022 through June 30, 2025.

Attach additional background documentation as needed.

PUBLIC TRANSPORTATION DIVISION  
OREGON DEPARTMENT OF TRANSPORTATION

This Agreement is made and entered into by and between the **State of Oregon**, acting by and through its Department of Transportation, Public Transportation Division, hereinafter referred to as "State," and **Morrow County**, hereinafter referred to as "Recipient," and collectively referred to as the "Parties."

**AGREEMENT**

1. **Effective Date.** This Agreement shall become effective on the later of **July 1, 2022** or the date when this Agreement is fully executed and approved as required by applicable law. Unless otherwise terminated or extended, Grant Funds under this Agreement shall be available for Project Costs incurred on or before **June 30, 2025** (the "Expiration Date"). No Grant Funds are available for any expenditures after the Expiration Date. State's obligation to disburse Grant Funds under this Agreement shall end as provided in Section 10 of this Agreement.
2. **Agreement Documents.** This Agreement consists of this document and the following documents, all of which are attached hereto and incorporated herein by reference:

**Exhibit A: Project Description and Budget**

**Exhibit B: Financial Information**

**Exhibit C: Subagreement Insurance Requirements and Recipient Insurance Requirements**

**Exhibit D: Summary of Federal Requirements, incorporating by reference Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements ("Certifications and Assurances") and Federal Transit Administration Master Agreement**

**Exhibit E: Information required by 2 CFR 200.332(a), may be accessed at <https://www.oregon.gov/odot/RPTD/Pages/index.aspx>, Oregon Public Transit Information System (OPTIS), as the information becomes available**

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 each of the documents comprising this Agreement is as follows, listed from highest precedence to lowest precedence: Exhibit D; Exhibit E; this Agreement without Exhibits; Exhibit A; Exhibit B; Exhibit C.

3. **Project Cost; Grant Funds; Match.** The total project cost is estimated at **\$60,000.00**. In accordance with the terms and conditions of this Agreement, State shall provide Recipient an amount not to exceed **\$53,838.00** (the "Grant Funds") for eligible costs described in Section 6.a. hereof. Recipient shall provide matching funds for all Project Costs as described in Exhibit A. Recipient will be responsible for all Project Costs not covered by the Grant Funds.
4. **Project.** The Grant Funds shall be used solely for the project described in Exhibit A (the "Project") and shall not be used for any other purpose. No Grant Funds will be disbursed for any changes to the Project unless such changes are approved by State by amendment pursuant to Section 11.a hereof.
5. **Progress Reports.** Recipient shall submit quarterly progress reports to State no later than 45 days after the close of each quarterly reporting period. Reporting periods are July through September, October through December, January through March, and April through June. Reports must be in a format acceptable to State and must be entered into the Oregon Public Transit Information System (OPTIS), which may be accessed at <https://www.oregon.gov/odot/RPTD/Pages/index.aspx>. If Recipient is unable to access OPTIS, reports must be sent to [ODOTPTDReporting@odot.state.or.us](mailto:ODOTPTDReporting@odot.state.or.us). Reports shall include a statement of revenues and expenditures for each quarter, including documentation of local match contributions and expenditures. State reserves the right to request such additional information as may be

necessary to comply with federal or state reporting requirements.

**6. Disbursement and Recovery of Grant Funds.**

- a. **Disbursement Generally.** State shall reimburse eligible costs incurred in carrying out the Project, up to the Grant Funds amount provided in Section 3. Reimbursements shall be made by State within 30 days of State's approval of a request for reimbursement from Recipient using a format that is acceptable to State. Requests for reimbursement must be entered into OPTIS or sent to ODOTPTDReporting@odot.state.or.us. Eligible costs are the reasonable and necessary costs incurred by Recipient, or under a subagreement described in Section 9 of this Agreement, in performance of the Project and that are not excluded from reimbursement by State, either by this Agreement or by exclusion as a result of financial review or audit.
- b. **Conditions Precedent to Disbursement.** State's obligation to disburse Grant Funds to Recipient is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:
  - i. State has received funding, appropriations, limitations, allotments or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to make the disbursement.
  - ii. Recipient is in compliance with the terms of this Agreement including, without limitation, Exhibit D and the requirements incorporated by reference in Exhibit D.
  - iii. Recipient's representations and warranties set forth in Section 7 hereof are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.
  - iv. Recipient has provided to State a request for reimbursement using a format that is acceptable to and approved by State. Recipient must submit its final request for reimbursement following completion of the Project and no later than 60 days after the Expiration Date. Failure to submit the final request for reimbursement within 60 days after the Expiration Date could result in non-payment.
- c. **Recovery of Grant Funds.**
  - i. **Recovery of Misexpended Funds or Nonexpended Funds.** Any Grant Funds disbursed to Recipient under this Agreement that are either (i) disbursed but unexpended as of the Expiration Date ("Unexpended Funds") or (ii) expended in violation or contravention of one or more of the provisions of this Agreement ("Misexpended Funds") must be returned to State. Recipient shall return all Misexpended Funds to State no later than 15 days after State's written demand. Recipient shall return all Unexpended Funds to State within 15 days after the earlier of expiration or termination of this Agreement.
  - ii. **Recovery of Funds upon Termination.** If this Agreement is terminated under either Section 10(a)(i) or Section 10(a)(v) below, Recipient shall return to State all funds disbursed to Recipient within 15 days after State's written demand for the same.

**7. Representations and Warranties of Recipient.** Recipient represents and warrants to State as follows:

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

of this Agreement.

- b. **Binding Obligation.** This Agreement has been duly executed and delivered by Recipient and constitutes a legal, valid and binding obligation of Recipient, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.
- c. **No Solicitation.** Recipient's officers, employees, and agents shall neither solicit nor accept gratuities, favors, or any item of monetary value from contractors, potential contractors, or parties to subagreements, except as permitted by applicable law. No member or delegate to the Congress of the United States or State of Oregon employee shall be admitted to any share or part of this Agreement or any benefit arising therefrom.
- d. **No Debarment.** Neither Recipient nor its principals is presently debarred, suspended, or voluntarily excluded from this federally-assisted transaction, or proposed for debarment, declared ineligible or voluntarily excluded from participating in this Agreement by any state or federal agency. Recipient agrees to notify State immediately if it is debarred, suspended or otherwise excluded from this federally-assisted transaction for any reason or if circumstances change that may affect this status, including without limitation upon any relevant indictments or convictions of crimes.

The warranties set in this section are in addition to, and not in lieu of, any other warranties set forth in this Agreement or implied by law.

**8. Records Maintenance and Access; Audit.**

- a. **Records, Access to Records and Facilities.** Recipient shall make and retain proper and complete books of record and account and maintain all fiscal records related to this Agreement and the Project in accordance with all applicable generally accepted accounting principles, generally accepted governmental auditing standards and state minimum standards for audits of municipal corporations. Recipient shall require that each of its subrecipients and subcontractors complies with these requirements. State, the Secretary of State of the State of Oregon (Secretary), the United States Department of Transportation (USDOT), the Federal Transit Administration (FTA) and their duly authorized representatives shall have access to the books, documents, papers and records of Recipient that are directly related to this Agreement, the funds provided hereunder, or the Project for the purpose of making audits and examinations. In addition, State, the Secretary, USDOT, FTA and their duly authorized representatives may make and retain excerpts, copies, and transcriptions of the foregoing books, documents, papers, and records. Recipient shall permit authorized representatives of State, the Secretary, USDOT and FTA to perform site reviews of the Project, and to inspect all vehicles, real property, facilities and equipment purchased by Recipient as part of the Project, and any transportation services rendered by Recipient.
- b. **Retention of Records.** Recipient shall retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement, including, without limitation, records relating to capital assets funded by this Agreement, the Grant Funds or the Project for a minimum of six (6) years, or such longer period as may be required by other provisions of this Agreement or applicable law, following the Expiration Date. If there are unresolved audit questions at the end of the six-year period, Recipient shall retain the records until the questions are resolved.
- c. **Expenditure Records.** Recipient shall document the expenditure of all Grant Funds disbursed by State under this Agreement. Recipient shall create and maintain all expenditure records in accordance with generally accepted accounting principles and in sufficient detail to permit State to verify how the Grant Funds were expended.
- d. **Audit Requirements.**
  - i. Recipients receiving federal funds in excess of \$750,000 are subject to audit conducted in accordance with the provisions of 2 CFR part 200, subpart F. Recipient, if subject to this requirement, shall at Recipient's own expense submit to State, Public Transportation Division, 555 13th Street NE, Suite 3, Salem, Oregon, 97301-4179 or to [ODOTPTDReporting@odot.state.or.us](mailto:ODOTPTDReporting@odot.state.or.us), a copy of, or electronic link to, its annual audit subject to this requirement covering the funds expended under this Agreement and shall submit or cause to be submitted, the annual audit



of any subrecipient(s), contractor(s), or subcontractor(s) of Recipient responsible for the financial management of funds received under this Agreement.

- ii. Recipient shall indemnify, save, protect and hold harmless State from the cost of any audits or special investigations performed by the Secretary with respect to the funds expended under this Agreement. Recipient acknowledges and agrees that any audit costs incurred by Recipient as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between Recipient and State.

This Section 8 shall survive any expiration or termination of this Agreement.

## 9. Recipient Subagreements and Procurements

- a. **Subagreements.** Recipient may enter into agreements with sub-recipients, contractors or subcontractors (collectively, "subagreements") for performance of the Project.
  - i. All subagreements must be in writing executed by Recipient and must incorporate and pass through all of the applicable requirements of this Agreement to the other party or parties to the subagreement(s). Use of a subagreement does not relieve Recipient of its responsibilities under this Agreement.
  - ii. Recipient shall require all of its contractors performing work under this Agreement to name State as a third-party beneficiary of Recipient's subagreement with the contractor and to name State as an additional or "dual" obligee on contractors' payment and performance bonds.
  - iii. Recipient shall provide State with a copy of any signed subagreement, as well as any other purchasing or contracting documentation, upon request by State. This paragraph 9.a.iii. shall survive expiration or termination of this Agreement.
  - iv. Recipient must report to State any material breach of a term or condition of a subagreement within ten (10) days of Recipient discovering the breach.
- b. Recipient shall review the *Best Practices Procurement Manual*, a technical assistance manual prepared by the FTA, available on the FTA website: [www.fta.dot.gov/grants/13054\\_6037.html](http://www.fta.dot.gov/grants/13054_6037.html)
- c. **Subagreement indemnity; insurance**
  - i. ***Recipient's subagreement(s) shall require the other party to such subagreements(s) that is not a unit of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless State and its officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the other party to Recipient's subagreement or any of such party's officers, agents, employees or subcontractors ("Claims"). It is the specific intention of the Parties that the State shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the State, be indemnified by the other party to Recipient's subagreement(s) from and against any and all Claims.***
  - ii. **Any such indemnification shall also provide that neither Recipient's subrecipient(s), contractor(s) nor subcontractor(s) (collectively "Subrecipients"), nor any attorney engaged by Recipient's Subrecipient(s), shall defend any claim in the name of the State or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State may, at any time at its election, assume its own defense and settlement in the event that it determines that Recipient's Subrecipient is prohibited from defending State or that Recipient's Subrecipient is not adequately defending State's interests, or that an important governmental principle is at issue or that it is in the best interests of State to do so. State reserves all rights to**

**pursue claims it may have against Recipient's Subrecipient if State elects to assume its own defense.**

- iii. Recipient shall require the other party, or parties, to each of its subagreements that are not units of local government as defined in ORS 190.003 to obtain and maintain insurance requirements provided in Exhibit C to this Agreement. Recipient may specify insurance requirements of its contractor(s) above the minimum insurance requirements specified in Exhibit C. Recipient shall verify its contractor(s) meet the insurance requirements in Exhibit C.
- d. **Procurements.** Recipient shall make purchases of any equipment, materials, or services for the Project under procedures that comply with Oregon law, as applicable, including all applicable provisions of the Oregon Public Contracting Code and rules, and in conformance to FTA Circular 4220.1F, Third Party Contracting Requirements including:
  - i. All applicable clauses required by federal statute, executive orders and their implementing regulations are included in each competitive procurement;
  - ii. All procurement transactions are conducted in a manner providing full and open competition;
  - iii. Procurements exclude the use of statutorily or administratively imposed in-state or geographic preference in the evaluation of bids or proposals (with exception of locally controlled licensing requirements);
  - iv. Construction, architectural and engineering procurements are based on Brooks Act procedures unless the procurement is subject to ORS 279C.100 to 279C.125.
- e. **Additional requirements**
  - i. Recipient shall comply with 49 CFR sections 37.77(c) and 37.105 regarding "Certification of Equivalent Service" when purchasing vehicles under this Agreement. If non-accessible vehicles, as defined by the Americans with Disabilities Act, are being purchased for use by a public entity in demand responsive service for the general public, Recipient will certify to State at the time of applying for a project that, when viewed in its entirety, the demand responsive service offered to persons with disabilities, including persons who use wheelchairs, meets the standard of equivalent service.
  - ii. Recipient shall comply with 49 CFR 663 regarding pre-award and post-delivery reviews. Every Recipient purchasing rolling stock or facilities under this Agreement must certify to State that a pre-award and post-delivery review has been conducted in accordance with ODOT requirements. This review ensures compliance to bid specifications including, but not limited to, FTA requirements, State requirements, and Federal Motor Carrier Safety Standards, as applicable to the type of project. Each Recipient's certification must include assurance that required documents have been received from manufacturers or vendors of products, or from both, and that Recipient possesses such documents. Acceptable certification forms are available from State. Recipient must provide certification forms to State when reimbursement is requested for vehicles. For facilities projects, Recipient must provide pre-award certifications to State at time of first payment, and post-delivery certifications upon completion of the post-delivery review, and in no event later than with Recipient's request for final payment.
  - iii. Recipient shall comply with 49 CFR 604 in the provision of any charter service provided with vehicles, facilities, or equipment acquired with FTA assistance under this Agreement.
  - iv. Recipient shall submit an annual vehicle inspection report to State for any vehicle purchased under this Agreement. Vehicle inspections shall be conducted by a vehicle maintenance technician certified by a nationally recognized organization in the field of vehicle service and maintenance. Reports covering required areas of inspection shall be submitted on forms provided by State.
  - v. All drivers of vehicles purchased with FTA funds under this Agreement must complete a standard defensive driving course before operating an FTA-funded vehicle, and are advised to complete a standard defensive driving course before

operating a State-funded vehicle.

