

MORROW COUNTY BOARD OF COMMISSIONERS MEETING AGENDA

Wednesday, December 20, 2017 at 9:00 a.m.

Port of Morrow Riverfront Center, Wells Springs Room

2 Marine Drive, Boardman, Oregon

- 1. Call to Order and Pledge of Allegiance - 9:00 a.m.**
- 2. City and Citizen Comments** – This is the time provided for individuals wishing to address the Board regarding issues that are not already on the agenda.
- 3. Open Agenda** – This is the time for the Board to introduce subjects that are not already on the agenda.
- 4. Consent Calendar**
 - a. Approve Claims: Accounts Payable dated December 21st; Two One-Time Retirement Payments dated December 11th
 - b. Reappointment Requests to The Loop Advisory Committee
 - c. Resolution Number R-2017-32: Adopting the Bylaws of the Morrow County Road Committee
 - d. Crow Engineering Contract for North County Facility Planning
- 5. Business Items**
 - a. Board of Commissioners Committee & Board Assignments 2018
 - b. Intergovernmental Agreement #154978 with Oregon Health Authority, Substance Abuse Prevention and Treatment Block Grant (Kate Knop, Finance Director)
 - c. Juvenile Department New Job Description (Karen Wolff, Human Resources Director)
 - d. Budget Process Discussion (Darrell Green, County Administrator; Kate Knop, Finance Director)
- 6. Correspondence**
- 7. Commissioner Reports**
- 8. Adjournment**

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

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

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



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

Item #

46

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

Staff Contact: Anita Pranger
Department: Public Transportation
Short Title of Agenda Item:

Phone Number (Ext): 541-676-LOOP(5667)
Requested Agenda Date: Dec. 20, 2017

Advisory Committee reappointments

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

- | | |
|---|---|
| <input type="checkbox"/> Order or Resolution | <input checked="" 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 checked="" 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 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:

Anita Pranger

December 7, 2017

Department Head

Required for all BOC meetings


DATE

Admin. Officer/BOC Office

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

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

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

AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

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

On December 31, 2017 Aaron Palmquist, Kevin McCabe, Leann Rea, and Betty Gray's appointments to The Loop Morrow County Transportation advisory committee expire. They all have said that they would like to be reappointed.

2. FISCAL IMPACT:

These appointments need to be made to fulfill my advisory committee obligation as per state regulations.

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

Motion to approve appointment of Aaron Palmquist, Kevin McCabe, Leann Rea and Betty Gray to The Loop Morrow County Transportation advisory committee with terms being January 1, 2018 through December 31, 2021.

☒ Attach additional background documentation as needed.

Anita Pranger

From: Aaron Palmquist <aaron.palmquist@ci.irrigon.or.us>
Sent: Friday, October 20, 2017 3:49 PM
To: Anita Pranger
Subject: LOOP Committee Appointment

Anita,

Please consider this email as my desire to be re-appointed to the LOOP Committee. We have a come along way over the last couple of years and I am excited to be part of the opportunities before us.

Sincerely,

Aaron

Anita Pranger

From: kmlm@centurytel.net
Sent: Wednesday, December 06, 2017 12:08 PM
To: Anita Pranger
Subject: Loop Advisory Committee

Anita:

I would like to continue my term on the Loop Advisory Committee until I can find a replacement.

- Kevin McCabe

Dec 13, 2017

Morrow Co. Board of Comm.

I heann Rea request
to be reappointed to
the STB Board
(The Loop)

Thank you for your
consideration.

Heann Rea



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

(For BOC Use)
Item #
4c

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

Staff Contact: Richard Tovey

Department: Legal

Short Title of Agenda Item: **Resolution No. R-2017-32**

Resolution Amending Road Committee Bylaws

Phone Number (Ext): 5663

Requested Agenda Date: 12/20/2017

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 type="checkbox"/> Discussion & Action |
| Estimated Time: | Estimated Time: |
| <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:

_____ DATE	Department Head	Required for all BOC meetings
 DATE	Admin. Officer/BOC Office	Required for all BOC meetings
Richard S. Tovey 12/18/2017 DATE	County Counsel	*Required for all legal documents
_____ DATE	Finance Office	*Required for all contracts; other items as appropriate.
_____ DATE	Human Resources	*If appropriate

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

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

AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

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

The Board of Commissioners agreed to the amendments to the Road Committee Bylaws proposed by the Road Committee at the Board of Commissioners meeting held 12/13/2017 and requested that a resolution be created for the Board to sign.

2. FISCAL IMPACT:

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

Review the proposed resolution and sign if the Board of Commissioners are in agreement with the document.

☒ Attach additional background documentation as needed.

**IN THE BOARD OF COMMISSIONERS FOR THE STATE OF OREGON
FOR THE COUNTY MORROW**

IN THE MATTER OF APPROVING)	
THE AMENDED BYLAWS OF THE)	RESOLUTION NO. R-2017-32
MORROW COUNTY ROAD)	
COMMITTEE)	

The matter coming before the Morrow County Board of Commissioners, sitting as the governing body for Morrow County, Oregon during its regularly scheduled business meeting on December 13, 2017; and

WHEREAS, the Morrow County Road Committee is governed by bylaws; and

WHEREAS, the Morrow County Road Committee met November 27, 2017 and approved amendments to the bylaws, a copy of which is attached hereto as Attachment A and hereby incorporated by this reference; and

WHEREAS, the Morrow County Board of Commissioners met and considered the amendments to the Road Committee Bylaws; and

WHEREAS, the Morrow County Board of Commissioners accepted the amendments and requested a resolution adopting the amendments to the Road Committee bylaws.

NOW THEREFORE, BE IT RESOLVED that the Morrow County Road Committee Bylaws be amended and adopted as found in Attachment A.

ADOPTED by the Morrow County Board of Commissioners, this 20th day of December, 2017.

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

Melissa Lindsay, Chair

Don Russell, Commissioner

Jim Doherty, Commissioner

Approved as to Form:

Morrow County Counsel

Attest:

Bobbi Childers, County Clerk

MORROW COUNTY ROAD COMMITTEE BYLAWS

Article I: Name

The name of this advisory committee shall be the Morrow County Road Committee

Article II: Duties of Committee Members

- Section 1. Committee members shall become familiar with the operations, standards and financing needs of the Morrow County Road Department.
- Section 2. Committee members shall provide advisory recommendations only to the Morrow County Board of Commissioners, Public Works Director, Road Master and Assistant Road Master. These recommendations shall follow all County policies and consider all budgetary needs.

Article III: Membership

- Section 1. Requests for appointment shall be presented to Public Works in writing by the candidate. Public Works shall provide these to the Morrow County Board of Commissioners for approval and appointment.
- Section 2. The applications shall be in letter form containing complete information regarding qualifications and reasons for interest in Committee membership. The letter shall be signed and dated by the applicant.
- Section 3. The Committee shall consist of nine members appointed by the Morrow County Board of Commissioners.
- Section 4. Members shall be appointed to a term of three years, beginning on the date of appointment by the Morrow County Board of Commissioners.
- Section 5. A second group of nine shall comprise the alternate voting members who may stand in as voting members if their designated voting member is absent. This group shall be selected in the same manner as the voting members using the same criteria for geographic location.
- Section 6. Members shall reside or own property within Morrow County.
- Section 7. Membership shall consist of: one member from each of the five incorporated communities in Morrow County; one representative of north Morrow County and one representative of south Morrow County; two members at-large (one being from north Morrow County and one being from south Morrow County); agricultural representation shall be given preference for one of the at-large positions. This shall comprise the Morrow County Road Committee Membership.
- Section 8. Terms shall be for three year periods, from the date of appointment by the Morrow County Board of Commissioners, or from the date of the January 12, 2017 meeting for pre-existing members.

Article IV: Responsibilities of Committee Members

- Section 1. Committee members shall attend regularly scheduled meetings or give notice of needed absence.

- Section 2. Committee members shall provide to Morrow County Public Works and the Morrow County Board of Commissioners ongoing assistance with review of the Transportation System Plan as related to the Morrow County Road System.
- Section 3. Any decisions in regard to the Road Plan shall follow the recommendation of the Road Master/Assistant Road Master who shall follow the Morrow County Public Works Department's Road Maintenance/Reconstruction Prioritization Policy set forth by the Morrow County Court, July 31, 2013.
- Section 4. The Morrow County Road Master and Assistant Road Master shall furnish a yearly Work Plan that is not only compliant with policy, but also within a reasonably projected budget amount. The Road Committee shall review and give input as to any additions or changes it would like to make that are compliant with policy and budgetary needs.
- Section 5. Committee members shall serve as community spokespersons and advocate for effective programs to maintain and improve the County Road System.
- Section 6. Committee members shall review and be given input as to previous years' work completed, as well as cost of that work. The upcoming Work Plan and budget shall also be reviewed at regularly scheduled meetings. All information that pertains to these matters shall be furnished by staff.

