

**MORROW COUNTY BOARD OF COMMISSIONERS MEETING AGENDA**  
**Wednesday, February 13, 2019 at 9:00 a.m.**  
**Irrigon Branch of the Oregon Trail Library District, Community Room**  
**490 N.E. Main Ave., Irrigon, Oregon**

- 1. Call to Order and Pledge of Allegiance - 9:00 a.m.**
- 2. City/Citizen Comments:** Individuals may address the Board on topics not on the agenda
- 3. Open Agenda:** The Board may introduce subjects not on the agenda
- 4. Consent Calendar**
  - a. Accounts Payable dated February 14<sup>th</sup>; Retirement Taxes, February 4<sup>th</sup>, \$19,565.41
  - b. Minutes: January 9<sup>th</sup>
  - c. Oregon Health Authority Agreement #153133, Amendment 6, Mental Health, Substance Use Disorders and Problem Gambling Services
  - d. OHA Agreement #148077, Amendments 4 & 5, Community Developmental Disability Services
  - e. Adopting Resolution No. R-2019-4 to Amend Resolution R-2018-24 (Relinquishing Title of Property Not Needed for Public Use - Gilliam-Bisbee Property)
  - f. Resolution R-2019-3 Correcting legal description for Heppner property sold through tax foreclose; Quitclaim Deed to purchaser
  - g. Purchase Pre-Authorization Request, Public Works, 2008 Ford F550
- 5. Legislative Updates**
  - a. Land Use
- 6. Business Items**
  - a. Independent Audit Corrective Action Plan (Kate Knop, Finance Director)
  - b. Frontage Lane Right-of-Way Discussion (Matt Scrivner)
  - c. Road Use Agreement – Olson Road (Matt Scrivner)
- 7. Department Reports**
  - a. Planning Department Monthly Report (Carla McLane, Planning Director)
  - b. Veterans Services Quarterly Report (Linda Skendzel, Veterans Services Officer)
- 8. Correspondence**
- 9. Commissioner Reports**
- 10. Signing of documents**
- 10. Adjournment**

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

The meeting location is accessible to persons with disabilities. A request for an interpreter for the hearing impaired or for other accommodations for persons with disabilities should be made at least 48 hours before the meeting to Roberta Lutcher 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

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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.

**Morrow County Board of Commissioners Meeting Minutes  
January 9, 2019  
Irrigon Branch of the Oregon Trail Library District, Community Room  
Irrigon, Oregon**

**Present**

Chair Jim Doherty  
Commissioner Melissa Lindsay  
Commissioner Don Russell  
Darrell Green, Administrator  
Kate Knop, Finance Director  
Karmen Carlson, Human Resources Director  
Richard Tovey, County Counsel  
Roberta Lutchter, Executive Assistant

**Call to Order and Pledge of Allegiance:** 9:00 a.m.

**City and Citizen Comments:** After wishing all a Happy New Year, Irrigon City Manager Aaron Palmquist said “good things” will be happening in Irrigon in the next few months.

**Open Agenda:** Commissioner Lindsay requested a discussion on the process for staff to provide legislative updates at BOC meetings.

**Consent Calendar**

*Commissioner Russell moved to approve the following items in the Consent Calendar:*

1. *Accounts Payable, January 10<sup>th</sup>, \$158,529.95; Fiscal Year 2018-19 Retirement Taxes, January 3<sup>rd</sup>, \$19,565.41; Two Payroll Payables, January 2<sup>nd</sup>, \$162,439.89 and HRA VEBA, \$3,000*
2. *Minutes: December 18, 2018 Business Meeting*

*Commissioner Lindsay seconded. Unanimous approval.*

**Public Hearings**

Road Transfers to the City of Boardman and Port of Morrow; and Associated Order Numbers OR-2019-1 through OR-2019-7

Chair Doherty called for abstentions or conflicts of interest. Hearing none, he outlined the process for offering testimony and called for the Staff Report.

Carla McLane, Planning Director, reviewed her memo to the Board and Interested Parties dated January 2<sup>nd</sup>. She outlined the additional information provided for today’s Public Hearing since the last meeting with the Board. She discussed the seven Orders for consideration and the required notice process, which resulted in no inquiries.

Ms. McLane then discussed Order No. OR-2019-7 which states, “...the Morrow County Board of Commissioners transfers authority to the City of Boardman or the Port of Morrow of the roads identified within Orders OR-2019-1 through OR-2019-6 and any other County road that may be

identified that is located east of Olson Road, north of Interstate 84 and Highway 730, and within the portion of City limits annexed since 1985 and in areas zoned for Industrial Uses. Or more specifically as depicted on the map identified as Attachment A.” She stressed both the City and Port have until February 20<sup>th</sup> to provide their respective adopted Orders or their actions become invalid.

Chair Doherty asked if the Commissioners had questions for Staff.

Commissioner Russell said the Port was under the assumption they already owned some of the roads involved in today’s request. These actions clear up that confusion, he added. He asked if there would be any reason the County should not transfer the authority of the roads since there is another public entity willing to take over maintenance.

Public Works Director Matt Scrivner said doing so frees up the entity doing the building and infrastructure in that area.

Chair Doherty called for proponents to speak.

Ron McKinnis, Port of Morrow, Engineer (Retired)

Mr. McKinnis said the effort to clear up the confusion surrounding these roads spanned his entire career at the Port. He said this is probably the best position now could be hoped for. The County has chosen the best process so there isn’t confusion in the future, he said, because there has been confusion in the past. Mr. McKinnis requested the Board move forward with all of the Orders. He said he is not speaking for the City of Boardman, but at one time acted in their interest.

Chair Doherty called for opponents to speak. No response. He called for neutral parties to speak. Hearing no response, he asked if the Board had further questions of staff.

Commissioner Lindsay said the City of Boardman hasn’t shown up for any of these meetings and didn’t submit a letter until it was requested. She asked if there was contact with them in this process. She said she has seen letters about the City’s difficulty in maintaining infrastructure and asked if detailed conversations have taken place with the City.

Ms. McLane replied no, but the City Manager did not hesitate to quickly provide a letter when asked.

Mr. Scrivner said he hadn’t spoken to them in detail about it but the City currently maintains nearly all the way to the onion plant. They’ve already assumed the maintenance to that point, he said.

Chair Doherty said at this point, the City knows they’re taking on additional responsibility for the infrastructure. They’ve had challenges with funds for infrastructure in the past. Maybe this

will free up some of the Grants to Cities funds for the County as we come into budget because it doesn't appear to be a challenge for them to take on this extra responsibility. He explained in the last update about the grant funds from the City of Boardman, the letter stated the grant funds were needed because keeping up with infrastructure was a challenge. He said he'd be curious to see, as we move forward, if there are other things the City can spend those funds on.

Closed Public Hearing: 9:19 a.m.

Order Numbers OR-2019-1 through OR-2019-7

*Commissioner Lindsay moved to approve Order No. OR-2019-1, An Order Transferring Jurisdiction Over a Portion of Columbia Avenue to the City of Boardman. Commissioner Russell seconded. Unanimous approval.*

*Commissioner Russell moved to approve Order No. OR-2019-2, An Order Transferring Jurisdiction Over a Portion of Laurel Road to the City of Boardman. Commissioner Lindsay seconded. Unanimous approval.*

*Commissioner Lindsay moved to approve Order No. OR-2019-3, An Order Transferring a Portion of Columbia Avenue to the Port of Morrow. Commissioner Russell seconded. Discussion: Chair Doherty asked if all these roads remain public access. Ms. McLane replied absolutely. Vote: unanimous approval.*

*Commissioner Russell moved to approve Order No. OR-2019-4, An Order Transferring Jurisdiction Over Industrial Way to the Port of Morrow. Commissioner Lindsay seconded. Unanimous approval.*

*Commissioner Lindsay moved to approve Order No. OR-2019-5, An Order Transferring Jurisdiction Over Lindsay Way to the Port of Morrow. Commissioner Russell seconded and noted the road is named after Port of Morrow Commissioner Larry Lindsay. Unanimous approval.*

*Commissioner Russell moved to approve Order No. OR-2019-6, An Order Transferring Jurisdiction Over a Portion of Rippee Road to the Port of Morrow. Commissioner Lindsay seconded. Unanimous approval.*

Commissioner Lindsay requested further discussion on Order No. OR-2019-7. She said the unintended consequences of the Order are in the back of her mind and without a request from either party as to this type of need, she was not in favor of the Order.

*Commissioner Russell moved to approve Order No. OR-2019-7, An Order Confirming Transfer of Jurisdiction Over Several Roads within the City Limits of Boardman and the Port of Morrow Food Processing Park and East Beach Industrial Park. Chair Doherty seconded. Discussion: Chair Doherty asked County Counsel Richard Tovey if there were any challenges relative to*

*Commissioner Lindsay's concerns, or any other challenges, in general. Mr. Tovey said in his discussions with Ms. McLane, the only hold-up he had was the unintended consequences, for example, is there any chance the County does approve this broad Order and later there is a portion of a County road that for some reason is brought back to the County and the County wants to keep it. The way it's been delineated, specifically within the City limits and Industrial zones, it does really limit it to areas that have been discussed as wanting the Port and City in control of those. The only hang-up is the "what if." As far as legal hang-ups, the mechanisms are here for the Port and City to accept within that limited area of the map. Ms. McLane said this was noticed, the packet was provided, the City and Port had opportunity to say they didn't want to accomplish this. Silence usually means acceptance, she added. There was then discussion about the City's and Port's response requirement to the County's Orders. Chair Doherty said he had a challenge with the approach in that we could have lead off with Order No. 7 and made it effective immediately, but we felt it was necessary to go through each one individually. I don't think doing a blanket Order, especially when we just went through an exercise telling us we don't want to do that in the future. Vote: Aye – Commissioner Russell; Nay – Chair Doherty, Commissioner Lindsay. Motion failed.*

Port of Morrow/Columbia Mill Rezone – Continuation of Public Hearing of January 3, 2019  
Chair Doherty called for abstentions, conflicts of interest, or ex parte contact.

Commissioner Lindsay said she attended the Planning Commission meeting originally held on this topic and stayed for the entire presentation. She said she also received a hand-out of an email exchange not included in this, as did Commissioner Russell and the audience.

Ms. McLane said the Planning Commission did not take an action to add that to the record, as you see it.

Commissioner Russell said he attended the Planning Commission meeting and heard the same items as Commissioner Lindsay on this. Commissioner Russell said he listened to the two-hour audio recording of the original BOC Public Hearing from January 3<sup>rd</sup>. He said he had ex parte communication with a previous Port of Morrow Manager when he was still Manager about his thoughts on this project and client, however that client is no longer in the picture. He said he did not have an idea of future plans for this, but at one time there were plans for a client but economics have changed and the client is no longer. Commissioner Russell stated he had no conflicts.

Chair Doherty said he had nothing further other than what was disclosed at the original Public Hearing on January 3<sup>rd</sup>. He then called for the Staff Report.

Ms. McLane reviewed the new information provided since the January 3<sup>rd</sup> Public Hearing:

1. Updated memo from Ms. McLane dated January 7<sup>th</sup>
2. Updated Agenda Item Cover Sheet

3. The Planning Commission Final Findings of Fact now include the amended application (Goal 9 portion, page 12, highlighted in yellow)
4. Attachment 4 – Port of Morrow Infrastructure Plan, 29 pages of drawings
5. Emails between Ms. McLane and Mr. McKinnis. Ms. McLane said the important piece of information in the email is the sentence about the ability to provide waste water and fresh non-potable water.
6. Regarding the question about the signature page of the application, Ms. McLane provided an email correspondence with Don Rice that delineates that authority.
7. Applicant submitted a letter dated September 8, 2018 which served as notice to Ms. McLane as Enterprise Zone Manager, and Assessor/Tax Collector Mike Gorman, that they are shuttering and moving toward closure of the facility, as required under the Warren Act.

Chair Doherty called for proponents to speak.

J.R. Cook, Cook's Land and Water Consulting, LLC

Mr. Cook, acting as the Port's land use consultant, presented a four page letter to the Board dated January 9, 2019. He said it represents the Port's support testimony to the record that's been supplemented between January 3<sup>rd</sup> and today; he proceeded to read it into the record. The main points of the letter were:

1. Port Infrastructure Plan and Capability of Serving the Subject Property
2. Compatibility with Goal 9
3. Compliance with the Abandonment or Diminishment Standard of Oregon Revised Statute (ORS) 197.719
4. Land Use Compatibility
5. Port Opposition to Imposition of a Limited Use Overlay Zone
6. History of Permitting and Use of the Subject Property

Don Rice, Greenwood Resources and current landowner

Mr. Rice said there was a formal agreement with the adjacent landowner for Right of First Refusal and it was declined. He said they continued to talk to other agriculture users in the area but no one expressed interest. They continued marketing efforts and started discussions with the Port to find a continued use for the site. He said the sawmill was idled in the early part of 2017 and so about 90% of the investment in the sawmill was idled at that point, and subsequently equipment was removed. There's still ongoing operation with a chipping line that is used minimally and a barking line that services a sub-tenant for veneer and that supply of veneer is scheduled to end in March 2019. All the trees will not be harvested at that point but we anticipate field processing of the materials after that. The site will be totally idled March 2019, he said.

Joe Nash, Nash Contracting

Mr. Nash said he could be called a potential client and has been there a long time. He said he's trying to work through keeping the chip facility in operation which would require no

modifications except to change the paperwork. He said the goal is to find an alternative for the 14 or 15 employees once the operation ends with Greenwood. He said he wants to bring in logs from the surrounding areas and store them on the site with the plan being to run continuously to chip them. He said the impact to County roads won't change much and could decrease as the outgoing traffic might be less than today's traffic.

Mark Patton, Port of Morrow, Assistant General Manager

Mr. Patton said the Port would hate to see this asset lost and for Mr. Nash to lose those employees. He said the Port supports the zone change.

Commissioner Russell said he would sum up where he thinks things stand: Greenwood Resources sold most of the farm ground to AgriNorthwest. The land where the trees were growing is being converted into crops. There's a zone there now that allows resources grown on the property to be processed in an industrial manner. Those resources are gone now or are going away. There's been no opposition from surrounding landowners. One landowner had a Right of First Refusal and declined. The landowner continued to seek a purchaser when the Port stepped up to say they'd purchase it. The Port is now asking for a zone change to Port Industrial which gives them maximum flexibility on what they can do out there. It's up to us to decide if that's right.

Mr. Cook said it's important to acknowledge ORS 197.719 is a tool people don't know is out there; no one has taken advantage of it. Future zone changes in and around there would have to go through a longer process to accomplish the same goal. It can't be expanded without a more onerous process, he said. Discussion as to those lengthier process options.

Chair Doherty called for opponents. After there was no response, he asked if there were additional questions for staff.

Commissioner Lindsay asked Ms. McLane about the Reasons Exception process cited by Mr. Cook above. Brief discussion.

Chair Doherty asked about a reference to eminent domain during the Planning Commission Public Hearing.

Mr. Cook said it was during the discussion about the ability to provide adequate services to the site. The Port, like the County, as a public entity has that tool, but it doesn't mean it would be used, he said. Additional discussions then took place between the Board, staff and audience about rail service, the conditional use process in the Planning Department, Interchange Area Management Plans, and the Transportation System Plan.

Commissioner Lindsay said the applicant acknowledged it is not a closed mill site yet and references a future date so it meets statute. She asked for input from County Counsel.



Mr. Tovey said the input by Mr. Cook and Mr. Rice today provided information the Board didn't have. The statute says "going to be closed" when it's zoned, he said, it does give the leeway to the Board to choose to do it now with the understanding it will happen, or hold off.

Commissioner Lindsay asked Mr. Tovey if it has to have been closed or have a clear understanding of closing, or it's out of compliance.

He replied he believed that to be the case.

Commissioner Russell said both "closed" and "diminished" are in statute and the mill is clearly diminished and the source of raw product is running out.

Ms. McLane outlined the timeline of a First Reading, Second Reading, and 90-day period before the ordinance would become effective. If the Board approved this today, she said, the effective date would be well after the closure date in March.

Closed Public Hearing 10:19 a.m.

Brief discussion to clarify effective date and what the motion should contain.

*Commissioner Russell moved to adopt the findings of the Planning Commission and authorize staff to prepare the appropriate paperwork referencing ORS 197.719 about abandoned mill sites; effective date April 1, 2019 and move forward with this. Commissioner Lindsay seconded. Discussion: Commissioner Lindsay requested legal counsel confirm the effective date will meet statute. Mr. Tovey said based on the testimony received by the Board today that it will be closed in March, April 1<sup>st</sup> would be within legal standards. Commissioner Russell said there isn't the opportunity very often from the state to develop a zone like this. If we don't, he said, there is a risk of losing those 15 jobs and a site that would remain abandoned. Commissioner Lindsay said if it gets us there, and that is what she was hearing, then she was fine with it. Chair Doherty said if there was no further discussion, he would poll the Board. Commissioner Russell: Aye. Commissioner Lindsay: after asking to vote last, she voted: Aye. Chair Doherty said he and Ms. McLane have had many discussions about land use and he then went on to point out the differences that can be seen in Washington regarding zoning, or the lack thereof. He said the Board is faced with a similar situation with these 48 acres. He suggested the resources are still there but they've changed, which makes the potential for Resource Related Industrial still exist. The other thing to clear up is Port vs. Port Industrial. We take it on good faith it will sell...so we're faced with a zone change to the Comprehensive Plan...we need the separation from ag and industry. The Port has always gotten along with ag folks...that's not our challenge. The challenge is Port Industrial and where the location of the land being discussed. He said he read an article relative to the great work Mr. Cook does with the water that suggested there were 8,000 acres of Port Industrial property, or properties managed by the Port and now we're looking at 8,048 and still you have the challenge, those acres are unique. He said he thought the application last week had a bit of a Freudian slip when it said the best place for Industrial Port*

ground is adjacent to the Port Industrial Park; that was probably the best argument. He said he would have felt more comfortable with this going back to the Planning Commission because of the changes made. With that, he said the motion passes 2-1 with the Chair voting in opposition.

**Break:** 10:32-10:39 a.m.

**Business Items**

Oregon Military Department (OMD) Intergovernmental Agreement (IGA) #24800-17-0002, Amendment 1

Dave Pranger, Weed Coordinator/Inspector

Mr. Pranger said this is to spray weeds on the OMD's portion of Camp Umatilla that is situated in Morrow County. It basically extends the 2017 agreement term end date to December 31, 2020, he said.

*Commissioner Lindsay moved to approve Amendment 1 to the Oregon Military Department Intergovernmental Agreement Number 24800-17-0002; not-to-exceed amount of \$7,000 in Federal Fiscal Year 2019, and authorize the Chair to sign on behalf of the County.*

*Commissioner Russell seconded. Commissioner Russell moved to amend the motion to allow the Morrow County Public Works Weed Control Department to sign on behalf of the County.*

*Commissioner Lindsay seconded the amendment. Unanimous approval.*

Oregon Department of Transportation (ODOT) IGA No. 32141, Amendment 1

Matt Scrivner, Public Works Director

Mr. Scrivner said for security purposes, ODOT is asking to fence the Morrow County property where the sand storage facility is located on the north end of Bombing Range Road. The project will be at ODOT's expense, he said. A few other updates to the contract were reviewed, such as current contact information, etc.

*Commissioner Russell moved to approve Amendment 1 to Intergovernmental Agreement #32141, Salt/Equipment Storage, Morrow County. Commissioner Lindsay seconded. Unanimous approval.*

ODOT 2017 Fund Exchange Agreement #32127, Amendment 1

Mr. Scrivner said the amendment adds language for Americans with Disabilities Act compliance.

*Commissioner Lindsay moved to approve Amendment 1 to ODOT 2017 Fund Exchange Agreement #32127, Overlay on Various County Roads, Morrow County. Commissioner Russell seconded. Unanimous approval.*

ODOT Local Agency Agreement #32994

Mr. Scrivner explained the agreement is to provide chevron signs (a warning sign of a sharp curve in the road) on Willow Creek Road.

*Commissioner Russell moved to approve ODOT Local Agency Agreement #32994, State Funded Local Project Program, amount \$136,485.60. Commissioner Lindsay seconded. Unanimous approval.*

#### Planning Commission Appointment – Ione Position 8

Ms. McLane said Clint Carlson submitted a letter of resignation, so this would be a mid-term appointment. She reviewed the public notice process to advertise the vacancy.

*Commissioner Lindsay moved to appoint Stacie Ekstrom to Planning Commission Position 8, serving the greater Ione area, term to be January 9, 2019 through December 31, 2019. Commissioner Russell seconded. Unanimous approval.*

#### Comment Letter – Ellis Integrated Vegetation Project

Ms. McLane said the letter was drafted based on earlier discussions with the Board. She said she reviewed documents from the Forest Service website, Federal Register notice, the Project proposal, and the Forest Service letter soliciting comment. However, there was so little information available as to what the Forest Service is doing, that there was no way to make effective comment, she said. Ms. McLane reviewed the contents of the letter.

*Commissioner Russell moved to approve signing the letter to Brandon Houck, District Ranger, Forest Service, concerning the Ellis Project, providing initial limited comment and requesting Cooperating Agency status. Commissioner Lindsay seconded. Unanimous approval.*

### **Department Reports**

#### Planning Department Monthly Report

Ms. McLane reviewed her report. Some of the discussion points were:

- January 22<sup>nd</sup> Renewable Energy Planning Commission Work Session about wind modeling and noise. Guest speaker will be Kerrie Standlee, Acoustical Engineer.
- Confined Animal Feeding Operations (CAFO) Workgroup – After a discussion of the activities in recent years regarding state issued CAFO permits in the County, Ms. McLane said when she made comments about protecting the Ground Water Management Areas it did not mean she was against agriculture, it meant she was doing so to protect agriculture. Commissioner Doherty said the previous County Court took the appropriate stance when they opted to “hold people’s feet to the fire.” The County doesn’t need to encourage additional safeguards, the state needs to follow through on the rules and regulations already in place, he stated.
- The follow-up process by the Planning Department on Conditional Use permits.

#### Justice Court Quarterly Report

Judge Ann Spicer

Judge Spicer provided a verbal report. She brought up the question of suspensions for those with low incomes. She said she does so when people don’t pay their fines, but there are other options, such as community service and payment plans. She said suspension is the only effective tool to

get people to pay fines. Having a low income does not mean you have the right to violate the law, she said. Judge Spicer also said she's been effective dealing with truancies, and that her office is collecting close to 100% of the traffic tickets issued.

#### Administrator Evaluation Process

Karmen Carlson, Human Resources Director

Ms. Carlson said the Board will meet in Executive Session on January 16<sup>th</sup> to review and evaluate the Administrator, Darrell Green. She reviewed the timeline including the due date for Mr. Green's self-assessment to the date for anonymous comments from staff to be turned into HR, etc.

#### **Commissioner Reports**

- Commissioner Russell talked about an upcoming meeting of the Columbia River Enterprise Zone II Board where discussions will take place on how to distribute an estimated \$3,000,000. He said the CREZ II Board needs to start discussing a variety of options on how to distribute future monies as they will be tasked with determining how to distribute up to \$8,000,000 in the not-too-distant future.
- Commissioner Lindsay briefly reviewed her calendar.
- Chair Doherty said in the past, he felt a need to justify his workload, but as he attended other meetings around the state where people discussed hopes, dreams, promises for their counties, he'd like to include that in his discussions, as well. Chair Doherty provided a brief update on the discussions regarding amendments to the Wheatridge Wind Energy Strategic Investment Program Agreement.

#### **Legislative Updates from Staff & Directors**

The Board decided to place "Legislative Updates" on the agenda while the legislature is in session. Commissioner Russell said he'd like to see staff provide information on proposed legislation they see as problematic or, what they'd like the Board to support.

#### **Signing of documents**

**Adjourned:** 12:35 p.m.



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

(For BOC Use)  
 Item #  
 40

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

Staff Contact: Kate Knop

Phone Number (Ext): (541) 676-5615 x5302

Department: Finance

Requested Agenda Date: 02/13/2019

Short Title of Agenda Item: **Oregon Health Authority Agreement # 153133, Amendment # 6**  
 (No acronyms please)

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

- |   |   |
|---|---|
| <input type="checkbox"/> Order or Resolution                              | <input type="checkbox"/> Appointments                       |
| <input type="checkbox"/> Ordinance/Public Hearing:                        | <input type="checkbox"/> Update on Project/Committee        |
| <input type="checkbox"/> 1st Reading <input type="checkbox"/> 2nd Reading | <input 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 checked="" type="checkbox"/> Contract/Agreement                    | <input type="checkbox"/> Other                              |

N/A

Purchase Pre-Authorizations, Contracts & Agreements

Contractor/Entity: **Oregon Health Authority**

Contractor/Entity Address:

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

Through: **June 30, 2019**

Total Contract Amount: **\$7,755.08**

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

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

Reviewed By:

_____	Department Head	Required for all BOC meetings
<i>[Signature]</i>	DATE	
<i>2/11/19</i>	DATE	
_____	Admin. Officer/BOC Office	Required for all BOC meetings
_____	County Counsel	*Required for all legal documents
<i>K. Knop</i>	DATE	
<i>2-12-19</i>	DATE	
_____	Finance Office	*Required for all contracts; other items as appropriate.
_____	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

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

The Oregon Health Authority (OHA) Contract #153133, sixth amendment to the 2017-2019 Intergovernmental Agreement for financing mental health modification for Service Element (SE) #28, which covers Residential Treatment Services and are awarded for one client each at Columbia River Ranch in Boardman. The agreement is in the amount of \$7,755.08 broken out as follows:

\$5,989.00 for 05/05/2018 - 06/01/2018

1,103.80 for 09/16/2018 - 09/20/2018

662.28 for 11/25/2018 - 11/27/2018

The SE #28 is to be passed through to Community Counseling Solutions (CCS), sub-contractor for Morrow County mental health services, for Residential Treatment Services - awarded for Reserved Service Capacity (RSCP) in the amount of \$7,755.08.

## **2. FISCAL IMPACT:**

Increase in general fund pass-through dollars to CCS in the amount of \$7,755.08.

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

Motion to authorize Chair Doherty to sign OHA Agreement #153133, Amendment #6 on behalf of the County.

Attach additional background documentation as needed.



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

**SIXTH AMENDMENT TO  
OREGON HEALTH AUTHORITY  
2017-2019 INTERGOVERNMENTAL AGREEMENT FOR THE FINANCING  
OF COMMUNITY MENTAL HEALTH, SUBSTANCE USE DISORDERS,  
AND PROBLEM GAMBLING SERVICES AGREEMENT #153133**

This Sixth Amendment to Oregon Health Authority 2017-19 Intergovernmental Agreement for the Financing of Community Mental Health, Substance Use Disorders, and Problem Gambling Services effective as of July 1, 2017 (as amended, the “Agreement”), is entered into, as of the date of the last signature hereto, by and between the State of Oregon, acting by and through its Oregon Health Authority (“OHA”), and **Morrow County** (“County”).

**RECITALS**

WHEREAS, OHA and County wish to modify Exhibit C, “Financial Assistance Award,” and Exhibit K, “Catalogue of Federal Domestic Assistance (CFDA) Number Listing,” of the Agreement.

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

**AGREEMENT**

1. The financial and service information in the Financial Assistance Award are hereby amended as described in Attachment 1 attached hereto and incorporated herein by this reference. Attachment 1 must be read in conjunction with the portion of Exhibit C of the Agreement that describes the effect of an amendment of the financial and service information.
2. Exhibit K, “Catalogue of Federal Domestic Assistance (CFDA) Number Listing,” is hereby superseded and restated in its entirety as set forth in Attachment 2, attached hereto and incorporated herein by this reference.
3. Capitalized words and phrases used but not defined herein shall have the meanings ascribed thereto in the Agreement.
4. County represents and warrants to OHA that the representations and warranties of County set forth in section 4 of Exhibit F of the Agreement are true and correct on the date hereof with the same effect as if made on the date hereof.
5. Except as amended hereby, all terms and conditions of the Agreement remain in full force and effect.

6. This Amendment may be executed in any number of counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Amendment so executed shall constitute an original.

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

7. **Signatures.**

**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 by: Director, OHA Health Systems Division**

**By:**

\_\_\_\_\_  
Authorized Signature                      Printed Name                      Title                      Date

**Approved for Legal Sufficiency:**

Approved by Steven Marlowe, Senior Assistant Attorney General, Department of Justice, on August 23, 2018; email in Contract file.

**OHA Program:**

Approved by Carmen Armendariz on February 4, 2019; e-mail in contract file.



**ATTACHMENT 1**  
**Exhibit C**  
**Financial Assistance Award**

**MODIFICATION INPUT REVIEW REPORT**

MOD#: M0435

CONTRACT#: 153133

CONTRACTOR: MORROW COUNTY

INPUT CHECKED BY: C.A.

DATE CHECKED: 01/22/2019

SE#	FUND	CODE	CPMS	PROVIDER	EFFECTIVE DATES	SLOT	CHANGE/TYPE	RATE	OPERATING DOLLARS	STARTUP PART DOLLARS ABC	PART IV	PAAF CD	BASE	CLIENT CODE	SP#
FISCAL YEAR: 2017-2018															
	<b>BASE</b>			<b>RESERVED SERVICE CAP</b>											
28	804	RSCP			5/5/2018 - 6/1/2018	0	/NA	\$6,622.79	\$5,989.00	\$0.00	A	1	N	SSAUG-631208	1
					TOTAL FOR SE# 28				\$5,989.00	\$0.00					
					TOTAL FOR 2017-2018				\$5,989.00	\$0.00					
FISCAL YEAR: 2018-2019															
	<b>BASE</b>			<b>RESERVED SERVICE CAP</b>											
28	804	RSCP			9/16/2018 - 9/20/2018	0	/NA	\$6,622.79	\$1,103.80	\$0.00	A	1	N	RIZELE-590203	1
	<b>BASE</b>			<b>RESERVED SERVICE CAP</b>											
28	804	RSCP			11/25/2018 - 11/27/2018	0	/NA	\$6,622.79	\$662.28	\$0.00	A	1	N	RENRIC-850812	1
					TOTAL FOR SE# 28				\$1,766.08	\$0.00					
					TOTAL FOR 2018-2019				\$1,766.08	\$0.00					
					TOTAL FOR M0435 153133				\$7,755.08	\$0.00					

OREGON HEALTH AUTHORITY  
Financial Assistance Award Amendment (FAAA)

CONTRACTOR: MORROW COUNTY  
DATE: 01/23/2019

Contract#: 153133  
REF#: 006

REASON FOR FAAA (for information only):

Residential Treatment Services (MHS 28) funds are awarded for Reserved Service Capacity Payment (RSCP) for one client each at Columbia River Ranch, ref# 17-19-1466; 1471; 1548.

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

M0435 1 For capacity in MHS 28 for which OHA has approved an exception to the utilization requirements described in the MHS 28 Service Description, OHA will provide financial assistance at the rate of \$6,622.79 per month.