- vi. Recipient shall maintain all vehicles, equipment, and facilities purchased under this Agreement in good condition per manufacturer's recommendations. Recipients are required to develop preventive maintenance plans for all rolling stock and facilities and to provide the plans to State upon request.
  - vii. Recipient shall be the owner of the property for facility construction projects and of vehicles purchased under this Agreement. Such ownership shall be recorded on real property deeds for facility construction projects and on vehicle titles. If Recipient contracts the operation of vehicles to a third party, then the third party may be shown as the owner or lessee with Recipient listed as the second security interest holder or lessor. In all cases, Oregon Department of Transportation, Public Transportation Division shall be shown as the first security interest holder on vehicle titles. If Recipient fails to show Oregon Department of Transportation, Public Transportation Division as the first security interest holder, Recipient shall pay any expenses to re-submit the necessary documents to Oregon Department of Transportation, Driver and Motor Vehicle Services (DMV). If a vehicle is damaged or destroyed at any time when Recipient fails to show Oregon Department of Transportation, Public Transportation Division, as the first security interest holder, Recipient shall be liable to State for any damage in an amount in the same manner as if Oregon Department of Transportation, Public Transportation Division, were shown as the first security interest holder.
  - viii. Recipient shall bear the cost of insuring assets purchased under this Agreement.
  - ix. Recipient shall file a restrictive covenant with the property deed for all construction projects and purchases of real estate, with the exception of passenger shelters, amenities, and right-of-way infrastructure improvements. The restrictive covenant will limit the use of the building and property to the stated purpose specified in the statement of work associated with this Agreement.
  - x. Recipient shall complete all purchases, including installation, and all construction of capital assets funded under this Agreement prior to the Expiration Date of this Agreement. If local circumstances prevent purchase, installation, or construction by the specified date, Recipient will notify State in writing of the circumstances regarding the delay. Such notification must be received at least forty-five (45) days prior to the expiration of the Agreement. Agreement amendment for time will be considered in extenuating circumstances.
- f. **Conflict of Interest.** Recipient's public officials shall comply with Oregon's government ethics laws, ORS 244.010 et seq., as those laws may be subsequently amended.

#### 10. Termination

- a. **Termination by State.** State may terminate this Agreement effective upon delivery of written notice of termination to Recipient, or at such later date as may be established by State in such written notice, if:
  - i. Recipient fails to perform the Project within the time specified herein or any extension thereof or commencement, continuation or timely completion of the Project by Recipient is, for any reason, rendered improbable, impossible, or illegal; or
  - ii. State fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement; or
  - iii. Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement; or
  - iv. The Project would not produce results commensurate with the further expenditure of funds; or
  - v. Recipient takes any action pertaining to this Agreement without the approval of State and which under the provisions of this Agreement would have required the

approval of State.

- b. **Termination by Recipient.** Recipient may terminate this Agreement effective upon delivery of written notice of termination to State, or at such later date as may be established by Recipient in such written notice, if:
  - i. The requisite local funding to continue the Project becomes unavailable to Recipient; or
  - ii. Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement.
- c. **Termination by Either Party.** Either Party may terminate this Agreement upon at least ten days' notice to the other Party and failure of the other Party to cure within the period provided in the notice, if the other Party fails to comply with any of the terms of this Agreement.

#### 11. General Provisions

- a. **Amendments.** This Agreement may be amended or extended only by a written instrument signed by both Parties and approved as required by applicable law.
- b. **Contribution.**
  - i. 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 State or Recipient with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.
  - ii. Except as otherwise provided in Paragraph 11.c below, with respect to a Third Party Claim for which State is jointly liable with Recipient (or would be if joined in the Third Party Claim ), 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 Recipient in such proportion as is appropriate to reflect the relative fault of the State on the one hand and of the Recipient 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 State on the one hand and of Recipient 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. State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if State had sole liability in the proceeding.
  - iii. Except as otherwise provided in Paragraph 11.c below, with respect to a Third Party Claim for which Recipient is jointly liable with State (or would be if joined in the Third Party Claim), Recipient 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 State in such proportion as is appropriate to reflect the relative fault of Recipient on the one hand and of 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 Recipient on the one hand and of 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. Recipient's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.

**c. Indemnification.**

- i. Subject to any limitations imposed by State law and the Oregon Constitution, Recipient agrees to the following contract-related indemnification for all projects authorized under this Agreement:
- ii. Where Recipient contracts for services or performs project management for a project, Recipient shall accept all responsibility, defend lawsuits, indemnify, and hold State harmless, for all contract-related claims and suits. This includes but is not limited to all contract claims or suits brought by any contractor, whether arising out of the contractor's work, Recipient's supervision of any individual project or contract, or Recipient's failure to comply with the terms of this Agreement.

Sections 11.b and 11.c shall survive termination of this Agreement.

**d. Insurance.** Recipient shall meet the insurance requirements within Exhibit C.

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

**f. Responsibility for Grant Funds.** Any recipient of Grant Funds, pursuant to this Agreement with State, shall assume sole liability for that recipient's breach of the conditions of this Agreement, and shall, upon recipient's breach of conditions that requires State to return funds to the FTA, hold harmless and indemnify State for an amount equal to the funds received under this Agreement; or if legal limitations apply to the indemnification ability of the recipient of Grant Funds, the indemnification amount shall be the maximum amount of funds available for expenditure, including any available contingency funds or other available non-appropriated funds, up to the amount received under this Agreement.

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

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

Recipient acknowledges and agrees that the Federal Government, absent express written consent by the Federal Government, is not a party to this Agreement and shall not be subject to any obligations or liabilities to the Recipient, contractor or any other party (whether or not a party to the Agreement) pertaining to any matter resulting from the this Agreement.

**i. Notices.** Except as otherwise expressly provided in this Agreement, any communications between the Parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, email, or mailing the same, postage prepaid, to Recipient Contact or State Contact at the address or number set forth on the signature page of this Agreement, or to such other addresses or numbers as either Party may hereafter indicate pursuant to this subsection. Any communication or notice personally delivered shall be deemed to be given when actually delivered. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine, and to be effective against State, such facsimile transmission must be confirmed by telephone notice to State Contact. Any communication by email shall be deemed to be given when the

recipient of the email acknowledges receipt of the email. Any communication or notice mailed shall be deemed to be given when received.

- j. **Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between State (or any other agency or department of the State of Oregon) and Recipient that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County in the State of Oregon. In no event shall this section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. EACH PARTY HEREBY CONSENTS TO THE EXCLUSIVE JURISDICTION OF SUCH COURT, WAIVES ANY OBJECTION TO VENUE, AND WAIVES ANY CLAIM THAT SUCH FORUM IS AN INCONVENIENT FORUM.
- k. **Compliance with Law.** Recipient shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to the implementation of the Project, as applicable to Recipient, including without limitation as described in Exhibit D. Without limiting the generality of the foregoing, Recipient expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.
- l. **Independent Contractor.** Recipient shall perform the Project as an independent contractor and not as an agent or employee of State. Recipient has no right or authority to incur or create any obligation for or legally bind State in any way. State cannot and will not control the means or manner by which Recipient performs the Project, except as specifically set forth in this Agreement. Recipient is responsible for determining the appropriate means and manner of performing the Project. Recipient acknowledges and agrees that Recipient is not an "officer", "employee", or "agent" of State, as those terms are used in ORS 30.265, and shall not make representations to third parties to the contrary.
- m. **Severability.** If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.
- n. **Counterparts.** This Agreement may be executed in two or more counterparts (by facsimile or otherwise), each of which is an original and all of which together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.
- o. **Integration and Waiver.** This Agreement, including all Exhibits, constitutes the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. The delay or failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by that Party of that or any other provision. Recipient, by the signature below of its authorized representative, hereby acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.
- p. **Survival.** The following provisions survive termination of this Agreement: Sections 6.c., 8 and 11.

**The Parties**, by execution of this Agreement, hereby acknowledge that each Party has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

The Oregon Transportation Commission on October 20, 2010, approved Delegation Order Number OTC-01, which authorizes the Director of the Oregon Department of Transportation to administer programs related to public transit.

On March 1, 2012, the Director approved Delegation Order Number DIR-04, which delegates the authority to approve this Agreement to the Public Transportation Division Administrator.

**SIGNATURE PAGE TO FOLLOW**

**Morrow County**, by and through its

By \_\_\_\_\_  
(Legally designated representative)

Name \_\_\_\_\_  
(printed)

Date \_\_\_\_\_

By \_\_\_\_\_

Name \_\_\_\_\_  
(printed)

By \_\_\_\_\_

Name \_\_\_\_\_  
(printed)

**APPROVED AS TO LEGAL SUFFICIENCY**

(If required in local process)

By \_\_\_\_\_  
Recipient's Legal Counsel

Date \_\_\_\_\_

**Recipient Contact:**

Katie Imes  
PO Box 495  
Heppner, OR 97836  
1 (541) 676-5667  
kimes@co.morrow.or.us

**State Contact:**

Arla Miller  
555 13TH ST NE  
Salem, OR 97301  
1 (503) 949-5415  
Arla.MILLER@odot.state.or.us

**Signed Agreement Return Address: ODOTPTDReporting@odot.state.or.us**

**State of Oregon**, by and through its  
Department of Transportation

By \_\_\_\_\_  
Karyn Criswell  
Public Transportation Division Administrator

Date \_\_\_\_\_

**APPROVAL RECOMMENDED**

By \_\_\_\_\_ Arla Miller

Date \_\_\_\_\_ 07/15/2022

**APPROVED AS TO LEGAL SUFFICIENCY**

(For funding over \$150,000)

N/A



**EXHIBIT A**

**Project Description and Budget**

**Project Description/Statement of Work**

<b>Project Title: Disc Veh Replacement Morrow County 35365</b>				
<i>Purchase of one ADA minivan (one Category E3 van with 5/1 ambulatory to ADA configurations) to deliver service in and around Morrow County.</i>				
<b>P-21-1854-01 Item #1: Vans</b>				
	Total	Grant Amount	Local Match	Match Type(s)
	\$60,000.00	\$53,838.00	\$6,162.00	Local
<b>Sub Total</b>	\$60,000.00	\$53,838.00	\$6,162.00	
<b>Grand Total</b>	<b>\$60,000.00</b>	<b>\$53,838.00</b>	<b>\$6,162.00</b>	

**1. PROJECT DESCRIPTION**

*Purchase 1 transit vehicle as follows: useful life: 4 years and 100,000 miles; approximate length: 20 feet; estimated number of seats: 5; estimated number of ADA securement stations: 1; fuel type: gasoline.*

*Purchase includes all equipment and supplies necessary to put the vehicle into service.*

*The following vehicle has been approved for replacement in this Agreement:*

1. V001631; 2016/Dodge/Caravan; 2C4RDGCG7GR134906.

**2. PROJECT DELIVERABLES, SCHEDULE and USE**

*All purchases and installations must be completed prior to the expiration date of this Agreement.*

*Expected order date: August 1, 2022.  
 Expected delivery date: June 30, 2025.*

*For vehicles procured using State Price Agreement contracts managed by the Oregon Department of Administrative Services, all vehicle orders will be reviewed and approved by State prior to submission to selected vendor. State is responsible for submitting vehicle orders to selected vendor. If Recipient does not purchase from the State Price Agreement contracts managed by the Oregon Department of Administrative Services, Requests for Proposals to procure the vehicles must be reviewed by State prior to solicitation for bids. All vehicle orders will be reviewed by State prior to submission to the selected vendor.*

*This Agreement provides funding to purchase a passenger transportation vehicle to be used to provide public transportation service. Public transportation service is defined as service to the general public or special populations such as seniors and individuals with disabilities. Recipient may use the vehicle to coordinate public and human service transportation services with other agencies. Recipient will not lease the vehicle to another agency without the permission of State.*

*State will retain title to the vehicle as primary security interest holder as long as the vehicle remains in public transportation service. Recipient must request permission from State to release title for disposal when planning to sell or transfer a vehicle which has exceeded the minimum useful standard for age or mileage, and must notify State when actual disposal has been completed. Recipient must request permission from State in advance to transfer or otherwise dispose of a vehicle prior to its meeting federal useful life standards. Recipient must request permission from State to release title for changes.*

*Recipient will create and maintain a vehicle maintenance plan that utilizes the original equipment manufacturer (OEM) maintenance requirements for each vehicle and meets FTA transit asset*

*management requirements in 49 CFR 625. Recipient will follow the plan to ensure each vehicle is maintained in a state of good repair. Recipient will provide State a copy of the maintenance plan upon request.*

### **3. PROJECT ACCOUNTING and MATCHING FUNDING**

*Eligible expenses that may be charged to this Agreement include grant administration, the cost of the procurement process, delivery charges and post-delivery inspections. Aftermarket equipment, graphics and other items directly associated with these vehicles and required to put the vehicle into service are eligible. Purchase of an extended warranty is an eligible expense; however, the eligible warranty shall not exceed the defined useful life of the vehicles. Licensing and other post-delivery expenses are not eligible for reimbursement.*

*Recipient will provide matching funding from non-federal source(s). Sources of funding that may be used as matching funding for this Agreement include Special Transportation Formula Funds, local funds, service contract revenue, advertisement income, other earned income, cash donations, and other verifiable in-kind contributions that are integral to the project budget. Recipient may not use passenger fares as matching funding.*

*Recipient will subtract income from fares, tickets, and passes whether pre-paid or post-paid, from the gross operating expenses of the service. Under this Agreement, State will bear the sum remaining after the amount of Recipient's required share of local matching funds is subtracted from the total project expenses. Recipient may not count the same costs twice if they have multiple agreements for which these costs may be eligible.*

### **4. REPORTING and INVOICING REQUIREMENTS**

*Recipient will provide reporting information as prescribed by State on the vehicles purchased under this Agreement as long as the vehicle remains in public transportation service. Recipient will submit a request for reimbursement in a format provided by State. Reimbursement requests must include the following: a cover letter and copies of all invoices associated with expenses identified for reimbursement. Pre-award and post-delivery certification forms documenting compliance to Altoona bus testing, Federal Motor Vehicle Safety Standards, Buy America, and Disadvantaged Business Enterprise requirements.*

**EXHIBIT B**  
**FINANCIAL INFORMATION**

The information below will assist auditors to prepare a report in compliance with the requirements of 2 CFR part 200, subpart F.