Article V: Vacancies

- Section 1. The governing body shall make appointments as necessary to fill vacancies.
- Section 2. Requests for appointment shall be presented to Public Works in writing by the candidates. These applications shall be in letter form containing complete information regarding qualifications and reasons for interest in Committee membership. The letter shall be signed and dated by the applicant.
- Section 3. Public Works shall provide these to the Morrow County Board of Commissioners for approval and appointment.

Article VI: Staffing

- Section 1. Staff shall generate all agenda items, organize meeting locations and furnish all needed informational documents two weeks prior to the meeting. Staff will record all minutes and all motions and all subsequent actions. All meeting minutes shall be filed with the Public Works Office under the care of the Public Works Director.
- Section 2. Staff shall not have voting privileges, and will only furnish technical assistance to the Committee.
- Section 3. All decisions in regard to suggested policy or Road Work Plans shall be vetted for compliance to policy by the Road Master/Assistant Road Master and submitted to the Committee for review. After any required Planning Department review, decisions will then be forwarded to the County governing body for final discussion and approval.

- Section 4. The Committee shall elect a spokesperson to refer any item or issue to the Morrow County Board of Commissioners that might be relevant to the Morrow County Transportation System Plan or Road Committee business.

Article VII: Coordination with the Morrow County Planning Department

- Section 1. Land use requirements shall be coordinated with the Planning Department.
- Section 2. The Road Committee shall also function only in an advisory capacity for recommendations forwarded to the Planning Commission.
- Section 3. Any and all Planning Department or Planning Commission review processes must be strictly adhered to.

Tentative Committee/Board Assignments – 2018

Airport Advisory Committee – Commissioner Russell
 Board of Property Tax Appeals – Commissioner Russell
 Boardman Community Development Association – All. Meetings held second Thursday of the month.
 Budget Committee – All
 Columbia Development Authority – Commissioner Russell; alternate - Commissioner Doherty
 Columbia River Enterprise Zone II Board – Commissioner Russell; Commissioner Lindsay
 CAPECO – Commissioner Lindsay
 Community Renewable Energy Association – Commissioner Russell
 Court Security – County Administrator Darrell J. Green
~~Cultural Coalition – Commissioner Lindsay ??~~
 Early Childhood Committee – Commissioner Russell
 Eastern Oregon Counties Association – Commissioner Russell
~~Eastern Oregon Jobs Council – Commissioner Doherty (mandatory a Commissioner be on this board) ??~~
 Equity Fund Committee – All
 Fair Board – All to rotate as convenient & will coordinate for proper public notice, if necessary
 Forest Collaborative – Commissioner Doherty
 Governor's Advisory Committee on Energy and Agriculture – Commissioner Lindsay
 Greater Eastern Oregon Development Corporation (GEODC) – Commissioner Doherty; Commissioner Lindsay
 Ione Community Agri-Business Organization (ICABO) - All
 Irrigon-Boardman Emergency Assistance Center – Commissioner Russell
 Local Community Advisory Council (Public Health) – Commissioner Russell
 Local Public Safety Coordinating Council – Commissioner Lindsay
 Lower Umatilla Basin Groundwater Management Area – Commissioner Doherty
 Morrow County Advisory Board for Community Counseling Solutions – Commissioner Doherty
 Military Economic Agriculture Committee – Commissioner Lindsay
 Morrow County Citizens Economic Development Task Force – not mandatory, all can attend if interested but
 will coordinate for public notice requirements
 Neighborhood Center of South Morrow County – Commissioner Lindsay
 Parks Committee – Commissioner Russell
 Regional Community Advisory Council (Public Health) – Commissioner Russell
 Regional Solutions – Commissioner Lindsay
 Regional Travel Shed Analysis & Transit Development Analysis – Commissioner Doherty
 Road Committee – All; will coordinate for required notice
 Rodeo Committee – Commissioner Lindsay
 Soil & Water Conservation District – Commissioner Russell; Commissioner Lindsay
 Solid Waste Advisory Committee – Commissioner Russell
 The Loop - Morrow County Transportation Advisory Committee – Commissioner Doherty
 Willow Creek Valley Economic Development Group – All
 Wolf Depredation Advisory Committee – Commissioner Doherty



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

(For BOC Use)
Item #
56

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

Staff Contact: Kate Knop

Department: Finance

Short Title of Agenda Item:

Phone Number (Ext): 5302

Requested Agenda Date: 12/20/2017

OHA IGA #154978 for Substance Abuse Prevention & Treatment Block Grant (SAPT BG) pass-thru to CCS.

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

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

☐ N/A

Purchase Pre-Authorizations, Contracts & Agreements

Contractor/Entity: **Oregon Health Authority**

Contractor/Entity Address: **800 NE Oregon Street, Ste. 730 Portland, OR 97232**

Effective Dates – From: **July 1, 2017**

Through: **July 30, 2019**

Total Contract Amount: **106,758**

Budget Line: **101-199-3-30-3625**

Does the contract amount exceed \$5,000? ☒ Yes ☐ No

Reviewed By:

_____ DATE	Department Head	Required for all BOC meetings
_____ DATE	Admin. Officer/BOC Office	Required for all BOC meetings
Email attached _____ DATE	County Counsel	*Required for all legal documents
Kate Knop _____ DATE	Finance Office	*Required for all contracts; other items as appropriate.
_____ DATE	Human Resources	*If appropriate

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

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

Kate Knop

From: Justin Nelson
Sent: Friday, December 15, 2017 2:24 PM
To: Kate Knop
Cc: Richard Tovey
Subject: RE: OHA #154978

I have reviewed and have no concerns.

Justin W. Nelson
Morrow County District Attorney
Morrow County Counsel
100 S. Court St.
P.O. Box 664
Heppner, OR 97836
Office: (541) 676-5626
Fax: (541) 676-5660
Email: jnelson@co.morrow.or.us

From: Kate Knop
Sent: Friday, December 15, 2017 1:46 PM
To: Justin Nelson <jnelson@co.morrow.or.us>
Cc: Richard Tovey <rtovey@co.morrow.or.us>
Subject: OHA #154978

Justin & Rich,

Can you look at the attached OHA contract? I will prepare the agenda cover if you do not have any questions.

Thank you,

Kate Knop

Finance Director
Morrow County
P.O. Box 867
Heppner, OR 97836
541-676-5615 or x5302
kknop@co.morrow.or.us





Grant Agreement Number 154978

**STATE OF OREGON
INTERGOVERNMENTAL GRANT AGREEMENT**

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

This Agreement is between the State of Oregon, acting by and through its Oregon Health Authority, hereinafter referred to as "OHA" or "Agency," and

**Morrow County
P.O. Box 867
Heppner, OR 97836
Telephone: (541) 676-5617
Facsimile: (541) 676-5619
Attention: Katherine Knop, Finance Director
E-mail address: kknop@co.morrow.or.us**

hereinafter referred to as "Recipient."

The Program to be supported under this Agreement relates principally to OHA's

**Public Health Division
Health Promotion & Chronic Disease Prevention Section
800 NE Oregon Street, Suite 730
Portland, OR 97232
Agreement Administrator: Luci Longoria or delegate
Telephone: 971-673-1064
Facsimile: 971-673-0994
E-mail address: luci.longoria@state.or.us**

1. Effective Date and Duration.

Upon approval of this Agreement by the Department of Justice and all parties, this Agreement shall become effective **July 1, 2017**, regardless of the date it is signed by every party. Unless extended or terminated earlier in accordance with its terms, this Agreement shall expire on **July 30, 2019**. Agreement termination or expiration shall not extinguish or prejudice OHA's right to enforce this Agreement with respect to any default by Recipient that has not been cured.

2. Agreement Documents.

- a. This Agreement consists of this document and includes the following listed exhibits which are incorporated into this Agreement:

- (1) Exhibit A, Part 1: Program Description
- (2) Exhibit A, Part 2: Payment and Financial Reporting
- (3) Exhibit A, Part 3: Special Terms and Conditions
- (4) Exhibit B: Standard Terms and Conditions
- (5) Exhibit C: Subcontractor Insurance Requirements
- (6) Exhibit D: Federal Terms and Conditions
- (7) Exhibit E: Information Required by 2 CFR 200.331(a)(1)

There are no other Agreement documents unless specifically referenced and incorporated in this Agreement.

- 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 documents comprising this Agreement shall be in the following descending order of precedence: this Agreement less all exhibits, Exhibits D, B, A, C and E.

3. Grant Disbursement Generally.

- a. The maximum not-to-exceed amount payable to Recipient under this Agreement, which includes any allowable expenses, is **\$122,500.00**. OHA will not disburse grant to Recipient in excess of the not-to-exceed amount and will not disburse grant until this Agreement has been signed by all parties. OHA will disburse the grant to Recipient as described in Exhibit A.