**2017-2019 INTERGOVERNMENTAL AGREEMENT  
FOR THE FINANCING OF COMMUNITY MENTAL HEALTH, SUBSTANCE USE  
DISORDERS, AND PROBLEM GAMBLING SERVICES**

**EXHIBIT F**

**STANDARD TERMS AND CONDITIONS**

1. **Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between the parties that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within a circuit court for the State of Oregon of proper jurisdiction. THE PARTIES, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENT TO THE IN PERSONAM JURISDICTION OF SAID COURTS. Except as provided in this section, neither party waives any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. The parties acknowledge that this is a binding and enforceable agreement and, to the extent permitted by law, expressly waive any defense alleging that either party does not have the right to seek judicial enforcement of this Agreement.
2. **Compliance with Law.** Both parties shall comply with laws, regulations and executive orders to which they are subject and which are applicable to the Agreement or to the delivery of Services. Without limiting the generality of the foregoing, both parties expressly agree to comply with the following laws, rules, regulations and executive orders to the extent they are applicable to the Agreement: (a) OAR 943-005-0000 through 943-005-0070, prohibiting discrimination against Individuals with disabilities, as may be revised, and all applicable requirements of state civil rights and rehabilitation statutes, rules and regulations; (b) all state laws governing operation of Community Mental Health Programs, including without limitation, all administrative rules adopted by OHA related to Community Mental Health Programs or related to client rights; (c) all state laws requiring reporting of Client abuse; and (d) ORS 659A.400 to 659A.409, ORS 659A.145 and all regulations and administrative rules established pursuant to those laws in the construction, remodeling, maintenance and operation of any structures and facilities, and in the conduct of all programs, services and training associated with the delivery of Services. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated. All employers, including County and OHA that employ subject workers who provide Services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126.
3. **Independent Contractors.** The parties agree and acknowledge that their relationship is that of independent contracting parties and that County is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265 or otherwise.
4. **Representations and Warranties.**
  - a. County represents and warrants as follows:
    - (1) **Organization and Authority.** County is a political subdivision of the State of Oregon duly organized and validly existing under the laws of the State of Oregon. County has full power, authority and legal right to make this Agreement and to incur and perform its obligations hereunder.

- (2) **Due Authorization.** The making and performance by County of this Agreement: (a) have been duly authorized by all necessary action by County; (b) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of County's charter or other organizational document; and (c) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which County is a party or by which County may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by County of this Agreement.
- (3) **Binding Obligation.** This Agreement has been duly executed and delivered by County and constitutes a legal, valid and binding obligation of County, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.
- (4) County has the skill and knowledge possessed by well-informed members of its industry, trade or profession and County will apply that skill and knowledge with care and diligence to perform the Services in a professional manner and in accordance with standards prevalent in County's industry, trade or profession;
- (5) County shall, at all times during the term of this Agreement, be qualified, professionally competent, and duly licensed to perform the Services; and
- (6) County prepared its proposal related to this Agreement, if any, independently from all other proposers, and without collusion, fraud, or other dishonesty.
- (7) **Services.** To the extent Services are performed by County, the delivery of each Service will comply with the terms and conditions of this Agreement and meet the standards for such Service as set forth herein, including but not limited to, any terms, conditions, standards and requirements set forth in the Financial Assistance Award, applicable Service Description and applicable Specialized Service Requirement.

b. OHA represents and warrants as follows:

- (1) **Organization and Authority.** OHA has full power, authority and legal right to make this Agreement and to incur and perform its obligations hereunder.
- (2) **Due Authorization.** The making and performance by OHA of this Agreement: (a) have been duly authorized by all necessary action by OHA; (b) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency; and (c) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which OHA is a party or by which OHA may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by OHA of this Agreement, other than approval by the Department of Justice if required by law.

**COPY**

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

c. **Warranties Cumulative.** The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

**5. Ownership of Intellectual Property.**

a. Except as otherwise expressly provided herein, or as otherwise required by state or federal law, OHA will not own the right, title and interest in any intellectual property created or delivered by County or a Provider in connection with the Services. With respect to that portion of the intellectual property that the County owns, County grants to OHA a perpetual, worldwide, non-exclusive, royalty-free and irrevocable license, subject to any provisions in the Agreement that restrict or prohibit dissemination or disclosure of information, to: (1) use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the intellectual property; (2) authorize third parties to exercise the rights set forth in Section 5.a.(1) on OHA's behalf; and (3) sublicense to third parties the rights set forth in Section 5.a.(1).

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

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

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

a. County fails to perform, observe or discharge any of its covenants, agreements or obligations set forth herein;

b. Any representation, warranty or statement made by County herein or in any documents or reports made in connection herewith or relied upon by OHA to measure the delivery of Services, the expenditure of financial assistance or the performance by County is untrue in any material respect when made;

**COPY**



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

(For BOC Use)
Item #
4dc1

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:
(No acronyms please)

Phone Number (Ext): (541) 676-5615 ext 5302
Requested Agenda Date: 02/13/2019

Oregon Dept of Human Services Agreement # 148077, Amendment #4.

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

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

N/A

Purchase Pre-Authorizations, Contracts & Agreements

Contractor/Entity: Oregon Department of Human Services

Contractor/Entity Address:

Effective Dates - From: January 1, 2018

Through: June 30, 2019

Total Contract Amount:

Budget Line:

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

Reviewed By:

Department Head Required for all BOC meetings
Admin. Officer/BOC Office Required for all BOC meetings
R. Tovey via email 02/04/2019 County Counsel \*Required for all legal documents
Finance Office \*Required for all contracts; other items as appropriate.
Human Resources \*If appropriate

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

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

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

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

The Oregon Department of Human Services (OR DHS) issued Amendment # 4 to the original contract #148077, for the Financing of Community Developmental Disability Services. This agreement was originally issued for the 2015 - 2017 biennium, but was extended by Amendment #2 to September 30, 2017. Then, further extended with Amendment #3 to June 30, 2019.

Amendment # 4 was issued by OR DHS on 05/31/2018, with an effective date, once signed, of January 1, 2018. This amendment modifies many of the program elements from the original agreement in 2015, and realigns other program elements, as well as reclassifying Morrow County from a sub-recipient to a contractor. All changes are noted within the document by DHS.

**2. FISCAL IMPACT:**

This is a Pass-Through to Community Counseling Solutions, with no net effect to the County's Fiscal situation.

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

Motion to authorize Chair Doherty to sign DHS Agreement #148077, Amendment #4 on behalf of the County.

Attach additional background documentation as needed.

**STATE OF OREGON  
INTERGOVERNMENTAL GRANT AGREEMENT  
FOR THE FINANCING OF  
COMMUNITY DEVELOPMENTAL DISABILITY SERVICES**

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

This Amendment number **04** for the Intergovernmental Grant Agreement for the Financing of Community Developmental Disability Services (the “Agreement”) is between the State of Oregon, acting by and through its Department of Human Services, hereinafter referred to as “DHS” and Morrow County (“County”).

**AMENDMENT**

The Agreement is hereby amended as follows:

1. This Amendment number **04** shall become effective on the date this Amendment has been fully executed by every party and, when required, approved by Department of Justice.
2. Effective January 1, 2018, Section 3 “Agreement Documents, Order of Precedence”, paragraph a., is renumbered to Section 2 and edited to change the name of Exhibit H from “Reserved” to “Conducting Oregon Needs Assessment”.
3. Effective January 1, 2018, Section 3 “Agreement Documents, Order of Precedence”, paragraph b., is renumbered to Section 2 and edited to change the name of paragraph (11) Exhibit H from “Reserved” to “Conducting Oregon Needs Assessment”.
4. Effective January 1, 2018, Exhibit A “Definitions” is supplemented to add a new Section 52 as follows. The remaining Sections are renumbered 53 through 79.
  52. “Oregon Needs Assessment” or “ONA” means the normed and validated tool owned by ODDS that is used to meet the requirements of the Functional Needs Assessment (FNA).
5. Effective January 1, 2018, Exhibit B Part 1 “Operations and Administration Terms and Conditions”, Section 1 “Biennial Plan” is deleted in its entirety. The remaining Sections are renumbered 1 through 6.



## DOCUMENT RETURN STATEMENT

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

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

Document number: 148077, Am. 4, hereinafter referred to as "Document."

I, Jim Doherty Commission Chair  
Name Title

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

Morrow County by email.  
Contractor's name

On Feb. 13, 2019,  
Date

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

\_\_\_\_\_  
Authorizing signature Date 2-13-19

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

6. Effective January 1, 2018, Exhibit B Part 1 “Operations and Administration Terms and Conditions”, Section 3 is renumbered to Section 2 and amended as follows: language to be deleted or replaced is ~~struck through~~ and new language is **underlined and bold**.
2. County Assistance with Provider and Employer Enrollment ~~and~~, Credentials, **and Payments.**
- a. County shall assist any Individual who wishes to hire a Personal Support Worker (PSW) in the following ways:
- (1) Assist the Individual in becoming a Common Law Employer (CLE) or identifying a designated CLE and provide resources to prospective CLEs on their role. For each CLE County will:
- (a) Initiate enrollment of the CLE into the Fiscal Management Agent Services (FMAS) vendor’s web portal (currently referred to as “BetterOnline”). For each new CLE, County will provide the required information to successfully enroll the CLE.
- (b) Provide assistance to the Individual or the designated CLE in completing the required paperwork. County may provide this assistance or refer the CLE to the STEPS program.
- (c) Upon request, if the County identifies a need, County shall refer the CLE to the STEPS program.
- (2) Assist the Individual in qualifying PSWs by:
- (a) Providing PSWs with a Provider Enrollment Agreement (PEA) and initiating a Criminal History Check (CHC).
- (b) Initiating the PSW enrollment in the FMAS vendor’s web portal. For each new PSW, County will provide the required information to successfully enroll the PSW.
- b. County shall assist any Individual who wishes to hire an Independent Contractor (IC) by initiating a CHC for all new ICs.
- c. For PSW Providers, County shall assist Individuals by verifying certifications, licenses, CHC, driver’s licenses, and auto insurance are appropriate and up to date prior to Services being authorized. Additionally, County shall assist Individuals by ensuring that IC’s CHC is valid and up to date prior to Services being authorized.
- d. **Until DHS implements time capture tools, County must review and approve or reject the PSW time sheet, progress note, and mileage log. County must review, and approve or reject PSW submitted Services-delivered billing entries accordingly.**
- e. **County is required to submit an out-of-cycle request for payment for PSWs if the PSW turned in a properly completed timesheet within the dates as outlined on the approved PSW payment calendar and it was**

**not approved by ODDS due to an administrative error on the part of the County. The out-of-cycle request must be submitted within one business day of the County verifying that an error occurred and that it was an administrative error. County will be assessed a \$50.00 fee per PSW out-of-cycle request submitted. Fees will be removed from County's authorized Provider Prior Authorization for Services (DD 48 Case Management). ODDS will offer administrative technical assistance to those Counties that exceed ten submissions or 1% of the total Client enrollment for the County (whichever is greater) in a calendar year.**

7. Effective January 1, 2018, Exhibit B Part 2 “Standards and Procedures”, Section 1 is amended as follows: language to be deleted or replaced is ~~struck through~~ and new language is **underlined and bold**.

**1. Provision of Services.**

The DD Services listed in subsections a. and b. below must be provided as described in the appropriate federal regulations, Oregon Revised Statutes, Oregon Administrative Rules, and Service Element Standards and Procedures for the DD Services. Requirements for Service Elements may be found in the OARs listed below. Any additional Standards and Procedures may be found in this Exhibit B, Part 2. Only DD Services listed in subsections a. and b. below are subject to this Agreement.

- a. Upon acceptance of the Service Element Prior Authorization in eXPRS, County agrees to directly provide or subcontract for the DD Services listed in this subsection. The DD Services provided by County whose costs are covered in whole or in part with the SEPA are:

Service Name	Service Code	OAR(s)
<del>Local Administration (LA)</del> <b><u>Eligibility and Licensing</u></b>	DD 02	Chapter 411, Division 320, Service Element Standards and Procedures
Case Management <b><u>and Local Administration (LA)</u></b>	DD 48	Chapter 411, Divisions <b><u>415 and 320</u></b> ; Service Element Standards and Procedures
Abuse Investigation Services	DD 55	Chapter 411, Division 320; Service Element Standards and Procedures

- b. DD Services authorized by County through a CPA or Plan of Care Authorization in eXPRS and performed by DHS enrolled Providers are:

Service Name	Service Code	OAR(s)
Nursing Facility Specialized Services	DD 45	Chapter 411, Division 86
Comprehensive In-Home Support Services for Adults	DD 49	Chapter 411, Divisions 345, 435 and 450
Residential Facilities	DD 50	Chapter 411, Division 325
Supported Living Services	DD 51	Chapter 411, Division 328
Transportation Services	DD 53	Service Element Standards and Procedures
Employment and other Non-Residential Day Services	DD 54	Chapter 411, Divisions 345 and 450
Rent Subsidy	DD 56	Service Element Standards and Procedures
Special Projects	DD 57	Service Element Standards and Procedures
<b><u>Ancillary Services</u></b>	<b><u>DD 257</u></b>	<b><u>Chapter 411, Division 435</u></b>
Adult Foster Homes	<del>DD 58</del> <b><u>Adult158</u></b>	Chapter 411, Division 360
Child Foster Homes	<del>DD 58</del> <b><u>Child258</u></b>	Chapter 411, Division 346
Family Support Services for Children	DD 150	Chapter 411, Division 305
In-Home Support for Children	DD 151	Chapter 411, Divisions 435 and 450
Room & Board <b><u>and Service Level Funding</u></b> - General Fund	DD 156	Service Element Standards and Procedures

8. Effective October 1, 2017, all references in the Agreement to DHS' determination, in accordance with the State Controller's Oregon Accounting Manual, policy 30.40.00.102, is that County is a "contractor" instead of a "subrecipient".

9. Effective January 1, 2018 “Service Element DD 02 Standards and Procedures” is amended as follows: language to be deleted or replaced is ~~struck through~~ and new language is **underlined and bold**.

### Service Element DD 02 Standards and Procedures

**Effective Date:** ~~October 1, 2017~~ **January 1, 2018**  
**Service Name:** Local Administration (LA) **Eligibility and Licensing**  
**Service ID Code:** DD 02

#### 1. Overview.

~~Local Administration~~ **Eligibility and Licensing (DD 02 Services)** encompass the activities related to the ~~CDDP’s general administration and management of a Community Developmental Disability Program (CDDP);~~ **determination of eligibility of Individuals and assisting in the licensing of Adult Foster Homes under OAR Chapter 411, Division 360; and assistance in certifying Child Foster Homes under OAR Chapter 411, Division 346, unless otherwise exempt under Oregon law.**

~~These activities include but are not limited to:~~

- ~~a. — Insuring all staff receive necessary training;~~
- ~~b. — Insuring all services offered by the CDDP are understood by staff as well as the rules that govern these services;~~
- ~~c. — Complying with OAR Chapter 411, Division 320 as it describes the requirements of CDDP staff;~~
- ~~d. — Assisting in the licensing of Adult Foster Homes under OAR Chapter 411, Division 360; and assistance in certifying Child Foster Homes under OAR Chapter 411, Division 346 unless otherwise exempt under Oregon law.~~

#### 2. Standards and Procedures not identified in rule.

- a. Comply and track compliance with Oregon Administrative Rules, DHS policies and procedures, and Transmittals.
- ~~b. — Assist DHS with the implementation of and compliance with Executive Order 15-01 and OAR Chapter 407, Division 025 and as outlined in Exhibit B, Part 1 of this Agreement.~~
- b.** Special Reporting Requirements  
Upon DHS’ request, CDDP will provide data and information relative to the implementation of DD 02 Services within the time specified by DHS in its request to CDDP.
- c.** Billing and Payment Procedures

- (1) DHS will provide CDDP with funding for DD 02 Services by entering a Service Element Prior Authorization (SEPA) and Provider Prior Authorization (PPA) based on the approved CDDP workload model or its funding level for FTE staff.
- (2) DHS will disburse funding for DD 02 Services for a specified period of time equal to the monthly amount set forth in the accepted SEPA and approved in the PPA, as such amounts may be updated from time to time. Any recovery of funding will be done as outlined in Exhibit B, Part 3 of this Agreement unless the recovery falls in the following subsection d.
- ~~(3) If, due to administrative error, CDDP fails to timely approved PSW time submitted and requests an Out of Cycle payment, CDDP will have their 02 SEPA allocation reduced by \$50 per accepted request.~~

**d.** CDDP, as a Provider of DD 02 Services that are funded by DHS, must:

- (1) Employ an identified individual as an Eligibility Specialist, as defined in OAR 411-320-0020 (14), or have an agreement with another county to perform eligibility determination for the County receiving the DD 02 funding. If there is an agreement with another county to perform eligibility determinations, the agreement must include the provision of DD 02 Services in that county's geographic Program Area. Eligibility Specialists employed to provide eligibility services must:
  - (a) Meet the criteria of a Services Coordinator Eligibility Specialist, as described in OAR 411-320-0030 (5)(d), as such rules may be revised from time to time;
  - (b) Complete a competency based training given by DHS' Diagnosis and Evaluation Coordinator within one year of hire;
  - (c) Participate in DHS sponsored training on an annual basis; and
  - (d) Participate in a minimum of 20 hours of training related to Developmental Disabilities or eligibility on an annual basis.
- (2) ~~The Provider of DD 02 Services funded by DHS, whether County, a CDDP, or Subcontractor, must~~ Employ the staff indicated on its workload model in the specific position type indicated **for the work identified in this Service Element for local administrative services, whether County is a Provider, a CDDP, or Subcontractor.** The Provider must hire as many employees as possible for each identified position per the funding allocated to Provider.
- (3) Employ sufficient staff to perform the eligibility determinations for its own County and the county with whom it is subcontracting if performing eligibility determinations for another county.
- (4) Use DHS approved forms and procedures for eligibility determination services.

- (5) Inform DHS' Office of Developmental Disability Services (ODDS) of the name(s) of the County's designated Eligibility Specialist(s), and notify ODDS if the County assigns a new Eligibility Specialist.
- (6) Follow the processes established by DHS to complete the Level of Care determination when an Individual is initially eligible for Developmental Disability Services.
- (7) Ensure any Provider of DD 02 Services for County completes the Eligibility Specialist section of the DHS Level of Care (LOC) form within ten calendar days of the date of initial eligibility. The LOC must be completed in its entirety as soon as possible after eligibility is determined, in compliance with OAR 411-415. Upon completion, the LOC must be submitted to ODDS within 30 calendar days. **Upon implementation of LOC in eXPRS, LOC must be entered into eXPRS within ten calendar days of the date of initial eligibility.**
- ~~(8) — Work with all Individuals and their ISP Teams to reevaluate the need for institutional LOC on an annual basis or more often if there is a change in an Individual's need or an Individual requests a review.~~
- ~~(9) — Terminate from Level of Care for any Individual that does not meet the LOC eligibility requirements and refer the Individual to other non-waiver or non-K Plan Services.~~

**3. CFDA Number(s).**

In accordance with the State Controller's Oregon Accounting Manual, policy 30.40.00.102, and DHS procedure "Contractual Governance", DHS' determination is that County is a **contractor subrecipient**.

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

10. Effective January 1, 2018 “Service Element DD 48 Standards and Procedures” is amended as follows: language to be deleted or replaced is ~~struck through~~ and new language is **underlined and bold**.

### Service Element DD 48 Standards and Procedures

**Effective Date:** ~~October 1, 2017~~ **January 1, 2018**  
**Service Name:** Case Management **and Local Administration (LA)**  
**Service ID Code:** DD 48

#### 1. Overview.

Case Management Services (~~DD 48 Services~~) are delivered to Individuals who are eligible for Intellectual or Developmental Disability Services (I/DD Services) funded by DHS in an identified **Community Developmental Disability Program’s** (CDDP’s) geographic Program Area.

**Local Administration encompasses the activities related to the general administration and management of a CDDP. These activities include but are not limited to ensuring that all CDDP staff receive necessary training, that all I/DD Services offered by the CDDP are understood by CDDP staff as well as the rules that govern those I/DD Services, and that all CDDP staff comply with OAR Chapter 411, Division 320 as it describes the requirements of CDDP staff.**

**Case Management Services and Local Administration together make up the DD 48 Services described in this Service Element.**

#### 2. Standards and Procedures.

##### a. General Performance Requirements

- (1) For each eligible Individual receiving DD 48 Services, the CDDP shall create and submit a Client Prior Authorization (CPA) in eXPRS for DD 48 Services within five business days of the CDDP’s determination that the Individual is eligible for DD 48 Services. Updates or changes to an Individual’s eligibility or service period for DD 48 Services must be reflected in the Individual’s CPA within five business days of the CDDP’s receipt of notification of change. The DD 48 CPAs that are submitted successfully by the CDDP and are accepted through eXPRS will serve as the CDDP enrollment roster for DD 48 Services;
- (2) Providers of DD 48 Services funded by DHS shall:
  - (a) Comply with the requirements of OAR Chapter 411, Division 320 and Division 415, as such rules may be revised from time to time;
  - (b) Whether County, a CDDP, or Subcontractor, employ the staff indicated on its workload model in the specific position type indicated for Case Management Services. The Provider must hire



as many employees as possible for each identified position per the funding allocated to Provider;

- (c) Complete annual plan entry into eXPRS for any Plan of Care Services under the guidelines identified in OAR 411-415-0050. CDDP must utilize the code “TBD” for any services where a Provider has not yet been identified. Failure to follow the guidelines identified may result in withholding payment for services rendered or other actions as deemed appropriate by DHS;
- (d) Develop, maintain, and effectively implement systems and procedures for the timely and accurate documentation of DD 48 Services;
- (e) Comply with all DHS requirements designed to assure the timely and accurate enrollment, service authorization, and service payment for Individuals receiving DD 48 Services;
- (f) Provide, at minimum, one annual qualifying billable Claim for each Individual enrolled in DD 48 Services;
- (g) Ensure that all Claims billed are for activities that meet DHS guidelines as qualifying billable Claims;
- (h) Ensure each Individual receiving DD 48 Services is eligible for DD Services, with eligibility determined in accordance with OAR Chapter 411, Division 320, as such rule may be revised from time to time;
- (i) Complete and submit DD 48 Service eligibility or enrollment information via established methods, and update forms following instructions and forms(s) or method(s) designated by DHS. Failure to submit the DD 48 Service eligibility or enrollment form may delay the approval of the CPA for DD 48 Services.
- (j) **Comply and track compliance with all Oregon Administrative Rules, DHS policies and procedures, and Transmittals.**
- (k) **Assist DHS with the implementation of and compliance with Executive Order 15-01 and OAR Chapter 407, Division 025 and as outlined in Exhibit B, Part 1 of this Agreement.**

**b. Special Reporting Requirements**

- (1) Upon the request of DHS, the CDDP shall supply data and information relative to the implementation of DD 48 Services.
- (2) CDDP shall respond to DHS staff inquiries or request for additional information within five business days of a request pertaining to a complaint or administrative hearing to include but not be limited to eligibility or service complaints and hearings.

**c. Billing and Payment Procedures**

- (1) Funding for DD48 Services are:
- (a) Based upon the amount of qualified billable encounters or Claims submitted by the Provider of DD 48 Services, up to the monthly amount authorized by the CDDP's DD 48 Services Provider Prior Authorization (PPA);
  - (b) Paid to the CDDP after the Claims processing cycle on the 15<sup>th</sup> of the month based on:
    - i. Title XIX eligible Claims cleared since the first of the month; and
    - ii. Title XIX eligible Claims made for the previous month(s) that have cleared but have not previously been paid, will also be processed for payment at this time up to the monthly authorized amount.
    - iii. General fund Claims submitted for the time period between the 1<sup>st</sup> of the month and the 15<sup>th</sup> of the month will be held until the next monthly Claims processing cycle described in 2.c.(1)(c) of this DD 48 Standards and Procedures.
  - (c) Paid to CDDP after the Claims processing cycle on the last day of the month based on:
    - i. If any funds remain or are available in the monthly authorized amount;
    - ii. Title XIX eligible Claims cleared since the 15<sup>th</sup> will be processed and paid first;
    - iii. Title XIX eligible Claims cleared but not yet paid for the previous month(s) will be processed and paid second up to the maximum monthly authorized amount;
    - iv. If any funds remain or are available for the month after payment of the Title XIX eligible Claims, general fund Claims that have cleared that month will be processed and paid third; and
    - v. General fund Claims cleared but not yet paid for the previous month(s) will be processed and paid fourth until the monthly authorized amount is exhausted.

*Note: Exception to this process is for those billings made prior to the effective date of the transition to the billable encounters claims system. Any encounter entered before the effective date but not covered by previous allotment payments will be taken into account at the time of the final biennial settlement.*

- (2) DHS is not obligated to provide funding for any DD 48 Services that are not properly documented in Individual case files, or are not properly reported through eXPRS within 12 months of the DD 48 Service, and by the date 60 calendar days after the earlier of expiration or termination of the Agreement; termination of DHS' obligation to provide funding for DD 48 Services; or termination of County's obligation to include the Program Area in which DD 48 Services fall in its Community Developmental Disability Program (CDDP).
- (3) Provider of DD 48 Services shall resolve all Provider Liability Accounts (PLA) as shown in eXPRS relating to DD 48 Services, by ensuring the PLA ending balance is zero, within 60 calendar days after the earlier of expiration or termination of the Agreement with DHS; termination of DHS' obligation to provide funding for DD 48 Services; or termination of County's obligation to include the Program Area, in which DD 48 Services fall, in its Community Developmental Disability Program.
- (4) Each Individual receiving DD 48 Services must have an active, accepted CPA within eXPRS for the period DD 48 Services are provided to the Individual in order for Provider to submit a qualifying Claim.
- (5) For each unit of DD 48 Services reported in eXPRS as delivered to an Individual, a qualifying billable DD 48 Service must have been delivered to the Individual and sufficiently documented in progress notes within the Individual's file. DHS will not provide funding for more than one billable DD 48 Service or unit per Individual per day.
- (6) Settlement will be used to confirm and reconcile any discrepancies that may have occurred between actual DHS disbursements of funding awarded for DD 48 Services through a Service Element Prior Authorization (SEPA) and the amount of qualifying billable DD 48 Services actually delivered.

**3. CFDA Number(s).**

In accordance with the State Controller's Oregon Accounting Manual, policy 30.40.00.102, and DHS procedure "Contractual Governance", DHS' determination is that County is a ~~subrecipient~~ **contractor**.

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

11. Effective January 1, 2018 “Service Element DD 49 Standards and Procedures” is amended as follows: language to be deleted or replaced is ~~struck through~~ and new language is **underlined and bold**.

### Service Element DD 49 Standards and Procedures

**Effective Date:** ~~October 1, 2017~~ **January 1, 2018**  
**Service Name:** Comprehensive In-Home Support Services for Adults  
**Service ID Code:** DD 49

**1. Overview.**

Comprehensive In-Home Support Services for Adults (DD 49) includes assistance to Individuals aged 18 and over to continue to live in their own homes or in their family homes. DD 49 Services include Services identified in OAR Chapter 411, Division 450 Community Living Supports, OAR Chapter 411, Division 435, Ancillary Services, and OAR Chapter 411, Division 345, Employment Services for Individuals with Intellectual or Developmental Disabilities.

**2. Standards and Procedures.**

**a. Service Authorization**

DD49 Services must be prior authorized by the County in which the Individual is enrolled and receiving Case Management Services in accordance with Oregon Administrative Rules. This authorization must be provided and documented according to Oregon Administrative Rules, DHS policy and procedure. County shall enter all DD 49 Service plans in the Plan of Care system in eXPRS prior to start of Services.

**b. Billing and Payment Procedure(s)**

- (1) County shall draft a Plan of Care Service authorization within eXPRS upon completion of the Individual’s ISP.
- (2) County shall add a POC Service Plan line for each Service authorized by the County and agreed to by the Individual consistent with the most recent published expenditure guidelines.
- (3) Once the Individual or their delegate has chosen the Service Provider, the County shall add the Service Prior Authorization (SPA) lines in the Individual’s POC.
- ~~(4) Until such time as DHS implements time capture tools, County must review and approve or reject the PSW time sheet, progress note, and mileage log. County shall review, and approve or reject PSW submitted Services Delivered billing entries accordingly.~~

**3. CFDA Number(s).**

In accordance with the State Controller's Oregon Accounting Manual, policy 30.40.00.102, and DHS procedure "Contractual Governance", DHS' determination is that County is a subrecipient contractor.

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

12. Effective January 1, 2018 “Service Element DD 57 Standards and Procedures” is replaced in its entirety with the following:

### **Service Element DD 57 Standards and Procedures**

**Effective Date:** January 1, 2018  
**Service Name:** Special Projects  
**Service ID Code:** DD 57

DD 57 Special Projects governs Services that are supported by the State General Fund (GF Special Projects).

#### **1. GF Special Projects.**

##### **a. GF Special Projects Overview**

GF Special Projects are one-time-only or time-limited Services, for Individuals with Intellectual or Developmental Disabilities (I/DD), approved in advance by the Department of Human Services’ (DHS) Office of Developmental Disability Services (ODDS). GF Special Projects include:

- (1) Sex offender treatment through group therapy, individual therapy, or group and individual therapy; or
- (2) Other I/DD Services not detailed in any other Standards and Procedures.

##### **b. General Performance Requirements for GF Special Projects**

- (1) Individuals receiving GF Special Project Services must be found eligible for I/DD Services under OAR Chapter 411, Division 320. Under extraordinary circumstances, ODDS may authorize an exception to this eligibility requirement.
- (2) All GF Special Project funding requests must be submitted to ODDS at [ODDS.FundingReview@state.or.us](mailto:ODDS.FundingReview@state.or.us) via form 0514dd for prior authorization. DHS will not pay for any GF Special Project Services rendered prior to ODDS’s approval authorizing the Services. ODDS will not approve retroactive requests for GF Special Projects.

##### **c. Performance Requirements for Start-Up GF Special Projects**

- (1) Start-Up funding requests for GF Special Projects can be made for the development of new Services for new Individuals in a residential facility receiving DD 50 Residential Facilities Services for up to \$2,500.00 per Individual for a biennium. Prior to development of the new Service, County will confirm the need and approve the Start-Up GF Special Project. County will determine whether other capacity resources have been considered and ruled out prior to submission of the GF Special Projects funding request to ODDS at [ODDS.FundingReview@state.or.us](mailto:ODDS.FundingReview@state.or.us) .