This Agreement is financed by the funding source indicated below:

<b>Federal Program</b>	<b>Federal Funding Agency</b>	<b>CFDA Number</b>	<b>Total Federal Funding</b>
49 U.S.C. 5311	U.S. Department of Transportation Federal Transit Administration 915 Second Avenue, Suite 3142 Seattle, WA 98174	<b>20.509 (5311)</b>	<b>\$53,838.00</b>

<b>Administered By</b> Public Transportation Division 555 13TH ST NE Salem, OR 97301
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## EXHIBIT C

### Insurance Requirements

#### Subagreement Insurance Requirements

##### GENERAL.

Recipient shall require in its first tier subagreements with entities that are not units of local government as defined in ORS 190.003, if any, to: i) obtain insurance specified under TYPES AND AMOUNTS and meeting the requirements under ADDITIONAL INSURED, "TAIL" COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before performance under the subagreement commences, and ii) maintain the insurance in full force throughout the duration of the subagreement. 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 State. Recipient shall not authorize work to begin under subagreements until the insurance is in full force. Thereafter, Recipient shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. Recipient shall incorporate appropriate provisions in the subagreement permitting it to enforce compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. In no event shall Recipient permit work under a subagreement when Recipient is aware that the contractor is not in compliance with the insurance requirements. As used in this section, "first tier" means a subagreement in which the Recipient is a Party.

##### TYPES AND AMOUNTS.

##### WORKERS COMPENSATION.

All employers, including Contractor, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide **Workers' Compensation Insurance** coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). The coverage shall include Employer's Liability Insurance with limits not less than \$500,000 each accident. **Contractor shall require compliance with these requirements in each of its subcontractor contracts.**

##### COMMERCIAL GENERAL LIABILITY.

Commercial General Liability Insurance shall be issued on an occurrence basis covering bodily injury and property damage and shall include personal and advertising injury liability, products and completed operations, and contractual liability coverage. When work to be performed includes operations or activity within 50 feet of any railroad property, bridge, trestle, track, roadbed, tunnel, underpass or crossing, the Contractor shall provide the Contractual Liability - Railroads CG 24 17 endorsement, or equivalent, on the Commercial General Liability policy. Amounts below are a minimum requirement as determined by State:

Coverage shall be written on an occurrence basis in an amount of not less than **\$1,000,000** per occurrence.

Annual aggregate limit shall not be less than **\$2,000,000**.

##### AUTOMOBILE LIABILITY.

Automobile Liability Insurance covering Contractor's business-related automobile use covering all owned, non-owned, or hired vehicles for bodily injury and property. Amount below is a minimum requirement as determined by State:

Coverage shall be written with a combined single limit of not less than **\$1,000,000**.

This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability and Automobile Liability).

**EXCESS/UMBRELLA LIABILITY.**

A combination of primary and Excess/Umbrella Liability Insurance may be used to meet the required limits of insurance.

**ADDITIONAL INSURED.**

The liability insurance coverages, except Professional Liability or Workers' Compensation/Employer's Liability, if included, must include the **"State of Oregon, the Oregon Transportation Commission and the Department of Transportation, and their respective officers, members, agents and employees"** as an **endorsed** Additional Insured but only with respect to the contractor's activities to be performed under the Subagreement. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

Additional Insured Endorsements on the Commercial General Liability shall be written on ISO Form CG 20 10 07 04, or equivalent, with respect to liability arising out of ongoing operations and ISO Form CG 20 37 07 04, or equivalent, with respect to liability arising out of completed operations. Additional Insured Endorsements shall be submitted with the Certificate(s) of Insurance and must be acceptable to the Recipient.

**"TAIL" COVERAGE.**

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

**NOTICE OF CANCELLATION OR CHANGE.**

The contractor or its insurer must provide thirty (30) days' written notice to Recipient before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s). **The Recipient shall immediately notify State of any change in insurance coverage.**

**CERTIFICATE(S) OF INSURANCE.**

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

**Recipient Insurance Requirements**

**GENERAL.**

Recipient shall: i) obtain at the Recipient's expense the insurance specified under TYPES AND AMOUNTS and meeting the requirements under ADDITIONAL INSURED, "TAIL" COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before performance under this Agreement commences, and ii) maintain the insurance in full force and at its own expense throughout the duration of this Agreement. Recipient 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 State. Coverage shall be primary and non-contributory with any other insurance and self-insurance with the exception of Professional Liability and Workers' Compensation. Recipient shall pay for all deductibles, self-insurance retention and self-insurance, if any.

**INSURANCE REQUIREMENT REVIEW.**

Recipient agrees to periodic review of insurance requirements by State under this Agreement and to provide updated requirements as mutually agreed upon by Recipient and State.

**TYPES AND AMOUNTS.**

**WORKERS COMPENSATION.**

All employers, including Recipient, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide **Workers' Compensation Insurance** coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). The coverage shall include Employers liability insurance with coverage limits of not less than \$500,000 must be included.

**COMMERCIAL GENERAL LIABILITY.**

Commercial General Liability Insurance shall be issued on an occurrence basis covering bodily injury, death, and property damage and shall include personal and advertising injury liability, products and completed operations and contractual liability coverage. When work to be performed includes operations or activity within 50 feet of any railroad property, bridge, trestle, track, roadbed, tunnel, underpass or crossing, the Contractor shall provide the Contractual Liability - Railroads CG 24 17 endorsement, or equivalent, on the Commercial General Liability policy. Commercial General Liability Insurance shall not be less than the following amounts as determined by State:

Coverage shall be written on an occurrence basis in an amount of not less than **\$1,000,000** per occurrence.

Annual aggregate limit shall not be less than **\$2,000,000**.

**AUTOMOBILE LIABILITY.**

Automobile Liability Insurance covering business-related automobile use on all owned, non-owned or hired vehicles for bodily injury and property. Automobile Liability Insurance shall not be less than the following amount as determined by State:

Coverage shall be written with a combined single limit of not less than **\$1,000,000**.

This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability and Automobile Liability).

**EXCESS/UMBRELLA LIABILITY.**

A combination of primary and Excess/Umbrella Liability Insurance may be used to meet the required limits of insurance.

**ADDITIONAL INSURED.**

The liability insurance coverages, except Professional Liability or Workers' Compensation/Employer's Liability, if included, must include the **"State of Oregon, the Oregon Transportation Commission and the Department of Transportation, and their respective officers, members, agents and employees"** as an **endorsed** Additional Insured but only with respect to the Recipient's activities to be performed under this Agreement. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

Additional Insured Endorsements on the Commercial General Liability shall be written on ISO Form CG 20 10 07 04, or equivalent, with respect to liability arising out of ongoing operations and ISO Form CG 20 37 07 04, or equivalent, with respect to liability arising out of completed operations. Additional Insured Endorsements shall be submitted with the Certificate(s) of Insurance and must be acceptable to the Recipient.

**"TAIL" COVERAGE.**

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

**NOTICE OF CANCELLATION OR CHANGE.**

Recipient or its insurer must provide 30 days' written notice to State before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

**CERTIFICATE(S) OF INSURANCE.**

State shall obtain from Recipient a certificate(s) of insurance for all required insurance before the effective date of this Agreement. The certificate(s) or an attached endorsement must specify: i) all entities and individuals who are endorsed on the policy as Additional Insured and ii) for insurance on a "claims made" basis, the extended reporting period applicable to "tail" or continuous "claims made" coverage.

**STATE ACCEPTANCE.**

All insurance providers are subject to State acceptance. If requested by State, Recipient shall provide complete copies of insurance policies, endorsements, self-insurance documents and related insurance documents to State's representatives responsible for verification of the insurance coverages required under this **Exhibit C**.

## EXHIBIT D

### **Summary of Federal Requirements and Incorporating by Reference Annual List of Certifications and Assurances for FTA Grants and Cooperative Agreements ("Certifications and Assurances") and Federal Transit Administration Master Agreement ("Master Agreement")**

Recipient and Recipient's subrecipient(s), contractor(s), or subcontractor(s), at any tier, if any, must comply with all applicable federal requirements contained in the Certifications and Assurances available at [www.transit.dot.gov](http://www.transit.dot.gov). The Certifications and Assurances, including as they may be changed during the term of this Agreement, are by this reference incorporated herein.

Recipient further agrees to comply with all applicable requirements included in the Master Agreement that is signed and attested to by State. This Master Agreement is incorporated by reference and made part of this Agreement. Said Master Agreement is available upon request from State by calling (503) 986-3300, or at [www.transit.dot.gov](http://www.transit.dot.gov). Without limiting the foregoing, the following is a summary of some requirements applicable to transactions covered by this Agreement and the funds described in Exhibit A:

1. Recipient shall comply with Title VI of the Civil Rights Act of 1964 (78 State 252, 42 U.S.C. § 2000d) and the regulations of the United States Department of Transportation (49 CFR 21, Subtitle A). Recipient shall exclude no person on the grounds of race, religion, color, sex, age, national origin, or disability from the benefits of aid received under this Agreement. Recipient will report to State on at least an annual basis the following information: any active lawsuits or complaints, including dates, summary of allegation, status of lawsuit or complaint including whether the Parties entered into a consent decree.
2. Recipient shall comply with FTA regulations in Title 49 CFR 27 Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance which implements the Rehabilitation Act of 1973, as amended, the Americans with Disabilities Act of 1990, 49 CFR 37, and 49 CFR 38.
3. Recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. Recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of USDOT-assisted contracts. Recipient's DBE program, if applicable, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to State of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).
4. Recipient must include the following language in each subagreement Recipient signs with a subcontractor or subrecipient:  
  
*The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The contractor, subrecipient, or subcontractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT-assisted contracts. Failure by the contractor, subrecipient, or subcontractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as Recipient deems appropriate.*
5. Recipient and contractors receiving in excess of \$100,000 in federal funds, other than Indian tribes, must certify to State that they have not and will not use federal funds to pay for influencing or attempting to influence an officer or employee of any federal department or Agency, a member of Congress, or an employee of a member of Congress in connection with obtaining any federal grant, cooperative agreement or any other federal award. If non-federal



funds have been used to support lobbying activities in connection with the Project, Recipient shall complete Standard Form LLL, Disclosure Form to Report Lobbying and submit the form to State at the end of each calendar quarter in which there occurs an event that requires disclosure. Restrictions on lobbying do not apply to influencing policy decisions. Examples of prohibited activities include seeking support for a particular application or bid and seeking a congressional earmark.



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: Grant Review Panel - John, Jaylene, Katie
Department:
Short Title of Agenda Item: Grant Writing Services Review Panel Recommendation
(No acronyms please)
Date submitted to reviewers: 8/4/2022
Requested Agenda Date: 8/10/2022

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
Liaison Commissioner 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)

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

On June 1, 2022 Morrow County Administration released a request for quotes (RFQ) for Grant Writing Services to assist the County with a variety of grant efforts including assistance in identifying, scoping, writing and securing grants for multiple county departments and projects. The purpose of the RFQ is to select one or more firms or individuals whom the County may contract for specific projects. Selected firms or individuals will serve as grant service provider of record. The RFQ closed on June 28, 2022 at this time a review panel was formed to review the eight (8) proposals that were submitted. After the review panel reviewed and scored each proposal four consultants were chosen for interviews to further learn more about the consultant's experience and approach when working with their clients. Attached are the reviews panel's scoring criteria and final scores. Through the review process two consultants were identified as successful candidates, PARC RESOURCES and DUCOTE CONSULTING.