4. Vendor or Sub-Recipient Determination.

In accordance with the State Controller's Oregon Accounting Manual, policy 30.40.00.102, OHA's determination is that:

☒ Recipient is a sub-recipient ☐ Recipient is a vendor ☐ Not applicable

Catalog of Federal Domestic Assistance (CFDA) #(s) of federal funds to be paid through this Agreement: **93.959**

5. **Recipient Data and Certification.**

a. **Recipient Information.** Recipient shall provide the information set forth below.

Please print or type the following information

Recipient Name (exactly as filed with the IRS): _____

County of Morrow

Street address: 110 N. Court Street P.O. Box 867

City, state, zip code: Heppner, OR 97836

Email address: KKnop@co.morrow.or.us

Telephone: (541) 676-5615 Facsimile: (541) 676-5619

Federal Employer Identification

Number: _____

Proof of

Workers'

Policy #:

The above

proof of in

b.

2018
all provide

ims Act,
80.750)
greement or
Recipient
"false

Recipient further acknowledges that in addition to the remedies under this

Agreement, if it makes (or causes to be made) a false claim or performs (or causes to be performed) an act prohibited under the Oregon False Claims Act, the Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against the Recipient. Without limiting the generality of the foregoing, by signature on this Agreement, the Recipient hereby certifies that:

- (1) The information shown in this Section 5., Recipient Data and Certification, is Recipient's true, accurate and correct information;
- (2) To the best of the undersigned's knowledge, Recipient has not discriminated against and will not discriminate against minority, women or emerging small business enterprises certified under ORS 200.055 in obtaining any required subcontracts;

- (3) Recipient and Recipient's employees and agents are not included on the list titled "Specially Designated Nationals" maintained by the Office of Foreign Assets Control of the United States Department of the Treasury and currently found at: <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>;
 - (4) Recipient is not listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal procurement or Non-procurement Programs" found at: <https://www.sam.gov/portal/public/SAM/>; and
 - (5) Recipient is not subject to backup withholding because:
 - (a) Recipient is exempt from backup withholding;
 - (b) Recipient has not been notified by the IRS that Recipient is subject to backup withholding as a result of a failure to report all interest or dividends; or
 - (c) The IRS has notified Recipient that Recipient is no longer subject to backup withholding.
- c. Recipient is required to provide its Federal Employer Identification Number (FEIN) to OHA. By Recipient's signature on this Agreement, Recipient hereby certifies that the FEIN provided to OHA is true and accurate. If this information changes, Recipient is also required to provide OHA with the new FEIN within 10 days.

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

6. **Signatures.** 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 the Agreement and any amendments so executed shall constitute an original.

Morrow County

By:

Authorized Signature

Printed Name

Title

Date

State of Oregon acting by and through its Oregon Health Authority

By:

Authorized Signature

Printed Name

Title

Date

Approved as to form:

Via e-mail by Cynthia Byrnes, Assistant Attorney General

7/10/17

Assistant Attorney General

Date

OHA Program Review:

Authorized Signature

Printed Name

Title

Date

EXHIBIT A
Part 1
Program Description

1. SAPT BG Program Description

Substance Abuse Prevention and Treatment Block Grant (SAPT BG) funds are used to prevent alcohol, tobacco and drugs use and associated effects, across the lifespan. The SAPT BG program's objective is to help plan, implement and evaluate strategies that prevent substance abuse, by reducing of risk factors and increasing protective factors associated with alcohol, tobacco and other drugs. (See <https://www.samhsa.gov/grants/block-grants/sabg>)

SAPT BG programs, defined by the National Academies of Science Continuum of Care prevention categories, include promotion, universal direct, universal indirect, selective, and indicated prevention:

- Promotion and universal prevention addresses the entire population with messages and programs aimed at prevention or delaying the use of alcohol, tobacco and other drugs.
- Selective prevention targets are subsets of the total population that are deemed to be at risk for substance abuse by virtue of membership in a particular population segment.
- Indicated prevention is designed to prevent the onset of substance abuse in individuals who do not meet criteria for addiction but who are showing elevated levels of risk and early danger signs.

SAPT BG programs support implementation of the Center for Substance Abuse Prevention's (CSAP) six strategies:

- 1) Information Dissemination;
- 2) Prevention Education;
- 3) Alcohol, Tobacco & Other Drug (ATOD) Free Alternatives;
- 4) Community Based Processes;
- 5) Environmental/Social Policy; and
- 6) Problem Identification and Referral.

2. Required Recipient Activities (each an "Activity")

- 2.1** Recipient shall submit to Oregon Health Authority (OHA) for approval, a Biennial Alcohol and Drug Prevention and Education Program (ADPEP) Plan ("Biennial ADPEP Plan"), for 2017-19 and 2019-21 which details the strategies to be implemented, as outlined in this Program Description and as described in annual guidance documents provided by OHA and the goals, objectives and outcomes to be achieved by implementing those strategies. **(Completion Due:** the 2017-19 Biennial ADPEP Plan was due June 26, 2017 under the previous grant and Service Element; and the second 2019-21 Biennial ADPEP Plan is due June 30, 2019).

2.2 Recipient shall implement the Recipient's OHA-approved 2017-19 Biennial ADPEP Plan, including but not limited to, the following types of activities:

- Information Dissemination – local implementation of media campaigns; Public Service Announcements (PSA);
- Prevention Education – assuring school policy supports evidence-based school curricula and parenting education and skill building; peer leadership; classroom education;
- Alcohol, Tobacco & Other Drug (ATOD) Free Alternatives - youth leadership and community service projects that support policy strategies and goals; mentoring programs;
- Community Based Processes - community engagement and mobilization; Building and effectively managing prevention coalitions;
- Environmental/Social Policy - school policies and community or organizational rules and laws regulating alcohol, tobacco and other drugs; and
- Problem Identification and Referral – sustainable referral systems to evidence-based health care systems, services and providers.

(Completion Due: on an ongoing basis throughout the term of this Agreement).

2.3 Recipient shall coordinate with the local Tobacco Prevention and Education Program (TPEP) to include detail of coordinated strategies in the Recipient's OHA-approved 2017-19 Biennial ADPEP Plan to advance and coordinate tobacco prevention for:

- Establishing tobacco-free properties; and/or
- Tobacco retail restrictions.

(Completion Due: on an ongoing basis throughout the term of this Agreement).

2.4 Recipient shall participate in site visits, state trainings, meetings and evaluation activities as requested or required by OHA. **(Completion Due:** on an ongoing basis throughout the term of this Agreement).

3. Reporting Requirements

3.1 Recipient shall report to OHA semi-annually to describe progress made in completing activities and achieving the goals and objectives set forth in the Recipient's OHA-approved Biennial ADPEP Plan. **(Semi-Annual Progress Reports Due:** on an ongoing basis throughout the term of this Agreement each six months beginning with the first report in January, 2018 and as otherwise

requested by OHA).

- 3.2 Recipient shall submit written annual Progress reports to OHA using forms and procedures provided by OHA to describe results in achieving the goals and objectives through implementing the evidence-based strategies set forth in the Recipient's OHA-approved Biennial ADPEP Plan as well as any obstacles encountered, successes and lessons learned. (**Annual Progress Reports Due:** July 30, 2018 and July 30, 2019.)

EXHIBIT A
Part 2
Payment and Financial Reporting

1. Expenditure of Grant Funds.

- a.** OHA will reimburse Recipient for allowable expenses incurred in performing Program activities as described in **Exhibit A, Part 1, Program Description** consistent with the OHA approved Budget* for the subject period.

***Note re: Budget Adjustments:**

Budget adjustments of up to 10% of the cumulative grant award amount are allowable between or within Budget categories and line items. No OHA approval is required for such adjustments, but Recipient shall notify the OHA Agreement Administrator of all such changes.

Budget adjustments exceeding 10% of the cumulative grant award amount between or within Budget categories and line items require the prior written approval of the OHA Agreement Administrator.

- b.** Recipient shall prepare and submit written Expenditure Reports and Reimbursement Requests at least quarterly and no more than monthly and within 30 days of the subject period end.
- c.** Recipient's Expenditure Reports and Reimbursement Requests shall include:
- Recipient's name
 - Agreement number;
 - Agreement not-to-exceed (NTE) amount;
 - Budget NTE amount per Activity;
 - An itemized list of Program expenses to be reimbursed for the subject period (such as personnel, fringe, travel, supplies, indirect, other); and
 - Amounts billed by Recipient for current Reimbursement Request period by Activity; and
 - The cumulative amounts billed by Recipient to date per Activity; and
- d.** Recipient's Expenditure Reports shall include a detailed accounting report of the itemized expenses. Supporting documentation of Program expenses must be maintained by Recipient and made available to OHA upon request. Recipient shall revise and resubmit Expenditure Reports to OHA's satisfaction.
- e.** Recipient shall send all Expenditure Reports and Reimbursement Request, to OHA's Contract Administrator (Luci Longoria) and Contract Coordinator (Ashley Thirstrup) at following email addresses, or to any other address as OHA may indicate in writing to Recipient: luci.longoria@state.or.us; ashley.thirstrup@state.or.us.