- (2) Requests for GF Special Project Start-Up funding must be submitted separately and must include the following:
  - (a) A DHS prescribed line-item budget;
  - (b) A description of the Start-Up GF Special Project being requested;
  - (c) The effective date and the end date of the requested GF Special Project;
  - (d) The Individual's name;
  - (e) The Individual's prime number;
  - (f) The dollar amount requested for the Individual; and
  - (g) Any other information requested by ODDS.
- (3) GF Special Project Start-Up funds must be expended according to the request for the funds and in accordance with any required line-item budget submitted by County and approved by ODDS. Expenditures must comply with the allowable costs detailed in 1. c. (4) below.
- (4) GF Special Project Start-up funds:
  - (a) Cannot be used for County or Provider administration or overhead costs.
  - (b) May only be applied to GF Special Projects from qualified Providers, or vendors and contractors, who are licensed, bonded and insured in Oregon in accordance with OAR 812.
- (5) GF Special Project Start-Up allowable costs include:
  - (a) Program and office supplies specific to the approved GF Special Project Start-Up;
  - (b) Initial staff training, including training materials and training fees, for the GF Special Project Start-Up;
  - (c) Supplies of food, and maintenance and housekeeping items needed only for the first 30 calendar days of the GF Special Project Start-Up;
  - (d) Insurance premiums for fire or liability coverage and professional performance bonds for only the first month's coverage for the residential facility;
  - (e) Health and safety professional, contract services necessary for a program, or for support of an Individual living in a residential facility, such as behavior consultation and nursing assessments; and
  - (f) Initial licensing fees.
- (6) Capital outlay costs allowed under GF Special Projects for Start-up may include:

- (a) Furnishings and equipment appropriate for the type of Service being provided, such as necessary household furnishings and appliances for the residential facility to support the Individual;
  - (b) Office furnishings and equipment proportionate to the size of the program being implemented, or to the number of staff required for the program being implemented, or to both the program size and the number of staff;
  - (c) Environmental modifications, such as wall hardening, locks on cabinets, ramps, bathroom modifications, and technology, necessary to meet the health and safety needs of the Individual, appropriate for the type of Service being provided, and not available to the residential facility through any other resource. All environmental modifications must be performed by a contractor licensed, bonded and insured in Oregon.
- d. Performance Requirements for GF Special Projects for Sex Offender Therapy**
- (1) The sex offender treatment funded by GF Special Projects must be court ordered, ordered as a condition of parole or probation, or an exception authorized in advance of the therapy by ODDS. Individuals under the jurisdiction of the Psychiatric Security Review Board (PSRB) do not qualify for GF Special Project funding for sex offender therapy and County will not use GF Special Project funds for sex offender treatment for these individuals.
  - (2) The initial GF Special Projects request for sex offender treatment must be submitted to ODDS at [ODDS.FundingReview@state.or.us](mailto:ODDS.FundingReview@state.or.us) on form 0514dd. The request for treatment must include the following:
    - (a) An agreement to the sex offender therapy by the Individual's support team prior to submission of the request to ODDS. Documentation of this agreement must be submitted with the request.
    - (b) A budget or a quote for the cost of the therapy services. Therapy rates must not exceed the usual and customary rates for the geographic service area in which the Individual receives sex offender treatment.
    - (c) The sex offender therapy Provider's name;
    - (d) The type of sex offender therapy (individual or group or individual and group therapy);
    - (e) The number of sessions per week by type of therapy requested;
    - (f) The effective and end dates of the requested therapy. The term of the requested therapy cannot exceed the amount of time ordered by the court, or specified by the terms of a probation or parole agreement;



- (g) The hourly rate for each type of therapy requested;
  - (h) The total amount being requested for the Individual per month; and
  - (i) Information or documentation of funds the Individual receives from any non-Supplemental Security Income (SSI) source. The Individual will be required to contribute toward the cost for sex offender treatment if receiving funds from a non-SSI source.
  - (j) Documentation that the sex offender treatment is court ordered or is required by the terms of the parole or probation agreement. County will make this documentation available to ODDS upon request.
- (3) When GF Special Project funds are used to pay for sex offender treatment, the therapy must be provided by a qualified Provider as determined by the applicable ODDS program rules; or recognized by a board in Oregon authorized to license or certify professionals, such as Board of Social Workers or Board of Licensed Psychologists.
  - (4) County shall obtain and maintain documentation regarding the Individual and the Individual's sex offender treatment. This documentation shall include but is not limited to:
    - (a) Clinical reports;
    - (b) Agreements to the sex offender treatment from the Individual's support team; and
    - (c) An itemization of the Individual's treatment costs.
- e.** Performance Requirements for Other I/DD Services Funded by GF Special Projects
 

Requests for GF Special Projects that are not for sex offender treatments must be submitted to ODDS at [ODDS.FundingReview@state.or.us](mailto:ODDS.FundingReview@state.or.us) on form 0514dd.
  - f.** Any GF Special Project Services requested by the County will not be provided until County receives authorization from ODDS. ODDS will send a written determination of the GF Special Project request by email within 14 calendar days of the date the County's request is received by ODDS.
  - g.** GF Special Project Reporting Requirements
 

County shall supply all data, documentation, and information required by ODDS relative to the implementation of, or payment for, GF Special Project Services requested by County. ODDS shall identify the time frame for receipt of the ODDS required data, documentation, or information in its requests to County.
  - h.** GF Special Projects Financial and Billing Procedures
    - (1) All GF Special Projects will be funded through a particular line of a Service Element Prior Authorization (SEPA) in the eXPRS Payment & Reporting System (eXPRS). All GF Special Project funds will be paid

based upon receipt of a completed, accurate, and approved, DHS-prescribed form submitted by County to [CAU.Invoice@state.or.us](mailto:CAU.Invoice@state.or.us) .

- (2) GF Special Project Start-Up funds are entered into an accepted SEPA in eXPRS. County must submit the approved line-item budget and a request for payment on a DHS prescribed form to [CAU.Invoice@state.or.us](mailto:CAU.Invoice@state.or.us) . ODDS will not authorize a payment to County for the GF Special Project Start-Up funds until a completed and accurate form is received by ODDS. Upon receipt and approval by ODDS of the form, ODDS will create a Provider Prior Authorization (PPA) in eXPRS. The PPA will allow the release of funds to County. County will issue payment to the Provider of the GF Special Project Start-Up Service.
- (3) Upon completion of a GF Special Project Start-up project County will submit an expenditure report on a DHS prescribed form, with receipts for all expenditures for the GF Special Project Start-up project attached. The expenditure report is due 45 calendar days after the completion date of the GF Special Project Start-up project and is to be submitted to [CAU.Invoice@state.or.us](mailto:CAU.Invoice@state.or.us) .
- (4) Any unused GF Special Project Start-up funds must be returned to DHS. Provider shall return to County all unused GF Special Project Start-up funds paid to Provider by County. County shall return to ODDS all unused GF Special Project Start-up funds released to County by ODDS. All unused GF Special Project Start-up funds must be returned to DHS no later than 45 calendar days after the close of the biennium in which the funds were released to County.
- (5) GF Special Projects for sex offender treatment must be approved in advance by ODDS, accepted in a SEPA in eXPRS, and Services must be provided before ODDS will release GF Special Project funding. Provider of the GF Special Project sex offender treatment shall submit a monthly invoice to County. County shall review the monthly Provider invoice for accuracy and to ensure the Services, rates and service dates were authorized by ODDS. County will submit the Provider invoice and a contractor invoice in the form prescribed by DHS to [CAU.Invoice@state.or.us](mailto:CAU.Invoice@state.or.us) . Invoices for sex offender treatment must be submitted by County within 45 calendar days from the end of the service month. ODDS will release payment to County upon receipt of a complete and accurate invoice by creating a PPA in eXPRS. ODDS shall release payments to County on or around the 1<sup>st</sup> and 15<sup>th</sup> of each month. County will pay the released funds to the Provider of the GF Special Project sex offender treatment Services. ODDS will not pay any invoices for GF Special Project sex offender treatment Services that are received after 45 calendar days from the end of the service month or for GF Special Project sex offender treatment Services that are not authorized by ODDS.
- (6) GF Special Projects funding for other I/DD Services must be authorized in advance by ODDS, accepted in a SEPA in eXPRS, and the GF Special

Project Services must be provided before ODDS will release funding. Payment for other I/DD Services funded by GF Special Projects funding will be paid directly to County by ODDS. County will submit a monthly contractor invoice on a form prescribed by DHS to [CAU.Invoice@state.or.us](mailto:CAU.Invoice@state.or.us) for processing. Upon receipt of fully completed and accurate contractor invoice from County, ODDS will release the payment by creating a PPA in eXPRS. Payments are released to the County on or around the 1<sup>st</sup> and 15<sup>th</sup> of each month. County shall pay the Provider of the IDD Services from the GF Special Project funds. County invoices will be submitted within 45 calendar days from end of the service month. ODDS will not pay any invoices for I/DD Services under GF Special Project funds that are received after 45 calendar days from the end of the service month.

**2. Settlement for All DD 57 Special Projects.**

Settlement will be used to confirm and reconcile any discrepancies that may have occurred between actual DHS disbursements of funding awarded for DD 57 Special Projects through a SEPA and the amount of authorized and allowable DD 57 Services actually delivered and invoiced in accordance with these DD 57 Standards and Procedures.

**3. CFDA Number(s).**

In accordance with the State Controller's Oregon Accounting Manual, policy 30.40.00.102, and DHS procedure "Contractual Governance", DHS' determination is that County is a contractor.

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

13. Effective January 1, 2018 “Service Element DD 58 Adult Foster Home Services Standards and Procedures” is renumbered to DD 158 and replaced in its entirety.

### **Service Element DD 158 Adult Foster Home Services Standards and Procedures**

**Effective Date:** January 1, 2018  
**Service Name:** Adult Foster Homes  
**Service ID Code:** DD 158

#### **1. Overview.**

Service Element DD 158 Adult Foster Home Services (DD 158 Services) governs the delivery of residential care and services to Individuals who are 18 years or older with an Intellectual or Developmental Disability (I/DD) in adult foster homes. DD 158 Adult Foster Home Services include 24-hour supervision, room and board, and assistance with the activities of daily living, instrumental activities of daily living, and other activities, including recreation, socialization and access to services which help the Individuals develop appropriate skills to increase or maintain their level of functioning in accordance with each Individual’s person-centered plan.

CDDP shall ensure that each Individual receiving DD 158 Adult Foster Home Services funded by DHS is eligible for Developmental Disability Services, with eligibility determined in accordance with OAR Chapter 411, Division 320, as such rules may be revised from time to time.

#### **2. Standards and Procedures.**

##### **a. Service Authorization**

DD 158 Services must be authorized in advance by the CDDP in which the Individual is enrolled and is receiving DD 48 Case Management and Local Administration Services.

##### **b. Plan of Care Transition**

- (1) Beginning January 1, 2018 all DD 158 Services must be authorized in POC at the DHS approved rate.
- (2) DD Eligibility/Enrollment/Update Form (DHS 0337) Requirements
  - (a) For enrollment dates prior to January 1, 2018, CDDP will complete the DDEE screen with all relevant foster care information and select the appropriate action requested. Payments for service dates prior to January 1, 2018 will continue to be made through the Community Based Care (CBC) system.

- (b) For all enrollment dates and updates beginning January 1, 2018 and after, CDDP will select the “no action needed” from the “Action” drop down in the DDEE screen. No other information will be needed.

**c. Billing and Payment Procedures**

- (1) DHS provides payments for DD 158 Services solely through DHS funds. DD 158 Services funding is disbursed by DHS directly to Providers of DD 158 Services at the monthly rates authorized by CDDP for the Providers. All payment rates for DD 158 Services authorized by the CDDP must meet the following requirements:
  - (a) Monthly payment rates for Individuals receiving DD 158 Services will be established through an assessment process approved by DHS and are calculated on the basis of the Individual’s residential care and service needs, the Foster Care Support Needs Assessment Profile, or the current approved Functional Needs Assessment (FNA) tool.
  - (b) All Ancillary Services (e.g., Behavior Supports) shall be authorized in DD 257 effective January 1, 2018.
- (2) The monthly rate for DD 158 Services for an Individual will be prorated for any month in which DD 158 Services are not provided to the Individual for a portion of the month or during a time when the Individual is not in the home overnight.
- (3) Effective January 1, 2018 DD 158 Services must be authorized in POC for payment to be made for DD 158.
- (4) CDDP shall submit new or updated DHS 0337 forms as outlined above under the following conditions:
  - (a) New enrollment into foster care,
  - (b) Change of address,
  - (c) Change of service element, and
  - (d) Termination from foster care.
- (5) When an Individual enters DD 158 Services, the CDDP must in a timely manner enter in POC the rate based on the Individual’s current Supplemental Nutrition Assistance Program (SNAP) functional needs assessment for foster care and attach the SNAP assessment in POC.
- (6) Payment for DD 158 Services will be made by DHS through the eXPRS Payment and Reporting System directly to the foster care provider for DD 158 Services delivered to an Individual when the Individual is in the home overnight.

**3. CFDA Number(s).**

In accordance with the State Controller's Oregon Accounting Manual, policy 30.40.00.102, and DHS procedure "Contractual Governance", DHS' determination is that County is a contractor.

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

14. Effective January 1, 2018 “Service Element DD 58 Child Foster Home Services Standards and Procedures” is renumbered to DD 258 and replaced in its entirety.

### **Service Element DD 258 Child Foster Home Services Standards and Procedures**

**Effective Date:** January 1, 2018  
**Service Name:** Child Foster Homes  
**Service ID Code:** DD 258

#### **1. Overview.**

Service Element DD 258 Child Foster Home Services (DD 258 Services) governs the delivery of residential care and services in child foster homes to Children who are less than 18 years of age with Intellectual or Developmental Disabilities (I/DD); or individuals 18 to 21 who remain in the same Child Foster Home under an approved variance. The purpose of DD 258 Services is to provide 24-hour supervision, room and board, and structure and daily activities designed to promote the physical, social, intellectual, cultural, spiritual, and emotional development of the Child.

CDDP must ensure all Children receiving DD 258 Services are eligible for Developmental Disability Services. Eligibility must be determined in accordance with OAR Chapter 411, Division 320, as such rules may be revised periodically.

#### **2. Standards and Procedures.**

##### **a. Service Authorization**

DD 258 Services must be authorized in advance by the CDDP in which the Individual is enrolled and is receiving DD 48 Case Management and Local Administration Services.

##### **b. Plan of Care Transition**

- (1) Beginning January 1, 2018 all DD 258 Services must be authorized in POC at the DHS approved rate.
- (2) DD Eligibility/Enrollment/Update Form (DHS 0337) Requirements
  - (a) For enrollment dates prior to January 1, 2018, CDDP will complete the DDEE screen with all relevant foster care information and select the appropriate action requested. Payments for service dates prior to January 1, 2018 will continue to be made through the Community Based Care (CBC) system.
  - (b) For all enrollment dates and updates beginning January 1, 2018 and after, CDDP will select the “no action needed” from the “Action” drop down in the DDEE screen. No other information will be needed.

c. Billing and Payment Procedures

- (1) DHS provides payments for DD 258 Services solely through DHS funds. DD 258 Services funding is disbursed by DHS directly to Providers of DD 258 Services at the monthly rates authorized by the CDDP for the Providers. All payment rates for DD 258 Services authorized by the CDDP must meet the following requirements:
  - (a) Monthly service rates for Children receiving DD 258 Services are based on the Child's assessed residential care and service needs and must be established using the current DHS-approved Functional Needs Assessment (FNA) tool.
  - (b) All Ancillary Services (e.g., Behavior Supports) shall be authorized in DD 257 effective January 1, 2018.
- (2) The CDDP shall not authorize DD 258 Services in excess of the monthly service rate established by the current DHS-approved FNA tool for the Child's Supplemental Nutrition Assistance Program (SNAP). Monthly service rates are individualized and are not transferable to another eligible Child.
- (3) The monthly service rate for DD 258 Services for a Child will be prorated for any month in which DD 258 Services are not provided to the Child for a portion of the month or during a time when the Child is not in the home overnight.
- (4) Effective January 1, 2018 DD 258 Services must be authorized in POC for payment to be made for DD 258.
- (5) CDDP shall submit new or updated DHS 0337 form as outlined above under the following conditions:
  - (a) New enrollment into foster care,
  - (b) Change of address,
  - (c) Change of service element, and
  - (d) Termination from foster care.
- (6) When a Child enters DD 258 Services, the CDDP must in a timely manner enter in POC the rate based on the Child's current Supplemental Nutrition Assistance Program (SNAP) functional needs assessment for foster care and attach the SNAP assessment in POC.
- (7) Payment for DD 258 Services will be made by DHS through the eXPRS Payment and Reporting System directly to the foster care provider for DD 258 Services delivered to a Child when the Child is in the home overnight.



**3. CFDA Number(s).**

In accordance with the State Controller's Oregon Accounting Manual, policy 30.40.00.102, and DHS procedure "Contractual Governance", DHS' determination is that County is a contractor.

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

15. Effective January 1, 2018 “Service Element DD 151 Standards and Procedures” is amended as follows: language to be deleted or replaced is ~~struck through~~ and new language is **underlined and bold**.

### Service Element DD 151 Standards and Procedures

**Effective Date:** ~~July 1, 2017~~ **January 1, 2018**  
**Program Name:** ~~Community Living Supports and Developmental Disabilities~~ **In-Home Support for Children**  
**Service ID Code:** DD 151

#### 1. Overview.

~~Community Living Supports and Developmental Disabilities Ancillary Services~~ are program services (DD 151 **Services**) available for individuals under 18 years of age (Children) who reside in the family home, are determined eligible for developmental disabilities services and enrolled into Case Management Services under the Community Developmental Disabilities Program (CDDP), and not receiving Family Support Services for Children (DD 150). **In-Home Support for Children** services ~~Community Living Supports and Ancillary Services~~ are intended to:

- a. Maximize independence and increase the ability of a child to engage in a life that is fully integrated into the community;
- b. Increase the ability of a family to care for their child in the family home; and
- c. Strengthen the role of the family as the primary caregiver.

#### 2. Billing and Payment Procedures

- a. County shall draft a Plan of Care (POC) Service authorization within eXPRS upon completion of the ~~Individual's~~ **Child's** ISP;
- b. County shall add a POC service plan line for each Service authorized by County and agreed to by the ~~Individual's~~ **Child's** guardian or representative consistent with the published expenditure guidelines and within the timeframes identified in **the OARs** rule.
- c. Once the ~~Individual's~~ **Child's** guardian or his/her delegate has chosen the service Provider, County shall add the Service Prior Authorization (SPA) lines in the **Child's** POC.
- d. ~~Until such time as DHS implements time capture tools, County must review and approve or reject the PSW time sheet, progress note, and mileage log, County shall review, and approve or reject PSW submitted Services Delivered billing entries accordingly.~~

**3. CFDA Number(s).**

In accordance with the State Controller's Oregon Accounting Manual, policy 30.40.00.102, and DHS procedure "Contractual Governance", DHS' determination is that County is a subrecipient contractor.

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

16. Effective January 1, 2018 “Service Element DD 156 Standards and Procedures” is replaced in its entirety.

### Service Element DD 156 Standards and Procedures

**Effective Date:** January 1, 2018  
**Service Name:** Room & Board and Service Level Funding - General Fund  
**Service ID Code:** DD 156

**1. Overview.**

Room & Board (R&B) and Service Level Funding - General Fund are funds for assistance with the service level funding, room and board, personal incidental items, and, when authorized by ODDS, necessary allowable medical and dental expenditures (DD 156 Services), for Individuals 18 or older with Intellectual or Developmental Disabilities (I/DD), who are currently not Medicaid eligible due to the Individual being undocumented, but who are working towards United States citizenship.

**2. Standards and Procedures.**

**a. Service Authorization**

- (1) All Individuals receiving DD 156 Services must be eligible for I/DD Services with eligibility determined in accordance with OAR Chapter 411, Division 320, as such rules may be revised from time to time.
- (2) Eligibility for service level funding must be approved in advance by ODDS based on a Functional Needs Assessment Tool establishing a service level for the Individual.
- (3) Eligibility for Room & Board must include the Individual’s concurrent receipt of DD 50 Residential Facilities Services or DD 158 Adult Foster Home Services.
- (4) Eligibility for medical and/or dental needs is based on the Oregon Health Plan (OHP) approved list of medical and/or dental care and must include information supporting medical and/or dental necessity.
- (5) DD 156 Services must be approved in advance by ODDS. County must submit a request for DD 156 Services to [ODDS.FundingReview@state.or.us](mailto:ODDS.FundingReview@state.or.us) on form 0514dd with all DHS required information and documentation, and the following information regarding Individual’s citizenship status:
  - (a) Steps Individual has taken to date in obtaining citizenship;
  - (b) Steps to be taken by the Individual to obtain citizenship during the time frame requested for DD 156 Services;

- (c) Information and details about why an Individual is unable to obtain citizenship if applicable;
  - (d) A copy of the Individual's most current Individual Support Plan (ISP), if funding for medical and/or dental expenditures is requested; and
  - (e) A methodology for calculating the funds for medical and/or dental expenditures, if applicable.
  - (f) Documentation that the Individual has been denied Citizen Alien Waived Emergent Medical (CAWEM) and Oregon Health Plan (OHP) insurance coverage if the request is for medical and/or dental expenditure funding.
- (6) County must submit the required documentation and the 0514dd form at least two weeks prior to the start date of DD 156 Services for the Individual in order for the Services to be approved by DHS and funds to be available prior to the start of the DD 156 Services. DHS will not approve retroactive requests for DD 156 Services.
- (7) DHS determines the length of time for the DD 156 Services for an Individual, and DHS may approve new or renewal requests for DD 156 Services for up to twelve consecutive months.
- (8) County must submit a request to renew DD 156 Services to DHS two weeks prior to the end of the current DHS approved time period. The County must follow steps (5) and (6) above for all renewals. The request to renew DD 156 Services for an Individual must include, but is not limited to:
- (a) Updated information about the status of the Individual's citizenship;
  - (b) Steps the Individual has taken towards citizenship since the last update or details about why an Individual is not eligible for citizenship;
  - (c) A copy of the Individual's most current Individual Support Plan (ISP), if funding for medical and/or dental expenditures is requested; and
  - (d) A methodology for calculating the funds for medical and/or dental expenditures, if applicable.
- (9) If the Individual is approved for DD 156 Services:
- (a) ODDS will issue a Funding Decision memo to the County.
  - (b) County will set up an authorization in eXPRS.
  - (c) The DD 156 Service Provider will claim reimbursement for medical and/or dental expenditures after the delivery of the service

to the Individual by the provider of the medical and/or dental service.

- (d) The claim for reimbursement must occur within 90 days from the date of the physical receipt of the medical and /or dental service provided by the DD 156 Service Provider, which is identified by date stamp, facsimile mark, or other form of post mark.

(10) If the Individual is denied DD 156 Services:

- (a) ODDS will issue a Notification of Planned Action to the Individual with a carbon copy to the County.
- (b) The Individual will have the choice to accept or appeal the ODDS denial.
- (c) If a denial is issued to an Individual, the County must notify all service Providers and follow up with the Individual to discuss whether they chose to file an appeal.

**b. General Performance Requirements**

- (1) The funds awarded for DD 156 Services for service level funding, R&B, and personal incidentals are equivalent to the anticipated Federal Supplemental Security Income (SSI) as defined in Code of Federal Regulations (CFR) Part 416.101 – 416.121, 416.401 – 416.435 and 416.501 - 416.665, and the Oregon Supplemental Income Program (OSIP) Manual under “Room and Board and Personal Needs Standards”. Monthly rates are subject to change to reflect federal cost-of-living or other DHS approved adjustments. These monthly rate changes do not require a request by County and approval from DHS. Any monthly rate adjustments resulting from these changes will be added by DHS to awards DHS authorized for Individuals receiving DD 156 Services.
- (2) DD 156 funds must be used for “current maintenance” costs incurred by an Individual receiving DD 156 Services, as defined in the above-referenced CFRs, the OSIP Manual, and as outlined in this Standards & Procedures (S&P). Current maintenance includes the room and board fees charged by the Provider to the Individual and costs incurred for clothing, medical care authorized by DHS, and personal comfort care for the Individual, whether provided directly by, or facilitated by, the Provider of DD 156 Services.
- (3) DD 156 funds used for an Individual’s medical and/or dental expenses must only be for necessary medical and/or dental expenditures for the Individual up to the amount authorized by DHS.

Necessary medical and/or dental expenditures are those medical and/or dental expenditures needed by the Individual as detailed in the ISP by the ISP team and as referenced in the OHP approved medical and dental costs.

- (4) DD 156 funds may be used for an Individual in a medical emergency even though the emergency situation is not included in the ISP. For purposes of

this S&P, an emergency is defined as a sudden onset of a medical and/or dental condition manifesting itself by acute symptoms of sufficient severity (including severe pain) such that the absence of immediate medical or dental attention could reasonably be expected to result in placing the Individual's health in serious jeopardy, serious impairment to bodily functions, or serious dysfunction of any bodily organ or part.

Allowable DD 156 Services for medical and/or dental expenditures due to emergency situations include:

- (a) Hospital emergency treatment, or inpatient and outpatient care, or
- (b) Emergency vision and dental services.

Documentation that the Individual is not eligible for CAWEM or that CAWEM will not cover the cost of the emergency medical situation must be submitted with the request for emergency medical coverage on form 0514dd.

- (5) The following medical services are not allowable under DD 156 Services:  
Anything covered by CAWEM or OHP for an Individual who is currently receiving CAWEM or OHP
- (6) Should the Individual's circumstances around Medicaid eligibility change at any time, the County shall:
  - (a) Support the Individual in applying for Medicaid.
  - (b) Support the Individual in applying for SSI.
  - (c) Enroll the Individual into the appropriate service which includes completion of a Level of Care (LOC) within one week of the Medicaid application.

**c. Special Reporting Requirements**

DHS may request at any time other information regarding the use of DD 156 Services or the justification of such Services. County and the Provider are required to submit the requested information within the timeframe required by DHS. DHS will hold disbursements of all DD 156 funds, until the requested information is received, if the requested information isn't received by DHS within the timeframe indicated in the DHS request.

**3. Billing and Payment Procedures.**

**a. Room and Board and Personal Incidental Funds**

- (1) R&B and personal incidental funds will be disbursed to Provider in eXPRS in a Provider Prior Authorization (PPA).
- (2) Each Individual will have a Provider Prior Authorization (PPA) created for up to twelve months in eXPRS for Room and Board payments. The timeframe for the PPA is determined by the effective date of the authorization for DD 156 Services and the timing of future SSI increases.

R&B and personal incidental funds will be released at the beginning of each month by DHS.

**b. Medical Expenditures**

- (1) Funds for DD 156 medical expenditures will be disbursed to Provider in eXPRS in a PPA.
- (2) DHS will create, at the beginning of each biennium, for each Individual authorized by ODDS to receive DD 156 Services, a PPA for anticipated DD 156 medical expenditure funding for three months. The initial PPA for DD 156 medical expenditures and subsequent PPAs will be released by DHS for payment to Provider.
- (3) Provider shall submit a monthly report to [CAU.Invoice@state.or.us](mailto:CAU.Invoice@state.or.us) within 90 days following receipt of an invoice for the actual medical and/or dental costs incurred. This monthly report will serve as the Provider invoice for medical expenditures for DD 156 Services for the following month. This monthly medical expenditure report must include the following, at minimum:
  - (a) Individual's name;
  - (b) Individual's prime number;
  - (c) Month or timeframe for the reported DD 156 Services;
  - (d) Provider's name and eXPRS Provider number;
  - (e) Description of each medical expenditure, listed separately;
  - (f) Amount of each medical expenditure;
  - (g) Name of entity actually providing the DD 156 Service, such as the name of pharmacy, doctor, or therapist; and
  - (h) Actual date of DD 156 Service, not the date the Service was paid for by the Provider.
- (4) DHS will review all monthly medical expenditure reports submitted by Provider to verify that they are allowable medical expenditures per this S&P or are approved exceptions. DHS will reconcile DD 156 medical expenditure funds paid to Provider with the medical expenditures reported by the Provider and the invoice submitted. Any medical expenditure that is determined not to be an allowable DD 156 medical expenditure will be deducted from the total amount of the Provider's payment. Provider will be promptly notified of this change by email. DHS will complete its review and reconciliation within ten calendar days of receipt by DHS of the correctly completed Provider's medical expenditure report and invoice.

**4. Settlement and Quality Assurance.**

- a.** Funds for medical expenditures or other expenses not related to R&B and personal incidental funding that are not expended during a biennium are subject to



Settlement by confirming and reconciling actual medical expenditures against the DD 156 medical expenditure funds paid by DHS. Settlement for medical expenditures may occur on a monthly basis and at the end of each biennium.

- b. Provider must submit to DHS final expenditure reports and invoices for all DD 156 Services no later than 45 calendar days from the end of the biennium. County may submit a request to ODDS for an exception to extend this 45 calendar day deadline at [CAU.Invoice@state.or.us](mailto:CAU.Invoice@state.or.us). Requests for exceptions must be submitted prior to the initial 45 calendar day deadline. The original final expenditure report and invoice submission deadline can be extended one time for up to an additional 45 calendar days.
- c. DHS may conduct quality assurance reviews of the County's and Provider's adherence to this DD 156 Services S&P.

**5. CFDA Number(s).**

In accordance with the State Controller's Oregon Accounting Manual, policy 30.40.00.102, and DHS procedure "Contractual Governance", DHS' determination is that County is a contractor.

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

17. Effective January 1, 2018 “Service Element DD 257 Standards and Procedures” is added to the Agreement.

### **Service Element DD 257 Standards and Procedures**

**Effective Date:** January 1, 2018  
**Service Name:** Ancillary Services  
**Service ID Code:** DD 257

#### **1. Overview.**

Ancillary Services (DD 257 Services) are defined as those services that may be authorized as stand-alone services, separate from attendant care, relief care, skills training, or the all-inclusive rate paid to a residential program or a foster care provider.

#### **2. Standards and Procedures.**

##### **a. Service Authorization**

DD 257 Services must be prior authorized by the CDDP in which the Individual is enrolled and receiving Case Management Services in accordance with OAR Chapter 411, Division 320. This authorization must be provided and documented according to Oregon Administrative Rules, and DHS policies and procedures. CDDP shall enter all DD 257 authorizations in the Plan of Care system in eXPRS prior to start of DD 257 Services.

##### **b. Billing and Payment Procedures**

- (3) CDDP shall draft a Plan of Care service authorization within eXPRS upon completion of the Individual’s ISP.
- (4) CDDP shall add a POC service plan line for each DD 257 Service authorized by the County and agreed to by the Individual consistent with the most recent published expenditure guidelines.
- (5) Once the Individual or their delegate has chosen the DD 257 Service Provider, the County shall add the Service Prior Authorization lines in the Individual’s POC.

#### **3. CFDA Number(s).**

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

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

18. Effective January 1, 2018 Exhibit D General Terms and Conditions, Section 2. Subcontracts, paragraph a. only, is amended as follows: language to be deleted or replaced is ~~struck through~~ and new language is **underlined and bold**.
2. **Subcontracts.**
- a. Except when the Service Element Standards and Procedures expressly require the DD Service, or a portion thereof, to be delivered by County directly and subject to Section 19 of Exhibit E of this Agreement, County may use funding provided under this Agreement for DD 53 Services with local match funding, and for DD 57 and DD ~~58~~ **158** Services with general fund funding to purchase that Service, or a portion thereof, from a third person or entity (a "Subcontractor") through a contract (a "Subcontract").
19. Effective January 1, 2018 Exhibit D General Terms and Conditions, Section 3. Reporting Requirements, is amended as follows: language to be deleted or replaced is ~~struck through~~ and new language is **underlined and bold**.
3. **Reporting Requirements.** County shall report the FTE utilized for Service Elements DD 02, DD 48, and DD 55, if applicable, to DHS semi-annually when requested by DHS. ~~FTE reporting submitted as part of the Biennial Plan will be considered semi-annual FTE reporting for the period in which the Biennial Plan is submitted.~~ DHS may prescribe the format to be used for this reporting.
20. Effective January 1, 2018 Exhibit E Standard Terms and Conditions, Section 24. Notice, is amended as follows: language to be deleted or replaced is ~~struck through~~ and new language is **underlined and bold**.
24. **Notice.** Except as otherwise expressly provided in this Agreement, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, or mailing the same, postage prepaid to County or DHS 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 calendar days after the date of 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.