Public Affairs Research Consultants Resources (PARC) was founded in 1985, is a consortium of professional consultants who provide varied professional services under contract for state, regional, local, and tribal governments, as well as private sector for-profit and nonprofit businesses. With over 150 combined years of experience in community development, grant research, financial analysis, and grant writing. PARC has extensive experience in Oregon working on a wide range of projects such as; Healthcare Facilities, Civic/Community Centers, Public Safety, Social Service, Museum/Art Centers, Water/Wastewater, and Historic Preservation. Ducote Consulting is an S-Corp small business that specializes in community development, grant writing, grant management, environmental review, and project management in rural Oregon. Ducote has extensive project work in Umatilla, Morrow, Baker, Union, and Grant counties. Their grant-writing specialties include: federal and state funded capital and infrastructure projects, engineering and/or architectural planning or design, operations and services expansion, non-profit support for capital projects and operations, historical preservation, building and/or land acquisition, and community facilities.

Upon today's approval the Morrow County Grant team will develop policy and procedure to bring back to the Commissioners for discussion and contract approval.

## **2. FISCAL IMPACT:**

N/A

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

Motion to award PARC Resources and Ducote Consulting as Morrow County's grant service provider of record.

Attach additional background documentation as needed.

### Morrow County Grant Writing Services RFQ REVIEW 2022

Evaluator 1 - Jaylene Papineau								
Evaluator 2 - John Bowles								
Evaluator 3 - Katie Imes								
Technical Scores	Littleberry Press	California Consulting	EOBS	Innovative Funding Partners	Attache Partners	PARC Resources	Ducote Consulting	Grantscribe Fund your Dream
<b>Proposer's Experience and References (Maximum 30 Points)</b>								
Jaylene	15	15	15	20	15	30	25	15
John	20	24	26	18	16	30	28	22
Katie	15	20	10	25	18	27	27	14
<b>Total Score</b>	50	59	51	63	49	87	80	51
<b>Fee Schedule (Maximum 30 Points)</b>								
Jaylene	15	20	10	20	15	25	20	20
John	20	24	28	18	16	26	30	22
Katie	20	15	10	20	22	25	25	20
<b>Total Score</b>	55	59	48	58	53	76	75	62
<b>Quality of Proposal to the Scope of Work (Maximum 20 Points)</b>								
Jaylene	10	15	10	10	10	20	18	18
John	10	14	18	8	6	20	16	12
Katie	15	16	5	15	14	20	20	14
<b>Total Score</b>	35	45	33	33	30	60	54	44
<b>Method of Approach (Maximum 20 Points)</b>								
Jaylene	10	15	10	15	10	20	18	18
John	10	14	16	8	6	18	20	12
Katie	18	18	8	19	16	20	19	16
<b>Total Score</b>	38	47	34	42	32	58	57	46
Evaluator 1 Total Score	50	65	45	65	50	95	81	71
Evaluator 2 Total Score	60	76	88	52	44	94	94	68
Evaluator 3 Total Score	68	69	33	79	70	92	91	64
<b>Grand Totals (all evaluator's scores)</b>	<b>178</b>	<b>210</b>	<b>166</b>	<b>196</b>	<b>164</b>	<b>281</b>	<b>266</b>	<b>203</b>
<b>Met ALL Proposal Requirements in RFP (0 Points Yes or No question)</b>								



AGENDA ITEM COVER SHEET
Morrow County Board of Commissioners
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(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: Eric Imes

Date submitted to reviewers: 8/8/2022

Department: Public Works - Roads

Requested Agenda Date: 8/10/2022

Short Title of Agenda Item:

(No acronyms please)

Second review of permit application OSX to work in the county right-of-way.

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

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:

Eric L. Imes 8/8/2022 Department Director Required for all BOC meetings
Melissa Lindsay 8/8/2022 Liaison Commissioner Required for all BOC meetings
Justin Nelson 8/8/2022 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)**

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

Windwave Communications has applied for a permit to work in the county right-of-way. The Board previously reviewed permit OSX on April 6, 2022. The work consists of one buried communication package 24 inches in diameter. There were questions pertaining to the easement at the Kunze extension east of Miller in Boardman that could not be answered at the time. County Counsel and the County Surveyor have been working on answers. I believe it is time to revisit the details of this project in the hopes of coming to a resolution.

**2. FISCAL IMPACT:**

None

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

Approve the Public Works Director to sign approval of permit application OSX.  
(As long as questions have been satisfied.)

Attach additional background documentation as needed.

Return to:  
**MORROW COUNTY PUBLIC WORKS**  
365 West Highway 74  
P.O. Box 428  
Lexington, Oregon 97839  
Phone: (541) 989-9500

APPLICATION #: OSX  
COUNTY ROAD #: 598  
ROAD NAME: Kunze Ln.

**Applicant Mailing Address**  
Windwave Communications Attn: Wendy  
Name (Business Name, Attn: Name)  
P O Box 1390  
Mailing Address (Street/Post Office Box)  
Boardman, OR 97818  
City, State, Zip Code  
541-561-4428  
Phone Number

APPLICATION FEE:  
(CHECK ONE)  
 Private (\$50.00)  Utility Company (No Fee)  
PAYMENT RECEIVED:  
03-28-2022 - [Signature]  
(Date Payment Received - Amount Received - Initials)

**APPLICATION FOR NECESSITY TO BUILD ON RIGHT OF WAY  
(Water, Gas, Communication Service Lines, Fixtures, Signs, and other Facilities)**

Please fill out this form completely in ink (Blue or Black) or type.

We, Windwave Communications 73500 Rupe Kennedy Road, Boardman 399  
(Name - Individual/Business) (Physical Address) (Work Order Number)  
hereby request permission either to locate within County Road right of way or cross  
Morrow County road Kunze Lane (Extension) at 0.0 miles from nearest  
(Name of County Road) (Miles)  
interstecction with road Miller Road 22 4 North 25 East  
(Name of County Road) (Section) (Township) (Range)  
E.W.M. with a Communication of 24" Center Line distance  
(Water, Gas, Telephone Lines, cct.) (Dimensions) (Distance)  
from R/W line 4 feet depth of line or pipe, South X side of road.  
(Depth) (Note N, S, E, W)

As more particularly described by the attached sketch.

**PERMITTEE AGREES TO TERMS AND CONDITIONS ON THE ATTACHED TWO PAGES**

Page 1 wm  
(Initial)

Page 2 wm  
(Initial)

**Additional Terms and Conditions to be noted here.**

When work is completed call Morrow County Public Works Office for final inspection at (541) 989-9500.

PERMITTEE SIGNATURE: [Signature]  
(Signature of Authorized Permittee)

DATE: 3/28/2022  
(Date Signed)

State of Oregon  
County of Morrow  
This instrument was acknowledged before me on March 28, 20 22  
by Wendy Deal  
[Signature]  
Notary Public - State of Oregon

OFFICIAL STAMP  
KIRSTI LEA CASON  
NOTARY PUBLIC - OREGON  
COMMISSION NO. 989746  
MY COMMISSION EXPIRES JULY 21, 2023

Denied permit application may be appealed to the Morrow County Board of Commissioners

RECOMMENDED BY: \_\_\_\_\_  
(Assistant Road Master)

DATE: \_\_\_\_\_  
(Date Signed)

APPROVED BY: \_\_\_\_\_  
(Public Works Director)

DATE: \_\_\_\_\_  
(Date Signed)

ATTEST: \_\_\_\_\_  
(Morrow County Clerk)

**PERMITTEE AGREES TO THE FOLLOWING TERMS AND CONDITIONS:**

**SPECIFICATIONS:**

1. A notice of ten (10) days from request to issuance of permit will be required in order for the Department of Public Works to inspect and approve desired project.
2. Two (2) sets of plans for approval by the Director of Public Works or their representative will be submitted with request for permit.
3. Upon granting of this permit the applicant hereby agrees to install necessary installations in the following manner:

**ROAD CROSSING:**

Unless written permission is first obtained from the Director to open cut; pipeline or conduit which crosses under the surfaced portion of the road shall either be tunneled, jacked, driven, or placed in a hole bored under the surface for that purpose with following provisions:

- A. All installations will be a minimum of four (4) feet from the surface of the road to top on installation.
- B. Trenching in connection with any of these methods shall be no nearer top of the fill slope in fill sections or the point where the outer edges of the surfacing meets the subgrade in other sections, than two (2) feet.
- C. If the tunneling method is used, it shall be by an approved method, which supports the surrounding materials so as to prevent caving or settlement.
- D. The backfilling around the installed pipe or conduit of all trenches and tunnels must be accomplished immediately after the facility authorized by the permit has been placed therein and must be well tamped with mechanical tampers or other approved devices so as to allow the least possible amount of subsequent settlement.
  1. All trenches will be backfilled and mechanically tamped to a depth of two (2) feet below surface of road. The remaining depth will be backfilled with  $\frac{3}{4}$ " - 0" rock tamped in six (6) inch layers to a depth of three (3) inches below road surface. Remaining depth to be filled with blacktop properly installed.
  2. Where original surface was crushed rock or gravel, wearing surface and foundation either 1" - 0" or  $\frac{3}{4}$ " - 0" aggregate placed to a total compacted thickness of four (4) inches or the thickness of the removed stone base and wearing surface, whichever is greater.
- E. Special Consideration - Pipelines
  1. The minimum depth to the top of the pipe forty-eight (48) inches from the ground line or top of wearing surface and thirty (30) inches from bottom of the road drainage ditch line is required and these distances should be increased when warranted by conditions such as possible increases in ditch depths from scouring or road maintenance, clearance of existing drainage structures or other utilities, code requirements, ect. All pipelines shall be located under drainage structures or other utilities, code requirements, ect. All pipelines shall be located under drainage structures or under drainage ways, unless authorized otherwise in special provisions, except those pipelines may be attached to bridges at locations specified by the Director.
  2. Where a buried crossing is sought, to expedite insertion, removal or replacement of carrier pipes, or protect carrier pipes from external pads or shock, and carry leaking fluids or gases away from the roadway. It is required to place pressure pipelines crossing or paralleling County roads in conduit or casing pipe. Exceptions may be made for coated and/or cathodic protected steel pipe placed by the trenching method, ductile iron pipe and other durable type pipe having a long term life expectancy, leak proof joints and capable of withstanding the external loads applied through the use of the roadways. Coated pipe placed by the boring or jacking method should be placed in a casing pipe unless the coating is of a type resistant to abrasions.

**ADJACENT TO ROADWAY:**

- A. All installations shall be buried at a depth of four (4) feet from top of the roadway to top of installation. Said installation shall be outside the traveled surface.
- B. If said installation is installed in shoulder of road, backfill will be suitable to Director of Public Works or his representative. Backfill will be mechanically tamped to a depth of one (1) foot below surface of road and remaining depth to be  $\frac{3}{4}$ " - 0" rock.



#### **TRAFFIC**

- A. Applicant must maintain and protect the movement of traffic at all times.
- B. In trenching across the County road, no more than one half of the traveled way is to be opened at one time. The opened half shall be completely backfilled before opening the other half, or provision for a bypass or "shoofly" road must be made.
- C. Closure of intersecting streets, road approaches, or other access points will not be permitted. Upon trenching across such facilities, steel-running plates, planks or other satisfactory methods shall be used to provide for traffic to enter or leave the highway or adjacent property.

#### **INSURANCE**

- A. Permittee must carry all necessary liability to protect the public at all times.

#### **REPAIRS**

- A. All roadbed surfaces disturbed by utility installations, adjustments or repairs covered by permit, will be repaired or replaced within one (1) week, except specifically allowed for by special provisions listed in the permit.
- B. All roadbed surfaces disturbed by utility installations, adjustments or repairs covered by permit that result in hazards to the traveling public will be either replaced or repaired immediately or adequately barricaded and signed to warn the public that a hazard exists.
- C. Any replacement or repair not accomplished by the applicant under the above, within the specified time will be done by the County with no prior notice to the applicant and at the expense of the applicant. The County will also make any immediate repairs, alterations or additions to any barricading, signing or warning for a hazardous area when such barricading, signing or warning is found to be inadequate, inappropriate, or ineffective without prior notice to the applicant.
- D. For a period of one (1) year following the patching of any paved surface, the applicant shall be responsible for the condition of said pavement patches, and during that time shall, upon request from the Director, repair to the County's satisfaction any of the said patches which become settled, cracked, broken or otherwise faulty.
- E. The repair or maintenance of said installation shall be the responsibility of the applicant at all times. The applicant will complete any necessary repairs not more than forty-eight (48) hours after notification by Department of Public Works.

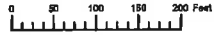
#### **REMOVEAL, RELOCATION AND REPAIR**

The permit is issued pursuant to the law of the State of Oregon which authorizes the Board to subsequently require the applicant to remove, relocate or repair the poleline, buried cable, or pipeline covered by the permit as needed by the County to replace, repair, or maintain County roads, at that sole cost of the applicant and by applying applicant consents and agrees to such conditions.

Upon receiving written notice from the Board to remove, relocate or repair the said poleline, buried cable or pipeline, the applicant shall within the thirty (30) days make arrangements for removal, relocation or repair of same, at his sole cost, in accordance's with said written notice.