2. **Travel and Other Expenses.**

OHA will not reimburse Recipient for any travel or additional expenses under this Agreement.

EXHIBIT A
Part 3

- 1. Federal Whistleblower Protection.** Recipient shall comply, and ensure the compliance by subcontractors or subgrantees, with 41 U.S.C. 4712, Pilot Program for Enhancement of Employee Whistleblower Protection.

EXHIBIT B
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 OHA or any other agency or department of the State of Oregon, or both, 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 for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this Section be construed as a waiver by the State of Oregon of the jurisdiction of any court or of any form of defense to or immunity from any Claim, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise. 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. This Section shall survive expiration or termination of this Agreement.

2. Compliance with Law.

Recipient shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Recipient and this Agreement. 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 parties and that Recipient is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265 or otherwise.

4. Grant Funds; Payments.

- a.** Recipient is not entitled to compensation under this Agreement by any other agency or department of the State of Oregon. Recipient understands and agrees that OHA's participation in this Agreement is contingent on OHA receiving appropriations, limitations, allotments or other expenditure authority sufficient to allow OHA, in the exercise of its reasonable administrative discretion, to participate in this Agreement.
- b.** Disbursement Method. Disbursements 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 as applicable, and any other OHA Oregon Administrative Rules that are program-specific to the billings and payments. Upon request, Recipient must provide its taxpayer identification number (TIN) and other necessary banking information to receive EFT payment. Recipient 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. Recipient must provide this designation and information on a form provided by OHA. In the event that EFT information changes or the Recipient elects to designate a different financial institution for the receipt of any payment made using EFT procedures, Recipient will provide the changed information or designation to OHA on a OHA-approved form.

5. Recovery of Overpayments.

Any funds disbursed to Recipient under this Agreement that are expended in violation or contravention of one or more of the provisions of this Agreement “Misexpended Funds” or that remain unexpended on the earlier of termination or expiration of this Agreement must be returned to OHA. Recipient shall return all Misexpended Funds to OHA promptly after OHA’s written demand and no later than 15 days after OHA’s written demand. Recipient shall return all Unexpended Funds to OHA within 14 days after the earlier of termination or expiration of this Agreement. OHA, in its sole discretion, may recover Misexpended or Unexpended Funds by withholding from payments due to Recipient such amounts, over such periods of time, as are necessary to recover the amount of the overpayment. Prior to withholding, if Recipient objects to the withholding or the amount proposed to be withheld, Recipient shall notify OHA that it wishes to engage in dispute resolution in accordance with Section 14 of this Exhibit.

6. Reserved.

7. Contribution.

If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 (“Third Party Claim”) against a 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.

With respect to a Third Party Claim for which the State is jointly liable with the Recipient (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 the 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 the State on the one hand and of the 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. 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.

With respect to a Third Party Claim for which the Recipient is jointly liable with the State (or would be if joined in the Third Party Claim), the 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 the State in such proportion as is appropriate to reflect the relative fault of the Recipient 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 the Recipient 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 Recipient'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.

This Section shall survive expiration or termination of this Agreement.

8. Indemnification by Subcontractors.

Recipient shall take all reasonable steps to require its contractor(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 ("Indemnatee") 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 Recipient's contractor or any of the officers, agents, employees or subcontractors of the contractor ("Claims"). It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by the contractor from and against any and all Claims. This Section shall survive expiration or termination of this Agreement.

1. Default; Remedies; Termination.

a. Default by Recipient. Recipient shall be in default under this Agreement if:

- (1) Recipient fails to perform, observe or discharge any of its covenants, agreements or obligations set forth herein;
- (2) Any representation, warranty or statement made by Recipient herein or in any documents or reports relied upon by OHA to measure compliance with this Agreement, the expenditure of disbursements or the desired outcomes by Recipient is untrue in any material respect when made;
- (3) Recipient (1) applies for or consents to the appointment of, or taking of possession by, a receiver, custodian, trustee, or liquidator of itself or 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 Bankruptcy Code, or (8) takes any action for the purpose of effecting any of the foregoing; or
- (4) A proceeding or case is commenced, without the application or consent of Recipient, in any court of competent jurisdiction, seeking (1) the liquidation, dissolution or winding-up, or the composition or readjustment of debts, of Recipient, (2) the appointment of a trustee, receiver, custodian, liquidator, or the like of Recipient or of all or any substantial part of its assets, or (3) similar relief in respect to Recipient 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 days, or an order for relief against Recipient is entered in an involuntary case under the Federal Bankruptcy Code (as now or hereafter in effect).

b. OHA's Remedies for Recipient's Default. In the event Recipient is in default under Section 9.a., OHA may, at its option, pursue any or all of the remedies available to it under this Agreement and at law or in equity, including, but not limited to:

- (1) termination of this Agreement under Section 9.c.(2);
- (2) withholding all or part of monies not yet disbursed by OHA to Recipient;
- (3) initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief; or

- (4) exercise of its right of recovery of overpayments under Section 5. of this Exhibit B.

These remedies are cumulative to the extent the remedies are not inconsistent, and OHA may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever. If a court determines that Recipient was not in default under Section 9.a., then Recipient shall be entitled to the same remedies as if this Agreement was terminated pursuant to Section 9.c.(1).

c. Termination.

- (1) OHA's Right to Terminate at its Discretion. At its sole discretion, OHA may terminate this Agreement:
 - (a) For its convenience upon 30 days' prior written notice by OHA to Recipient;
 - (b) Immediately upon written notice if OHA fails to receive funding, appropriations, limitations, allotments or other expenditure authority at levels sufficient to continue supporting the program; or
 - (c) Immediately upon written notice if federal or state laws, regulations, or guidelines are modified or interpreted in such a way that OHA's support of the program under this Agreement is prohibited or OHA is prohibited from paying for such support from the planned funding source.
 - (d) Immediately upon written notice to Recipient if there is a threat to the health, safety, or welfare of any person receiving funds or benefitting from services under this Agreement "OHA Client", including any Medicaid Eligible Individual, under its care.
- (2) OHA's Right to Terminate for Cause. In addition to any other rights and remedies OHA may have under this Agreement, OHA may terminate this Agreement immediately upon written notice to Recipient, or at such later date as OHA may establish in such notice if Recipient is in default under Section 9.a.
- (3) 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.
- (4) Return of Property. Upon termination of this Agreement for any reason whatsoever, Recipient shall immediately deliver to OHA all of OHA's property that is in the possession or under the control of Recipient at that time. This Section 9.c.(4) survives the expiration or termination of this Agreement.
- (5) Effect of Termination. Upon receiving a notice of termination of this Agreement or upon issuing a notice of termination to OHA, Recipient shall immediately cease all activities under this Agreement unless, in a notice issued by OHA, OHA expressly directs otherwise.

2. Insurance.

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). Recipient shall require subcontractors to maintain insurance as set forth in Exhibit C, which is attached hereto.

3. Records Maintenance, Access.

Recipient shall maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. In addition, Recipient shall maintain any other records, books, documents, papers, plans, records of shipments and payments and writings of Recipient, whether in paper, electronic or other form, that are pertinent to this Agreement, in such a manner as to clearly document Recipient's performance. All financial records, other records, books, documents, papers, plans, records of shipments and payments and writings of Recipient whether in paper, electronic or other form, that are pertinent to this Agreement, are collectively referred to as "Records." Recipient acknowledges and agrees that OHA and the Secretary of State's Office and the federal government and their duly authorized representatives shall have access to all Records to perform examinations and audits and make excerpts and transcripts. Recipient shall retain and keep accessible all Records for the longest of:

- a. Six years following final payment and termination of this Agreement;
- b. The period as may be required by applicable law, including the records retention schedules set forth in OAR Chapter 166; or
- c. Until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement.

4. Information Privacy/Security/Access.

If this Agreement requires or allows Recipient or, when allowed, its subcontractor(s), to have access to or use of any OHA computer system or other OHA Information Asset for which OHA imposes security requirements, and OHA grants Recipient or its subcontractor(s) access to such OHA Information Assets or Network and Information Systems, Recipient shall comply and require all subcontractor(s) to which such access has been granted to comply with OAR 943-014-0300 through OAR 943-014-0320, 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 943-014-0305, as such rule may be revised from time to time.

5. Assignment of Agreement, Successors in Interest.

- a. Recipient shall not assign or transfer its interest in this Agreement without prior written consent of OHA. Any such assignment or transfer, if approved, is subject to such conditions and provisions required by OHA. No approval by OHA of any assignment or transfer of interest shall be deemed to create any obligation of OHA 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.