**DHS:** Office of Contracts & Procurement  
250 Winter St NE, Room 306  
**635 Capitol Street NE Suite 350**  
Salem, OR 97301  
Telephone: 503-945-5818  
Facsimile: 503-378-4324

**COUNTY:** {Entity Name}  
{Contact Name (optional)}  
{Street Address}  
{City, State Zip}  
Telephone:  
Facsimile:

21. Effective January 1, 2018 Exhibit H “Reserved” is renamed to “Conducting Oregon Needs Assessment” and added as follows.

**INTERGOVERNMENTAL GRANT AGREEMENT  
FOR THE FINANCING OF  
COMMUNITY  
DEVELOPMENTAL DISABILITY SERVICES**

**EXHIBIT H  
CONDUCTING OREGON NEEDS ASSESSMENT**

1. ODDS must ensure that all Individuals enrolled in Services and receiving Services, in addition to Case Management Services, are assessed using the Oregon Needs Assessment (ONA), in addition to any other Functional Needs Assessment (FNA) requirement. The CDDP shall work with ODDS to ensure that this requirement is met for all the Individuals enrolled with their CDDP.
2. Assessments will be performed per ODDS requirements and training coordinated through the state assessment unit. The following special conditions apply to the ONA.
3. **Assessor Requirements.**
  - a. No part of this Exhibit H shall be implemented until the CDDP is notified in writing by ODDS that conducting ONAs must be implemented.
  - b. CDDP will ensure that enough qualified assessors will be available to perform the task. Qualified assessors must meet the qualifications listed in OAR 411-415-0040(1).

- c. CDDP will ensure that all qualified assessors receive required training from state assessment team members no later than 30 calendar days from implementation of the ONA or within 30 calendar days of hire, whichever is later. Additional training requirements may be added to ensure continuing education for assessors. CDDP agrees to make assessors available for additional training as required. Training includes, but is not limited to:
  - (1) Specifications for how to complete the ONA.
  - (2) Professional standards for conducting assessments and Individual interactions.
- d. Assessors may not perform an ONA on any Individual they serve or have served as a Case Manager in the previous six months from the date of hire as assessor or transition to assessor role, whichever is earlier.

**4. Special Payment Provisions.**

- a. CDDP will be paid \$50.00 per initial ONA performed within one calendar year of implementation or the end of this Agreement, whichever comes first.
- b. CDDP will be paid for the initial ONA only. CDDP will not be paid for reassessments or if the Individual was assessed at another CDDP or a Brokerage.
- c. ODDS will pull a monthly report, by assessor, to determine the number of initial ONAs performed per CDDP. Payment for initial ONAs will be sent to CDDP no later than 45 calendar days from the end of the applicable billing month.

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

**Morrow County  
By:**

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Authorized Signature	Title	Date
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**State of Oregon, acting by and through its Department of Human Services  
By:**

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Authorized Signature	Title	Date
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**Approved for Legal Sufficiency:**

/s/ Mark Williams May 31, 2018

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Authorized Signature	Title	Date
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**AGENDA ITEM COVER SHEET**  
 Morrow County Board of Commissioners  
 (Page 1 of 2)

(For BOC Use)  
 Item #  
 4d(2)

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:  
 (No acronyms please)

Phone Number (Ext): (541) 676-5615 ext 5302  
 Requested Agenda Date: 02/13/2019

Oregon Dept of Human Services Agreement # 148077, Amendment #5.

**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 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 checked="" type="checkbox"/> Contract/Agreement	<input type="checkbox"/> Other

N/A      Purchase Pre-Authorizations, Contracts & Agreements

Contractor/Entity: **Oregon Department of Human Services**

Contractor/Entity Address:

Effective Dates – From: **December 1, 2018**      Through: **June 30, 2019**

Total Contract Amount:      Budget Line:

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

Reviewed By:

_____	Department Head	Required for all BOC meetings
_____	Admin. Officer/BOC Office	Required for all BOC meetings
R Tovey _____	via email 02/08/2019 County Counsel	*Required for all legal documents
_____	Finance Office	*Required for all contracts; other items as appropriate.
_____	Human Resources	*If appropriate

DATE      DATE      DATE      DATE

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

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

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

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

The Oregon Department of Human Services (OR DHS) issued Amendment #5 to the contract #148077, for the Financing of Community Developmental Disability Services on October 31, 2018, and modifies the fee set forth in amendment #4 (located on page 2 of that amendment). All remaining components remain the same.

**2. FISCAL IMPACT:**

This program is being administrated by Community Counseling Solutions (CCS), and results with a zero impact to County's budget as it is a pass-through to CCS.

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

Motion to authorize Chair Doherty to sign DHS Agreement #148077, Amendment #5 on behalf of the County.

Attach additional background documentation as needed.



## DOCUMENT RETURN STATEMENT

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

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

Document number: 148077, Am 5, hereinafter referred to as "Document."

I, Jim Doherty Commission Chair  
Name Title

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

Morrow County by email.  
Contractor's name

On 2-13-19,  
Date

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

\_\_\_\_\_  
Authorizing signature Date 2-13-19

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



Agreement Number 148077

**AMENDMENT  
STATE OF OREGON  
INTERGOVERNMENTAL GRANT AGREEMENT  
FOR THE FINANCING OF  
COMMUNITY DEVELOPMENTAL DISABILITY SERVICES**

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

This Amendment number **05** to the Intergovernmental Grant Agreement for the Financing of Community Developmental Disability Services (the "Agreement") is between the State of Oregon, acting by and through its Department of Human Services, hereinafter referred to as "DHS" and Morrow County ("County").

**AMENDMENT**

The Agreement is hereby amended as follows:

1. This Amendment number **05** shall become effective on the date this Amendment has been fully executed by every party and, when required, approved by Department of Justice.
2. Effective December 1, 2018, Exhibit B Part 1 "Operations and Administration Terms and Conditions", Section 2 is amended as follows: language to be deleted or replaced is ~~struck through~~ and new language is **underlined and bold**.
  2. County Assistance with Provider and Employer Enrollment, Credentials, and Payments.
    - a. County shall assist any Individual who wishes to hire a Personal Support Worker (PSW) in the following ways:
      - (1) Assist the Individual in becoming a Common Law Employer (CLE) or identifying a designated CLE and provide resources to prospective CLEs on their role. For each CLE County will:
        - (a) Initiate enrollment of the CLE into the Fiscal Management Agent Services (FMAS) vendor's web portal (currently referred to as "BetterOnline"). For each new CLE, County

will provide the required information to successfully enroll the CLE.

- (b) Provide assistance to the Individual or the designated CLE in completing the required paperwork. County may provide this assistance or refer the CLE to the STEPS program.
- (c) Upon request, if the County identifies a need, County shall refer the CLE to the STEPS program.
- (2) Assist the Individual in qualifying PSWs by:
  - (a) Providing PSWs with a Provider Enrollment Agreement (PEA) and initiating a Criminal History Check (CHC).
  - (b) Initiating the PSW enrollment in the FMAS vendor's web portal. For each new PSW, County will provide the required information to successfully enroll the PSW.
- b. County shall assist any Individual who wishes to hire an Independent Contractor (IC) by initiating a CHC for all new ICs.
- c. For PSW Providers, County shall assist Individuals by verifying certifications, licenses, CHC, driver's licenses, and auto insurance are appropriate and up to date prior to Services being authorized. Additionally, County shall assist Individuals by ensuring that IC's CHC is valid and up to date prior to Services being authorized.
- d. Until DHS implements time capture tools, County must review and approve or reject the PSW time sheet, progress note, and mileage log. County must review, and approve or reject PSW submitted Services-delivered billing entries accordingly.
- e. County is required to submit an out-of-cycle request for payment for PSWs if the PSW turned in a properly completed timesheet within the dates as outlined on the approved PSW payment calendar and it was not approved by ODDS due to an administrative error on the part of the County. The out-of-cycle request must be submitted within one business day of the County verifying that an error occurred and that it was an administrative error. County will be assessed a ~~\$50.00~~ **\$125.00** fee per PSW out-of-cycle request submitted. Fees will be removed from County's authorized Provider Prior Authorization for Services (DD 48 Case Management). ODDS will offer administrative technical assistance to those Counties that exceed ten submissions or 1% of the total Client enrollment for the County (whichever is greater) in a calendar year.

**3. Signatures.**

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

**Morrow County**

**By:**

\_\_\_\_\_  
Authorized Signature

*Commission Chair*

\_\_\_\_\_  
Title

*Jim Doherty*

\_\_\_\_\_  
Printed Name

*2-13-19*

\_\_\_\_\_  
Date

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

**By:**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**Approved for Legal Sufficiency:**

Exempt per OAR 137-045-0050(2)

Department of Justice

\_\_\_\_\_  
Date

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

IN THE MATTER OF AMENDING )  
RESOLUTION NO. R-2018-24 ) RESOLUTION NO. R-2019-4  
)  
)

THIS MATTER COMING BEFORE THE Morrow County Board of Commissioners sitting as the County governing body on February 13, 2019, at a regularly scheduled meeting;

**WHEREAS**, The Morrow County Board of Commissioners resolved in Resolution No. R-2018-24 to relinquish title to the Gilliam-Bisbee building to the Heppner Community Foundation. The Board resolved in Subsection 3 that “The Board authorizes the distribution of \$235,000 to open an escrow account for the benefit of the Heppner Community Foundation to be used to bring the building up to building code requirements;” and

**WHEREAS**, The Heppner Community Foundation has started renovations on the building; and

**WHEREAS**, County representatives have toured the building and work is progressing quickly, code items such as asbestos, fire suppression and elevator have been completed or bid out and scheduled; and

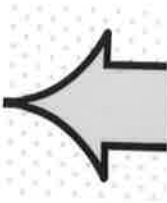
**WHEREAS**, Due to the progress made by the Heppner Community Foundation, the Board of Commissioners wishes to amend Resolution No. R-2018-24, Subsection 3 and forgo the escrow process and to pay the \$235,000 directly to the Heppner Community Foundation; and

**WHEREAS**, it is in the best interest of the County to do so.

**NOW THEREFORE, the Morrow County Board of Commissioners resolves that:**

- 1. Resolution No. R-2018-24 Subsection 3 is hereby amended to read, “The Board authorizes the distribution of \$235,000 to the Heppner Community Foundation to be used to bring the building up to building code requirements.”

Dated this 13<sup>th</sup> day of February 2019.



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

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

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

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

Approved as to Form:

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



# AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

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

After the County foreclosed and took title to the property located at 640 Elder Street in Heppner, it was discovered that the legal description for that property included a portion of the neighboring tax lot to the North. With the assistance of County Surveyor Steve Haddock, a corrected legal description for the foreclosed property was made. The foreclosed property was subsequently sold with the corrected legal description leaving the remainder still in County ownership. The following resolution and deed is to convey the remaining property to the correct owner, Mr. Koumentis. We have contacted Mr. Koumentis and he is aware of this action. The estimated cost of recording the deed is \$96.00.

## **2. FISCAL IMPACT:**

\$96.00

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

Approve and sign resolution authorizing the County Administrator to sign and file the quit claim deed.

Attach additional background documentation as needed.





**NOW THEREFORE**, be it resolved that the Morrow County Board of Commissioners hereby resolves as follows:

1. That any right, title, and interest in the portion of property known as 2S2626CC-3500 and described in Exhibit "C" be relinquished.
2. The County Administrator is authorized to execute a quitclaim deed conveying said property to Mark A. Koumentis in substantial form to Exhibit "D".

Dated this 13<sup>th</sup> day of February 2019.

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

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

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

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

Approved as to Form:

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



EXHIBIT "A"

A portion of Lot 4, Block 1, QUAID'S ADDITION TO THE CITY OF HEPPNER, in the City of Heppner, County of Morrow and the State of Oregon, more particularly described as follows:

BEGINNING at a point on the West line of Lot 4, Block 1, QUAID'S ADDITION TO THE CITY OF HEPPNER, said point being North 306 feet from the Southwest corner of said Lot 4; thence East 107.5 feet to the East line of said Lot 4; thence North to the North line of said Lot 4; thence West 107.5 feet along the North line of said Lot 4 to the West line of said Lot 4; thence South along the West line of said Lot 4 to the POINT OF BEGINNING.

EXCEPTING THEREFROM a portion of Lot 4, Block 1, QUAID'S ADDITION TO THE CITY OF HEPPNER, in the City of Heppner, County of Morrow and State of Oregon, more particularly described as follows:

BEGINNING at a point on the West line of Lot 4, Block 1, QUAID'S ADDITION TO THE CITY OF HEPPNER, said point being North 306 feet from the Southwest corner of said Lot 4, thence North 6 feet; thence East to the East line of said Lot 4; thence South 6 feet along the East line of said Lot 4, thence West to the POINT OF BEGINNING.

EXHIBIT "B"

A portion of Lot 4, Block 1, Quaid's Addition to the City of Heppner, in the City of Heppner, County of Morrow, and State of Oregon more particularly describes as follows:

Beginning at a point on the West line of said Lot 4, Block 1, Quaid's addition to the city of Heppner, said point being North 312 feet from the Southwest Corner of said Lot 4; thence East 107.58 feet to the East line of said Lot 4; thence North 56.00 feet to a point which lies north 368.00 feet, when measured at right angles, to the south line of said Lot 4; thence West, parallel with the North line of said Lot 4, a distance of 107.58 feet to a point on the west line of Lot 4 which lies North 368.00 feet from the Southwest corner of said Lot 4; thence South along the west line of said Lot 4 to the point of beginning.

EXHIBIT "C"

Lot 5, Block 1, QUAID'S ADDITION to the City of Heppner, Morrow County, Oregon. Also beginning at the Northwest Corner of said Lot 5 in Block 1 of QUAID'S ADDITION to the City of Heppner, said point being the true point of beginning of this description; Thence North a distance of 89/100 chains to a point; Thence East a distance of 1.67 chains to a point; Thence South a distance of 89/100 chains to a point; Thence West a distance of 1.67 chains to the true point of beginning of this description. TOGETHER WITH: All that portion of Lot 4, Block 1, QUAID'S ADDITION to the City of Heppner, Morrow County, Oregon, more particularly described as beginning at a point on the West Line of Lot 4, Block 1, QUAID'S ADDITION TO THE CITY OF HEPPNER, said point being North 368.00 feet from the Southwest Corner of said Lot 4, thence East 107.58 feet, parallel with the north line of said Lot 4, to a point on the East line of Lot 4, Thence North along the east line of said Lot 4, a distance of 51.1 feet, more or less, to the Northeast corner of said Lot 4, Thence West 107.58 feet along the North line of said Lot 4 to the Northwest corner of said Lot 4; Thence South along the West line of said Lot 4 a distance of 51.1 feet, more or less, to the point of beginning.

EXCEPTING THEREFROM the following described parcel: Beginning at a point lying 89/100 chains North of the Northwest corner of said Lot 5 of Block 1 of Quaid's Addition to the City of Heppner, Morrow County, Oregon, said point being the true point of beginning of this description; Thence East a distance of 62.00 feet to a point; Thence South a distance of 50.00 feet to a point; Thence West a distance of 62.00 feet to a point; Thence North a distance of 50.00 feet to the true point of beginning of this description.

Exhibit "D"

Grantor's Name:  
Morrow County, a political  
subdivision of the State of Oregon

Grantees Name:  
Mark A. Koumentis

After recording return to:  
Mark A. Koumentis  
19448 Drakes Rd. SE  
Silverton, Oregon 97381

Until a change is requested, all tax  
statements shall be sent to the above  
listed address.

**QUITCLAIM DEED**

MORROW COUNTY, a political subdivision of the State of Oregon, (Grantor), hereby releases and quitclaims to Mark A. Koumentis, all right, title and interest in that real property situated in Morrow County, State of Oregon, described as:

SEE EXHIBIT "A"

Grantor makes no warranty as to whether or not said property is free from encumbrances.

True consideration for this conveyance is: \$ -0- payable to Morrow County.

BEFORE SIGNING OR ACCEPTING THE INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009 AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THE INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF

NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009 AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2019.

GRANTOR MORROW COUNTY:

\_\_\_\_\_  
Darrell Green  
Morrow County Administrator  
(Authorized signatory for Morrow County Board of  
Commissioners pursuant to \_\_\_\_\_ Board of  
Commission Motion.)

STATE OF OREGON        )  
                                  ) ss  
COUNTY OF MORROW    )

The foregoing instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2019 by Darrell Green, Morrow County Administrator, who acknowledged such instrument to be free and voluntary act and deed, and on oath stated that they were duly authorized to execute such instrument.

Notary Public for Oregon \_\_\_\_\_

My Commission Expires \_\_\_\_\_

Exhibit "A"

Lot 5, Block 1, QUAID'S ADDITION to the City of Heppner, Morrow County, Oregon. Also beginning at the Northwest Corner of said Lot 5 in Block 1 of QUAID'S ADDITION to the City of Heppner, said point being the true point of beginning of this description; Thence North a distance of 89/100 chains to a point; Thence East a distance of 1.67 chains to a point; Thence South a distance of 89/100 chains to a point; Thence West a distance of 1.67 chains to the true point of beginning of this description. TOGETHER WITH: All that portion of Lot 4, Block 1, QUAID'S ADDITION to the City of Heppner, Morrow County, Oregon, more particularly described as beginning at a point on the West Line of Lot 4, Block 1, QUAID'S ADDITION TO THE CITY OF HEPPNER, said point being North 368.00 feet from the Southwest Corner of said Lot 4, thence East 107.58 feet, parallel with the north line of said Lot 4, to a point on the East line of Lot 4, Thence North along the east line of said Lot 4, a distance of 51.1 feet, more or less, to the Northeast corner of said Lot 4, Thence West 107.58 feet along the North line of said Lot 4 to the Northwest corner of said Lot 4; Thence South along the West line of said Lot 4 a distance of 51.1 feet, more or less, to the point of beginning.

EXCEPTING THEREFROM the following described parcel: Beginning at a point lying 89/100 chains North of the Northwest corner of said Lot 5 of Block 1 of Quaid's Addition to the City of Heppner, Morrow County, Oregon, said point being the true point of beginning of this description; Thence East a distance of 62.00 feet to a point; Thence South a distance of 50.00 feet to a point; Thence West a distance of 62.00 feet to a point; Thence North a distance of 50.00 feet to the true point of beginning of this description.





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

(For BOC Use)
Item #

49

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

Staff Contact: Matt Scrivner Phone Number (Ext): 541-989-8584
Department: Public Works / General Maintenance Requested Agenda Date: 2/13/2019
Short Title of Agenda Item: Purchase Pre-Authorization for 2008 Ford F550
(No acronyms please)

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

- Order or Resolution
Ordinance/Public Hearing:
1st Reading 2nd Reading
Public Comment Anticipated:
Estimated Time:
Document Recording Required
Contract/Agreement
Appointments
Update on Project/Committee
Consent Agenda Eligible
Discussion & Action
Estimated Time: 5-10 minutes
Purchase Pre-Authorization
Other

N/A Purchase Pre-Authorizations, Contracts & Agreements

Contractor/Entity: State Surplus
Contractor/Entity Address: Salem Oregon
Effective Dates - From: Through:
Total Contract Amount: \$ 20,000.00 Budget Line: 101-121-5-40-4423
Does the contract amount exceed \$5,000? Yes No

Reviewed By:
[Signature] 2-8-19 DATE Department Head Required for all BOC meetings
[Signature] 2/11/19 DATE Admin. Officer/BOC Office Required for all BOC meetings
[Signature] DATE County Counsel \*Required for all legal documents
[Signature] 2/8/19 DATE Finance Office \*Required for all contracts; other items as appropriate.
[Signature] DATE Board Chair \*If appropriate
\* Allow 1 week for review (submit to all simultaneously). When each office has notified the submitting department of approval, then submit the request to the BOC for placement on the agenda.

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

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

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

Public Works would like to replace a 1995 Ford F350 pickup with 255,870 miles with a 2008 Ford F550 pickup that has 60,000 miles. This vehicle is available at State Surplus in Salem. After discussion with the Road Department mechanic, we both feel this is a good replacement for the current vehicle.

**2. FISCAL IMPACT:**

This would be charged to the Pickup Replacement (101-121-5-40-4423) line in the current General Maintenance budget that has a balance of \$ 20,000.00

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

Motion to approve the Purchase Pre-Authorization for a 2008 F550 pickup for the general maintenance department.

Attach additional background documentation as needed.



# 2008 Ford F550

Oregon #: 195771

Received

Service Charge \$20,000.00

1 ton, extended cab, 4X4, Ford, F-550 Ford F550 std.trans 4wd 60k miles

## Inventory

## Location

Qty On Hand	Warehouse	Location	Qty On Hand
1		REC	1

Service Charge \$20,000.00

## Images





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

---

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

The attached Corrective Action Plan is a result of the deficiency noted in the June 30, 2018 audit report. The auditors identified a significant deficiency that is not considered to be a material weakness but addressed in attached copy of the "Finding 2018-1".

The Finding notes that "all bank and investment accounts appear to have been reconciled in a timely fashion, but not all account reconciliations were reviewed by a second party". The Auditors recommend, "that all bank and investment account reconciliations be reviewed in a timely fashion after the reconciliation process has occurred".

The proposed Corrective Action Plan reflects the County's hiring of a Staff Accountant in September, 2018, to perform all bank account reconciliations that will be reviewed by the Finance Director in a timely fashion. This is a new process that has historically been the sole responsibility of the Treasurer.

**2. FISCAL IMPACT:**

The Finding has the potential of impacting future revenue sources if not addressed.

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

A motion to approve Corrective Action Plan, to be dual signed by the Finance Director and Board of Commissioner, Chair, and submitted to the Oregon Secretary of State no later than February 15, 2019.

Attach additional background documentation as needed.



## Finance Department

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

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

February 13, 2019

Oregon Secretary of State

Re: Corrective Action Plan

To whom it may concern,

Deficiencies noted in the June 30, 2018 audit report:

- Significant deficiency identified that is not considered to be material weakness in internal controls due to lack of segregation of duties because of a limited number of staff employed.

Corrective Action Plan: The County hired a Staff Accountant in September 2018 who will perform all bank account reconciliations that will be reviewed by the Finance Director in a timely fashion.

Sincerely,

Kate Knop  
Finance Director

Jim Doherty, Chair  
Morrow County Board of Commissioners



**MORROW COUNTY, OREGON**

**Schedule of Findings and Questioned Costs**

**Year Ended June 30, 2018**

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**Section I-Summary of Auditor's Results**

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Financial Statements

Type of auditor's report issued: unmodified opinion

Internal control over financial reporting:

- Material weakness(es) identified?  yes  no
- Significant deficiency(ies) identified that are not considered to be material weaknesses?  yes  none reported

Noncompliance material to financial statements noted?  yes  no

Federal Awards

Internal control over major programs:

- Material weakness(es) identified?  yes  no
- Significant deficiency(ies) identified that are not considered to be material weakness(es)?  yes  no

Type of auditor's report issued on compliance for major program: unmodified opinion

Any audit findings disclosed that are required to be reported in accordance with 2 CFR 200.516(a)?  yes  no

Identification of major programs:

CFDA Number	Name of Federal Program or Cluster
15.226	Payments in Lieu of Taxes

---

Dollar threshold used to distinguish between type A and type B programs: \$ 750,000

Auditee qualified as low-risk auditee?  yes  no



**MORROW COUNTY, OREGON**

**Schedule of Findings and Questioned Costs (Continued)**

**Year Ended June 30, 2018**

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**Section II-Financial Statement Findings**

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**Finding 2018-1**

Good accounting controls require proper review of the bank reconciliation process. All bank and investment accounts appear to have been reconciled in a timely fashion, but not all account reconciliations were reviewed by a second party.

We recommend that all bank and investment account reconciliations be reviewed in a timely fashion after the reconciliation process has occurred.

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**Section III-Federal Award Findings and Questioned Costs**

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There are no federal award findings or questioned costs for the year ended June 30, 2018.



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

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

I received a letter dated January 29th 2019 from AgriNorthwest requesting the review of possibly selling or trading that right of way. I would like to discuss with the BOC if this is an option we want to pursue before spending anymore time and resources researching right of way documents.

**2. FISCAL IMPACT:**

Unknown

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

Discussion only

Attach additional background documentation as needed.



P.O. BOX 2308 TRI-CITIES, WA 99302-2308  
509-734-1195

January 29, 2019

Matt Scrivner  
Morrow County Public Works  
P.O. Box 428  
365 West Highway 74  
Lexington, OR 97839

Delivered Via Email to [mscrivner@co.morrow.or.us](mailto:mscrivner@co.morrow.or.us)

Dear Mr. Scrivner,

As discussed back in December, AgriNorthwest is in the process of developing a field under center-pivot that borders the frontage road located in tax lot 04N26E000003414, Morrow County, OR. AgriNorthwest would like to build its pivot 20.5 feet from the edge of the asphalt of the frontage road, as shown on the map attached as Exhibit A. Normally, this location would be outside of the right-of-way area the county owns for the frontage road. In this case, however, the county owns an extended right-of-way that was transferred to the county from Oregon Department of Transportation in 1975.

The attached map shows the area in question and what our preferred plan is for the placement of our pivot. You will see on the map that the county's property boundary extends south of frontage road in this section, which is unique to this section of the right-of-way (for comparison, see the property boundary in the tax parcel just to the east).

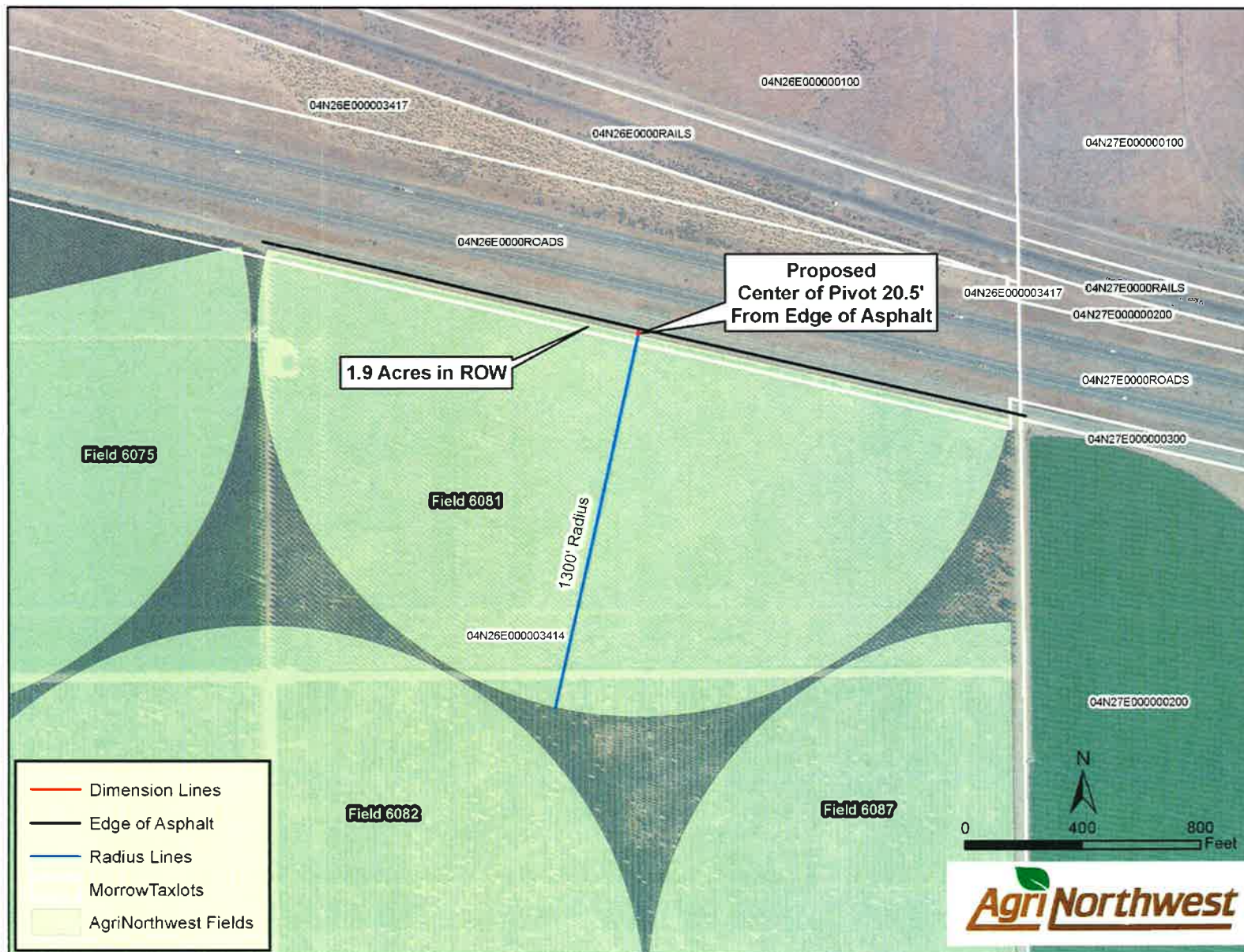
Our preference is to purchase this portion of the extended right-of-way, approximately 1.9 acres, so we can build our pivot at the location shown on the map and make the best use of our other owned property. We would also consider a land exchange where AgriNorthwest could give the county property it owns adjacent to the Poleline Road and Frontage Road intersection for future improvements in exchange for the right-of-way area.

If either of these options are feasible, please contact me as soon as possible so we can start working through the process. We would like to make the decision for placement of the pivot no later than February 15, 2019 so we can have the pivot up and running for the irrigation season. Call anytime to discuss as questions arise. Thank you for your time and consideration.