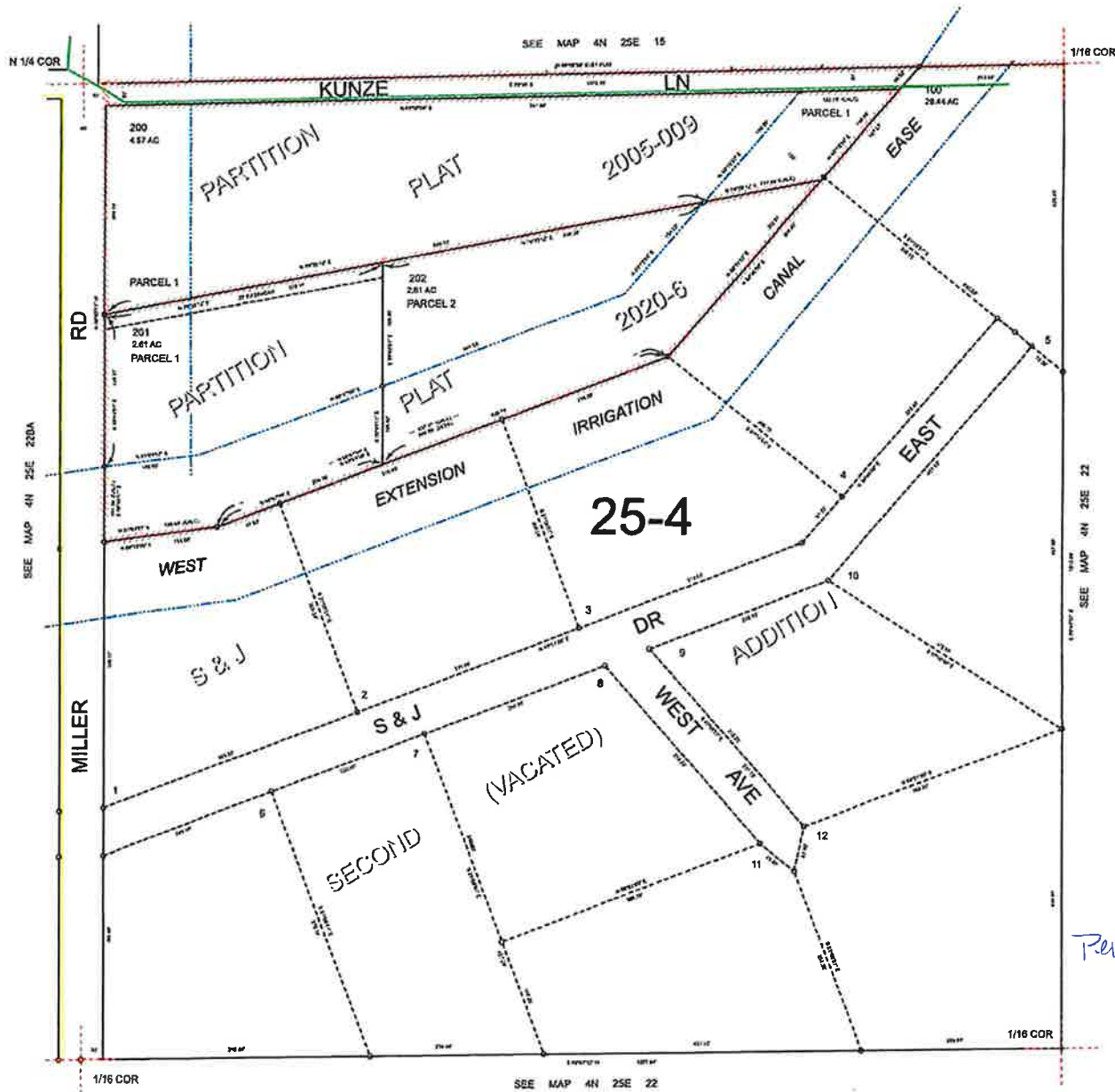
If the applicant fails to commence installation of the poleline, buried cable, or pipeline covered by the permit within sixty (60) days from the date the permit is issued, said permit shall be deemed null and void and all privileges there under forfeited, unless a written extension of time is obtained from the Director.

THIS MAP WAS PREPARED FOR  
ASSESSMENT PURPOSE ONLY



N.W. 1/4 N.E. 1/4 SEC. 22 T. 4N. R. 25E. W.M.  
MORROW COUNTY  
1" = 100'

04N25E22AB

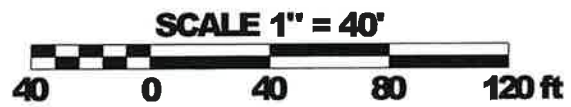
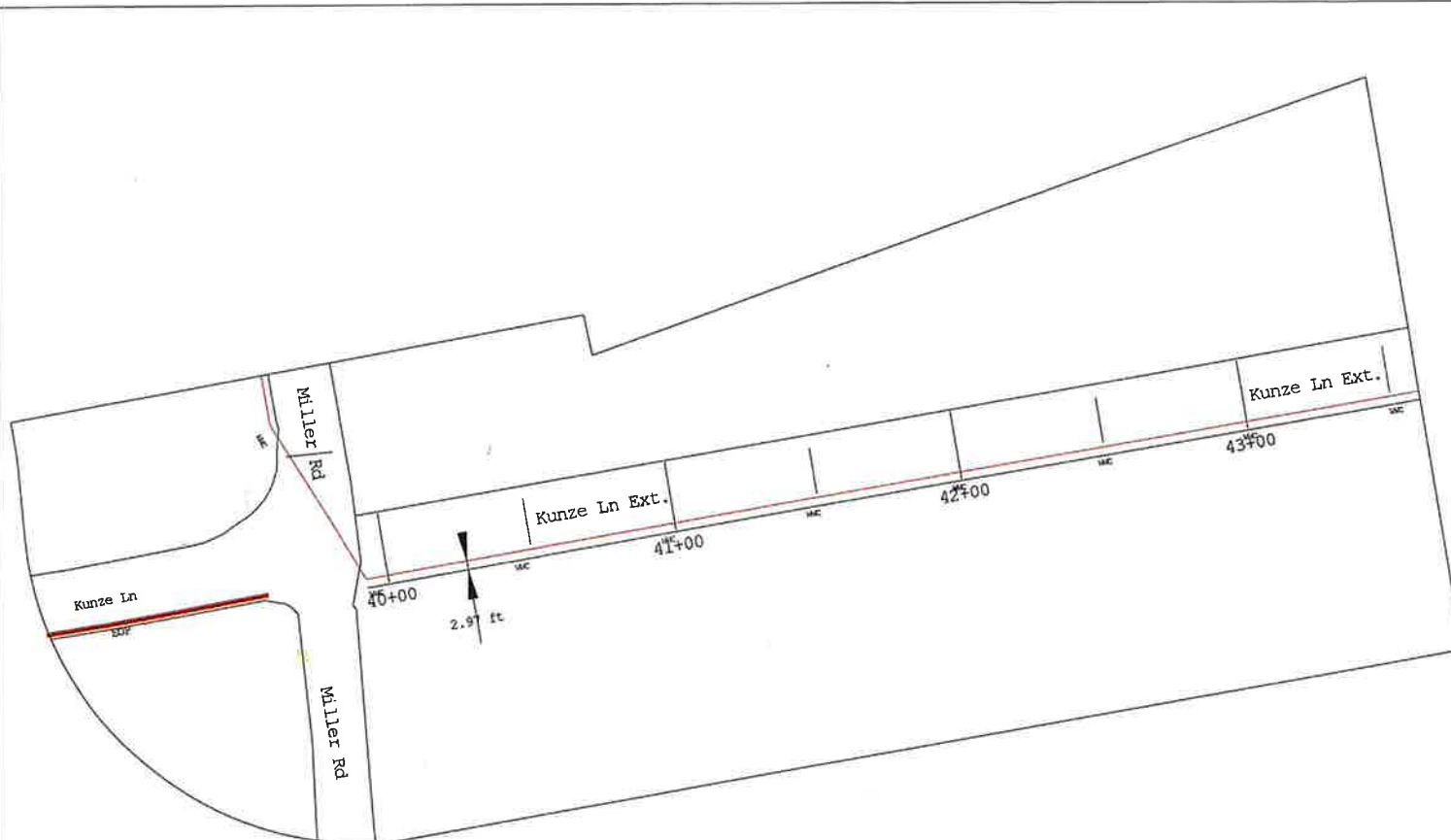


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300 THRU 1300

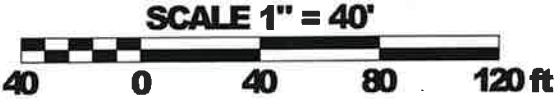
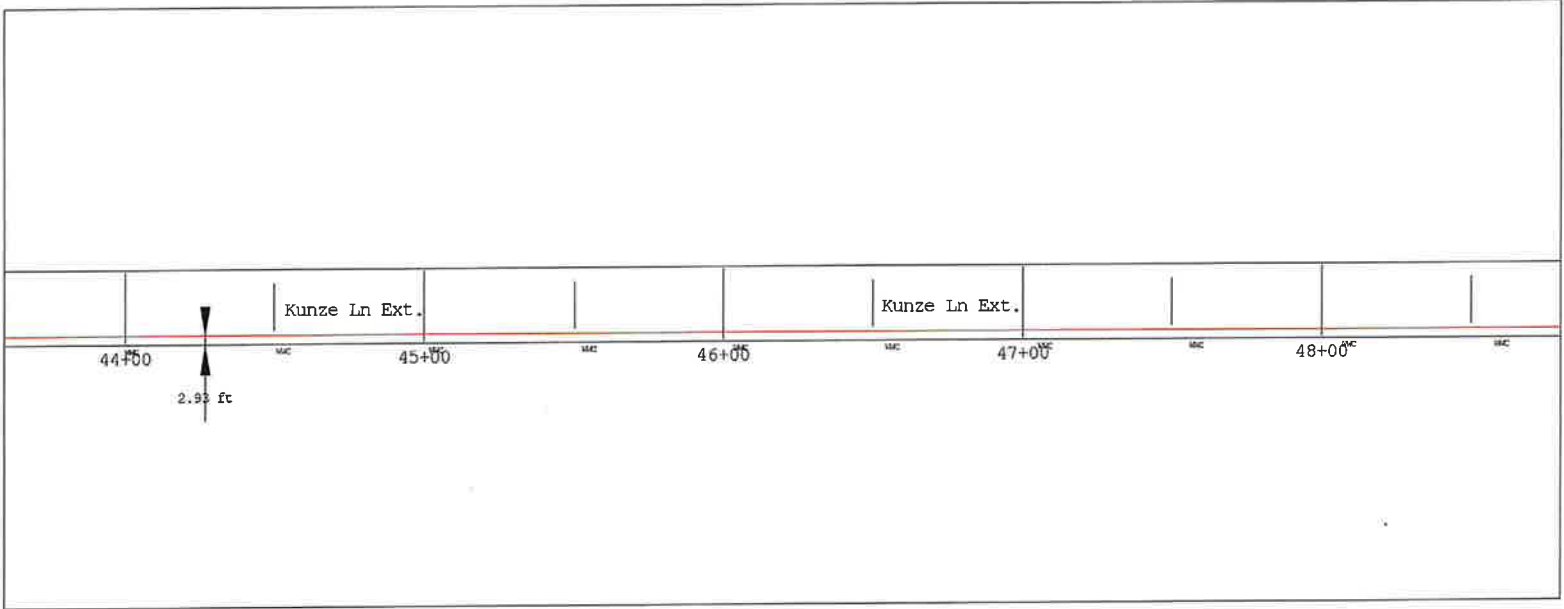
*Permit  
OSX*

Revised: EB  
10/02/2020

04N25E22AB



																									
Location: Miller Rd outside of Boardman OR Confidential and Proprietary																									
SHEET 9 OF 11	<table border="1"> <tr> <td>BY:</td> <td>NO.</td> <td>VERSION:</td> <td>DATE:</td> </tr> <tr> <td>CA</td> <td>1</td> <td>Proposal</td> <td>03/22/22</td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </table>	BY:	NO.	VERSION:	DATE:	CA	1	Proposal	03/22/22																
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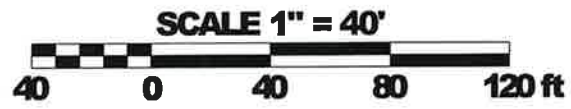
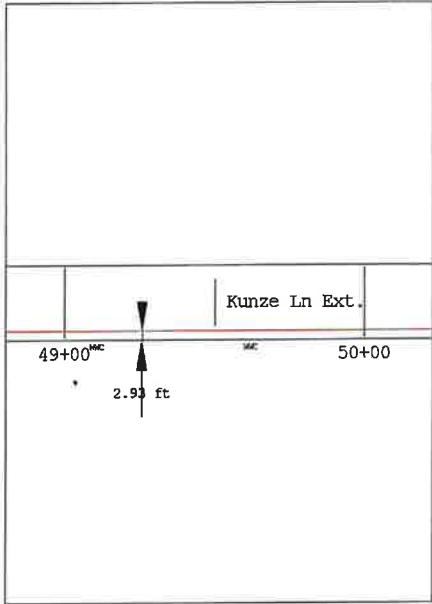


NO.	Version:	DATE
CA 1	Proposal	03/22/22



Location: Miller Rd  
outside of Boardman OR  
Confidential and Proprietary

SHEET  
10 OF 11



Location: Miller Rd outside of Boardman OR Confidential and Proprietary	NO. 1 CA 1
REGION: Proposal	DATE: 03/22/22
SHEET 11 OF 11	



## TREASURER

Jaylene Papineau

100 Court Street  
P.O. Box 37  
Heppner, Oregon 97836  
**Phone: 541-676-5630 • Fax: 541-676-5631**  
E-mail: jpapineau@co.morrow.or.us

Date Prepared: August 5, 2022, 2022

BOC Agenda Date: August 10, 2022

### **Subject: Monthly Treasurer Report-June**

Re: Treasurer's Monthly Financial Statements as per ORS 208.090

#### **Earning Yield and Interest Rates: MAY**

<b>Bank</b>	<b>Prior Month</b>	<b>Current Month</b>	<b>Change</b>
LGIP	0.75%	0.93%	.18%
Bank of Eastern Oregon	0.05%	0.05%	.00%
Community Bank (Quarterly)	0.02%	0.02%	.00%

#### **Outstanding checks:**

Outstanding checks total as of June 30<sup>th</sup>, 2022 was \$731,417.05

- The majority of these are from AP's approved June 29<sup>th</sup>, paid on June 30<sup>th</sup>.