14. Resolution of Disputes.

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

15. Subcontracts.

Recipient shall not enter into any subcontracts for any part of the program supported by this Agreement without OHA's prior written consent. In addition to any other provisions OHA may require, Recipient shall include in any permitted subcontract under this Agreement provisions to ensure that OHA will receive the benefit of subcontractor activity(ies) as if the subcontractor were the Recipient with respect to Sections 1, 2, 3, 7, 8, 10, 11, 12, 13, 15, 16, and 17 of this Exhibit B. OHA's consent to any subcontract shall not relieve Recipient of any of its duties or obligations under this Agreement.

16. No Third Party Beneficiaries.

OHA 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, 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.

17. 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.

18. 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 Recipient or OHA 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 Recipient, or on the next business day if transmission was outside normal business hours of the Recipient. 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.

OHA: Office of Contracts & Procurement
250 Winter St. NE, Room 306
Salem, OR 97301
Telephone: 503-945-5818
Facsimile: 503-378-4324

This Section shall survive expiration or termination of this Agreement.

19. 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.

20. Amendments; Waiver; Consent.

OHA 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, 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.

21. Merger Clause.

This Agreement 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.

22. 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.

EXHIBIT C

SUBCONTRACTOR INSURANCE REQUIREMENTS

Recipient shall require its first tier contractor(s) 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 Change or Cancellation, and Certificate(s) or Proof of Insurance before the contractors perform under contracts between Recipient and the contractors (the "Subcontracts"), and (ii) maintain the insurance in full force throughout the duration of the Subcontracts. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to Agency. Recipient shall not authorize contractors to begin work under the Subcontracts 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 Subcontracts permitting it to enforce contractor compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. Examples of "reasonable steps" include issuing stop work orders (or the equivalent) until the insurance is in full force or terminating the Subcontracts as permitted by the Subcontracts, or pursuing legal action to enforce the insurance requirements. In no event shall Recipient permit a contractor to work under a Subcontract when the Recipient is aware that the contractor is not in compliance with the insurance requirements. As used in this section, a "first tier" contractor is a contractor with which the Recipient directly enters into a contract. It does not include a subcontractor with which the contractor enters into a contract.

1. Types and Amounts

a. Workers' Compensation and Employers' Liability:

Subcontractors 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). If Subcontractor is a subject employer, as defined in ORS 656.023, Subcontractor shall also obtain Employers' Liability insurance coverage with limits not less than \$500,000 each accident. Out-of-state employers, including Subcontractor, shall provide Workers' Compensation insurance coverage for their employees as required by applicable Workers' Compensation laws including Employers' Liability insurance coverage with limits not less than \$500,000.

b. Professional Liability:

☐ Required ☒ Not required

c. Commercial General Liability:

☒ 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. This insurance shall include personal and advertising injury liability, products and completed operations, and contractual liability coverage for the indemnity

provided under this Agreement. 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.

d. Abuse and Molestation:

☐ Required ☒ Not required

e. Automobile Liability:

☒ Required ☐ Not required

Automobile Liability insurance covering Recipient'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.

2. Excess/Umbrella:

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

3. Additional Insured:

The Commercial General Liability insurance and Automobile Liability insurance required under this Agreement 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 Subcontractor's activities to be performed under the Agreement. 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 their ongoing operations must be on ISO Form CO 20 10 07 04 or equivalent and the Additional Insured endorsement with respect to completed operations must be on ISO form CO 20 37 04 13 or equivalent.

4. 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, Subcontractor 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) Subcontractor's completion and OHA's acceptance of all Services required under this Agreement, or, (ii) OHA or Recipient termination of Agreement, or, (iii) The expiration of all warranty periods provided under this Agreement.

5. Certificate(s) and Proof of Insurance:

Recipient shall obtain from the contractor a Certificate(s) of Insurance for all required insurance before the contractor delivers any Goods and performs any Services required

under the subcontract. The Certificate(s) or 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. If Excess/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/umbrella insurance. As Proof of Insurance OHA has the right to request copies of insurance policies and endorsements relating to the insurance requirements in this Agreement.

6. Notice of Change or Cancellation:

The Subcontractor or its insurer must provide at least 60 days’ written notice to OHA before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

7. Insurance Requirement Review:

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

8. OHA Acceptance:

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

EXHIBIT D

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, Recipient shall comply and, as indicated, require all subcontractors to comply with the following federal requirements to the extent that they are applicable to this Agreement, to Recipient, or to the grant activities, 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.

Recipient 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 grant activities. Without limiting the generality of the foregoing, Recipient 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 OHA 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 grant activities in violation of 42 U.S.C. 14402.

2. Equal Employment Opportunity.

If this Agreement, including amendments, is for more than \$10,000, then Recipient 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 Recipient 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

OHA, United States Department of Health and Human Services and the appropriate Regional Office of the Environmental Protection Agency. Recipient 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.

Recipient 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 Recipient certifies, to the best of the Recipient's knowledge and belief that:

- a. No federal appropriated funds have been paid or will be paid, by or on behalf of Recipient, 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 Recipient shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
- c. The Recipient 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 Recipient 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 Recipient 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 Recipient 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.

Recipient 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.** Recipient 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 Recipient expends \$750,000 or more in federal funds (from all sources) in a federal fiscal year, Recipient 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 OHA within 30 days of

completion. If Recipient expends less than \$750,000 in a federal fiscal year, Recipient is exempt from Federal audit requirements for that year. Records must be available as provided in Exhibit B, "Records Maintenance Access".

8. Debarment and Suspension.

Recipient 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.

Recipient shall comply and require all subcontractors to comply with the following provisions to maintain a drug-free workplace: (i) Recipient 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 Recipient's workplace or while providing services to OHA Clients. Recipient's notice shall specify the actions that will be taken by Recipient against its employees for violation of such prohibitions; (ii) Establish a drug-free awareness program to inform its employees about: The dangers of drug abuse in the workplace, Recipient'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; (iii) Provide each employee to be engaged in the performance of services under this Agreement a copy of the statement mentioned in paragraph (i) above; (iv) Notify each employee in the statement required by paragraph (i) 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; (v) Notify OHA within ten (10) days after receiving notice under subparagraph (iv) above from an employee or otherwise receiving actual notice of such conviction; (vi) 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 41 U.S.C. 8104; (vii) Make a good-faith effort to continue a drug-free workplace through implementation of subparagraphs (i) through (vi) above; (viii) Require any subcontractor to comply with subparagraphs (i) through (vii) above; (ix) Neither Recipient, or any of Recipient'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 Recipient or Recipient's employee, officer, agent or subcontractor has used a controlled substance, prescription or non-prescription medication that impairs the

Recipient or Recipient's employee, officer, agent or subcontractor's performance of essential job function or creates a direct threat to OHA 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 (x) Violation of any provision of this subsection may result in termination of this Agreement.

10. Pro-Children Act.

Recipient 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.

Recipient 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. Recipient shall acknowledge Recipient'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, Recipient 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. Disclosure.

- 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.** 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.
- c.** As such, a provider must disclose any person with a 5% or greater direct or indirect ownership interest in the provider 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.
- d.** Recipient shall make the disclosures required by this Section to OHA. OHA reserves the right to take such action required by law, or where OHA has discretion, 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 activities 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 Recipient 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. Other Environmental Standards. Contractor shall comply and require all subcontractors to comply with all applicable environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order 11514; (b) protection of wetlands pursuant to Executive Order 11990; (c) evaluation of flood hazards in flood plains in accordance with Executive Order 11988; (d) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. 1451 et. seq.); (e) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. 7401 et seq.); (f) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (g) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).

16. Super Circular Requirements. 2 CFR Part 200, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, including but not limited to the following:

- a. **Property Standards.** 2 CFR 200.313, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, which generally describes the required maintenance, documentation, and allowed disposition of equipment purchased with federal funds.
- b. **Procurement Standards.** When procuring goods or services (including professional consulting services), applicable state procurement regulations found in the Oregon Public Contracting Code, ORS chapters 279A, 279B and 279C or 2 CFR §§ 200.318 through 200.326, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, as applicable.
- c. **Contract Provisions.** The contract provisions listed in 2 CFR Part 200, Appendix II, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, that are hereby incorporated into this Exhibit, are, to the extent

applicable, obligations of Contractor, and Contractor shall also include these contract provisions in its contracts with non-Federal entities.

17. In addition, Recipient shall comply with all federal requirements applicable to grants utilizing CFDA #93.959, as applicable, and as set forth in the following website(s): <https://www.cfda.gov/programs/93.959>.