Finest Regards,

Matthew Vickery  
mvickery@agrinw.com—(509) 820-3234

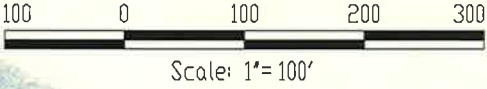
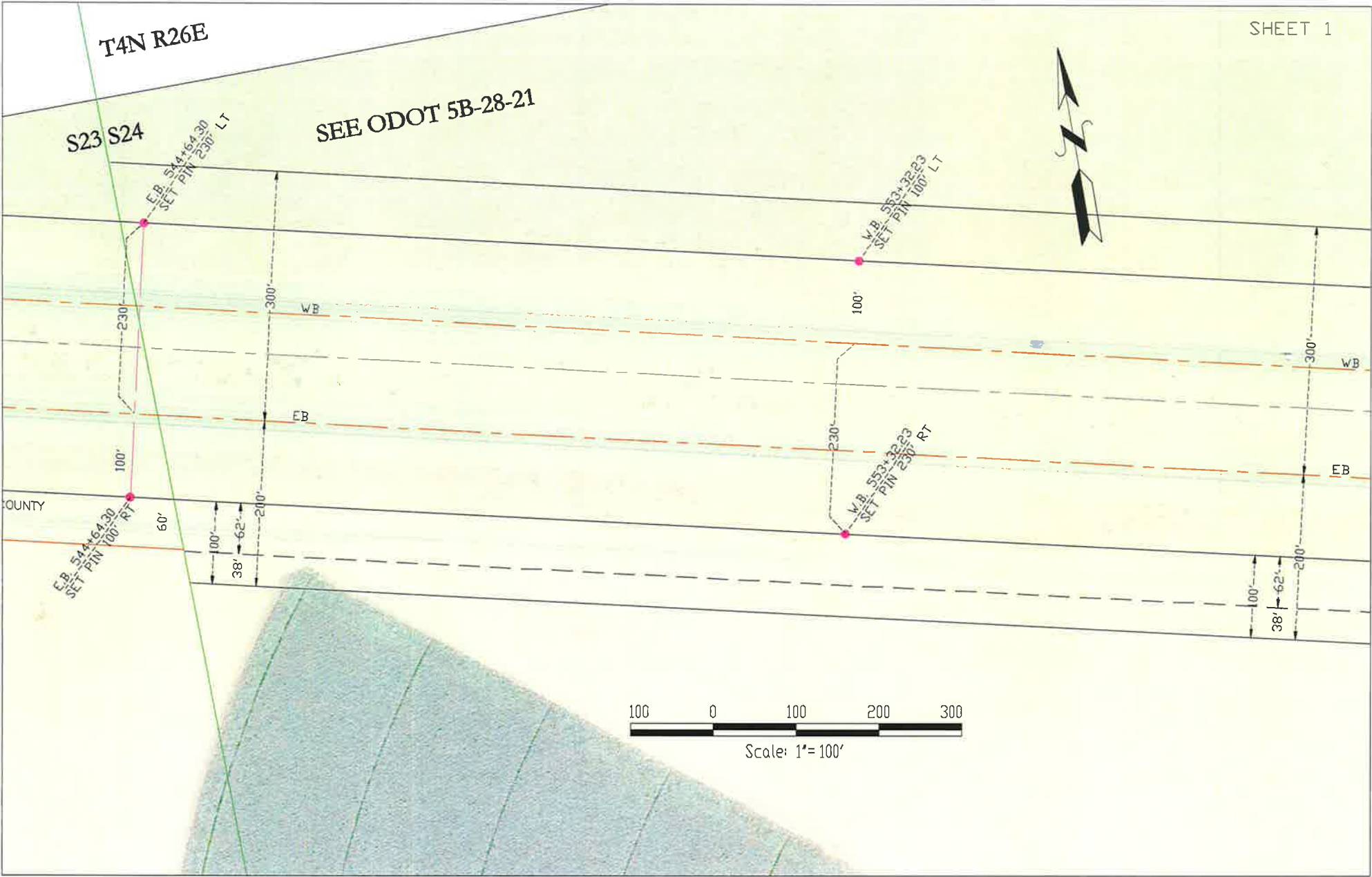
# Exhibit A

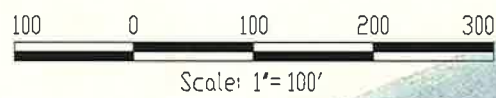
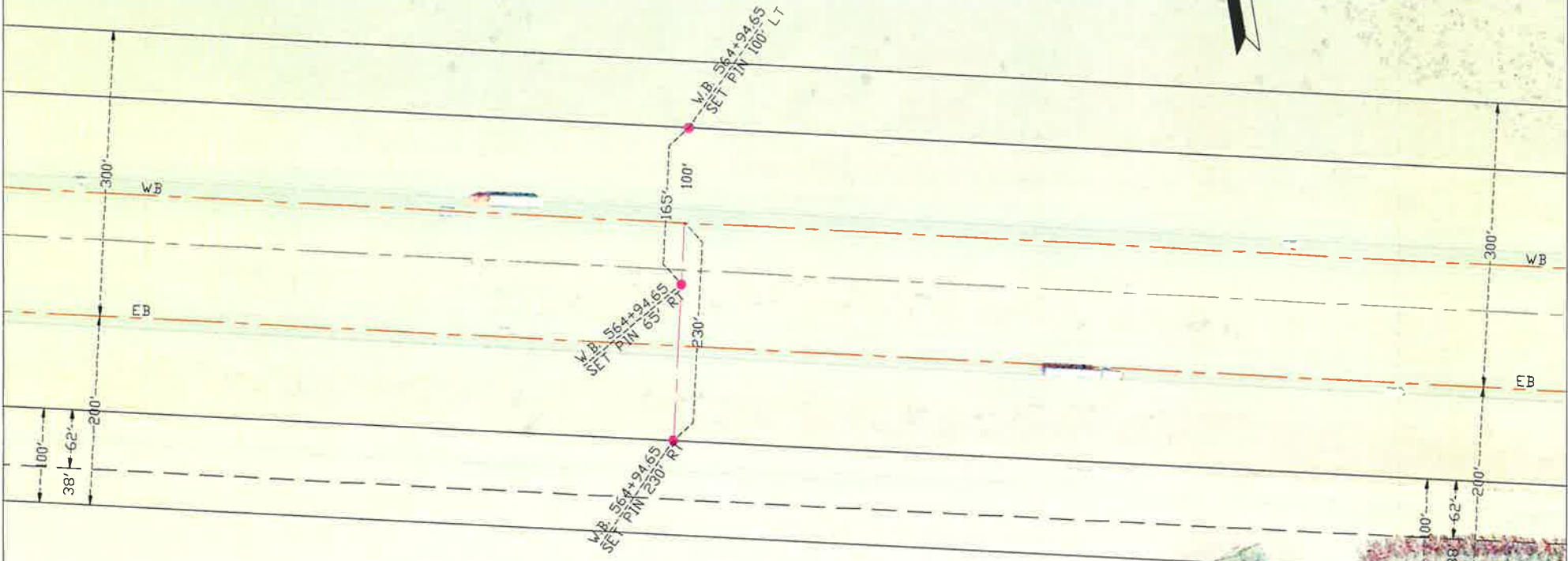


T4N R26E

S23 S24

SEE ODOT 5B-28-21



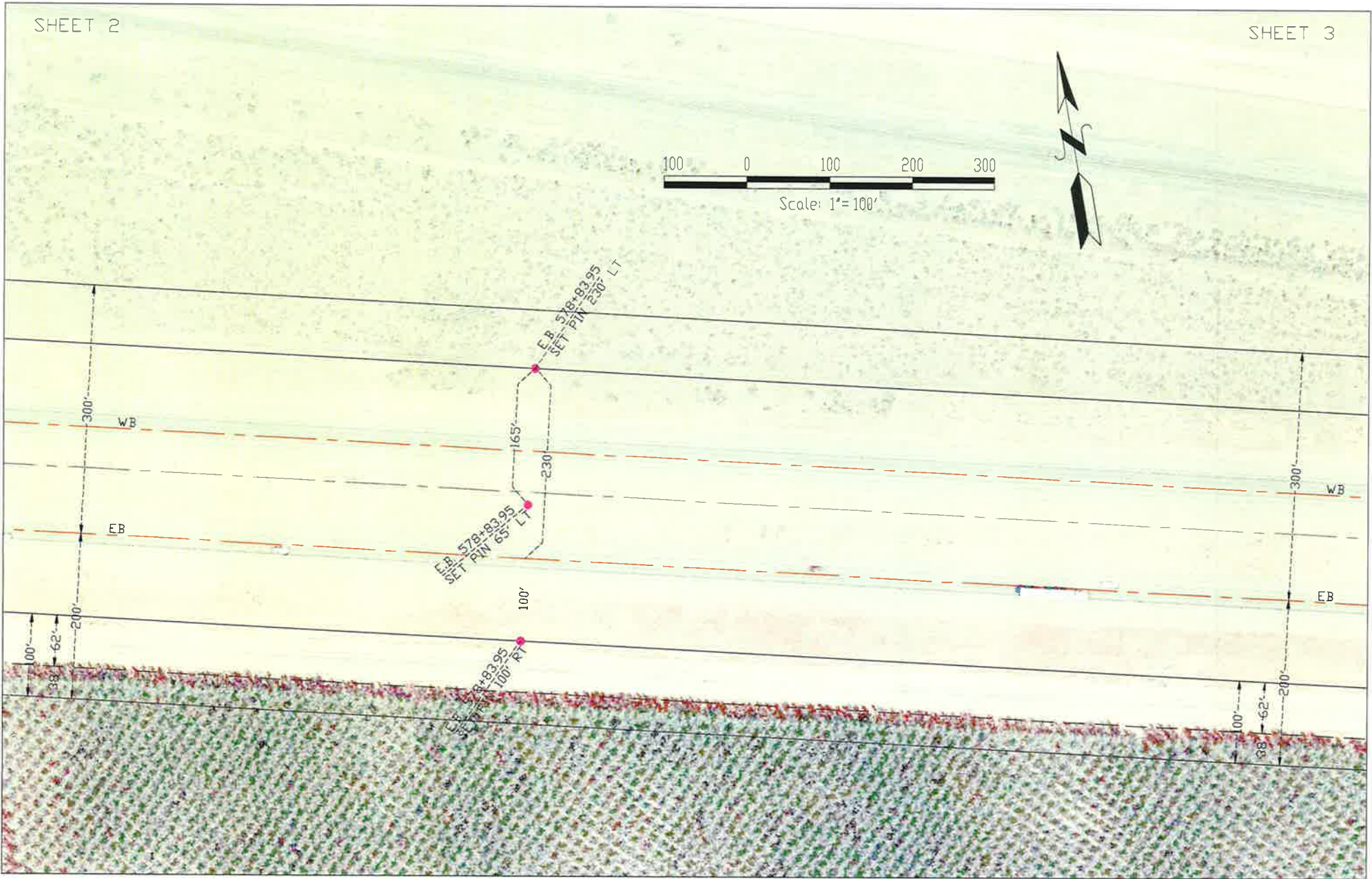


SHEET 2

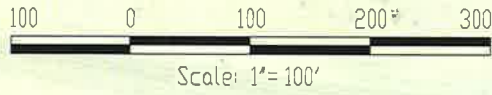
SHEET 3



Scale: 1"=100'

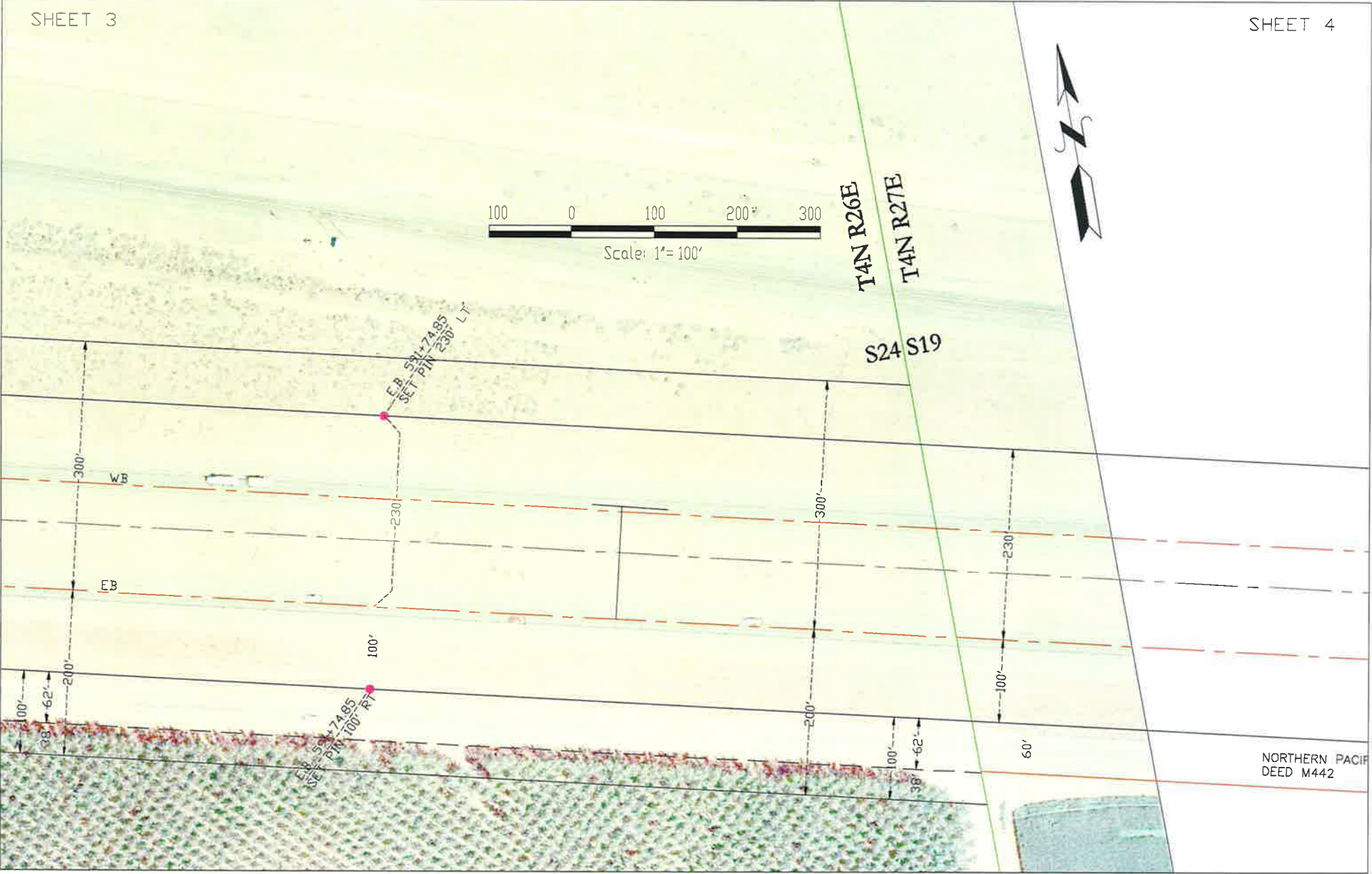






T4N R26E  
T4N R27E  
S24 S19

NORTHERN PACIFIC  
DEED M442





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

(For BOC Use)
Item #
60

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

Staff Contact: Matt Scrivner Phone Number (Ext): 541-989-8584
Department: Public Works / Road Requested Agenda Date: 2/13/2019
Short Title of Agenda Item: Olson road / AWS road agreement
(No acronyms please)

This Item Involves: (Check all that apply for this meeting.)
Order or Resolution
Ordinance/Public Hearing:
1st Reading 2nd Reading
Public Comment Anticipated:
Estimated Time:
Document Recording Required
Contract/Agreement
Appointments
Update on Project/Committee
Consent Agenda Eligible
Discussion & Action
Estimated Time: 20-40 minutes
Purchase Pre-Authorization
Other

N/A
Purchase Pre-Authorizations, Contracts & Agreements
Contractor/Entity: Vadata, Inc.
Contractor/Entity Address: 410 Terry Avenue North Seattle, Washington 98109
Effective Dates - From: Current Date Through: Unknown
Total Contract Amount: \$ 0.00 Budget Line:
Does the contract amount exceed \$5,000? Yes No

Reviewed By:
[Signature] 2/10/19 Department Head Required for all BOC meetings
[Signature] 2/12/19 Admin. Officer/BOC Office Required for all BOC meetings
J. Nelson 2-12-19 County Counsel \*Required for all legal documents
K. Knop via email 2-8-19 Finance Office \*Required for all contracts; other items as appropriate.
Human Resources \*If appropriate
\*Allow 1 week for review (submit to all simultaneously). When each office has notified the submitting department of approval, then submit the request to the BOC for placement on the agenda.

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

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

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

Discussion on Vadata's requested changes to the Road Agreement.

**2. FISCAL IMPACT:**

None

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

Discussion, Motion to direct staff to make changes and bring back to the BOC for approval.

Attach additional background documentation as needed.

original

# Morrow County Road Use Agreement

## 1.0 DATE

The effective date of this agreement is the date and time when the agreement has been signed by all parties.

## 2.0 PARTIES

The parties to this agreement are MORROW COUNTY ("County") and Vadata, Inc. ("Vadata").

## 3.0 ROADS

3.1 Vadata, as part of its construction project known as PDX90 and located on property described as tax lot 411 of Assessor's Map 4N 25E 09, will be using a number of County Roads for hauling operations and other construction traffic, specifically the following roads ("Roads"):

- Olson Road (County Road No. 689), portion North of Wilson Lane and south of Interstate 84;
- Wilson Lane (County Road No. 662), portion east of the City of Boardman to the intersection with Laurel Lane;
- Laurel Lane (County Road No. 936), entire length from Wilson Lane to intersection with Interstate 84;

3.2 Additional roads that may be used as part of the hauling operation and other construction traffic, will be subject to the terms of this agreement. The parties will incorporate additional roads by a written addendum to this agreement before such roads are so utilized.

3.3 This agreement will set out the terms of use for the hauling operations and other construction traffic that would necessitate any improvement and maintenance to the Roads utilized by the project.

3.4 The Roads will be used for oversize loads and other construction traffic, such as concrete and construction materials. These Roads may require modifications and/or safety considerations to accommodate the use by Vadata. The County consents to the modifications as set out in this agreement, to the extent within County jurisdictions. Any work or use on private property or within State jurisdiction is beyond the scope of this agreement.

3.5 County consents to the use of the Roads by Vadata, under the terms and conditions of this agreement.

#### 4.0 CONDITIONS

4.1 Vadata will provide to the County a written list of all Roads that will be used as part of its hauling operation.

4.2 Vadata will provide to the County a video tape or equivalent showing the condition of the Roads, at least seven (7) days prior to commencing the hauling operations or use of the Road.

4.3 Vadata will abide and comply with all load limits established by the County on all Roads used for hauling materials and equipment to and from the Project. If agreeable to the County, Vadata will make improvements to such Roads sufficient to the satisfaction of the Public Works Director to allow for the safe transit of the necessary equipment for the Project.

4.4 County reserves the right and authority to change or vary the load limits on any County Road as the County deems necessary.

4.5 Vadata shall be responsible for providing traffic control and protective devices meeting the requirements of the Manual on Uniform Traffic Control Devices and Oregon Supplement to the Manual on Uniform Traffic Control Devices (MUTCD) as required to allow the safe flow of traffic on all Roads. Vadata acknowledges that many of the Roads are of minimum width and sight distances.

4.6 Any bridges located on the Roads with a load limit of less than legal loads, shall be improved at the expense of Vadata to the satisfaction of the County prior to Vadata commencing the hauling operation or use on such a Road.

#### 5.0 MODIFICATIONS

The following modifications to the Roads are contemplated by this agreement, and County consents to and Vadata agrees to perform these modifications:

- Olson Road (Attachment 1 and Attachment 2) - Complete reconstruction of roadway to meet standards approved by Morrow County Public Works Director and Morrow County Engineer and as outlined in the Morrow County Transportation System Plan. Vadata will agree to perform work as soon as possible pending design approval. Work shall be completed no later than January 1, 2020. All design, engineering, inspection and administration costs related to this work will be paid by Vadata and there will be no cost to Morrow County for these improvements including Morrow County staff or contracted service providers.

- Wilson Lane (Attachment 2) - Construction of a new intersection, to include a turn lane, similar to one noted on Attachment 5. Vadata will work with Morrow County to get this design approved for construction before August 1<sup>st</sup> 2019. Construction to start no later than November 1<sup>st</sup> 2019 and be completed by March 1<sup>st</sup> 2020. Vadata acknowledges that there is possible right of way that may need to be acquired for this improvement and that Vadata will pay all costs associated with said acquisition. Vadata acknowledges that there are Irrigation improvements in this area that will need to be relocated or reinforced and that Vadata will pay all costs associated with obtaining approval from the owners of the irrigation improvements. Should other utilities be impacted Vadata will be responsible for working with those utilities, including design, engineering and construction. Approval of Irrigation and other identified utility improvements must also be completed by August 1<sup>st</sup> 2019. The road way between the intersection construction east boundary headed east to the intersection of Laurel lane will be monitored by Morrow County staff during construction. If Morrow County can prove damage to this section of road, Vadata will be responsible to make repairs to bring the road to as good if not better condition than before construction began.
- Laurel lane (Attachment 3)- The entire length between Wilson Lane and Interstate 84 will be monitored during construction by Morrow County staff during construction. If Morrow County can prove damage to this section of road, Vadata will be responsible to make repairs to bring road to as good if not better condition than before construction began.

## 6.0 MAINTENANCE

6.1 Vadata agrees to be responsible for road maintenance on the Roads during project construction. Road maintenance performed by Vadata shall be held to the County's current standards for those roads.

6.2 Vadata agrees that if notified in writing by the County of any necessary maintenance on the Roads, Vadata shall perform all such required maintenance at its expense within 24 hours of receipt of notice.

6.3 Vadata shall control dust on all gravel surfaced Roads. Certain portions of the Roads may be treated with chemical dust control approved for use on County Roads and in compliance with neighboring agricultural practices. Graveled Roads not treated with chemical methods will be watered as needed to minimize fugitive dust contamination of area residences and agricultural operations.

6.4 Vadata shall provide snow removal services as needed for the purpose of project related access on full length of Olson Road

(Attachment 1). This shall be done at the sole expense of the project owner.

#### 7.0 ADDITIONAL CONDITIONS

7.1 In addition to the conditions itemized in this contract, the County may impose additional reasonable conditions through its Public Works Director to address other improvements or maintenance necessitated by the hauling operations of Vadata.

7.2 Vadata will update the Morrow County Public Works Director weekly as to progress of construction time frames, traffic flows, design work and any other pertinent information relative to roads effected in this agreement.

7.3 Any time from acceptance of this agreement until the final road improvements are completed, Vadata will provide traffic control plans to the Public Works Director for approval and provide temporary traffic control with licensed personnel any time there is road work being performed or during construction hours to provide a smooth and safe traffic flow on roads used in this agreement.

7.4 Vadata will comply with the Morrow County Transportation System Plan including, but not limited to, requirements for Traffic Impact Analysis, development of roads to County road standards, and access management requirements.

#### 8.0 COMPLETION

8.1 At the end of the use of the Roads by Vadata, Vadata shall restore the Roads and rights-of-way in as good or better condition than pre-Project. Any fill in drainage ditches will be removed. Areas subject to this agreement disturbed by Vadata will be reshaped and seeded with certified dry land pasture mix as appropriate to restore such areas to their pre-project condition.

8.2 Vadata shall notify the County within five working days after the project completion and road restoration, to schedule a visual inspection of the Roads to assure that all roads are left in as good or better condition than prior to the start of the project. Restoration shall be completed by no later than 45 days after Vadata receives final occupancy of the any occupied building on the PDX90 site.

#### 9.0 GENERAL TERMS

9.1 All work will be done to the satisfaction of Morrow County Public Works Director.

9.2 All materials and work product applied to any County Road right-of-way as a result of this contract become the exclusive property of the County.

9.3 Vadata is an independent contractor and not an employee or officer of the County. As such, Vadata is responsible for obtaining and paying for its own liability and workers compensation insurance, if applicable.

9.4 Vadata and its subcontracts will obtain liability and workers compensation insurance as described on Exhibit A. County acknowledges that the insurance described on Attachment 6 is acceptable to the County for purposes under this agreement.

9.6 Vadata shall comply with all Federal, State and local laws and ordinances applicable to work under this contract.

#### 10.0 INDEMNIFICATION

Vadata will defend, save and hold harmless the County, its Board, officers and employees from all claims, suits, or actions of whatever nature resulting from or arising out of the activities of Vadata or its agents or employees pursuant to this contract, other than on account of willful misconduct of the County.

The parties have signed this agreement in duplicate as of the date first above written.

#### 11.0 TERMINATION OF AGREEMENT

11.1 If Vadata defaults in fulfilling the conditions or terms of this Agreement, or any of them, the County may, at its option, terminate this Agreement, and all rights, licenses and privileges of Vadata hereunder and all obligations of the County shall cease and terminate except where such rights, license, privileges and obligations expressly or impliedly survive termination.

11.2 Any condonation, excusing or overlooking by either party of any default, breach or non-observance by the other party at any time or times in respect of any covenant, provision, or condition herein contained shall not operate as a waiver of either party's rights or responsibilities hereunder in respect to any subsequent default, breach or non-observance nor as to defeat or affect in any way the rights or responsibilities of any party hereunder in respect of any subsequent default breach or non-observance by the other party. No term or condition of this agreement or any breach thereof shall be deemed to have been waived by either party unless such waiver is completed in writing and signed by the party waiving the term or condition.



**Morrow County**

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

\_\_\_\_\_  
**Date**

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

\_\_\_\_\_  
**Date**

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

\_\_\_\_\_  
**Date**

**Vadata, Inc.**

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

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

**By:** \_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

## Attachment 6

### Insurance Requirements

- Commercial/ Course of Construction General Liability coverage with a minimum of \$1,000,000.00 per occurrence.
- Workers Compensation Liability (Employers Liability) coverage with a minimum of \$1,000,000.00 per occurrence.
- Automobile Liability coverage.
- Vadata shall maintain liability insurance covering its activities on the Roads, which shall inure to the benefit of County as an additional insured. Such coverage shall have a minimum combined occurrence and annual limitation of \$5,000,000, provided that such insurance coverage may be provided as a part of a blanket policy covering other properties owned, leased, or operated by Vadata and its affiliates. Vadata shall furnish County with such certificates and other evidence of insurance as County may reasonably request from time to time.

# Morrow County Road Use Agreement

## 1.0 DATE

The effective date of this agreement is the date and time when the agreement has been signed by all parties.

## 2.0 PARTIES

The parties to this agreement are MORROW COUNTY ("County") and Vadata, Inc. ("Vadata").

## 3.0 ROADS

3.1 Vadata, as part of its construction project (the "Project") known as ~~PDx90~~ and located on property described as tax lot 411 of Assessor's Map 4N 25E 09 (the "Property"), will be using a number of the County Roads adjacent to the Property for ~~hauling operations and other standard~~ construction traffic, specifically the following roads ("Roads"):

- Olson Road (County Road No. 689), portion North of Wilson Lane and south of Interstate 84;
- Wilson Lane (County Road No. 662), portion east of the City of Boardman to the intersection with Laurel Lane;
- Laurel Lane (County Road No. 936), entire length from Wilson Lane to intersection with Interstate 84;

3.2 ~~Additional roads that may be used as part of the hauling operation and other construction traffic, will be subject to the terms of this agreement. The parties will incorporate additional roads by a written addendum to this agreement before such roads are so utilized~~ Intentionally Omitted.

3.3 This agreement will set out ~~the intention of the parties with respect to the maintenance and repair of the Roads in connection with Vadata's construction traffic. the terms of use for the hauling operations and other construction traffic that would necessitate any improvement and maintenance to the Roads utilized by the project.~~

3.4 ~~The Roads will be used for oversize loads and other construction traffic, such as concrete and construction materials. These Roads may require modifications and/or safety considerations to accommodate the use by Vadata. The County consents to the modifications as set out in this agreement, to the extent within County jurisdictions. Any work or use on private property or within State jurisdiction is beyond the scope of this agreement.~~

Commented [JN1]: Roads seem to be more than just "adjacent roads. We are also worried about the continued traffic to the site, not just "construction" traffic. There will be many daily trips on this site after the site is open.

Commented [JN2]: No comment why it was omitted.

Commented [JN3]: Don't like the change to "intent" of the parties.

Commented [JN4]: No basis for removal

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~~3.5 County consents to the use of the Roads by Vadata, under the terms and conditions of this agreement.~~

#### 4.0 CONDITIONS

~~4.1 Vadata will provide to the County a written list of all Roads that will be used as part of its hauling operation.~~

Commented [JN5]: Why removed?

~~4.2-1 Vadata will provide to the County a video tape or photographs equivalent showing the condition of the Roads, at least seven (7) days prior to commencing the hauling operations or use of the Roads.~~

~~4.3-2 Vadata will abide and comply with all load limits established by the County on all Roads used for hauling materials and equipment to and from the Project. If agreeable to the County, Vadata will make improvements to such Roads sufficient to the satisfaction of the Public Works Director to allow for the safe transit of the necessary equipment for the Project.~~

~~4.4-3 County reserves the right and authority to change or vary the load limits on any County Road as the County deems necessary for safety. County shall advise Vadata at least 30 days in advance of any change or variance in load limits.~~

~~4.5 Vadata shall be responsible for providing traffic control and protective devices meeting the requirements of the Manual on Uniform Traffic Control Devices and Oregon Supplement to the Manual on Uniform Traffic Control Devices (MUTCD) as required to allow the safe flow of traffic on all Roads. Vadata acknowledges that many of the Roads are of minimum width and sight distances.~~

Commented [JN6]: Why removed? Traffic control was one of our main concerns?

~~4.6 Any bridges located on the Roads with a load limit of less than legal loads, shall be improved at the expense of Vadata to the satisfaction of the County prior to Vadata commencing the hauling operation or use on such a Road.~~

#### 5.0 MODIFICATIONS

The following modifications to the Roads are contemplated by this agreement, and County consents to and Vadata agrees to perform these modifications:

- Olson Road north of Wilson Lane and south of Interstate 84 (Attachment 1 and Attachment 2) - Complete reconstruction of roadway consistent with Attachment 4, except as otherwise to meet standards reasonably approved by Morrow County Public Works Director and Morrow County Engineer and as outlined in the Morrow County Transportation System Plan. Vadata will agree to perform

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~~work as soon as possible pending design approval.~~ Work on Olson Road shall be completed no later than January 1, 2020. All design, engineering, inspection and administration costs related to this work will be paid by Vadata and there will be no cost to Morrow County for these improvements including Morrow County staff or contracted service providers.

- Wilson Lane (Attachment 2) - Construction of a new intersection ~~{WHERE?}~~, at the intersection of Wilson Lane and Olson Road to include a ~~{LEFT, RIGHT, OR SHARED?}~~ a left turn lane from the eastbound direction and a right turn lane from the westbound direction, similar to one noted on Attachment 5. Vadata will work with Morrow County to get this design approved for construction before August 1<sup>st</sup> 2019. Construction to start no later than November 1<sup>st</sup> 2019 and be completed by March 1<sup>st</sup> 2020.
- In connection with the repair of Wilson Lane, Vadata and County acknowledges that there is possible right of way that may need to be acquired for this improvement. County will obtain all required land for the right of way, any and all easements, and perform any required utility relocations, including irrigation improvements, and that Vadata will reimburse County for all pay all reasonable costs associated with said acquisition ~~{WHO TO COMPLETE ACQUISITION?}~~ with the easements and required utility relocation (including any irrigation improvements), provided, however, that Vadata will not be responsible for the reimbursement of any compensation costs paid to land owners in connection with the acquisition of additional land for the improvement of Wilson Lane. Vadata acknowledges that there are Irrigation improvements in this area that will need to be relocated or reinforced and that Vadata will pay all reasonable costs associated with obtaining approval from the owners of the irrigation improvements. Should other utilities be impacted Vadata will be responsible for working with those utilities, including design, engineering and construction. Approval of Irrigation and other identified utility improvements must also be completed by August 1<sup>st</sup> 2019. The road way between the intersection construction east boundary headed east to the intersection of Laurel Lane will be monitored by Morrow County staff during construction. If Morrow County can prove damage to this section of road resulting directly from Vadata's use thereof, Vadata will be responsible to make repairs to bring the road to at least as good aif not better condition as existedthan at the commencement ofbefore construction began.
- Laurel Lane (Attachment 3)- The entire length between Wilson Lane and Interstate 84 will be monitored during construction by Morrow County staff during construction. If Morrow County can prove damage to this section of road resulting directly from Vadata's use thereof, Vadata will be responsible to make repairs to bring road to at least as good aif not better condition as existedthan at the commencement ofbefore construction began.