**June Total Interest:** Interest (less fees) was \$28,726.82

**June Tax Turnover:** Total Paid Out to Taxing Districts was \$52,988.72

**Transfer Requests:** I received ONE Taxing District transfer of funds requests in June

- The statement for the LGIP and the Pooled Cash Report are included.
- By the end of June, the LGIP Interest should be 1.15% per notice from the Oregon State Treasury. This will show on the July Statement (Notice is attached)
- Also attached is some additional information from Aaron Bonck with Time Value Investments, our current broker

Please let me know if you have any questions.

Jaylene Papineau  
Morrow County Treasurer  
541-676-5630  
PO Box 37  
Heppner, OR 97836



OREGON  
STATE  
TREASURY

### Account Statement - Transaction Summary

For the Month Ending **June 30, 2022**

MORROW CO - MORROW COUNTY - 4206

#### Oregon LGIP

Opening Balance	38,527,765.14
Purchases	314,508.88
Redemptions	(2,546,737.59)
<hr/>	
<b>Closing Balance</b>	<b>\$36,295,536.43</b>
Dividends	28,683.12

#### Asset Summary

	<b>June 30, 2022</b>	<b>May 31, 2022</b>
<b>Oregon LGIP</b>	36,295,536.43	38,527,765.14
<b>Total</b>	<b>\$36,295,536.43</b>	<b>\$38,527,765.14</b>



OREGON  
STATE  
TREASURY

## Account Statement

For the Month Ending **June 30, 2022**

### MORROW CO - MORROW COUNTY - 4206

Trade Date	Settlement Date	Transaction Description	Share or Unit Price	Dollar Amount of Transaction	Balance
<b>Oregon LGIP</b>					
<b>Opening Balance</b>					<b>38,527,765.14</b>
06/01/22	06/01/22	LGIP Fees - ACH Redemption (6 @ \$0.05 - From 4206) - May 2022	1.00	(0.30)	38,527,764.84
06/01/22	06/01/22	LGIP Fees - Received ACH (2 @ \$0.10 - From 4206) - May 2022	1.00	(0.20)	38,527,764.64
06/02/22	06/02/22	SFMS Fr:Oregon Health Authority OHA public Health Program	1.00	298.89	38,528,063.53
06/03/22	06/03/22	Redemption - ACH Redemption	1.00	(427,034.03)	38,101,029.50
06/10/22	06/10/22	Redemption - ACH Redemption	1.00	(500,000.00)	37,601,029.50
06/10/22	06/10/22	Transfer to Boardman, City of - BOARDMAN CITY OF/ WEST URA	1.00	(491.86)	37,600,537.64
06/10/22	06/10/22	Transfer to Boardman Park and Recreation - BOARDMAN PARK & REC/RECREATION CENTER	1.00	(5,143.73)	37,595,393.91
06/10/22	06/10/22	Transfer to Boardman, City of - BOARDMAN CITY OF	1.00	(19,719.46)	37,575,674.45
06/10/22	06/10/22	Transfer to Boardman, City of - BOARDMAN CITY OF / CENTRAL URA	1.00	(497.59)	37,575,176.86
06/10/22	06/10/22	Transfer to Boardman Park and Recreation - BOARDMAN PARK AND RECREATION	1.00	(2,796.28)	37,572,380.58
06/10/22	06/10/22	Transfer to Blue Mountain Community College - BLUE MOUNTAIN COMMUNITY COLLEGE	1.00	(13,695.26)	37,558,685.32
06/10/22	06/10/22	Transfer to Morrow County School District #1 - MORROW COUNTY SCHOOL DISTRICT #1	1.00	(58,612.07)	37,500,073.25
06/10/22	06/10/22	Transfer to Ione School District #2 - IONE SCHOOL DISTRICT #2	1.00	(8,905.53)	37,491,167.72
06/10/22	06/10/22	Transfer to InterMountain Education Service Dis - INTERMOUNTAIN ESD	1.00	(9,698.64)	37,481,469.08
06/13/22	06/13/22	Redemption - ACH Redemption	1.00	(32.64)	37,481,436.44
06/14/22	06/14/22	SFMS Fr:OLCC OLCC Tax (Liquor)	1.00	5,014.44	37,486,450.88
06/15/22	06/15/22	SFMS Fr:Oregon Health Authority CFAA Monthly Allotment	1.00	104,605.32	37,591,056.20
06/15/22	06/15/22	SFMS Fr:Oregon Health Authority Mental Health Tax	1.00	1,160.79	37,592,216.99
06/15/22	06/15/22	Redemption - ACH Redemption	1.00	(500,000.00)	37,092,216.99





OREGON  
STATE  
TREASURY

## Account Statement

For the Month Ending **June 30, 2022**

### MORROW CO - MORROW COUNTY - 4206

Trade Date	Settlement Date	Transaction Description	Share or Unit Price	Dollar Amount of Transaction	Balance
<b>Oregon LGIP</b>					
06/17/22	06/17/22	ODOT - ODOT PYMNT	1.00	115,549.31	37,207,766.30
06/21/22	06/21/22	ODOT - ODOT PYMNT	1.00	26,791.74	37,234,558.04
06/21/22	06/21/22	SFMS Fr:Administrative Services, Dept of County Cigarette Tax	1.00	620.70	37,235,178.74
06/24/22	06/24/22	Redemption - ACH Redemption	1.00	(500,000.00)	36,735,178.74
06/28/22	06/28/22	Redemption - ACH Redemption	1.00	(110.00)	36,735,068.74
06/30/22	06/30/22	SFMS Fr:Oregon Health Authority OHA public Health Program	1.00	31,784.57	36,766,853.31
06/30/22	06/30/22	Redemption - ACH Redemption	1.00	(500,000.00)	36,266,853.31
06/30/22	07/01/22	Accrual Income Div Reinvestment - Distributions	1.00	28,683.12	36,295,536.43
<b>Closing Balance</b>					<b>36,295,536.43</b>

	Month of June	Fiscal YTD July-June		
<b>Opening Balance</b>	38,527,765.14	31,847,095.63	<b>Closing Balance</b>	36,295,536.43
<b>Purchases</b>	314,508.88	54,385,603.29	<b>Average Monthly Balance</b>	37,420,091.78
<b>Redemptions</b>	(2,546,737.59)	(49,937,162.49)	<b>Monthly Distribution Yield</b>	0.93%
<b>Closing Balance</b>	<b>36,295,536.43</b>	<b>36,295,536.43</b>		
<b>Dividends</b>	28,683.12	205,274.83		

FUND	ACCOUNT#	ACCOUNT NAME	BEGINNING BALANCE	CURRENT ACTIVITY	CURRENT BALANCE
<u>CLAIM ON CASH</u>					
101-100-1-10-1500	GENERAL FC W/TREASURER	11,052,536.43 (	976,975.56)	10,075,560.87	
200-100-1-10-1500	HERITAGE TRAIL FC W/TREAS	23,676.28	21.87	23,698.15	
201-100-1-10-1500	ROAD EQUIP FC W/TREASURER	971,769.65 (	59,789.50)	911,980.15	
202-100-1-10-1500	ROAD FC W/TREASURER	821,918.46	764,741.69	1,586,660.15	
203-100-1-10-1500	FINLEY BUTTES FC W/TREASURER	1,789,427.02 (	1,366,241.84)	423,185.18	
204-100-1-10-1500	YOUTH/CHILD FC/TREASURER	66,157.92	0.00	66,157.92	
205-100-1-10-1500	AIRPORT FC W/TREASURER	125,744.56	18,532.73	144,277.29	
206-100-1-10-1500	LAW LIBRARY FC W/TREASURER	31,766.51 (	1,647.90)	30,118.61	
207-100-1-10-1500	911 FC W/TREASURER	636,120.18 (	35,411.52)	600,708.66	
208-100-1-10-1500	SURVEYOR PRES FC/TREASURER	275,399.54	1,651.60	277,051.14	
209-100-1-10-1500	CSEPP FC W/TREASURER	0.00	0.00	0.00	
210-100-1-10-1500	FINLEY BUTTES LIC. FC W/TREAS	1,181,517.52	151,900.57	1,333,418.09	
211-100-1-10-1500	MCSO CO SCHOOL FC W/TREAS	174.65 (	117.74)	56.91	
212-100-1-10-1500	ISD COMMON SCH FC W/TREASURER	19.36 (	13.38)	5.98	
214-100-1-10-1500	FAIR FC W/TREASURER	310,780.59	8,663.34	319,443.93	
215-100-1-10-1500	COMP EQUIP FC W/TREASURER	87,134.78	80.48	87,215.26	
216-100-1-10-1500	STF FC W/TREASURER	783,424.76 (	215,343.82)	568,080.94	
217-100-1-10-1500	PROGRAMMING RES FC W/TREASURER	1,612.53)	0.00 (	1,612.53)	
218-100-1-10-1500	ENFORCEMENT FC W/TREAS	20,642.70 (	109.65)	20,533.05	
219-100-1-10-1500	VIDEO LOTTERY FC W/TREAS	51,584.07	47.64	51,631.71	
220-100-1-10-1500	VICTIM/WITNESS FC W/TREAS	2,593.22	6,473.84	9,067.06	
222-100-1-10-1500	WILLOW CREEK FEES FC W/TREAS	46,230.60	42.70	46,273.30	
223-100-1-10-1500	CAMI GRANT FC W/TREAS	36,334.17	33.56	36,367.73	
224-100-1-10-1500	WEED EQUIP RES. FC W/TREAS	25,918.88	23.94	25,942.82	
225-100-1-10-1500	STF VEHICLE FC W/TREAS	69,758.43	196,119.15	265,877.58	
226-100-1-10-1500	FAIR ROOF FC W/TREAS	27,045.39	24.98	27,070.37	
227-100-1-10-1500	HEPPNER ADMIN BLDG FC W/TREAS	2,140,845.08 (	14,882.66)	2,125,962.42	
228-100-1-10-1500	SAFETY COMMITTEE FC W/TREAS	17,206.38 (	2,484.63)	14,721.75	
229-100-1-10-1500	BLEACHER RESERVE FC W/TREAS	25,966.47	23.98	25,990.45	
230-100-1-10-1500	RODEO FC W/TREAS	0.00	0.00	0.00	
231-100-1-10-1500	JUSTICE COURT FC W/TREAS	44,787.74 (	2,853.68)	41,934.06	
233-100-1-10-1500	CLERKS RECORD FC W/TREAS	23,303.29	179.60	23,482.89	
234-100-1-10-1500	DUII IMPACT FC W/TREAS	29,815.73	27.54	29,843.27	
236-100-1-10-1500	FAIR IMPROV. FUND FC W/TREAS	26,332.46	24.32	26,356.78	
237-100-1-10-1500	BUILDING PERMIT FC W/TREAS	1,366,925.05	1,262.54	1,368,187.59	
238-100-1-10-1500	PARK FC W/TREAS	547,755.39 (	11,770.89)	535,984.50	
240-100-1-10-1500	EQUITY FC W/TREAS	219,159.43	202.42	219,361.85	
241-100-1-10-1500	BUILDING RESERVE FC W/TREAS	844,146.26	779.69	844,925.95	
243-100-1-10-1500	LIQUOR CONTROL FC W/TREAS	878.41	0.81	879.22	
245-100-1-10-1500	WPF FC W/TREASURER	257.73	0.00	257.73	
321-100-1-10-1500	FOREST SERVICE FC W/TREAS	86,521.65	79.91	86,601.56	
322-100-1-10-1500	COURT SECURITY FC W/TREAS	76,364.03	746.94	77,110.97	
500-100-1-10-1500	ECHO WINDS FC W/TREAS	57,288.65	52.91	57,341.56	
501-100-1-10-1500	SHEPHERDS FLAT FC W/TREAS	267,138.76	246.74	267,385.50	
502-100-1-10-1500	MO CO ENTERPRIZE ZO FC W/TREAS	0.00	0.00	0.00	
504-100-1-10-1500	STO FC W/TREAS	126,242.92	6,245.99	132,488.91	
505-100-1-10-1500	IONE/LEX CEM-IRRIG FC W/TREAS	0.00	0.00	0.00	
510-100-1-10-1500	P & P FC W/TREAS	302,806.56 (	44,695.95)	258,110.61	
514-100-1-10-1500	IONE SD B & I FC W/TREAS	3,754.54 (	3,050.39)	704.15	