EXHIBIT E

Information Required by 2 CFR 200.331(a)(1)*

Federal Award Identification

1. Subrecipient* Name (which must match the name associated with 2. below):
Morrow County
2. Subrecipient's Unique Entity Identifier (i.e., DUNS number): _____
3. Sub-award Period of Performance Start and End Date: From: 7/1/2017 To: 7/30/2019.
4. Total Amount of Federal Funds Obligated by this Agreement: \$106,758.00
5. Total Amount of Federal Funds Obligated to the Subrecipient by the pass-through entity including this Agreement**: \$106,758.00
6. Name of pass-through entity, and contact information for awarding official of the pass-through entity:
 - (a) Name of pass-through entity: Oregon Health Authority
 - (b) Contact Information for awarding official of the pass-through entity:
Michael Morris; Behavioral Health Policy Administrator, Health Policy and Analytics; 503-947-5539; Michael.n.morris@state.or.us
and Luci Longoria, Health Promotion Manager; 971-673-1064;
luci.longoria@state.or.us
7. **Federal Award: SAPT**
 - (a) Federal Award Identification Number (FAIN): 2B08TI010043-16
 - (b) Federal Award Date: 10/01/2015-9/30/2017 (The money is continuous and another NOA will be received in October 2017)
 - (c) Total Amount of Federal Award committed to the Subrecipient by the pass-through entity: \$106,758.00
 - (d) Federal Awarding Agency: Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, Center for Substance Abuse Treatment
 - (e) Federal Award Project Description: Provides block grant resources for treatment services (OHA Health Services) and foundational substance abuse prevention (PHD) to address alcohol, tobacco and other drugs.
 - (f) CFDA Number and Name: 93.959 (Substance Abuse Prevention and Treatment Block Grant)
Amount: \$10,289,173

- (g) Indirect Cost Rate: 5% of total direct cost
- (h) Is Award Research and Development? ☐ Yes ☒ No

8. **Federal Award: SPF-PFS**

- (a) Federal Award Identification Number (FAIN): 5U79SP020705-03
- (b) Federal Award Date: 9/30/2016-9/29/2017 (The money is continuous and another NOA will be received in October 2017)
- (c) Total Amount of Federal Award committed to the Subrecipient by the pass-through entity: \$0 - Not Applicable
- (d) Federal Awarding Agency: Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, Center for Substance Abuse Treatment
- (e) Federal Award Project Description: Provides resources to complement and accelerate alcohol prevention for 18-25 year olds.
- (f) CFDA Number and Name: 93.243 (Oregon Strategic Prevention Framework- Partnership for Success)
Amount: \$2,016,000
- (g) Indirect Cost Rate: 15% of personnel and fringe only
- (h) Is Award Research and Development? ☐ Yes ☒ No

*For the purposes of this Exhibit F, "Subrecipient" refers to **County** and "pass-through entity" refers to OHA.

The total amount of federal funds obligated to the Subrecipient by the pass-through entity is the total amount of federal funds obligated to the Subrecipient by the pass-through entity from **7/1/17 to 7/30/2019.

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: 154978 _____

Legal name (tax filing): County of Morrow _____

DBA name: _____

Billing address: P.O. Box 867 _____

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

Phone: _____

FEIN: _____

SSN: _____

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

Federal Funding Accountability and Transparency Act (FFATA) Subaward Reporting

This form is required by the Department of Human Services (DHS) and the Oregon Health Authority (OHA) to fulfill a federal requirement for contracting under the Federal Funding Accountability and Transparency Act (FFATA) Subaward Reporting System (FSRS). FFATA reporting is a requirement for subawards (also known as subrecipients) of federal awards in excess of \$25,000. Your organization will enter into a contract or agreement with DHS or OHA where the funding source is a federal grant with a subrecipient relationship. The information must be provided before the contract can be executed.

Legal entity name: County of Morrow

Data Universal Number System (DUNS) number:

Executive compensation information may also be required. Answer the following information questions:

- a. Does your company (1) receive 80% or more of its annual gross revenue **and** (2) \$25,000,000 or more in federal procurement contracts (and subcontracts) and federal financial assistance awards subject to the Transparency Act?

☐ Yes ☒ No If "**yes**," proceed to b. If "**no**," you are not required to supply executive compensation information. Complete the business entity contact information and return form to DHS/OHA requestor.

- b. Does the public have access to information about the compensation of the senior executives through periodic reports filed under section 13(a) or 15(d) of the Securities and Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

☒ Yes ☐ No If "**yes**," you are not required to supply executive compensation information. Complete the business entity contact information and return form to DHS/OHA requestor. If "**no**," provide the executive compensation information below.

Names and annual compensation amounts of the five most highly compensated executives:

1.	\$
2.	\$
3.	\$
4.	\$
5.	\$

Business entity contact information (person completing form):

Type name	Title	Date
-----------	-------	------

Return completed form to:

DHS/OHA requestor name: John F. Gardner, Procurement & Contract Specialist

Address: Email: john.f.gardner@state.or.us

City, State, ZIP: Not applicable

Background on FFATA requirements

The Federal Funding Accountability and Transparency Act (FFATA) was signed on September 26, 2006. The intent is to empower every American with the ability to hold the government accountable for each spending decision. The end result is to reduce wasteful spending in the government. The FFATA legislation requires information on federal awards (federal financial assistance and expenditures) be made available to the public via a single, searchable website, which is www.USASpending.gov.

Prime contractors awarded a federal contract or order that is subject to Federal Acquisition Regulation clause 52.204-10 (Reporting Executive Compensation and First-Tier Subcontract Awards) are required to file a FFATA subaward report by the end of the month following the month in which the prime contractor awards any subcontract greater than \$25,000.

Definition of compensation

Unless the contractor is exempt, FFATA requires you to report total compensation for each of your five most highly compensated executives for the preceding completed year. Total compensation means the cash and non-cash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following: salary and bonus; awards of stock, stock options, and stock appropriation rights; earnings for services under non-equity incentive plans; change in pension value; above-market earnings on deferred compensation which is not tax-qualified; and other compensation as defined in Federal 2 CFR Part 170, Section 170.330(b)(5)(vi).

If you have any questions, contact:

Richard Getgen, Senior Fiscal Analyst
DHS Office of Financial Services, Grant Accounting Unit
Phone: 503-947-5236



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

(For BOC Use)
Item #
5C

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

Staff Contact: Tom Meier/Karen Wolff
Department: Juvenile Dept.
Short Title of Agenda Item:

Phone Number (Ext): x5454/x5620
Requested Agenda Date: 12/20/17

Juvenile Department New Position

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

- | | |
|---|---|
| <input type="checkbox"/> Order or Resolution | <input type="checkbox"/> Appointments |
| <input type="checkbox"/> Ordinance/Public Hearing: | <input type="checkbox"/> Update on Project/Committee |
| <input type="checkbox"/> 1st Reading <input type="checkbox"/> 2nd Reading | <input type="checkbox"/> Consent Agenda Eligible |
| <input type="checkbox"/> Public Comment Anticipated: | <input checked="" type="checkbox"/> Discussion & Action |
| Estimated Time: | Estimated Time: 10 min |
| <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:

_____ DATE 12/18/17	Department Head	Required for all BOC meetings
_____ DATE 12/18/17	Admin. Officer/BOC Office	Required for all BOC meetings
_____ DATE 12/18/17	County Counsel	*Required for all legal documents
_____ DATE 12/18/17	Finance Office	*Required for all contracts; other items as appropriate.
_____ DATE 12/15/17	Human Resources	*If appropriate

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

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

AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

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

A long term employee in the Juvenile Department, the Assistant to the Director, has announced their retirement in January. This position has primarily been responsible for managing the data input/output from the State data system. Over the last 10 years there have been many changes in the Juvenile Justice program. In order to keep up with the many changes, the Juvenile Department would be best served with a Juvenile Parole & Probation Counselor (JPPC) as a replacement employee. The JPPC would work directly with the juvenile offenders. They would meet with them at their home, at school, at work, etc.

Currently, the Juvenile Director is carrying the entire case load. This is a critically needed position.

This is not a Public Safety position. As such, it will be placed in the General Employee unit of AFSCME.

2. FISCAL IMPACT:

Assistant to the Director - Pay Range 7, Step F = \$3,626/mo.

Juvenile Parole & Probation Counselor - Pay Range 12, Step A = \$3,626/mo.

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

- Approve creating a Juvenile Parole & Probation Counselor position and assign to Pay Range 12 of the General Employee wage scale.

- Other

☒ Attach additional background documentation as needed.

JOB DESCRIPTION

Date Prepared: ~~February 15, 2017~~ December 2017

Position Title: Juvenile Probation Counselor 1

Department: Juvenile Department

Supervisor: Juvenile Department Director

Position Overview: The Juvenile Department Probation Counselor, under the general and limited supervision of the Juvenile Department Director, performs professional case management in the investigation, counseling, adjustment, rehabilitation and guidance of youth with behavioral and emotional issues and their families. Responsibilities include but are not limited to: grant writing, reporting, handling a caseload of referred Juveniles; scheduling Juvenile Court hearings; preparing and presenting uncontested cases in Court; and attending meetings as directed by the Juvenile Director.