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6.0 MAINTENANCE

6.1 Vadata agrees to be responsible for road maintenance on the Roads during project construction only to the extent that the need for such maintenance or repair is directly caused by Vadata's activities on the Roads. Road maintenance performed by Vadata shall be held to the County's current standards for those roads as set forth in this agreement.

6.2 Vadata agrees that if notified in writing by the County of any necessary maintenance on the Roads in accordance with this Agreement, Vadata shall perform all such required maintenance at its expense within 24 hours 7 days of receipt of notice, provided that such notice includes specific details of the condition of the Road needing to be repaired and if such problem was directly caused by Vadata.

6.3 Vadata shall control dust on all gravel surfaced Roads. Certain portions of the Roads may be treated with chemical dust control approved for use on County Roads and in compliance with neighboring agricultural practices. Graveled Roads not treated with chemical methods will be watered as needed to minimize fugitive dust contamination of area residences and agricultural operations.

6.4 Vadata shall provide snow removal services as needed for the purpose of project related access on full length of Olson Road (Attachment 1) only during the duration of the construction of the Project and the term of this Agreement. This shall be done at the sole expense of ~~the project owner~~ Vadata.

7.0 ADDITIONAL CONDITIONS

7.1 In addition to the conditions itemized in this contract, the County may impose reasonable additional reasonable conditions through its Public Works Director to address other improvements or maintenance necessitated to the Roads by the ~~hauling operations~~ construction traffic of Vadata, provided that such conditions are roughly proportional to the impacts of Vadata's construction traffic and the need for such maintenance is directly caused by Vadata's construction traffic.

7.2 Vadata will update the Morrow County Public Works Director weekly as to progress of construction time frames, traffic flows, design work and any other pertinent information relative to roads effected in this agreement.

7.3 Any time from acceptance of this agreement until the final road improvements are completed, Vadata will provide traffic control plans to the Public Works Director for approval and provide temporary traffic control with licensed personnel any time there is road work being

performed or during construction hours to provide a smooth and safe traffic flow on roads used in this agreement.

7.4 Vadata will comply with applicable provisions of the Morrow County Transportation System Plan including, but not limited to, requirements for Traffic Impact Analysis, development of roads to County road standards, and access management requirements.

#### 8.0 COMPLETION

8.1 At the end of the use of the Roads by Vadata for hauling or other construction traffic associated with the PDX90 project the construction of the Project, Vadata shall restore the Roads and rights-of-way to at least in as good or better condition as existed at the commencement of the than pre-project, except for Olson Road which will be in the condition required by this agreement. Any fill in drainage ditches will be removed. Areas subject to this agreement disturbed by Vadata will be reshaped and seeded with certified dry land pasture mix as appropriate to restore such areas to their pre-project condition.

8.2 Vadata shall notify the County within five-10 working days after the project completion and road restoration, to schedule a visual inspection of the Roads to assure that all roads are left in at least as good or better condition as existed than at prior to the commencement start of the project the condition required by Section 8.1. Restoration shall be completed by no later than 45 days after Vadata receives its final occupancy certificate of occupancy of the any occupied building on the PDX90 site for the fourth building to be constructed at the Project.

8-28.3 Following completion pursuant to this Section 8, Vadata will have no further obligation to maintain or repair the Road and this Agreement will be deemed terminated and be of no further force or effect.

#### 9.0 GENERAL TERMS

9.1 All work will be done to the reasonable satisfaction of Morrow County Public Works Director.

9.2 All materials and work product applied to any County Road right-of-way as a result of this contract become the exclusive property of the County.

9.3 Vadata is an independent contractor and not an employee or officer of the County. As such, Vadata is responsible for obtaining and paying for its own liability and workers compensation insurance, if applicable.

9.4 Vadata and its subcontracts will obtain liability and workers compensation insurance as described on Exhibit A. County acknowledges

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that the insurance described on Attachment 6 is acceptable to the County for purposes under this agreement.

9.6 Vadata shall comply with all Federal, State and local laws and ordinances applicable to work under this contract.

9.7 The time for performance of any term, covenant, condition, or provision of this agreement shall be extended by any period of any occurrence beyond the reasonable control of the party obligated to perform the applicable term, covenant, condition or provision under this agreement and shall include, without limiting the generality of the foregoing, delays attributable to acts of God, strikes, riot, civil commotion, acts of public enemy and casualty or unrelated third parties, and, legal challenge by a non-signatory to this agreement not arising from breach or non-compliance with this agreement so long as the party claiming such force majeure is proceeding diligently and with good faith commercially reasonable efforts to settle, fully adjudicate, or otherwise obtain final disposition of such matter.

9.8. Upon full execution of this Agreement, Vadata's pre-conditions to all building permits at the Project are deemed satisfied with respect to County roads and no further conditions with respect to county roads will be placed upon Vadata's ability to obtain building permits (or any occupancy permits) at the project from Morrow County

#### 10.0 INDEMNIFICATION

Vadata will defend, save and hold harmless the County, its Board, officers and employees from all claims, suits, or actions of whatever nature resulting from or arising out of the activities of Vadata or its agents or employees pursuant to this contract, other than on account of the negligence or willful misconduct of the County; provided that the liability of Vadata under this Agreement shall be no greater than \$10,000,000.

~~The parties have signed this agreement in duplicate as of the date first above written.~~

#### 11.0 TERMINATION OF AGREEMENT

11.1 If Vadata defaults in fulfilling the conditions or terms of this Agreement, or any of them, the County may, at its option, terminate this Agreement, ~~and all rights, licenses and privileges of Vadata hereunder~~ and all obligations of the County shall cease and terminate except where such rights, license, privileges and obligations expressly or impliedly survive termination.

11.2 Any condonation, excusing or overlooking by either party of any default, breach or non-observance by the other party at any time or times in respect of any covenant, provision, or condition herein



contained shall not operate as a waiver of either party's rights or responsibilities hereunder in respect to any subsequent default, breach or non-observance nor as to defeat or affect in any way the rights or responsibilities of any party hereunder in respect of any subsequent default breach or non-observance by the other party. No term or condition of this agreement or any breach thereof shall be deemed to have been waived by either party unless such waiver is completed in writing and signed by the party waiving the term or condition.

The parties have signed this agreement in duplicate as of the date first above written.

Morrow County

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

Vadata, Inc.

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

Title: \_\_\_\_\_

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**ATTEST:**  
Office of County Records

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Records Officer

Attachment 6

Insurance Requirements

- Commercial/ Course of Construction General Liability coverage with a minimum of \$1,000,000.00 per occurrence.
- Workers Compensation Liability (Employers Liability) coverage with a minimum of \$1,000,000.00 per occurrence.
- Automobile Liability coverage.
- Vadata shall maintain liability insurance covering its activities on the Roads, which shall inure to the benefit of County as an additional insured. Such coverage shall have a minimum combined occurrence and annual limitation of \$5,000,000, provided that such insurance coverage may be provided as a part of a blanket policy covering other properties owned, leased, or operated by Vadata and its affiliates. Vadata shall furnish County with such certificates and other evidence of insurance as County may reasonably request from time to time.

# Morrow County Road Use Agreement

## 1.0 DATE

The effective date of this agreement is the date and time when the agreement has been signed by all parties.

## 2.0 PARTIES

The parties to this agreement are MORROW COUNTY ("County") and Vadata, Inc. ("Vadata").

## 3.0 ROADS

3.1 Vadata, as part of its construction project (the "Project") located on property described as tax lot 411 of Assessor's Map 4N 25E 09 (the "Property"), will be using the County Roads adjacent to the Property for standard construction traffic, specifically the following roads ("Roads"):

- Olson Road (County Road No. 689), portion North of Wilson Lane and south of Interstate 84;
- Wilson Lane (County Road No.662), portion east of the City of Boardman to the intersection with Laurel Lane;
- Laurel Lane (County Road No.936), entire length from Wilson Lane to intersection with Interstate 84;

3.2 Intentionally Omitted.

3.3 This agreement will set out the intention of the parties with respect to the maintenance and repair of the Roads in connection with Vadata's construction traffic.

3.4 The County consents to the modifications as set out in this agreement, to the extent within County jurisdictions. Any work or use on private property or within State jurisdiction is beyond the scope of this agreement.

## 4.0 CONDITIONS

4.1 Vadata will provide to the County a video tape or photographs showing the condition of the Roads, at least seven (7) days prior to commencing the hauling operations or use of the Roads.

4.2 Vadata will abide and comply with all load limits established by the County on all Roads used for hauling materials and equipment to and from the Project. If agreeable to the County, Vadata will make improvements to such Roads sufficient to the satisfaction of the Public

Works Director to allow for the safe transit of the necessary equipment for the Project.

4.3 County reserves the right and authority to change or vary the load limits on any County Road as the County deems necessary for safety. County shall advise Vadata at least 30 days in advance of any change or variance in load limits.

## 5.0 MODIFICATIONS

The following modifications to the Roads are contemplated by this agreement, and County consents to and Vadata agrees to perform these modifications:

- Olson Road north of Wilson Lane and south of Interstate 84 (Attachment 1 and Attachment 2) - Complete reconstruction of roadway consistent with Attachment 4, except as otherwise reasonably approved by Morrow County Public Works Director and Morrow County Engineer. Work on Olson Road shall be completed no later than January 1, 2020. All design, engineering, inspection and administration costs related to this work will be paid by Vadata and there will be no cost to Morrow County for these improvements including Morrow County staff or contracted service providers.
- Wilson Lane (Attachment 2) - Construction of a new intersection at the intersection of Wilson Lane and Olson Road to include a left turn lane from the eastbound direction and a right turn lane from the westbound direction, similar to one noted on Attachment 5. Vadata will work with Morrow County to get this design approved for construction before August 1 2019. Construction to start no later than November 1<sup>st</sup> 2019 and be completed by March 1<sup>st</sup> 2020.
- In connection with the repair of Wilson Lane, Vadata and County acknowledge that there is possible right of way that may need to be acquired for this improvement. County will obtain all required land for the right of way, any and all easements, and perform any required utility relocations, including irrigation improvements. Vadata will reimburse County for all reasonable costs associated with the easements and required utility relocation (including any irrigation improvements), provided, however, that Vadata will not be responsible for the reimbursement of any compensation costs paid to land owners in connection with the acquisition of additional land for the improvement of Wilson Lane. The road way between the intersection construction east boundary headed east to the intersection of Laurel Lane will be monitored by Morrow County

staff during construction. If Morrow County can prove damage to this section of road resulting directly from Vadata's use thereof, Vadata will be responsible to make repairs to bring the road to at least as good a condition as existed at the commencement of construction.

- Laurel Lane (Attachment 3)- The entire length between Wilson Lane and Interstate 84 will be monitored during construction by Morrow County staff during construction. If Morrow County can prove damage to this section of road resulting directly from Vadata's use thereof, Vadata will be responsible to make repairs to bring road to at least as good a condition as existed at the commencement of construction.

## 6.0 MAINTENANCE

6.1 Vadata agrees to be responsible for road maintenance on the Roads during project construction only to the extent that the need for such maintenance or repair is directly caused by Vadata's activities on the Roads. Road maintenance performed by Vadata shall be held to the County's current standards for those roads as set forth in this agreement.

6.2 Vadata agrees that if notified in writing by the County of any necessary maintenance on the Roads in accordance with this Agreement, Vadata shall perform all such required maintenance at its expense within 7 days of receipt of notice, provided that such notice includes specific details of the condition of the Road needing to be repaired and if such problem was directly caused by Vadata.

6.3 Vadata shall control dust on all gravel surfaced Roads. Certain portions of the Roads may be treated with chemical dust control approved for use on County Roads and in compliance with neighboring agricultural practices. Graveled Roads not treated with chemical methods will be watered as needed to minimize fugitive dust contamination of area residences and agricultural operations.

6.4 Vadata shall provide snow removal services as needed for the purpose of project related access on full length of Olson Road (Attachment 1) only during the duration of the construction of the Project and the term of this Agreement. This shall be done at the sole expense of Vadata.

## 7.0 ADDITIONAL CONDITIONS

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7.2 Vadata will update the Morrow County Public Works Director weekly as to progress of construction time frames, traffic flows, design work and any other pertinent information relative to roads effected in this agreement.

7.3 Any time from acceptance of this agreement until the final road improvements are completed, Vadata will provide traffic control plans to the Public Works Director for approval and provide temporary traffic control with licensed personnel any time there is road work being performed or during construction hours to provide a smooth and safe traffic flow on roads used in this agreement.

7.4 Vadata will comply with applicable provisions of the Morrow County Transportation System Plan.

## 8.0 COMPLETION

8.1 At the end of the use of the Roads by Vadata for construction traffic associated with the construction of the Project, Vadata shall restore the Roads to at least as good a condition as existed at the commencement of the project, except for Olson Road which will be in the condition required by this agreement. Any fill in drainage ditches will be removed..

8.2 Vadata shall notify the County within 10 working days after the project completion and road restoration, to schedule a visual inspection of the Roads to assure that all roads are left in the condition required by Section 8.1. Restoration shall be completed by no later than 45 days after Vadata receives its final certificate of occupancy for the fourth building to be constructed at the Project.

8.3 Following completion pursuant to this Section 8, Vadata will have no further obligation to maintain or repair the Road and this Agreement will be deemed terminated and be of no further force or effect.

9.0 GENERAL TERMS

9.1 All work will be done to the reasonable satisfaction of Morrow County Public Works Director.

9.2 All materials and work product applied to any County Road as a result of this contract become the exclusive property of the County.

9.3 Vadata is an independent contractor and not an employee or officer of the County. As such, Vadata is responsible for obtaining and paying for its own liability and workers compensation insurance, if applicable.

9.4 Vadata and its subcontracts will obtain liability and workers compensation insurance as described on Exhibit A. County acknowledges that the insurance described on Attachment 6 is acceptable to the County for purposes under this agreement.

9.6 Vadata shall comply with all Federal, State and local laws and ordinances applicable to work under this contract.

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9.8. Upon full execution of this Agreement, Vadata's pre-conditions to all building permits at the Project are deemed satisfied with respect to County roads and no further conditions with respect to county roads will be placed upon Vadata's ability to obtain building permits (or any occupancy permits) at the project from Morrow County

10.0 INDEMNIFICATION

Vadata will defend, save and hold harmless the County, its Board, officers and employees from all claims, suits, or actions of whatever nature resulting from or arising out of the activities of Vadata or its agents or employees pursuant to this contract, other than on account of the negligence or willful misconduct of the County; provided that the liability of Vadata under this Agreement shall be no greater than \$10,000,000.

11.0 TERMINATION OF AGREEMENT



11.1 If Vadata defaults in fulfilling the conditions or terms of this Agreement, or any of them, the County may, at its option, terminate this Agreement, and all obligations of the County shall cease and terminate except where such rights, license, privileges and obligations expressly or impliedly survive termination.

11.2 Any condonation, excusing or overlooking by either party of any default, breach or non-observance by the other party at any time or times in respect of any covenant, provision, or condition herein contained shall not operate as a waiver of either party's rights or responsibilities hereunder in respect to any subsequent default, breach or non-observance nor as to defeat or affect in any way the rights or responsibilities of any party hereunder in respect of any subsequent default breach or non-observance by the other party. No term or condition of this agreement or any breach thereof shall be deemed to have been waived by either party unless such waiver is completed in writing and signed by the party waiving the term or condition.

The parties have signed this agreement in duplicate as of the date first above written.

Morrow County

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

Vadata, Inc.

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

Title: \_\_\_\_\_

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**ATTEST:**  
Office of County Records

\_\_\_\_\_  
Records Officer

## Attachment 6

### Insurance Requirements

- Commercial/ Course of Construction General Liability coverage with a minimum of \$1,000,000.00 per occurrence.
  
- Workers Compensation Liability (Employers Liability) coverage with a minimum of \$1,000,000.00 per occurrence.
  
- Automobile Liability coverage.
  
- Vadata shall maintain liability insurance covering its activities on the Roads, which shall inure to the benefit of County as an additional insured. Such coverage shall have a minimum combined occurrence and annual limitation of \$5,000,000, provided that such insurance coverage may be provided as a part of a blanket policy covering other properties owned, leased, or operated by Vadata and its affiliates. Vadata shall furnish County with such certificates and other evidence of insurance as County may reasonably request from time to time.

## Legislative Updates

HB, SB or LC #: House Bill 2322

Summary of Bill or LC:

Requires Land Conservation and Development Commission to amend statewide land use planning goals related to energy to incorporate development of renewable energy facilities and reduction of greenhouse gas emissions and to match state energy policies.

Parties involved:

This is the outcome of conversations with AOC and RNW.

Impact to Morrow County:

Passed – would allow for update to our Goal 13.

Not passed – no change.

Recommendation to Commissioners:

This would support renewable energy development.

# Legislative Updates

HB, SB or LC #: House Bill 2329

Summary of Bill or LC:

Modifies definition of "energy facility" for purposes of regulation of energy facilities by Energy Facility Siting Council.

Parties involved:

This is the outcome of conversations with AOC and RNW.

Impact to Morrow County:

Passed – would allow for more local approval of renewable energy development.

Not passed – no change.

Recommendation to Commissioners:

This would support local approval of renewable energy development.

# Legislative Updates

HB, SB or LC #: House Bill 2435

Summary of Bill or LC:

Makes permanent 2018 law sunsetting April 15, 2020, that allows guest ranches to be established on lands zoned for exclusive farm use in eastern Oregon.

Parties involved:

Unknown.

Impact to Morrow County:

Passed – would for more agritourism opportunities. Ruggs Ranch has been approved under these provisions.

Not passed – no change.

Recommendation to Commissioners:

This would support agritourism development.

# Legislative Updates

HB, SB or LC #: Senate Bill 88

Summary of Bill or LC:

Allows counties to authorize construction of accessory dwelling units on lands zoned for rural residential use. Establishes conditions of approval for accessory dwelling units.

Parties involved:

Unknown. I would suspect 1,000 Friends and various housing advocacy groups.

Impact to Morrow County:

Passed – would allow for accessory dwelling units on land zoned Farm Residential, Rural Residential, and Suburban Residential. Will trigger work to incorporate into our Zoning Ordinance.

Not passed – no change.

Recommendation to Commissioners:

This bill has some positive aspects and could be beneficial for Morrow County. We need to track it to assure that county autonomy is maintained.

# Legislative Updates

HB, SB or LC #: Senate Bill 408

Summary of Bill or LC:

Allows county to approve certain divisions of land zoned for exclusive farm use for purposes of siting utility facilities necessary for public service.

Parties involved:

UEC. Morrow County. Working with 1,000 Friends, Farm Bureau and DLCD. AOC PD finds no concerns.

Impact to Morrow County:

Passed – would allow for land divisions for utility facilities necessary (substations, water towers, waste water treatment facilities as examples).

Not passed – no change.

Recommendation to Commissioners:

This bill addresses the concerns identified during the land partition process recently undertaken for a UEC substation on farm land.



# Legislative Updates

HB, SB or LC #: Senate Bill 449

Summary of Bill or LC:

Establishes standards for establishment of farm cafes on lands zoned for exclusive farm use.

Parties involved:

Lane County initiated this bill.

Impact to Morrow County:

Passed – would allow for this type of development in Morrow County

Not passed – no change.

Recommendation to Commissioners:

This continues to support various agritourism opportunities.



## PLANNING DEPARTMENT

PO Box 40 • 205 Third Street NE  
 Irrigon, Oregon 97844  
 (541) 922-4624

### MEMORANDUM

To: Morrow County Board of Commissioners  
 From: Carla McLane, Planning Director  
 Date: February 11, 2019  
 RE: Planning Update

The following represents current work and anticipated actions in the Planning Department during February, March and further into the new year. It is not exhaustive. Also attached is the memorandum that I prepared for Karmen that is included in the Compensation Committee binder.

#### **Renewable Energy Planning Commission Discussion:**

On January 22, 2019, Kerrie Standlee joined the Planning Commission for a discussion concerning wind energy development and noise. It was well done and very informative (the PowerPoint slides are attached). It was agreed by the Planning Commission members in attendance to update the 'memorandum' that Staff have been preparing to facilitate conversation at the February 26, 2019, Planning Commission meeting relative to next steps. It is anticipated that draft regulations will be forthcoming for discussion in the April and May timeframe, with public hearings to follow over the summer.

#### **Solar Rulemaking:**

The LCDC Solar RAC has concluded its work with proposed changes to Oregon Administrative Rule placed before the Land Conservation and Development Commission on January 24, at which time they adopted the rules as *temporary*. Public comment has now been extended to May 7, 2019. Over the next several weeks I will work to draft comment to the LCDC for the Board to consider. Of note the proposed amended rule does provide opportunity for counties to establish a program to allow development of co-located uses on high-value farmland, a positive outcome relative to county autonomy. I do plan on incorporating this type of opportunity into any proposed regulation as discussed above.

The EFSC Solar RAC did meet in Boardman on Wednesday, January 30. This process continues to be informative, but somewhat frustrating as it is unclear just what the outcome is supposed to be. Another meeting is being scheduled for late February or early March.

#### **Farm and Forest Reporting:**

Under state law all (or at least most) actions taken on Farm and Forest zoned land are reported to the Department of Land Conservation and Development on an annual basis. They are then aggregated and reported to the Legislature. We have completed our reporting for 2018. The 2016-2017 report from DLCD to the Legislature can be found here:

[https://www.oregon.gov/lcd/Publications/Farm\\_Forest\\_Report\\_2016\\_2017.pdf](https://www.oregon.gov/lcd/Publications/Farm_Forest_Report_2016_2017.pdf)

**Budgets:**

Work has started on preparing the various Planning Department budgets for the 2019-2020 fiscal year. At this point there are no significant changes that have been identified.

**New Vehicle:**

Planning staff are enjoying the new 2019 Jeep Cherokee Latitude. It is comfortable, reliable and appears to be getting great gas mileage. We have decided to release the Durango as the cost to maintain has been determined to be excessive and it is unreliable at this point.

**Military Economic Advisory Committee (MEAC):**

In January the MEAC did accept the following as their Mission and Goals. These have been placed on the county website and are available as a PDF document. It was also agreed to begin focused work on the Green Energy Corridor.

**Mission Statement.**

The Military Economic Advisory Committee (MEAC) mission is to identify and implement processes and solutions that support economic development to enhance our communities, while sustaining military missions and protecting our environment.

**Goals**

- Preserve military training capabilities within the region while addressing impacts to underlying or adjacent land uses to help foster mutually compatible community development.
- Mutually develop and implement an early notification, communication and coordination process between the military, developers and local governments to address projects under and near military training and operations areas. To be considered would be:
  - Early notification of project development to military partners and regular updates concerning projects in the permit process, under development or operational.
  - Implementation of the Range Air Installation Compatibility Use Zone (RAICUZ) Study and other similar studies of interest to MEAC partners.
  - Discussion of military mission and impacts of those changes to both local economic development and environmental protections.
  - Develop a resolution process to address conflicts under special use airspace associated with military activities and facilities.
  - Develop a process to identify projects with the potential to impact military operations in the areas surrounding NWSTF Boardman and Camp Umatilla and underlying FAA designated special use airspace and military training routes (MTR).
- Foster and maximize positive economic impact of Military facilities and activities for Morrow County and its citizens through the use of local contractors and services wherever practicable. To be considered would be:
  - Identify opportunities for compensation to landowners and agencies that are negatively impacted by military operations and projects.
  - Engage local contractors and services wherever practicable.
  - Identify jobs that could be created through military related projects.

- Leverage existing governmental resources to create a cohesive interaction with the military and to explore opportunities for the development of new resources.
- Support the development of Green Energy Corridors while promoting and incentivizing their use.
- Track and engage as warranted, policy advisors, rulemaking, and legislative proposals that are of importance to the MEAC and its members. Promote and engage in substantive communication with our Local, State, and Federal Legislators to help facilitate the Mission and Goals of this group.

Happy New Year!!





## PLANNING DEPARTMENT

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### MEMORANDUM

To: Karmen Carlson, Human Resources Director  
From: Carla McLane, Planning Director  
Date: February 4, 2019  
RE: Planning Department Overview

Karmen has asked for any facts or statistics on growth in Morrow County. I'll do my best to provide an overview and some specifics that may be of interest to the Compensation Committee.

#### Quality Information:

The State of Oregon Employment Department provides regular information and updates concerning a variety of employment data. Morrow County's current unemployment rate is 4.6%, one of the lowest in eastern Oregon and only a half percentage point higher than the Oregon unemployment rate of 4.1%. Of particular note is Total Nonfarm Employment in Morrow County which has grown considerably since mid 2012 and leads eastern Oregon. More information can be found at this link: <https://www.qualityinfo.org/eastern-oregon>

#### Energy Facility Siting:

While attending a recent Energy Facility Siting Council (EFSC) Solar Rulemaking Advisory Committee (RAC) meeting I welcomed the RAC members to Morrow County and, what I often refer to as, energy central. Morrow County is home to the Boardman Coal Fired Power Plant, two large gas fired power plants, multiple wind facilities, two methane gas power conversion facilities, a variety of other small facilities, and a host of power lines. Energy facilities, based on size, can either be approved locally or through the EFSC. Since about 2005 Morrow County has seen the development of renewable energy steadily increase with both local and EFSC approvals. Staff input to either approval path can take hours, or maybe better reflected in days. Current work on an amendment to the Wheatridge energy facility, a facility approved through EFSC, has already logged nearly eight hours with at least that many hours still needed to complete comment to Oregon Department of Energy (ODOE) staff.

#### Development Permits Issued:

In 2018 the Planning Department issued a variety of permits, some by staff and others through the Planning Commission. Six also required a final review and approval by the Board of Commissioners. Here are some numbers to contemplate:

- 73 Zoning Permits (comparable to 2017 at 77 and some growth from the 67 issued in both 2016 and 2015)
- 28 Planning Commission decisions (however there were 32 public hearings to arrive at this number).
- 13 Land Use Decisions. This is a new category of decision types, previously requiring Planning Commission action.

Over the past several years changes to the Morrow County Zoning Ordinance, including recent changes to the Exclusive Farm Use and Forest Use zones, have impacted how Planning Department staff review many of these decisions. These changes to the Zoning Ordinance are requiring additional time be invested in the decisions rendered, including but not limited to improved findings and community outreach.

**Building Permit Fund:**

One of the best windows into how Morrow County is growing would be deposits into the Building Permit Fund, one of four budgets managed by the Planning Department. This fund was established in 2001 when Morrow County entered into agreement with the City of Boardman for delivery of Building Permit services. The Planning Department uses these funds for a variety of activities, currently focused on updates to the Morrow County Comprehensive Plan and Zoning Ordinance. Here is a summary of deposits over the past dozen years:

2006/2007	\$64,378.92
2007/2008	\$42,195.88
2008/2009	\$59,120.21
2009/2010	\$13,730.44
2010/2011	\$88,139.75
2011/2012	\$33,246.97
2012/2013	\$134,387.92
2013/2014	\$172,578.02
2014/2015	\$88,970.60
2015/2016	\$105,175.93
2016/2017	\$163,167.83
2017/2018	\$142,325.24
2018/2019 (½ year)	\$76,678.01

You will note that 2010/2011 saw a small amount of funds during the deepest part of the recession. Because Morrow County never experienced the boom leading to the recession we never really experienced as deep of a recession as other parts of Oregon or the country. Most of these funds come from industrial development, both at the Port of Morrow and energy development. Residential and commercial development, while included, is a small part of the total fund.

**Other Activities:**

The Planning Department, while responsible for a variety of Planning documents, is also responsible for the Code Enforcement Ordinance, as well as the Natural Hazards Mitigation Plan (NHMP) that includes the Community Wildfire Protection Plan (CWPP). Currently Planning Department staff are working on an update to the CWPP, a process that started last summer and is planned to conclude with adoption in May 2019. Stephen Wrecsics, GIS Planning Technician, is the lead Planning Department staff on this project, which will require six committee meetings, a public unveiling in front of the Morrow County Planning Commission, and the final adoption public hearing before the Board of Commissioners. As a part of the NHMP our local communities will also have an opportunity to update their local NHMP annexes as well.

There has also been concerted effort for the past five years or so to review and amend many of the Planning documents - Comprehensive Plan, Zoning Ordinance, Subdivision Ordinance, and the many inputs to the Transportation System Plan. Recent work has included completion of updates to both the Comprehensive Plan and Zoning Ordinance related to aggregate mining,

an update to Goal 9 Economic Element of the Comprehensive Plan, implementation of the model code for both the Exclusive Farm Use and Forest Use zones of the Zoning Ordinance, reconfiguration of several Zoning Ordinance articles resulting in an updated Article 7, and last year alone we completed adoption of the Lexington Airport Master Plan, the Heppner Transportation System Plan as applied in the Urban Growth Boundary, and the Parks Master Plan. During the past five years a number of amendments to both the Comprehensive Plan and Zoning Ordinance were also requested by application, with those actions also completed in a timely manner. Currently there is work evaluating renewable energy regulation, the incorporation of the Rural Address Ordinance as part of the Zoning Ordinance, amendments to the Subdivision Ordinance, and changes to Article 9 Administrative Procedures chapter of the Zoning Ordinance.



