

MORROW COUNTY BOARD OF COMMISSIONERS MEETING AGENDA
Wednesday, June 26, 2019 at 9:00 a.m.
Morrow/Grant County Off-Highway Vehicle Park
71000 East of Morphine Lane (33 miles southwest of Heppner on Highway 207)

- 1. Call to Order and Pledge of Allegiance - 9:00 a.m.**
- 2. City/Citizen Comments:** Individuals may address the Board on issues not on the agenda
- 3. Open Agenda:** The Board may introduce subjects not already on the agenda
- 4. Consent Calendar**
 - a. Accounts Payable dated June 27th; Manual Check, June 20th, \$140,664.50; Void Check, June 18th, \$744
 - b. Contract with Cartello Construction, Inc., for Willow Creek Road Signing Project
 - c. Oregon Department of Transportation, Rail & Public Transit Division, Intergovernmental Agreement #33587
 - d. 2019-2021 Intergovernmental Agreement #159824 for the Financing of Public Health Services
 - e. Timpy/Grigsby Subdivision Replat, Irrigon
 - f. Barnett & Moro Audit Engagement Letter
 - g. SAIF & CIS Insurance Payments
 - h. R-2019-16: In the Matter of Support for New Local Workforce Development Area for Morrow and Umatilla Counties
- 5. Legislative Updates**
- 6. Business Items**
 - a. Irrigon Building Update (Darrell Green, Administrator)
 - b. Order No. OR-2019-10, Authorizing Treasurer to Invest Funds (Darrell Green; Gayle Gutierrez, Treasurer)
 - c. Ellis Integrated Vegetation Management Project Update (Carla McLane, Planning Director; Brandon Houck, Heppner District Ranger, U.S. Forest Service)
 - d. Community Wildfire Protection Plan – Discussion concerning adoption process (Carla McLane)
 - e. Updates: Interchange Area Management Plan and Transportation System Plan (Carla McLane; Matt Scrivner, Public Works Director)
 - f. Updated Travel Policy (Darrell Green, Administrator)
 - g. R-2019-15 Year-End Budget Resolution (Kate Knop, Finance Director)
 - h. Intergovernmental Agreement with Community Counseling Solutions (Darrell Green; Kate Knop)
- 7. Department Reports**
 - a. Road Department Monthly Report (Matt Scrivner)
 - b. Parks Department Update (Greg Close, Parks General Manager)
- 8. Correspondence**
- 9. Commissioner Reports**
- 10. Signing of documents**
- 11. Adjournment**

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

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

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



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

(For BOC Use)
 Item #
4b

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

Staff Contact: Matt Scrivner
 Department: Morrow County Road Dept.
 Short Title of Agenda Item: **CONTRACT Willow Creek Road Signing Project**
 (No acronyms please)

Phone Number (Ext): 541-989-9500
 Requested Agenda Date: 06/26/2019



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: **Cartello Construction, Inc.**
 Contractor/Entity Address: **PO Box 2405, Oregon City, OR 97045**
 Effective Dates – From: **June 12, 2019** Through: **September 30, 2019**
 Total Contract Amount: **55,389.00** Budget Line: **202.220.5.20.3119**
 Does the contract amount exceed \$5,000? Yes No

Reviewed By:

	<u>6/19/19</u> DATE	Department Head	Required for all BOC meetings
	<u>6/24/19</u> DATE	Admin. Officer/BOC Office	Required for all BOC meetings
<u>Email</u>	<u>6/15/19</u> DATE	County Counsel	*Required for all legal documents
<u>Email</u>	<u>5/19/19</u> DATE	Finance Office	*Required for all contracts; other items as appropriate.
_____	_____	Human Resources	*If appropriate

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

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

AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

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

State Funded (ARTS) All Roads Transportation Safety Program is designed to address safety needs on all public roads in Oregon. Only by collaborating with local road jurisdictions can the Oregon Department of Transportation. This is to Increase awareness of safety on all roads. Promote best practices for infrastructure safety. Compliment behavioral safety efforts. Focus limited resources to reduce fatal and serious injury crashes in the state of Oregon.

Morrow County's Willow Creek road had qualified for the safety improvements program and funding. This funding will bring the County \$136,485.60 of which Morrow County will have engineering and staking of signage to be placed. The BOC had signed the agreement with ODOT on January 9, 2019 and we had solicited for contractors to complete the project. On May 9, 2019 a bid opening had taken place and three contractors had bid the project. After review, Public Works approves and accepts the bid from Cartello Construction, Inc.

On June 05,2019 This was awarded that Cartello Constuction, Inc. by the BOC.

2. FISCAL IMPACT:

This is for the Fiscal year 2019/2020 and is a revenue of 136,485.60 which will go in GL/ code 202.220.3.80.7075 and the expenditure line used will be 202.220.5.20.3440

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

Motion is to move to sign the contract between Cartello Constuction, Inc. and Morrow County in the amount of \$55,389.00.