Number of Employees in chain-of-command: 0

Working Environment: Work is ~~done~~ accomplished in an office environment in County offices in Heppner, Irrigon and Boardman. ~~at the Heppner Office as well as Boardman and Irrigon locations.~~ Significant amount of travel between offices and to attend meetings and training. Weather conditions sometimes make traveling hazardous. Clients and family can be unpredictable and sometimes hostile.

Qualifications:

1. Education - BA or BS degree in sociology, psychology, corrections or related field of study preferred but may substitute work experience in a related corrections field, such as law enforcement.
2. Experience – 2 years of experience in a position involving corrections, reform or working with juvenile delinquents and/or management or administrative experience preferred.
3. Equipment used - **Automobile**, personal computer, copier, calculator, telephone, **personal electronic devices** and other office equipment.
4. Knowledge of principles of corrections, reform and juvenile delinquency.
5. The ability to use independent judgment including finely developed decision making, planning, analytical, risk assessment and organizational skills.
6. Ability to prepare and maintain detailed and accurate records including confidential Juvenile records as required under ORS 419A.255.
7. Report to County Juvenile Director.
8. Valid driver's license and ability to drive safely in diverse weather conditions.

9. Ability to communicate and coordinate well with a diverse population including staff members, professional consultants, attorneys, agencies, schools, law enforcement agencies, clients and members of the general public.
10. Attend trainings and conferences to maintain and improve skills necessary to the successful performance of the job.
11. Attain basic certification from DPSST (Department of Public Safety Standards and Training) as a Probation Counselor within 18-24 months on the job.

Essential Job Functions:

Physical:

1. Ability to manipulate (lift, carry move) weights of up to 40 pounds on an occasional basis.
2. Ability to twist and bend and climb on an occasional basis.
3. Hand and finger dexterity including ability to grasp, reach and feel.
4. Ability to work in temperature extremes for short periods of time.
5. Ability to stand for extended periods of time.
6. Ability to walk 200 yards, sometimes on uneven terrain.
7. Ability to push, pull, and guide materials over 40 pounds.
8. Ability to climb, stoop, kneel and crouch on a frequent basis.
9. Ability to talk in order to communicate with clients, coworkers, and the general public.
10. Ability to hear in order to communicate with clients, coworkers, and the general public.
11. Near and far visual acuity in order to observe clients and other surveillance duties.
12. Ability to sit for extended periods of time in order to complete reports and enter data.
13. Ability to take juvenile offenders into custody and restrain if necessary.
14. Ability to operate an automobile in a safe manner.
15. Regular and predictable attendance.

Mental:

1. Ability to read, write and speak English in order to read ORS, court orders and safety manuals.
2. Ability to work with demanding and sometimes hostile clients, including taking youth into physical and legal custody as is ordered by the Court or as is otherwise required by law.
3. Communicate well with diverse populations including clients, families, coworkers, community partners and public stakeholders.
4. Ability to assess clients and work closely with community partners in various locations throughout the county.
5. Requires sufficient hand-eye coordination, hand and finger dexterity including ability to grasp, and visual acuity to operate specialized equipment and read

- B. Meet with juveniles and their parents or guardians, including conducting home visits/assessments as is necessary.
 - C. Educate youth and families in regard to legal processes and terminology according to the Oregon Juvenile Code (ORS).
 - D. Develop contract for each juvenile handled informally (FAA).
 - E. Supervise formal cases before and after the Court process.
 - F. Monitor compliance of each juvenile with the specific terms of their Agreement or Court Order and staff caseload with Juvenile Director as required.
 - G. Provide counseling services to juveniles and their families through referral work with other private and State agencies
 - H. Recommend additional court action when probation conditions have been violated or other circumstances warrant it.
 - I. Refer to Oregon Youth Authority for out of home placement as required.
 - J. Contact victims, determine and monitor restitution as is necessary (Victim's packet).
 - K. While working with a diverse population of youths and families (racial, cultural, socio-economic, etc) address a variety of presenting issues including mental health, sexual offending, fire setting, truancy and substance abuse.
- III. Schedule Hearings
- A. Schedule all court hearings with the Circuit Court Judge, State Courts, DA, other attorneys, all within the legal statute of limitations
 - B. Prepare clients and their parents for the Court process or Formal Accountability Agreements
 - C. Staff all juvenile hearings, including presenting uncontested cases to the Circuit Court Judge and work with DA in preparation for contested cases
 - D. Assure that all appropriate summons, subpoenas or notices of hearing dates to juveniles, parents, witnesses, victims, attorneys, law enforcement officers, etc. are completed on time.
- IV. Miscellaneous
- A. Be on-call (rotational) for emergencies 24 hours/day, 7 days/week including responding to calls from law enforcement, detention staff, Juvenile department employees and members of the public.
 - B. Maintain attendance at meetings occurring throughout the region and state as needed.
 - C. Work closely with Mental Health, the District Attorney, law enforcement agencies, DHS, OYA, CARE team members, school officials and others as needed on matters of mutual interest or concern for youth in the County.
 - D. Maintain case plans, and electronic files through the Statewide Juvenile Justice Information System notebooks. Refer out to other community partners and stakeholders as is necessary

- E. Conduct investigations and prepare and present recommendations to assist the Circuit Court Judge. Complete risk assessments up to and including the JCP (Juvenile Crime Prevention), RNA (Risk Needs Assessment), OTA (Oregon Typology Assessment) and other tools within the Youth Reformation System as developed by the Oregon Youth Authority.
 - F. Provide notice to school district as required by law (certain required stages of the proceedings such as petition filing).
 - G. Other projects and duties as needed or assigned.
- V. Department Organization
- A. Communicate with other department employees to effectively and efficiently coordinate work programs.
 - B. Communicate with employees from other departments and agencies in order to coordinate and implement the work program.
 - C. Communicate with members of the general public in order to coordinate work programs and provide appropriate information about county activities.
 - D. Perform periodic reviews of the department organizational flow chart

NOTE: ~~The above job description is intended to represent only the key areas of responsibilities; specific position assignments will vary depending on the business needs of the department~~



Human Resources

P.O. Box 788 • Heppner OR 97836
(541) 676-5620

Karen Wolff
Human Resources Director
kwolff@co.morrow.or.us

TO: Morrow County Board of Commissioners
FROM: Karen Wolff, Human Resources Director
DATE: March 31, 2017
RE: FY 2017-2018 Replacement Position Summary
Juvenile Probation Counselor I

This is a summary of a request to create a new position. The Juvenile Department has an employee who has announced their intent to retire "this year", but a definite date has not been established. In anticipation of that retirement, Tom Meier, Juvenile Director would like to create a Juvenile Probation Counselor I position. While our current employee has provided a very valuable service to the Juvenile Department, Tom believes a Probation Counselor will be very valuable as we move forward. The County Juvenile Judge duties transitioned to the Morrow County Circuit Court in January 2017. This Probation Counselor will be in support of this new process.

Juvenile Probation Counselor I

*The current position has not been through the JobMeas™ evaluation.

Currently, the Juvenile Department has an Assistant to the Director. A new Job Title, Job Description has been created for a Juvenile Probation Counselor I. The two positions are very different. The Probation Counselor will be in the field and working directly with Juvenile offenders and their families, as well as the Court system.

The Juvenile Department Assistant to the Director is currently in General Employee Pay Range 7.

The JobMeas™ evaluation system placed the Juvenile Probation Counselor I position at General Employee Pay Range 12.

Other positions in Pay Range 11: Victim/Witness Advocate (DA)

Other positions in Pay Range 12: Child Support Enforcement Officer (DA), General Maintenance Associate.

Other positions in Pay Range 13: Appraiser I, GIS Planning Tech, Comm Disease Coord.

Based on the JobMeas™ evaluation, and the other positions currently in Pay Ranges 11-13, I recommend placing the Juvenile Probation Counselor I position in Pay Range 12.

It is not necessary to create this position at this time or to assign a Pay Range. A retirement date has not been set by the employee. We are happy to retain this employee as long as they want to remain with Morrow County. The purpose of this memo is to provide guidance for the budgeting process.

<u>Recommended Title</u>	Mental <u>LD</u> <u>PC</u>	Physical <u>PS</u> <u>Eff.</u>	Social <u>HR</u> <u>SC</u>	Envir. <u>PE</u> <u>WC</u>	Accnt. <u>AC</u> <u>IM</u>	Total Job <u>Value</u>	Skill <u>Grade</u>
--------------------------	-------------------------------	-----------------------------------	-------------------------------	-------------------------------	-------------------------------	---------------------------	-----------------------

Need a technical refresher?



Click on the red triangle?