# Presentation Overview

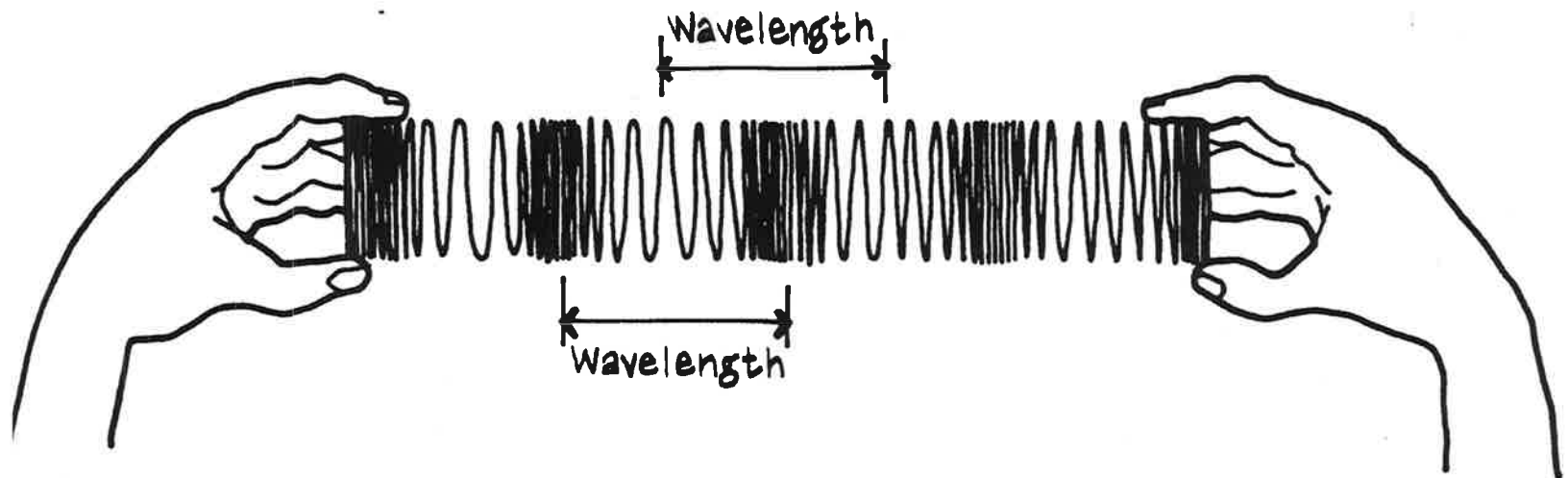
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- What is sound?
- Quantifying sound
- Human perception of sound
- Outdoor sound propagation
- Wind turbine noise
- Oregon noise regulations
- Questions and Discussion



# What is Sound?

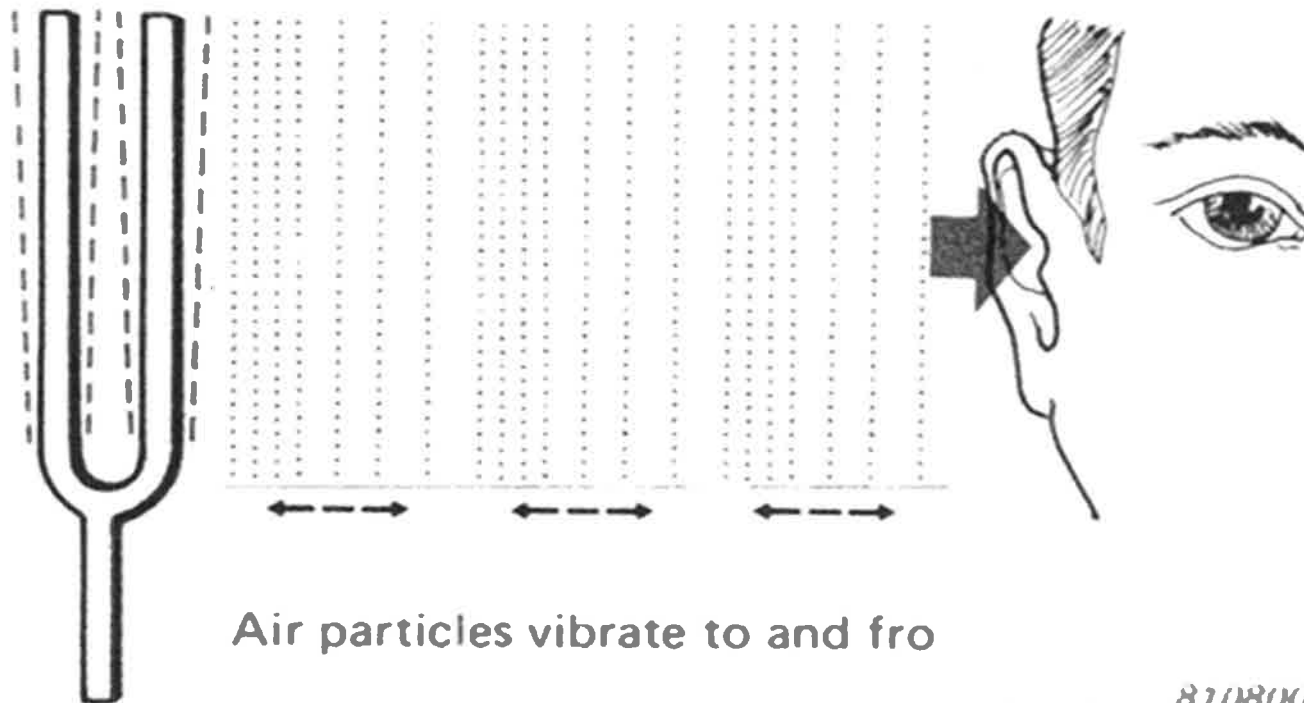
- Longitudinal pressure wave in an elastic medium (air, water, etc)



Source: Egan, 1988

# What is Sound?

Tuning fork



Air particles vibrate to and fro

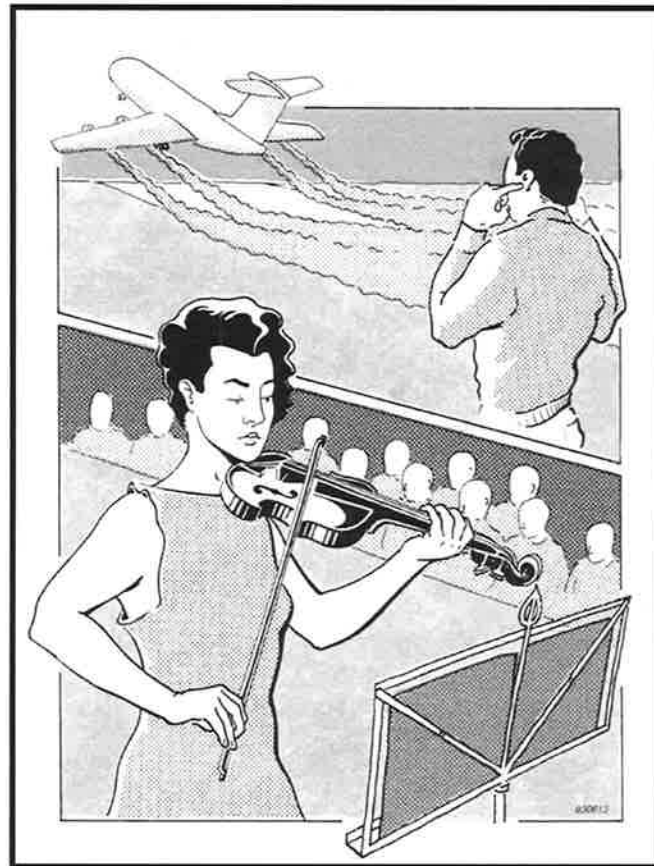
# What is Sound?

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- Wavelength ( $\lambda$ )=distance between wave fronts
- Frequency (f) =number of times wavefront passes by a point each second
- Frequency and wavelength are related –  $f=c/\lambda$  where c is the speed of sound in medium

# What is Sound?

- Noise is defined as unwanted sound



Source: B&K, 1984

# Quantifying Sound

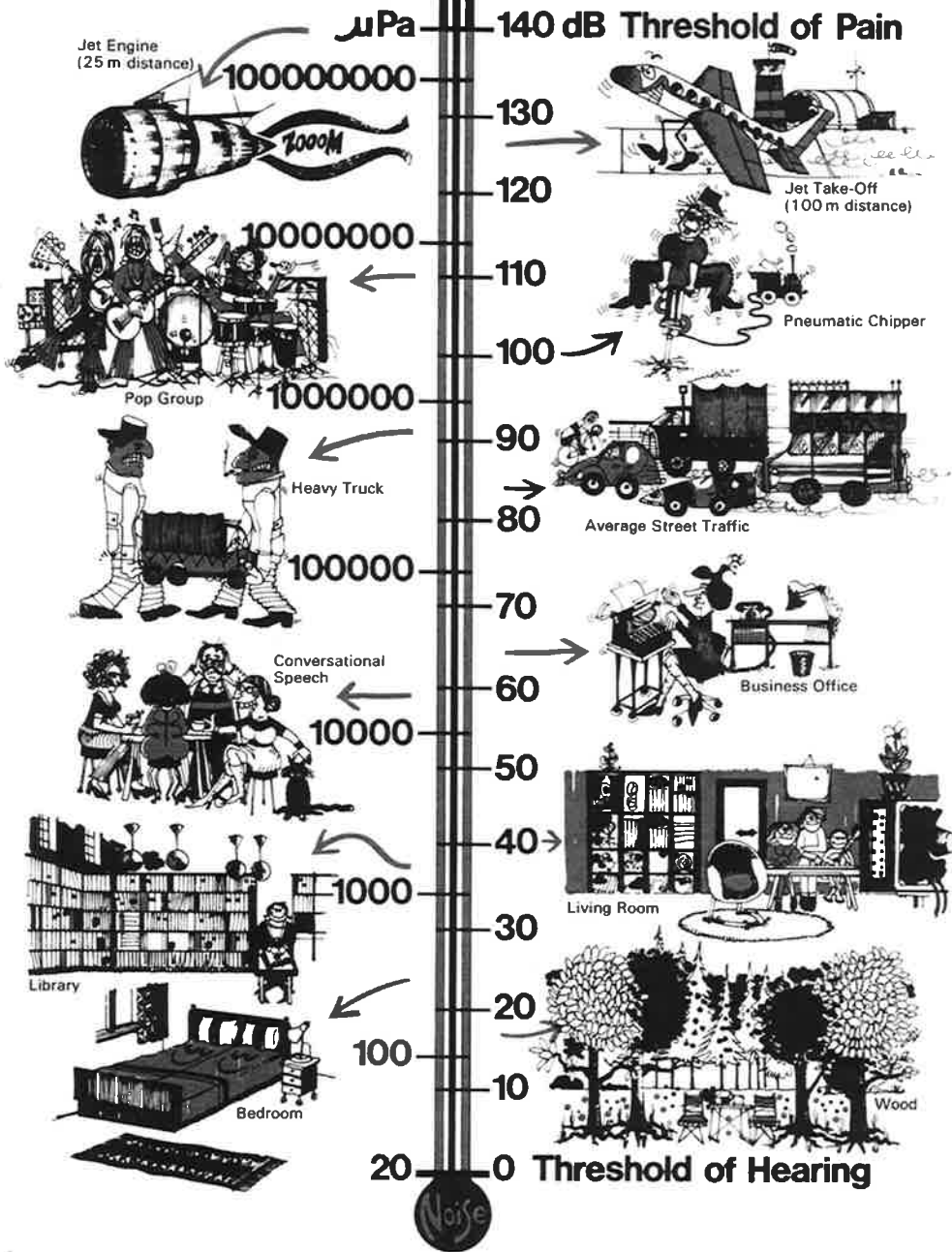
## Amplitude

- Amplitude quantified in decibels (dB) as a ratio of air pressure to reference pressure

$$dB = 20 \log \left( \frac{p}{20 \times 10^{-6}} \right) \text{ where } p \text{ is pressure in Pascals}$$

- Logarithmic scale used because humans can hear sounds over a very large pressure range
- Threshold of hearing – 20  $\mu$ Pa (0 dB)
- Threshold of pain – 200,000,000  $\mu$ Pa (140 db)

# Sound Pressure      Sound Pressure Level



# Quantifying Sound Amplitude

- With log scale used to quantify sound, dB addition is not linear, in other words  $(1+1 \neq 2)$

$L_A$ (dB)	$L_B$ (dB)	$L_A + L_B$ (dB)
60	60	63
	57	62
	55	61
	50	60

# Quantifying Sound

## Amplitude

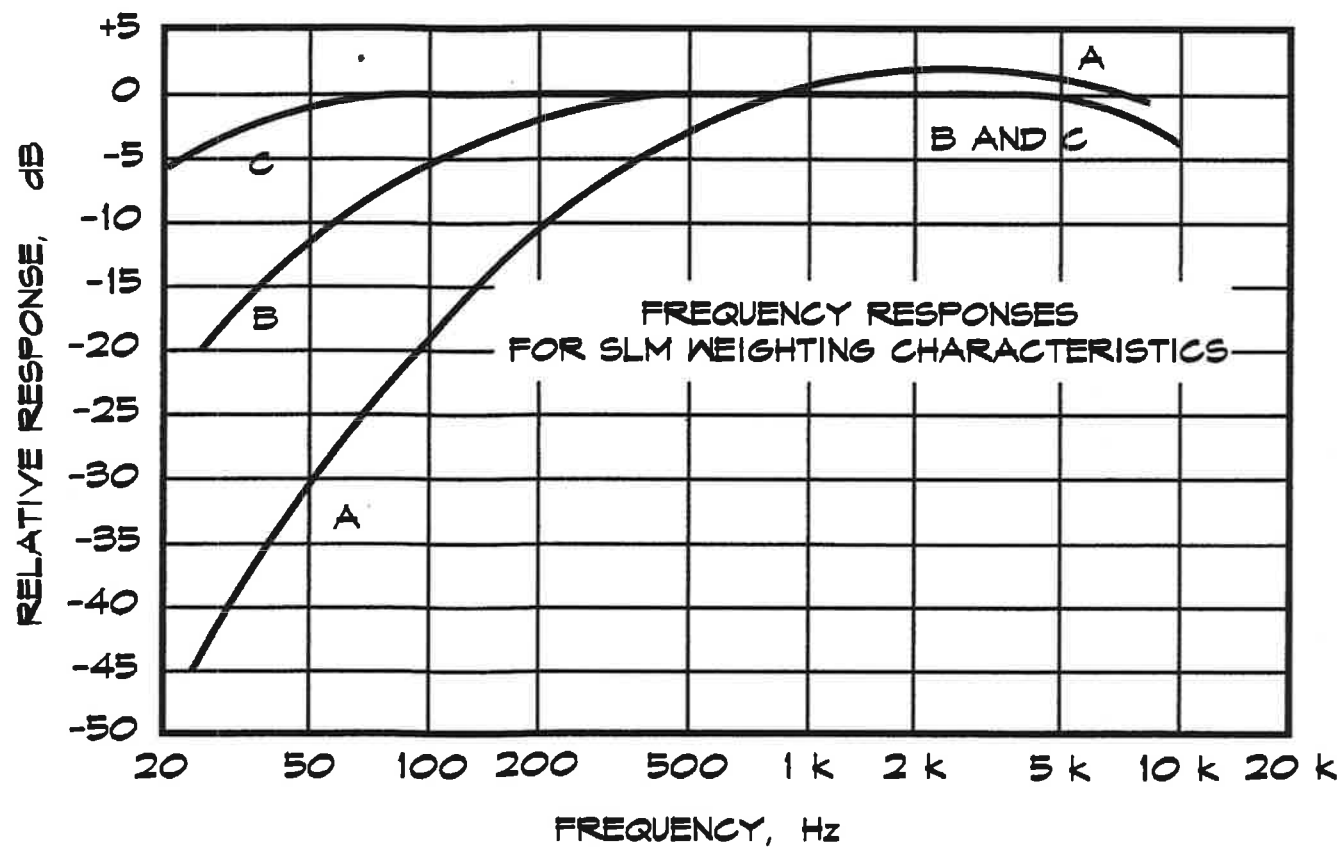
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- Sound amplitude often given as a single number
- Frequency content of sound can affect single number value
  - A-weighting—loosely based on 40 phon equal noise contour (quiet sound response)
  - C-weighting—loosely based on 80 phon equal noise contour (loud sound response)



# Quantifying Sound Amplitude

## ■ Frequency weightings used



# Quantifying Sound

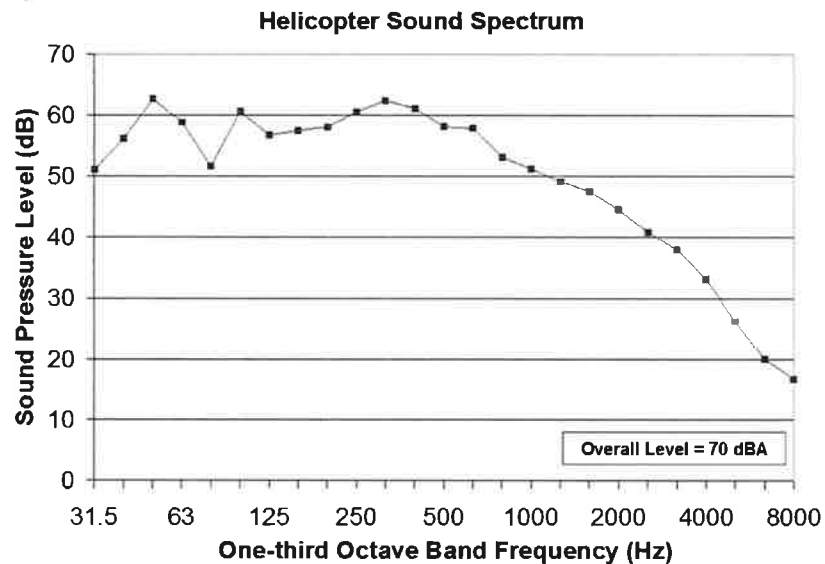
## Frequency Content

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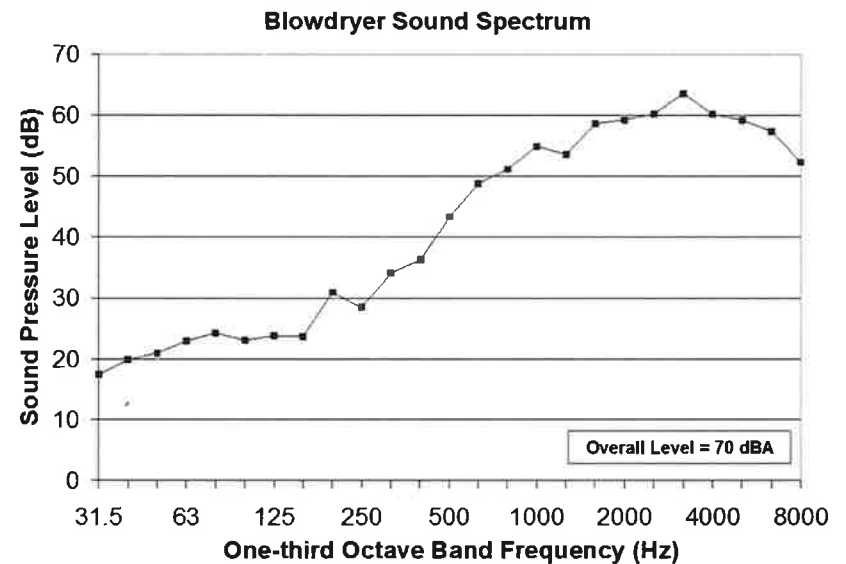
- Frequency content of sound can also be used to quantify sound
- Octave and 1/3 octave bands most commonly used in quantifying sound
  - Provides information about frequencies that dominate overall single-value sound level
  - Can indicate if tones are present
  - Employed in some regulations (such as DEQ)

# Quantifying Sound Frequency Content

- Example of sounds with equal overall sound levels but different frequency content



Low Frequency -- Helicopter



High Frequency -- Blowdryer



# Quantifying Sound Exposure Factor

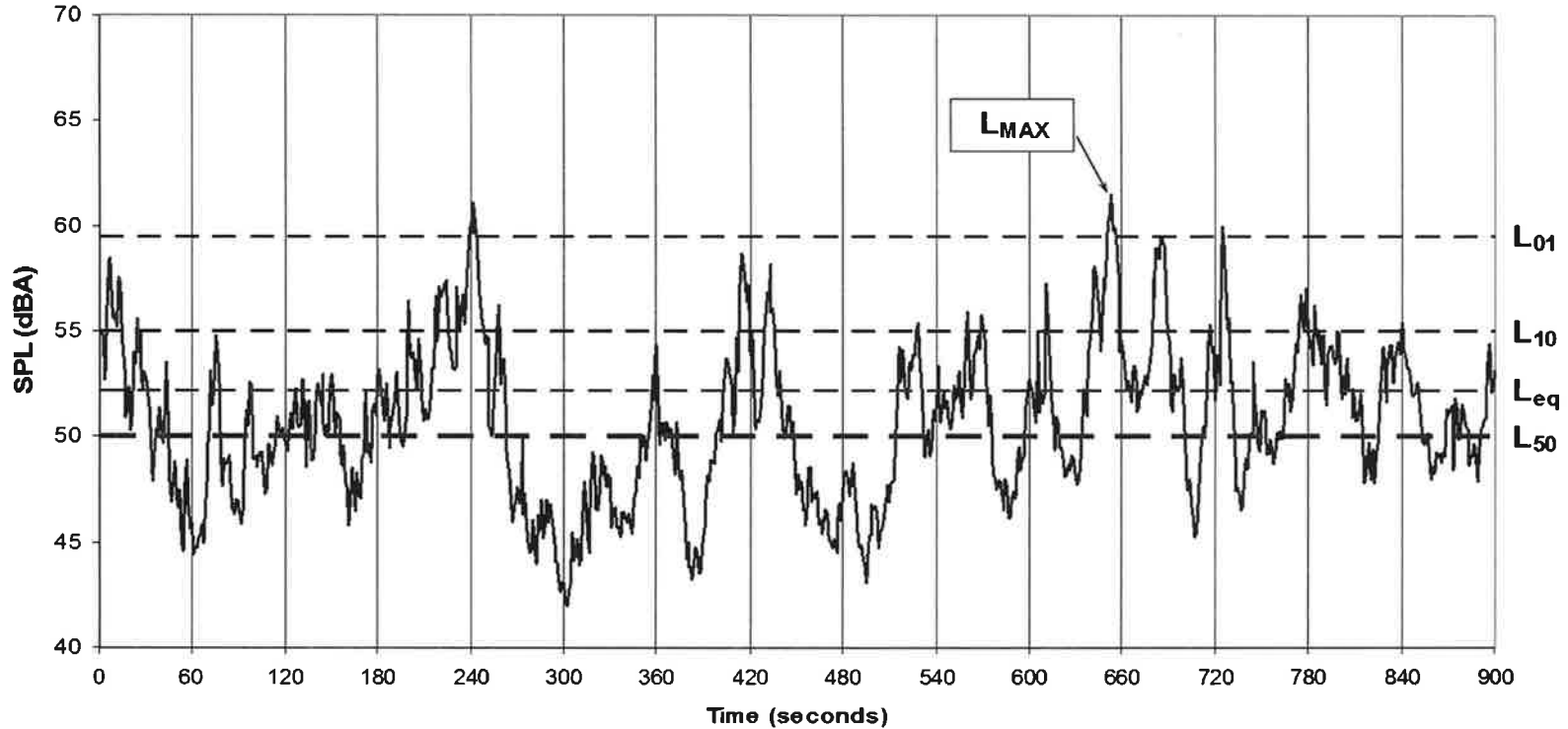
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- $L_{eq}$  – equivalent sound level
  - Steady sound level that has the same energy as the measured (fluctuating) sound during measurement period
- $L_{dn}$  – day-night sound level
  - Logarithmic average of hourly  $L_{eq}$  levels
  - Add 10 dB to 10pm-7am measurements
- $L_{pk}$  – peak sound level
  - Maximum instantaneous value of sound

# Quantifying Sound Exposure Factor

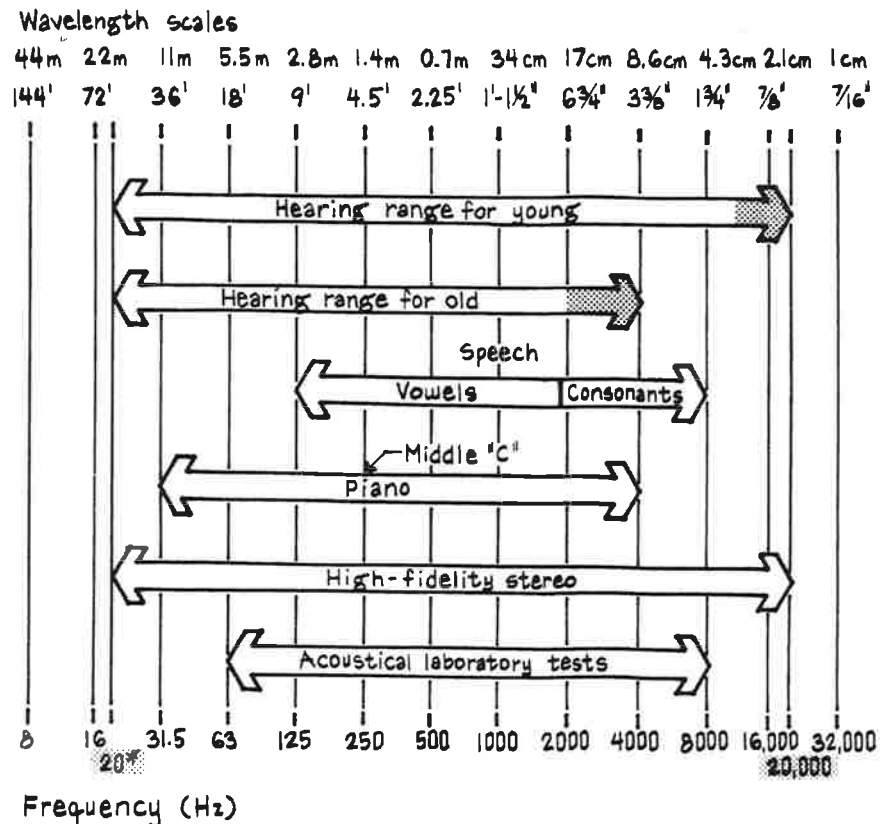
- $L_{nn}$  – statistical sound level
  - Level of sound exceeded  $nn\%$  of time
  - Example: Hourly  $L_{10}=60$  dBA means measured sound was at or above 60 dBA for 10% of the hour (6 minutes)
- $L_{\max}$  – maximum sound level measured using meter time weighting ( $L_{f\max}$ ,  $L_{s\max}$ )

# Quantifying Sound Exposure Factor



# Human Perception

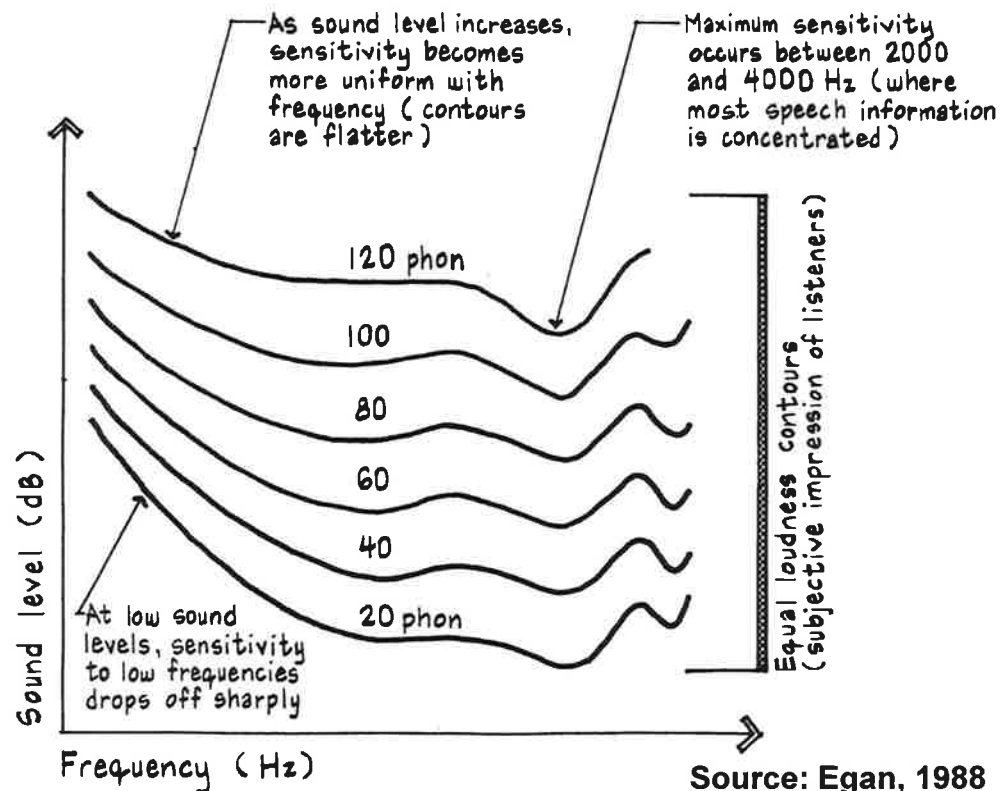
## ■ Frequency range of hearing



\*Vibrations below 20 Hz are *not* audible, but can be felt. Source: Egan, 1988

# Human Perception

- Frequency response of human ear depends on amplitude



Source: Egan, 1988



# Human Perception

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- Loudness level
  - Very complex for sounds other than pure tones
  - Several schemes for computing, but are not typically used due to complexity
- Noisiness
  - Perception of relative annoyance of sounds
  - Affected by several factors that do not influence overall loudness

# Human Perception

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- Factors that affect both loudness and noisiness
  - Sound spectrum
  - Sound level
- Factors that affect noisiness but not loudness
  - Spectrum complexity (narrowband or pure tones)
  - Duration of sound
  - Duration of increase in level prior to max level
  - Impulsive sounds, increase in level in a 0.5 second interval

# Human Perception

## Change in sound level    Change in apparent loudness

1 dB

Imperceptible (except for tones)

3 dB

Just barely perceptible

6 dB

Clearly noticeable

10 dB

About twice (or  $\frac{1}{2}$ ) as loud

20 dB

About 4 times (or  $\frac{1}{4}$ ) as loud



Original sound



3dB louder



10dB louder



# Human Perception

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- Ambient sound can mask other sounds, making them inaudible
- Rural areas—typical ambient sound of 20-30 dBA (very little masking)
- Urban areas—typical ambient sound of 35-45 dBA (more masking)

# Outdoor Sound Propagation

- Basic sound propagation equation (ISO 9613-2)

$$L_p = L_w + D_C - A_{div} - A_{atm} - A_{gr} - A_{bar} - A_{misc}$$

$L_p$  = sound pressure

$L_w$  = sound power of source

$D_C$  = directivity correction

$A_{div}$  = Attn from divergence

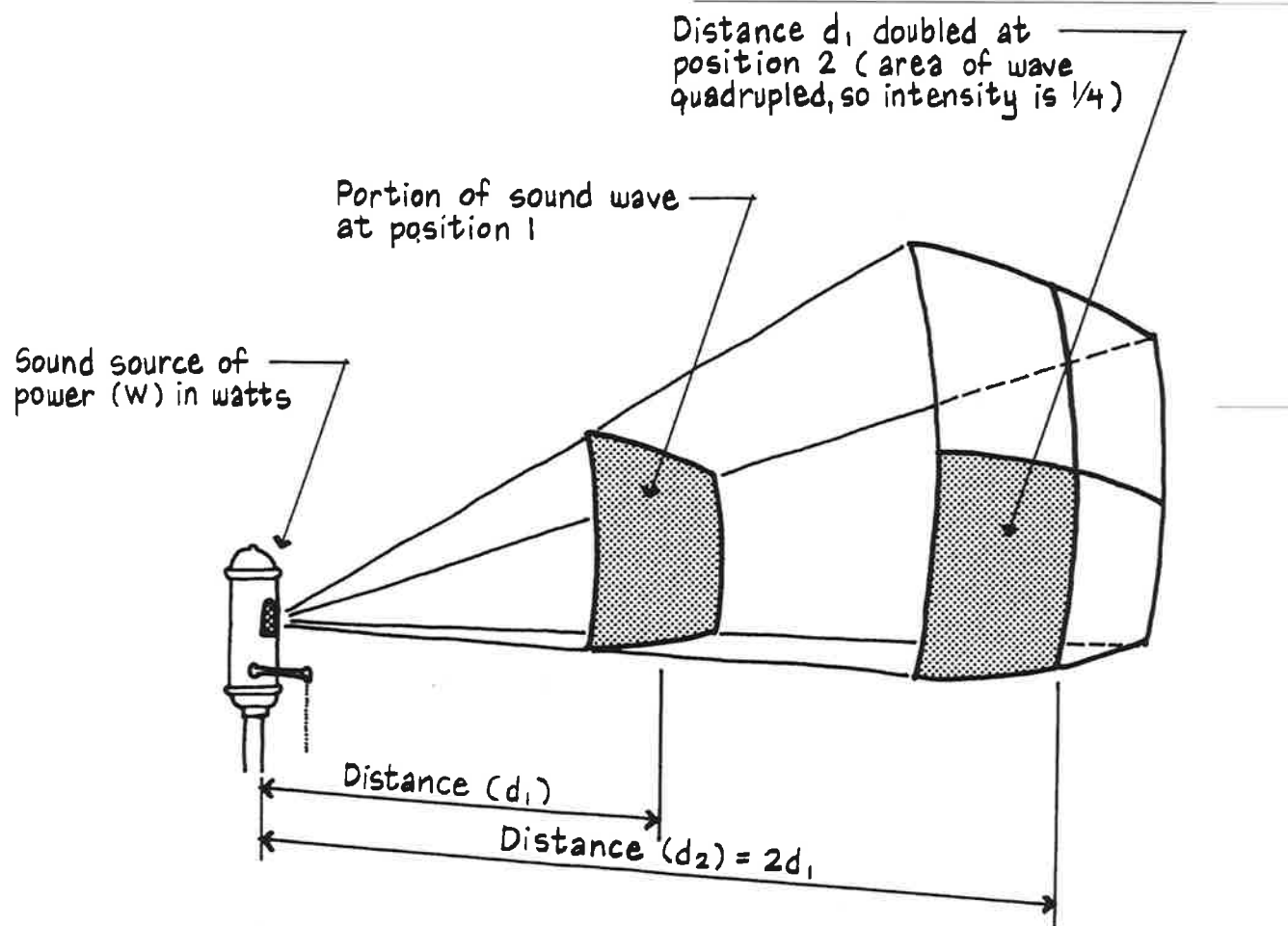
$A_{atm}$  = atmospheric attn

$A_{gr}$  = ground attn

$A_{bar}$  = barrier attn

$A_{misc}$  = attn from misc effects (foliage, etc.)