MORROW COUNTY, OREGON  
 POOLED CASH REPORT (FUND 999)  
 AS OF: JUNE 30TH, 2022

FUND	ACCOUNT#	ACCOUNT NAME	BEGINNING BALANCE	CURRENT ACTIVITY	CURRENT BALANCE
515-100-1-10-1500		BOARDMN URB REN FC W/TREAS	497.59 (	338.68)	158.91
516-100-1-10-1500		RADIO DIST FC W/TREAS	2,711.92 (	1,882.05)	829.87
519-100-1-10-1500		WEST BOARDMN URA FC W/TREAS	491.86 (	348.72)	143.14
521-100-1-10-1500		PGE CARTY FC W/TREAS	1,139,723.44	1,052.69	1,140,776.13
522-100-1-10-1500		SHERIFF RES FUND/TREAS	15,565.09 (	1,007.07)	14,558.02
523-100-1-10-1500		WHEATRIDGE WIND FC W/TREAS	1,178,022.44	1,088.07	1,179,110.51
524-100-1-10-1500		ORCHARD WIND FC W/TREAS	2,600.00	0.00	2,600.00
540-100-1-10-1500		RESILIENCY FUND W/TREAS	5,917,788.24 (	427,034.03)	5,490,754.21
617-100-1-10-1500		MO CO HEALTH DIST FC W/TREAS	14,770.63 (	10,282.37)	4,488.26
618-100-1-10-1500		IRRIGON SEWER FC W/TREAS	0.00	0.00	0.00
619-100-1-10-1500		WEST EXTENSION FC W/TREAS	0.00	0.00	0.00
620-100-1-10-1500		BLACK MNT FC W/TREAS	0.00	0.00	0.00
621-100-1-10-1500		CITY OF BOARDMAN B & I FC W/TR	6,605.94 (	5,317.73)	1,288.21
622-100-1-10-1500		CITY OF HEPPNER B & I FC W/TRE	0.00	0.00	0.00
623-100-1-10-1500		CITY OF IRRIGON B & I FC W/TRE	1,178.92 (	759.98)	418.94
624-100-1-10-1500		CITY OF LEXINGTON B & I FC W/T	18,511.19	44.27	18,555.46
625-100-1-10-1500		BOARDMAN PARK & REC B & I	0.00	0.00	0.00
626-100-1-10-1500		MAN. STRUCTURE OMBUDSMAN	32.64 (	21.40)	11.24
628-100-1-10-1500		WILLOW CREEK PARK B & I FC W/T	3,644.86	4.10	3,648.96
629-100-1-10-1500		PORT OF MORROW B & I FC W/TREA	0.00	0.00	0.00
630-100-1-10-1500		PORT OF MORROW FC W/TREAS	1,343.26 (	931.73)	411.53
631-100-1-10-1500		CITY OF BOARDMAN FC W/TREAS	13,113.52 (	8,802.21)	4,311.31
632-100-1-10-1500		CITY OF HEPPNER FC W/TREAS	2,740.56 (	1,866.10)	874.46
633-100-1-10-1500		CITY OF IONE FC W/TREAS	431.80 (	292.56)	139.24
634-100-1-10-1500		CITY OF IRRIGON FC W/TREAS	1,334.00 (	896.96)	437.04
635-100-1-10-1500		CITY OF LEXINGTON FC W/TREAS	248.85 (	168.43)	80.42
636-100-1-10-1500		BOARDMAN F&R FC W/TREAS	9,084.88 (	6,324.18)	2,760.70
637-100-1-10-1500		BOARDMAN F&R DIST BOND	2,070.07 (	1,838.62)	231.45
638-100-1-10-1500		HEPPNER RFPD FC W/TREAS	464.53 (	323.18)	141.35
639-100-1-10-1500		IRRIGON RFPD FC W/TREAS	817.24 (	556.59)	260.65
640-100-1-10-1500		IONE RFPD FC W/TREAS	763,180.24	62,710.55	825,890.79
641-100-1-10-1500		S GILLIAM RFPD FC W/TREAS	128.54	0.37	128.91
642-100-1-10-1500		BOARDMAN CEMETERY FC W/TREAS	265.08 (	189.04)	76.04
643-100-1-10-1500		HEPPNER CEMETERY FC W/TREAS	345.16 (	232.20)	112.96
644-100-1-10-1500		IONE-LEX CEMETERY FC W/TREAS	423.95 (	294.28)	129.67
645-100-1-10-1500		IRRIGON CEMETERY FC W/TREAS	154.22 (	105.51)	48.71
646-100-1-10-1500		WILLOW CREEK PARK FC W/TREAS	1,153.40 (	799.51)	353.89
647-100-1-10-1500		BOARDMAN PARK FC W/TREAS	2,796.28 (	1,994.13)	802.15
648-100-1-10-1500		IRRIGON PARK FC W/TREAS	612.78 (	419.16)	193.62
649-100-1-10-1500		BOARDMAN PK B&I FC W/TREASURER	5,143.73 (	3,362.54)	1,781.19
650-100-1-10-1500		MO CO UNIFIED REC FC W/TREAS	1,190,107.99 (	81,820.15)	1,108,287.84
651-100-1-10-1500		HEPPNER WATER CONTROL FC W/TRE	66.31 (	44.93)	21.38
652-100-1-10-1500		MO CO SCHOOL DIST FC W/TREAS	58,437.42 (	40,536.92)	17,900.50
653-100-1-10-1500		MO CO SCHOOL B & I FC W/TREAS	227,338.54	2,831.28	230,169.82
654-100-1-10-1500		UMATILLA-MORROW ESD FC W/TREAS	9,698.64 (	6,715.46)	2,983.18
655-100-1-10-1500		CHAPLAINCY PROG FC W/TREAS	14.56	0.01	14.57
656-100-1-10-1500		IONE-LEX CEM PERP FC W/TREAS	0.00	0.00	0.00
657-100-1-10-1500		IONE-LEX CEM EQUIP FC W/TREAS	0.00	0.00	0.00
658-100-1-10-1500		BMCC FC W/TREASURER	10,416.80 (	7,212.37)	3,204.43
659-100-1-10-1500		BMCC B & I FC W/TREASURER	3,278.46 (	2,216.62)	1,061.84
660-100-1-10-1500		NORTH MO VECTOR CONT FC W/TREA	3,487.51 (	2,427.87)	1,059.64

FUND ACCOUNT#	ACCOUNT NAME	BEGINNING BALANCE	CURRENT ACTIVITY	CURRENT BALANCE
662-100-1-10-1500	IONE LIBRARY DIST FC W/TREAS	82,373.04	181.56	82,554.60
663-100-1-10-1500	OREGON TRAIL LIB FC W/TREAS	3,469.92 (	2,405.96)	1,063.96
665-100-1-10-1500	STATE & FED WILDLIFE FC W/TREA	6,197.00	0.00	6,197.00
666-100-1-10-1500	STATE FIRE PATROL FC W/TREAS	1,215.43 (	822.22)	393.21
667-100-1-10-1500	EOTT FC W/TREASURER	0.00	0.00	0.00
668-100-1-10-1500	TAX APPEALS FC W/TREAS	383,372.04	354.10	383,726.14
669-100-1-10-1500	SCHOLARSHIP TRUST FC W/TREAS	11,062.80	10.22	11,073.02
670-100-1-10-1500	ADV COLL 04-05 FC W/TREAS	8,832.44	419.10	9,251.54
671-100-1-10-1500	ADV COLL 03-04 FC W/TREAS	0.00	0.00	0.00
672-100-1-10-1500	ADV COLL 05-06 FC W/TREAS	0.00	0.00	0.00
673-100-1-10-1500	PREPAID TAX FC W/TREAS	0.00	0.00	0.00
674-100-1-10-1500	SALE OF CO LAND FC W/TREAS	0.00	0.00	0.00
675-100-1-10-1500	TREASURER TRUST FC W/TREAS	1,166.60	1.08	1,167.68
676-100-1-10-1500	IONE RFPD RESERVE FC W/TREAS	430,585.72	397.71	430,983.43
678-100-1-10-1500	STATE ADMIN CONT FC W/TREAS	0.00	0.00	0.00
680-100-1-10-1500	PERSONAL PROPERTY SALES FC W/T	0.00	0.00	0.00
681-100-1-10-1500	COUNTY A & T FC W/TREAS	12,210.66	8,394.14	20,604.80
682-100-1-10-1500	STATE FIRE FC W/TREAS	0.00	0.00	0.00
683-100-1-10-1500	PILOT ROCK RFPD FC W/TREAS	2,092.23	5.94	2,098.17
684-100-1-10-1500	FINLEY BUTTES CLOSURE FC W/TRE	1,279,424.24	1,181.72	1,280,605.96
685-100-1-10-1500	STATE HOUSING FC W/TREAS	20,659.93	9,323.93	29,983.86
686-100-1-10-1500	IONE LIBRARY BLDG FC W/TREAS	130,731.53	120.75	130,852.28
687-100-1-10-1500	FINLEY BUTTES TRUST FC W/TREAS	0.00	0.00	0.00
688-100-1-10-1500	IONE SCHOOL DIST FC W/TREAS	5,131.63 (	3,472.73)	1,658.90
690-100-1-10-1500	HEPPNER RURAL FIRE DIST BOND	193.19 (	126.47)	66.72
691-100-1-10-1500	CITY OF HEPPNER BND FC W/TREAS	278.71 (	182.82)	95.89
693-100-1-10-1500	IRRIGON TIPPAGE FC W/TREAS	0.00	0.00	0.00
695-100-1-10-1500	M.C. RET. PLAN TR. FC W/TREAS	( 2,565.76)	0.00 (	2,565.76)
697-100-1-10-1500	UNSEG TAX INT FC W/TREAS	0.00	0.00	0.00
698-100-1-10-1500	INTEREST EARNED FC W/TREAS	0.01 (	0.01)	0.00
699-100-1-10-1500	UNSEGREGATED TAX FC W/TREAS	0.00	0.00	0.00
TOTAL CLAIM ON CASH		37,630,834.11 (	2,113,409.53)	35,517,424.58

CASH IN BANK - POOLED CASH

999-100-1-10-1501	AP POOLED BEO	( 193,833.69)	200,567.04	6,733.35
999-100-1-10-1502	PAYROLL BEO	195,679.70 (	153,995.33)	41,684.37
999-100-1-10-1503	STATE TREASURY POOL	38,527,765.14 (	2,232,228.71)	36,295,536.43
999-100-1-10-1504	CERTIFICATES OF DEPOSIT	0.00	0.00	0.00
999-100-1-10-1505	WELLS FARGO INVESTMENTS	0.00	0.00	0.00
999-100-1-10-1506	UNION BANK OF CALIFORNIA	0.00	0.00	0.00
999-100-1-10-1507	COMMUNITY BANK	100.21	0.01	100.22
999-100-1-10-1508	US BANK	0.00	0.00	0.00
SUBTOTAL CASH IN BANK - POOLED CASH		38,529,711.36 (	2,185,656.99)	36,344,054.37

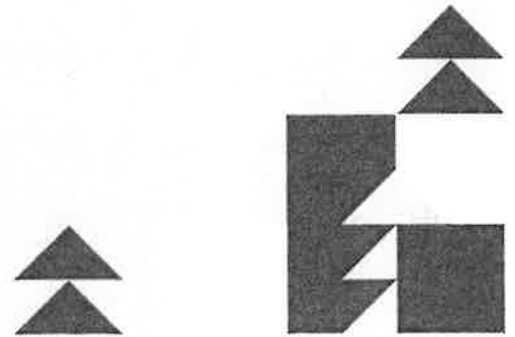
**Jaylene Papineau**

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**From:** Local-Gov-News <local-gov-news-bounces@omls.oregon.gov> on behalf of OST NEWSLISTS via Local-Gov-News <local-gov-news@omls.oregon.gov>  
**Sent:** Thursday, June 23, 2022 1:32 PM  
**To:** local-gov-news@omls.oregon.gov  
**Subject:** [Local-Gov-News] Oregon State Treasury | OSTF Rate Change

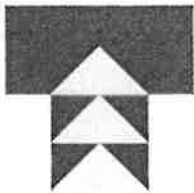
**STOP and VERIFY This message came from outside of Morrow County Gov**

# Oregon Short Term Fund



## Rate Change

Effective Monday, June 27, 2022, the Oregon Short Term Fund (OSTF) rate will change from 0.90% to 1.15%. Additional information about the OSTF, including historical rate data, is available online [here](#).



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**Jaylene Papineau**

**From:** Aaron Bonck <Aaron.Bonck@timevalueinv.com>  
**Sent:** Wednesday, June 15, 2022 1:01 PM  
**Subject:** Federal Reserve Meeting Update

**STOP and VERIFY This message came from outside of Morrow County Gov**

Good afternoon,

The Federal Open Market Committee decided this morning to raise the federal funds rate by .75% from the previous range of .75%-1.00% to a new range of 1.50%-1.75%. This move was widely expected by the markets. It is the largest increase in the federal funds rate since 1994. As recently as last week the expectation was for an increase of .50% at this meeting, but the high inflation readings that came in on Friday pushed the FOMC to move more aggressively.

This impacts public entities as interest rates on liquid investments such as state pools and money markets tend to follow the federal funds rate very closely. The recent upward trend in those rates will continue as the Federal Reserve pushes the federal funds rate higher.

This month the Federal Reserve also began winding down, or reducing, its balance sheet by \$47.5 billion per month. This will rise to \$95 billion per month in September.