Juvenile Probation Counselor 1	C1	6	A2	3	B2	7	A3	4	B1	5	1589	12
--------------------------------	----	---	----	---	----	---	----	---	----	---	------	----



Human Resources

P.O. Box 788 • Heppner OR 97836
(541) 676-5620

Karen Wolff
Human Resources Director
kwolff@co.morrow.or.us

TO: Morrow County Board of Commissioners
FROM: Tom Meier, Juvenile Department Director *Tom Meier*
DATE: April 3, 2017
RE: FY 2017-2018 Replacement Position Summary
Juvenile Probation Counselor I

The Juvenile Department is requesting consideration of a new Probation Counselor 1 position. Currently the Juvenile department consists of a Director, Assistant to the Director, and an Office Support Specialist. I have been advised that the Assistant to the Director will be retiring this calendar year. I do not have a specific date as of this writing. If a Probation Counselor 1 position is granted, it will replace the Assistant to the Director Position.

Comparable Counties.

In the 2015 Recidivism report as provided by the JJIS team, Morrow County had a total of 47 youth (counted for the calendar year for the recidivism report). Baker County had a total of 46 youth. Baker County and Morrow County have for a long time had very similar numbers in many different areas (referrals, kids aged 0-17 etc...). Baker County has a Director/Supervisor and two full time probation counselors.

The other County that is very close to Morrow County in terms of numbers, is Curry County. Although it is difficult to compare counties in general, having a couple with similar numbers is at least a start point. Curry County has a Director, two full time probation counselors and a Prevention Services Counselor.

Wallowa County does not compare to Morrow County in terms of numbers as they are a much smaller County. However, the staffing level there consists of a Director, one full time probation counselor and a part time probation counselor.

County Advantage.

I believe Morrow County will benefit greatly in having two people able to be in the field and supervise our kids. Currently, only one staff person is dedicated to this direct service (Director) whereas 2/3 of the staff are mostly office bound in South County. Fully 100% of the current caseload is in North County. Additionally, whereas my administrative duties have increased over the past year, I am still expected to be responsive to the community and our stake holders (schools, law enforcement, counselors, courts...etc...). The transition to Circuit Court has also served to take me from the north end of the County to the South where Court is held on most Thursdays.

End Memo.

GENERAL SCALE
2017 - 2018

COLA

3.000%

\$2,120.31

RANGE	POSITION	Hire 0 A	1 year B	1 year C	1 year D	1 year E	1 year F
1		1	\$2,120	\$2,226	\$2,338	\$2,455	\$2,577
2		2	\$2,226	\$2,338	\$2,455	\$2,577	\$2,706
3		3	\$2,338	\$2,455	\$2,577	\$2,706	\$2,841
4		4	\$2,455	\$2,577	\$2,706	\$2,841	\$2,983
	Health Promoter						
	Health Promoter						
	Health Promoter						
	JC Court Clerk						
	Veterans Service Officer						
5		5	\$2,577	\$2,706	\$2,841	\$2,983	\$3,133
6		6	\$2,706	\$2,841	\$2,983	\$3,133	\$3,289
	Office Assistant						
	Accounting Clerk						
7		7	\$2,841	\$2,983	\$3,133	\$3,289	\$3,454
	A&T Clerk						
	Chief Deputy Clerk						
	Chief Deputy Clerk						
	Juvenile Director Asst.						
8		8	\$2,983	\$3,133	\$3,289	\$3,454	\$3,626
	Planning Dept. Office Mgr.						
	Office Support Spec. (JV)						
	Appraiser Trainee						
	Court Clerk						
9		9	\$3,133	\$3,289	\$3,454	\$3,626	\$3,808
	A&T Office Specialist						
	Health Dept. Office Mgr.						
	Public Works Office Mgr.						
	Accounting Technician						
10		10	\$3,289	\$3,454	\$3,626	\$3,808	\$4,198
	Legal Secretary						
11		11	\$3,454	\$3,626	\$3,808	\$3,998	\$4,408
	Victims Advocate						
12		12	\$3,626	\$3,808	\$3,998	\$4,198	\$4,628
	Support Enforcement Officer						
13		13	\$3,808	\$3,998	\$4,198	\$4,408	\$4,628
	Appraiser I						
	Tobacco Educator						
14		14	\$3,998	\$4,198	\$4,408	\$4,628	\$4,860
15		15	\$4,198	\$4,408	\$4,628	\$4,860	\$5,103
	Appraiser II						
	Associate Planner						
16		16	\$4,408	\$4,628	\$4,860	\$5,103	\$5,358
	RN						
	RN						
	RN						
	RN						
	Community Health Nurse						
17		17	\$4,628	\$4,860	\$5,103	\$5,358	\$5,626
18		18	\$4,860	\$5,103	\$5,358	\$5,626	\$5,907
	Lead Appraiser						
19		19	\$5,103	\$5,358	\$5,626	\$5,907	\$6,202

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

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



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)

Staff Contact: Darrell Green
Department: Administration
Short Title of Agenda Item:

Phone Number (Ext):
Requested Agenda Date: 12/20/2018

Budget Planning and Direction for 2018/19

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

- | | |
|---|--|
| <input type="checkbox"/> Order or Resolution | <input type="checkbox"/> Appointments |
| <input type="checkbox"/> Ordinance/Public Hearing: | <input type="checkbox"/> Update on Project/Committee |
| <input type="checkbox"/> 1st Reading <input type="checkbox"/> 2nd Reading | <input type="checkbox"/> Consent Agenda Eligible |
| <input type="checkbox"/> Public Comment Anticipated: | <input type="checkbox"/> Discussion & Action |
| Estimated Time: | Estimated Time: |
| <input type="checkbox"/> Document Recording Required | <input type="checkbox"/> Purchase Pre-Authorization |
| <input type="checkbox"/> Contract/Agreement | <input checked="" 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 Head	Required for all BOC meetings
DATE		
Darrell J Green	Admin. Officer/BOC Office	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)

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

Budget considerations and priorities, such as; North County facility, Boardman property, Retirement Plan contribution(s), Public Works, etc

Budget process- feedback on what we can do better. Send out a Survey Monkey?

Nominate Kate Knop as the Budget Officer for this year.

2. FISCAL IMPACT:

N/A

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

Motion to appoint Kate Knop as the Budget Officer for the 2018/19 budget

☒ Attach additional background documentation as needed.



United States Department of the Interior

BUREAU OF LAND MANAGEMENT

Prineville District Office

3050 NE 3rd Street

Prineville, Oregon 97754

DEC 06 2017



Item #6

In Reply Refer To:

DOI-BLM-OR-P000-2011-0018-EA

Dear Interested Public:

The Prineville District Bureau of Land Management (BLM) is requesting public input on a proposal for road maintenance across the Prineville District. We analyzed the effects of this proposed action in an Environmental Assessment (EA), DOI-BLM-OR-P000-2011-0018-EA.

We originally published the EA in 2011, and received only one comment; it was in support of the proposed action. We are offering a second comment period because we made a few edits to the EA to reflect new information, changed circumstances, and clarifications. For example, we:

- Added detail to the implementation procedures appendix regarding public notification and tribal consultation.
- Clarified language regarding road closure to make it clear the EA only covers temporary closures to public use, not permanent closures.
- Updated the list of BLM preparers.
- Updated the tables displaying current miles of road/trail and number of campgrounds (Chapter 3 in the EA).
- Mentioned a newly listed species, the Oregon spotted frog (threatened).
- Corrected the list of District Resource Management Plans to show the newest one, the 2015 John Day Basin RMP, which covers the northeast portion of the District.
- Added project design features from the 2015 Oregon Greater Sage-grouse amendments, since that amended two of our RMPs: Brothers/La Pine and Upper Deschutes.

The revised EA and FONSI are available on our website (text search, advanced, for: District Road Maintenance):

https://eplanning.blm.gov/epl-front-office/eplanning/nepa/nepa_register.do

Comments on the revised EA are due in writing at the Prineville District office by January 5, 2018. Address comments to the BLM Field Managers, with "Road Maintenance" on the envelope or in the subject line. Send or deliver comments to the address above, email to BLM_OR_PR_Mail@blm.gov or FAX to 541-416-6798. If you have questions, contact Teal Purrington, project lead, at the above address, tpurring@blm.gov or phone 541-416-6700. To be most helpful, make your comments as specific as possible:

- Identify a different way to meet the purpose of the project;
- Provide new information about the proposed actions or the analysis;

- Point out a specific flaw in the analysis;
- Suggest alternate methodologies and the reason(s) why they should be used;
- Make factual corrections; or
- Identify a different source of credible research, which, if used in the analysis, could result in different effects.

Before including your address, phone number, e-mail address, or other personal identifying information in your comment, you should be aware that your entire comment, including your personal identifying information, may be made publicly available at any time. While you can ask us in your comment to withhold your personal identifying information from public review, we cannot guarantee that we will be able to do so.

Thank you for your interest in public lands.

Sincerely,



Jeff Kitchens
Field Manager, Deschutes Field Office



H.F. "Chip" Faver
Field Manager, Central Oregon Field Office