# Outdoor Sound Propagation Divergence (Spreading)



# Outdoor Sound Propagation Divergence (Spreading)

- For spherical spreading of a point source, sound pressure decreases by 6dB every time distance is doubled

$$L_{p(receiver)} = L_{p(ref)} - 20 \log \left( \frac{d_{receiver}}{d_{ref}} \right)$$

- For a line source (such as a roadway), sound pressure decreases by 3dB every time distance is doubled

$$L_{p(receiver)} = L_{p(ref)} - 10 \log \left( \frac{d_{receiver}}{d_{ref}} \right)$$

# Outdoor Sound Propagation

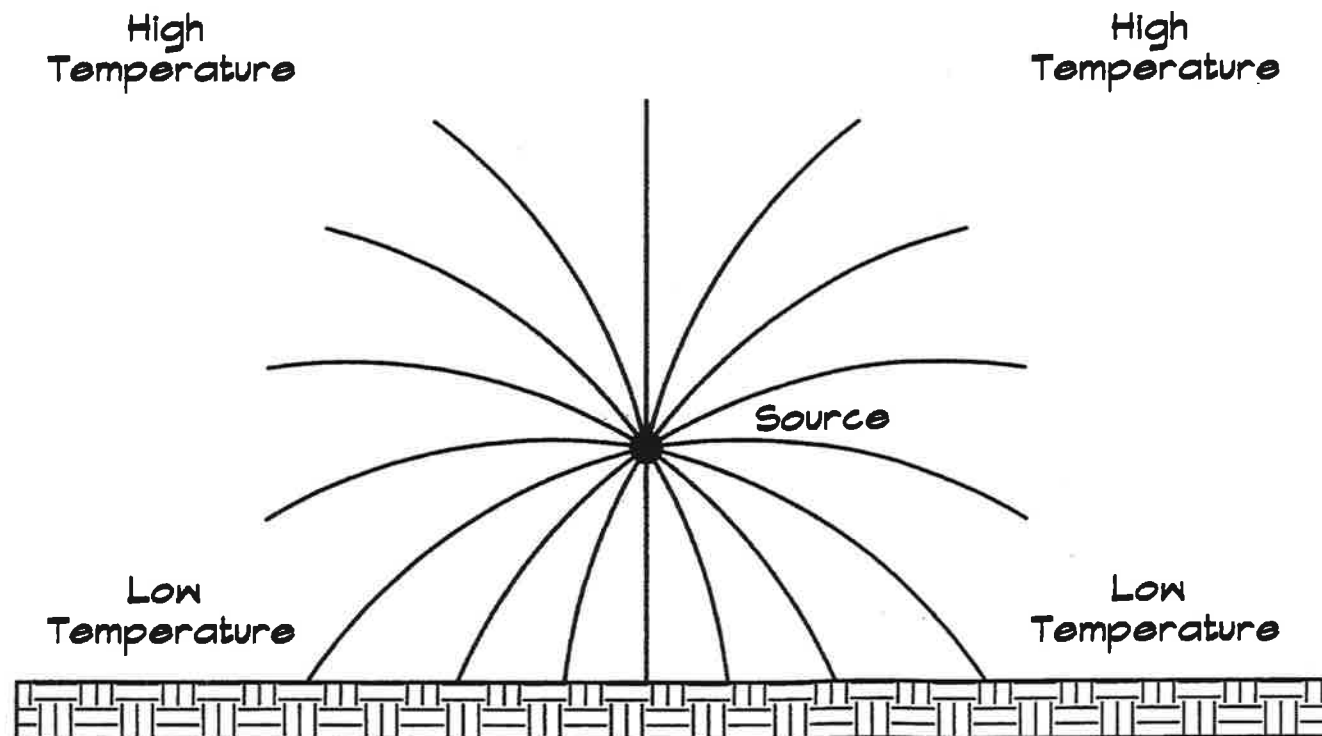
## Atmospheric Effects

- Atmospheric attenuation
  - Frequency
    - High frequencies absorbed more than low frequencies
  - Temperature
    - Generally, more absorption at high temperatures
  - Humidity
    - Generally, more absorption at low humidity levels
- Measurements made at low temperature and high humidity are typically conservative
- Noise complaints may increase in winter due to decreased atmospheric attenuation

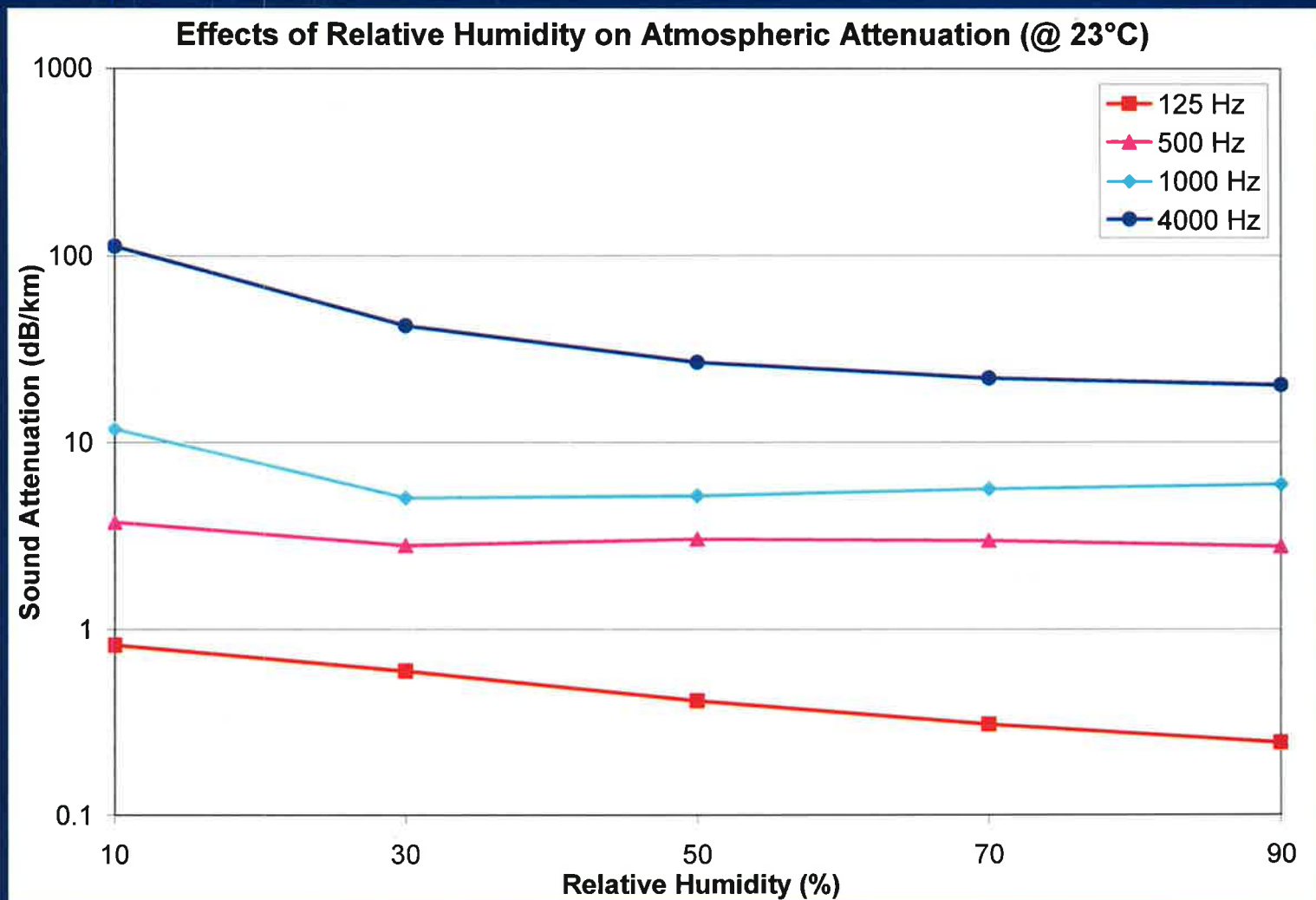


# Outdoor Sound Propagation Temperature Gradient

- Temperature inversions can bend sound back to the ground



# Outdoor Sound Propagation Atmospheric Effects – RH



# Outdoor Sound Propagation

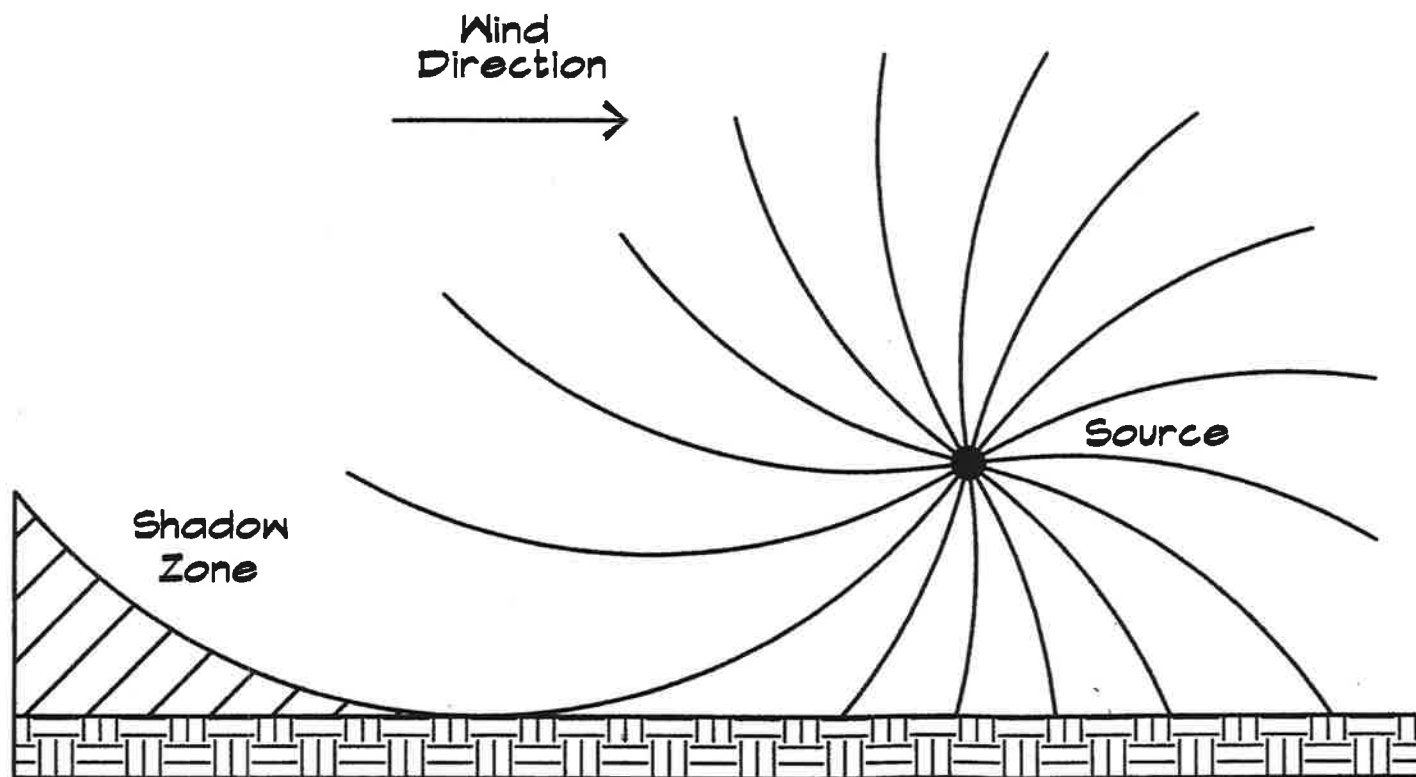
## Atmospheric Effects — Wind

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- Wind gradients can bend sound waves
- Downwind—sound is bent back down to the ground, increasing received sound level
- Upwind—sound is bent up into the atmosphere, decreasing received sound level

# Outdoor Sound Propagation Atmospheric Effects — Wind

- Bending of sound due to wind gradient



Source: Long, 2006

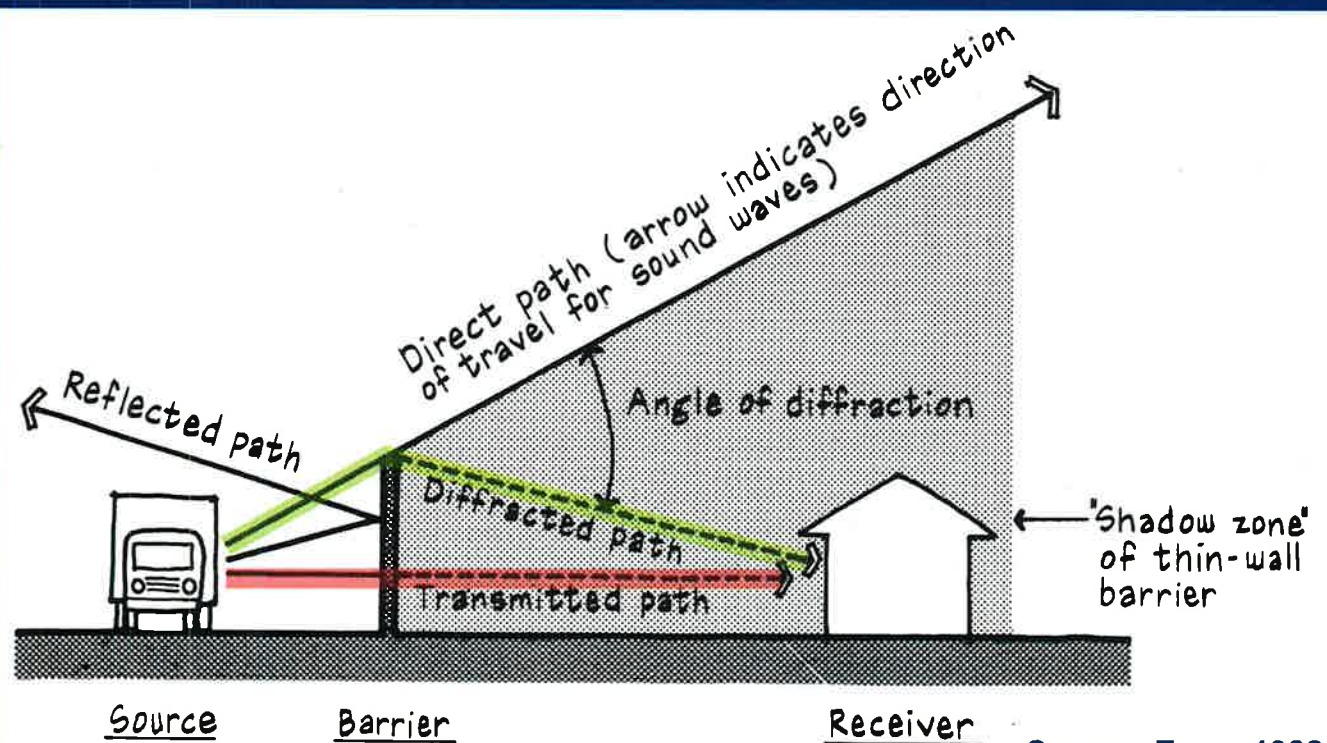
# Attenuation from Barriers

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- Barrier must break line-of-sight to be effective
- Locate as close as possible to source or receiver
- Material should be solid ( $>4$  lb/ft<sup>2</sup>) and airtight
- Barriers generally provide between 6-25 dB attenuation

# Attenuation from Barriers

- Attenuation dependent on difference between direct and diffracted path lengths



Source: Egan, 1988

# Ground Attenuation and Grazing

- |   |                  |                   |
|---|------------------|-------------------|
| ■ Ground attenuation depends on whether ground is hard or soft                                  | Hard Ground      | Soft Ground       |
| ■ Hard ground—reflections from ground amplify sound   | -Concrete        | -Grass            |
| ■ Soft ground—reflections from ground are absorbed or reflected out of phase, attenuating sound | -Asphalt         | -Plowed Earth     |
|   | -Water           | -Dense Vegetation |
|   | -Ice             | -Soft Snow        |
|   | -Rock            |                   |
|   | -Compacted Earth |                   |

# Attenuation from Foliage

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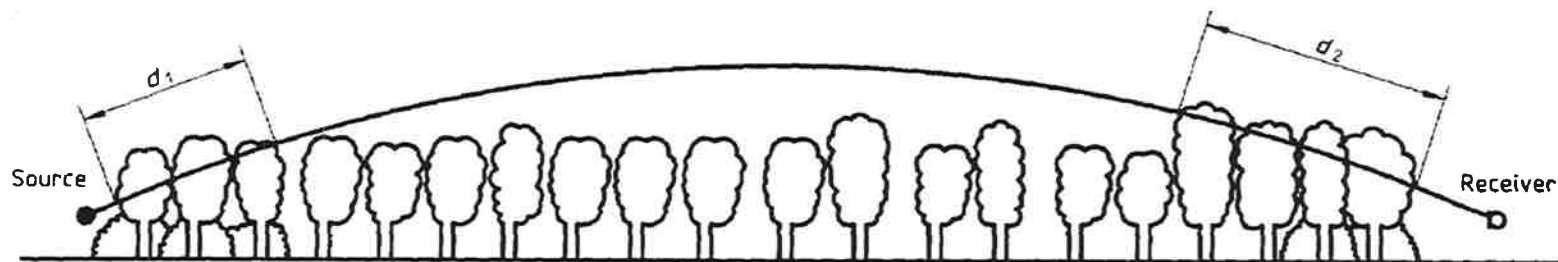
- Typically foliage doesn't provide much attenuation ( $\sim 1-3$  dB per 100 ft of trees)
- Stands of trees need to be very dense and deep to be effective (no visible line of sight)
- More effective at high frequencies than low frequencies
- Foliage can also act to reflect sound back to receiver location



# Attenuation from Foliage

## ISO 9613-2 Calculation Method

- Only beginning and end portion of trees may be considered in sound path
- Path radius of 5 km used
- Maximum path in trees = 200m



NOTE —  $d_t = d_1 + d_2$

For calculating  $d_1$  and  $d_2$ , the curved path radius may be assumed to be 5 km.

Source: ISO 9613-2

# Wind Turbine Noise Prediction

---

- Reliable software programs available that can be used to predict WT noise
  - SoundPLAN, CadnaA
- Reliable programs include ISO 9613 prediction protocols
- Other programs developed by WT manufacturers seem to not be as reliable in predicting WT noise

# Wind Turbine Noise Prediction

INTERNATIONAL  
STANDARD

ISO  
9613-2

First  
edition  
1996-12-15

Acoustics — Attenuation of sound during  
propagation outdoors —

Part 2:  
General method of calculation

Acoustique — Atténuation du son lors de sa propagation à l'air libre —  
Partie 2: Méthode générale de calcul



ISO9613-2:199

Reference number



# Wind Turbine Noise Prediction

- Basic sound propagation equation (ISO 9613-2)

$$L_p = L_w + D_C - A_{div} - A_{atm} - A_{gr} - A_{bar} - A_{misc}$$

$L_p$  = sound pressure

$L_w$  = sound power of source

$D_C$  = directivity correction

$A_{div}$  = Attn from divergence

$A_{atm}$  = atmospheric attn

$A_{gr}$  = ground attn

$A_{bar}$  = barrier attn

$A_{misc}$  = attn from misc effects (foliage, etc.)

# Wind Turbine Noise Prediction

---

- ISO 9613 has two methods to determine effects of ground attenuation
  - General method of calculation
  - Alternative method of calculation
- Using alternative method to calculate ground attenuation has been found to predict wind turbine noise levels closer to those measured in the field

# Wind Turbine Noise Prediction

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- ISO 9613 says it is not intended to predict noise radiating from aircraft in flight (basically due to the fact the source is located well above the ground)
- Wind turbines are elevated noise sources located well above the ground
- It stands to reason there would be less ground attenuation between wind turbines and receiver than would be found with a source located near the ground

# Wind Turbine Noise Prediction

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- Oregon Department of Energy required wind energy facility applicants to make predictions using ISO 9613 alternative ground attenuation calculation method

# Oregon Noise Regulations

## DEQ Wind Farm Regulation

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- Cannot increase ambient hourly  $L_{10}$  or  $L_{50}$  sound levels by more than 10dB
- Ambient sound levels can be measured or can be assumed to be 26 dBA
- Limits apply between turbine cut-in wind speed and wind speed at which maximum sound power occurs
- Property owners may agree to waive the standard, allowing more than 10 dB increase
- Maximum allowable rule still applies regardless of waivers



# Oregon Noise Regulations

## DEQ Maximum Allowable Rule

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Statistical Level	Noise Sensitive Properties		Quiet Areas	
	7am – 10pm	10pm – 7am	7am – 10pm	10pm – 7am
L <sub>50</sub>	55	50	50	45
L <sub>10</sub>	60	55	55	50
L <sub>90</sub>	75	60	60	55

# Oregon Noise Regulations

## Community Reaction to WT Noise

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- When DEQ regulations are met, complaints from the community are typically minimal
- Many factors affect community response other than level, duration and time of day
  - Relations with community
  - Perceived benefit of noise source
  - Seasonal noise (winter only—>windows closed)
- Only a small fraction of people highly annoyed by noise actually file complaints

# Oregon Noise Regulations

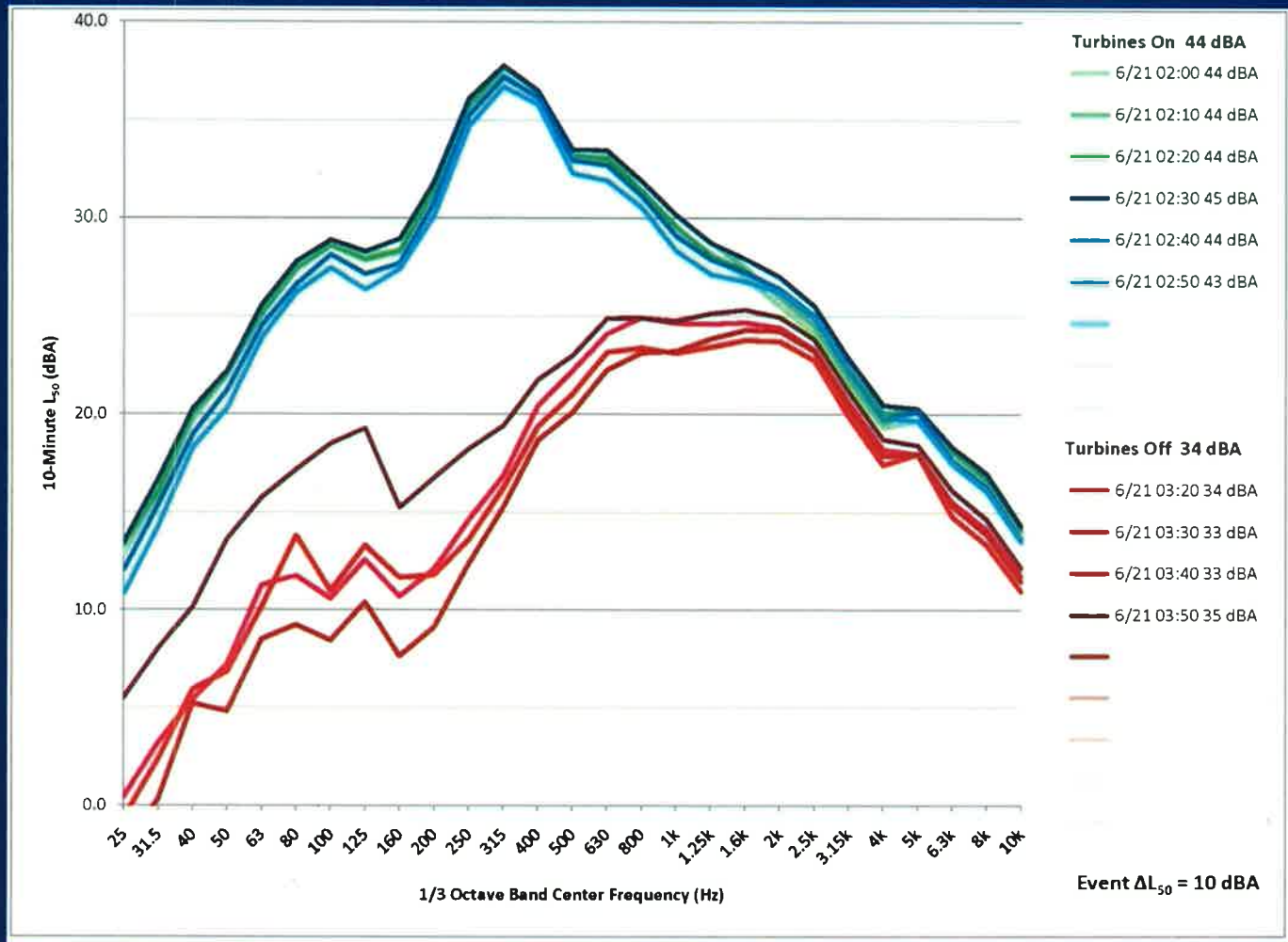
## Community Reaction to WT Noise

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- When community has reacted negatively to WT noise, it is often associated with low background noise
- DEQ “ambient degradation rule” helps protect from having the condition where WT noise is significantly above background noise

# Oregon Noise Regulations

## Community Reaction to WT Noise



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# ■ Questions & Discussion



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

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

Oregon Department of Veterans Affairs Quarterly Activity Report

**2. FISCAL IMPACT:**

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

Discussion only

Attach additional background documentation as needed.

## COUNTY VETERANS' SERVICES PROGRAM QUARTERLY REPORT OF ACTIVITIES

**Important Submission Instructions**

ODVA Form VS0914 COUNTY VETERANS' SERVICES PROGRAM QUARTERLY REPORT OF ACTIVITIES is used to report the work load and outreach for a county's veterans' services program each quarter. Please submit, along with your report of expenditures, to the address below, fax to 1-503-373-2393, or email to: [CVSO-NSOFunding@ODVA.state.or.us](mailto:CVSO-NSOFunding@ODVA.state.or.us)

**Reports are due NO LATER THAN the last working day of the month following the end of the fiscal quarter.**

Submit to: Oregon Department of Veterans' Affairs Statewide Veteran Services 700 Summer Street NE Salem, Oregon 97301-1285	<input type="checkbox"/> 1 <sup>st</sup> Quarter (July, August, September) <input checked="" type="checkbox"/> 2 <sup>nd</sup> Quarter (October, November, December) <input type="checkbox"/> 3 <sup>rd</sup> Quarter (January, February, March) <input type="checkbox"/> 4 <sup>th</sup> Quarter (April, May, June)
Name of County	Fiscal Year
Morrow	2018 - 2019

### INTERVIEW PROCESS

Interviews are face-to-face interactions with a veteran and/or family member, either in the office or out of the office. These are not requests for information handled by a receptionist or casual conversations held at an outreach event. Enough information must be gathered to document the interaction into VetraSpec.

Total In-Office Interviews	Total Out-of-Office Interviews	Total Interviews for Quarter
43	2	45

### CLAIMS/APPEALS/BENEFIT AWARDS

**Claims information is gathered from VetraSpec reports only, for clients under ODVA Power of Attorney.**

Original USDVA Form 526, 527, or 534 filed this quarter:	13
All other new claims filed this quarter	2
Original USDVA Form 1010EZ filed this quarter:	6
NODs/VA Form 9s filed this quarter:	0
Total Recoveries for Quarter	\$ 34,064.91 retro only

### OUTREACH CONDUCTED

Outreach events are outside normal locations. Time spent in a scheduled satellite office is not counted as outreach. Outreach must be to more than one person. No matter the number of VSOs present, one location equals one event. A home visit is not outreach; it is an out-of-office interview.

The goal of outreach is an eventual increase in subsequent interviews, claims filed, and benefits awarded, as well as connecting that veteran or family member with other beneficial programs in your county.

Location of Event	Other Departments/services Attending	Approximate Number of People Attending
Boardman, Sage Center	Employers, Morrow Co VSO	100+
Irrigon, Library meeting room	WWVAMC & ODVA leadership	17
Irrigon	Morrow Co VSO	10
Boardman, Sage Center	Morrow Co VSO, Navy Band	60
Pendleton, Sisters Cafe	Umatilla Co Com, DVS, Morrow Co.VSO	100+



## COUNTY VETERANS' SERVICES PROGRAM QUARTERLY REPORT OF ACTIVITIES

OUTREACH CONDUCTED (continued)		
Location of Event	Other Departments/services Attending	Approximate Number of People Attending
Boardman, Port of Morrow Conf. Ctr	DVS, CCS, WWVAMC, Sr Center, Ministe	20
Boardman	Morrow Co VSO	11
Boardman	Morrow Co VSO	14
Hermiston	Umatilla Morrow Co VSOs	4

Please list below any non-veteran specific meetings attended. These meetings serve to get veteran information in more subtle ways to other county offices, as well as assist the VSO to become familiar with services available outside the USDVA. Examples are Rotary Club, Lions Club, Elks Club, or County Transportation Boards.

GSH Healthy Communities, & Sr Coalition. LCAC, LPSCC- attended by community partners

Home for Hope- atended by community partners including CAPECO, DHS, Umatilla Co VSO

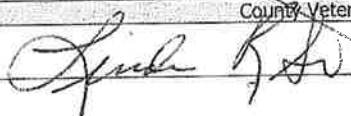
Please list below any Conferences or Training events attended.

Statewide Fall Conference

WWVAMC, VSO & Legislative meeting

### CERTIFICATION AND SIGNATURE

This report is submitted to qualify for funds available from the Oregon Department of Veterans' Affairs and is certified to be true and correct to the best of my knowledge and belief.

County Veterans' Service Officer Signature	Date Signed
	1/14/2019