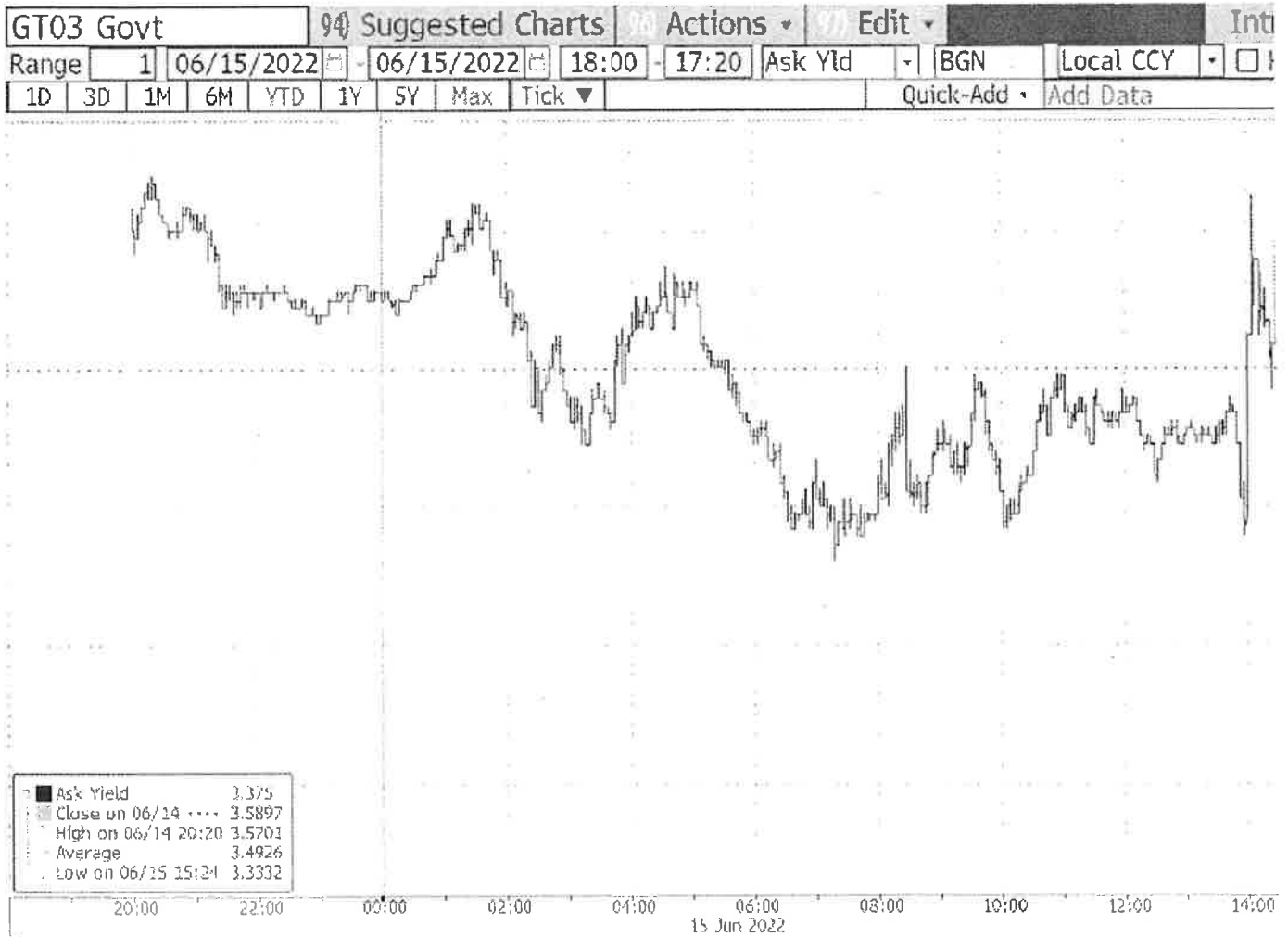
The next Fed meeting is scheduled for July 26-27. The markets are currently projecting a hike of at least .50% at that meeting.

Calendar				
<u>Announcement Date</u>	<u>Time</u>	<u>Current Rate</u>	<u>For</u>	<u>Against</u>
6/16/2021*	11:00 AM PST	0-.25%	11	0
7/28/2021	11:00 AM PST	0-.25%	11	0
9/22/2021*	11:00 AM PST	0-.25%	11	0
11/3/2021	11:00 AM PST	0-.25%	11	0
12/15/2021*	11:00 AM PST	0-.25%	11	0
1/26/2022	11:00 AM PST	0-.25%	9	0
3/16/2022*	11:00 AM PST	.25-.50%	8	1
5/4/2022	11:00 AM PST	.75-1.00%	9	0
6/15/2022*	11:00 AM PST	1.50-1.75%	10	1
7/27/2022	11:00 AM PST			
9/21/2022*	11:00 AM PST			
11/2/2022	11:00 AM PST			
12/14/2022*	11:00 AM PST			

\*Meeting includes Summary of Economic Projections release

### 3 YEAR TREASURY RATE:

- The 3-year Treasury rate went down sharply following the announcement. Treasury rates in most other maturities are down on the day as well. Despite these declines, rates are still significantly higher than they were a week ago after relatively large movements upward on Friday and Monday.



Source: Bloomberg

If you have any questions about this information or how it impacts your entity's investments please let us know!

Thanks,

Aaron

**Aaron Bonck, CFA** | Vice President  
Time Value Investments, Inc. | 9725 3rd Ave NE, Suite 610 | Seattle, WA 98115



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MEMORANDUM

To: Morrow County Board of Commissioners  
From: Tamra Mabbott, Planning Director  
CC: Planning Commission  
BOC Date: August 10, 2022  
RE: Monthly Planning Update

**Mission Statement**

*Morrow County Planning Department provides guidance and support to citizens for short term and long-range planning in land use, to sustain and improve the county's lands for future generations. Our goal is to foster development where people can live, work & play.*

Planning Commission held their regular meeting in Irrigon on July 26<sup>th</sup>. The office is recruiting for an Office Manager. The team is pitching in to cover duties while the recruitment is underway.

**Summary of new Land Use and other Permits for the Month of July 2022**

- Zoning Permit – 7
- Land Use Compatibility - 7
- Land Partition – 1
- Land Use Decision – 1
- Rural Address – 3
- Conditional Use Permits- 1

**Code Enforcement Activity**

- 3 new complaints- Animal, Stored RV's and Commercial Business in Residential area
- 1 Complaint- 8 RV's being stored at a residence all moved in on the same weekend.
- 1 Complaint- Animal barking day and night (MCSO advised for 24 hour)
- 1 complaint- Report of a commercial business being conducted in residential area.
- 1 case closed – Compliance met per Judge Diehl, Irrigon Justice Court.
- 1 case closed- Subject met compliance by cleaning up junk, removing vehicles and getting subjects out of RV.
- Communicating with 10 non-permitted trucking business operations located in residential zones.
- Other outstanding/ongoing cases – **39**



**LONG RANGE PLANNING** Points Consulting from Moscow, Idaho was selected by the cities of Lone, Lexington and Heppner to conduct Goal 9 Economic Development and Employment Lands Inventory and Analysis. A site visit and one on one meeting with each city will take place on August 17<sup>th</sup>. Cities will invite members of their respective communities to participate in the project which will also include discussion about desired economic development objectives. Work on the Housing Implementation Plan (HIP) which will, in part, conclude with a report and recommendations for various funding strategies for water, sewer, street and other infrastructure projects identified to bring in new housing. Staff continue involvement with the Lower Umatilla Basin Groundwater Management Area (LUBGWMA). Most recently, Morrow and Umatilla Counties have been working with Oregon State University Extension and the Institute for Water and Watersheds (IWW) to develop a scope of work to study historical data in an effort to better understand the source of nitrate contamination in the alluvial aquifer.

**HERITAGE TRAIL** Amazon's Change X Community Grant program awarded \$10,000 which will help pay for replacement of damaged interpretive panels on the Morrow County Heritage Trail. Stephanie Case, Planner, will be working on this project. Anyone interested in helping is encouraged to contact Stephanie at (541) 922-4624. Stephanie Case will also be recruiting volunteers to help replace damaged directional markers.

Planning Director is serving as part of an inter-departmental team to create a program for county-wide grant writing and grant compliance services. The team reviewed proposals from consultants and will make recommendations to the Board of Commissioners at their August 10<sup>th</sup> meeting.

### **Energy Projects**

Staff continues to coordinate with several renewal energy developers, including larger projects under State of Oregon Energy Facility Siting Council (EFSC) regulatory jurisdiction and smaller projects filing for permits with county. Pending and approved projects can be found here: <https://www.co.morrow.or.us/planning/page/renewable-energy-1>  
The 500 kV interstate Boardman to Hemingway (B2H) transmission line is still pending under contested case review at the State of Oregon. As advance preparation in case the project is permitted, Morrow County is working with EFSC staff and neighboring Umatilla, Union, Baker and Malheur Counties on a collaborative effort to review permit conditions and compliance requirements including reports such as fire siting, environmental compliance and transportation impacts. Funding for the technical work to review studies will be made available through EFSC.

### **Tower Road Informational Meeting**

Planning and Public Works are hosting an informal meeting on August 11<sup>th</sup> from 8:30 – 10:00 to discuss Tower Road and the Interstate 84 Interchange. Oregon Department of Transportation (ODOT) will be funding the development of a formal Interchange Area Management Plan next year. Interested landowners and residents are welcome to attend the meeting at the North Morrow Annex Building in Irrigon.

### **Rural Transportation Equity Grant**

Staff are refining a scope of work for the Rural Transportation Equity Project. The project is funded with a state grant and is designed to help underserved communities in rural areas gain access to critical services and destinations by identifying and pursuing transportation options like biking, walking and public transportation. Euvalcree and Eastern Oregon University's Rural Economic Vitality (REV) Program will be serving as consultants for the project. Work will get underway in the Fall.

**Coordinated Transportation Plan** for Morrow County and Umatilla County is in the update process. Planning staff is serving as part of the advisory committee, along with staff from The Loop.

### **Umatilla Army Depot**

Planning staff continue to provide support on matters related to the future transfer of the US Army lands to the Columbia Development Authority (CDA). The land transfer from U.S. Army Corps of Engineers to the CDA is scheduled to take place by the end of 2022. Numerous long range planning efforts are underway on topics including roads, infrastructure, power supply and water. Once the land is transferred CDA will be recruiting development which will take place on lands in Morrow and Umatilla counties. More information about the CDA and Army Depot lands is available on the CDA web page. <https://umadra.com/meetings>

**New Drone!** In late June, Planning purchased a DJI Phantom 4 Unmanned Aerial System (UAS). The UAS will be used for creating accurate base maps, 3D terrain modeling, and aerial surveys. Google Earth and other third-party base maps are typically older and outdated. The UAS will allow county to acquire real-time imagery that will better inform planning and other work in Morrow County. Currently, Stephen is working on obtaining FAA Part 107 Licensing and should complete the FAA test by the end of August.





The Honorable Greg Smith

Oregon House of Representatives

District 57

Good morning,

The Speaker's Office has tasked a group of rural legislators with developing a potential funding package to support rural economic development. Specifically, I have been asked to do a deep dive into an Industrial Lands Capitalization Fund. This is exciting news, but we now have work to do.

I am requesting your assistance in identifying the highest and best use for these potential funds. I would ask that you work collaboratively in your region/community, and send me your top three projects or concepts of how you would utilize these potential funds.

I look forward to receiving your priorities!

Best Regards,  
Greg

Representative Greg Smith  
District 57  
P.O. Box 219  
Heppner, OR 97836  
503-986-1457  
[rep.gregsmith@oregonlegislature.gov](mailto:rep.gregsmith@oregonlegislature.gov)  
[www.oregonlegislature.gov/smithg](http://www.oregonlegislature.gov/smithg)

Below are the preliminary funding topics being discussed:

### **Regional Rural Revitalization (\$30 Million) - Reps Marsh & Owens**

- This program will be used to revitalize rural communities through innovative workforce housing and infrastructure solutions. Funds will be reserved for rural areas with a preference for counties with historically low growth rates and underinvestment in housing infrastructure.

### **Outdoor Recreation (\$4 Million) - Rep Gomberg**

- Develop professional and workforce development programs for the outdoor recreation economy to address critical and urgent skill gaps in specialized, technical and leadership roles.
- Oregon Business Development Department (OBDD) to provide grants to build capacity and provide technical assistance in the outdoor gear and apparel industry (HB 3251, 2019 regular session).
- Outfit a fabrication and maker space at OSU-Cascades to support entrepreneurs in rural and central Oregon to prototype new products.
- Provide technical assistance for community engagement, planning and construction of outdoor recreation facilities in fire-impacted communities to support economic recovery and bolster existing efforts.

### **SBDC Grant Program (\$10 Million) - Rep. Gomberg**

- The individual Small Business Development Centers would apply for grants with projects catered to the areas (and business communities) of Oregon they serve. Grants would seek to drive economic development and service to small businesses via such efforts as business incubation for targeted industries, equipment for enhanced distance delivery to ensure greater access to advising services throughout rural Oregon – including to underrepresented business owners, outreach to businesses that may need support during recovery, regional initiatives and more.

### **Oregon Seafood Infrastructure (\$2 Million) - Rep. Gomberg**

- Oregon Coast Visitors Association (OCVA) has identified this package of “shovel ready” projects to enable multiple layers of economic benefit to Oregon communities and small businesses in the next 6-12 months.

### **Venue and County Fair Support (\$20 Million) - Reps Owens & Smith**

- Oregon Business Development Department to develop and implement program in response to negative impact of COVID-19 pandemic on organizations' earned revenue (performing arts, museums, County Fairs, etc.).

### **Meat Processing (\$10 Million) - Rep. Owens**

- Expand grant program within the Department of Agriculture to fund upgrades or new construction of establishments expected to operate under program of state meat inspection,

and expansion of certain establishments that operate under program of federal inspection (see HB 2785 2021).

**Industrial Lands Fund Capitalization (\$25 Million) - Rep Smith**

- Assist Oregon communities with funding infrastructure improvements to develop their industrial land into shovel-ready industrial sites, thus greatly increasing their ability to attract and grow manufacturing firms. There is the possibility of a forgivable loan portion to better assist those communities without the debt capacity to develop industrial sites.