Attach additional background documentation as needed.

Sandra Pointer

From: Kate Knop
Sent: Wednesday, May 29, 2019 8:20 AM
To: Sandra Pointer; Justin Nelson; Richard Tovey
Cc: Matt Scrivner; Roberta Lutcher; Darrell Green
Subject: RE: AWARD - Willow Creek Signing project

I approve with the changes.

Kate Knop

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



From: Sandra Pointer
Sent: Tuesday, May 28, 2019 4:59 PM
To: Kate Knop <kknop@co.morrow.or.us>; Justin Nelson <jnelson@co.morrow.or.us>; Richard Tovey <rtovey@co.morrow.or.us>
Cc: Matt Scrivner <mscrivner@co.morrow.or.us>; Roberta Lutcher <rlutcher@co.morrow.or.us>; Darrell Green <dgreen@co.morrow.or.us>
Subject: RE: AWARD - Willow Creek Signing project

Kate

As we discussed this will be 202.220.5.20.3440 I had put the wrong budget line in the agenda coversheet. I will make the changes and as we talked, this will be likely in the 2019/20120 budget year.

Morrow County Public Works

Sandi Pointer
Management Assistant
365 W. Hwy 74, P.O. Box 428
Lexington, OR. 97839
541-240-1761 Cell Phone
541-989-8166 Office
541-989-8352 Fax
spointer@co.morrow.or.us
Road,Airport,Waste Management,Parks and General Maintenance

From: Kate Knop
Sent: Thursday, May 23, 2019 5:29 PM
To: Sandra Pointer <spointer@co.morrow.or.us>; Justin Nelson <jnelson@co.morrow.or.us>; Richard Tovey <rtovey@co.morrow.or.us>
Cc: Matt Scrivner <mscrivner@co.morrow.or.us>; Roberta Lutcher <rlutcher@co.morrow.or.us>; Darrell Green <dgreen@co.morrow.or.us>
Subject: RE: AWARD - Willow Creek Signing project

Hi Sandi,

Just a quick question on this project. I see the budgeted revenue coming in but wonder about the expenditures. Is this a new capital project? Also, it is coded to "Contract Truck & Equipment"? Curious if this is an error?

202-220-5-20-2539	SIGN MATERIALS & SUPPL	15,000.00	0.00	14,009.31	990.69	9
202-220-5-20-3119	CONTRACT TRUCK & EQUIP	80,000.00	0.00	1,867.75	78,132.25	9
202-220-5-20-3120	ENGINEERING & SURVEYIN	50,000.00	0.00	46,032.52	3,967.48	9
202-220-5-20-3140	MISC PROFESSIONAL SERV	20,000.00	108.16	9,305.09	10,694.91	4
202-220-5-20-3210	PUBLISHING	6,000.00	0.00	4,904.37	1,095.63	8

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



From: Sandra Pointer
Sent: Thursday, May 16, 2019 4:11 PM
To: Justin Nelson <jnelson@co.morrow.or.us>; Richard Tovey <rtovey@co.morrow.or.us>; Kate Knop <kknop@co.morrow.or.us>
Cc: Matt Scrivner <mscrivner@co.morrow.or.us>; Roberta Lutcher <rlutcher@co.morrow.or.us>; Darrell Green <dgreen@co.morrow.or.us>
Subject: AWARD - Willow Creek Signing project

Justin, Richard and Kate,

I am submitting this for an agenda June 5th if possible. It is for the AWARD for a contractor on a sign project for some safety sign improvements.

Sandra Pointer

From: Richard Tovey
Sent: Wednesday, June 05, 2019 10:01 AM
To: Sandra Pointer; Justin Nelson; Kate Knop
Cc: Matt Scrivner
Subject: RE: Emailing: WILLOW CREEK SIGNING PROJECT CONSTRUCTION CONTRACT-Special.pdf

Sandi-

I have reviewed the documents and contract and have no issues with the form or content. I have no issues with it being presented to the BoC for review.

Thanks-

Rich

Richard S. Tovey
Deputy District Attorney/County Counsel
Morrow County District Attorney's Office P.O. Box 664 Heppner, OR 97836
(541) 676-5626

-----Original Message-----

From: Sandra Pointer
Sent: Wednesday, June 5, 2019 7:39 AM
To: Justin Nelson <jnelson@co.morrow.or.us>; Richard Tovey <rtovey@co.morrow.or.us>; Kate Knop <kknop@co.morrow.or.us>
Cc: Matt Scrivner <mscrivner@co.morrow.or.us>
Subject: Emailing: WILLOW CREEK SIGNING PROJECT CONSTRUCTION CONTRACT-Special.pdf

Hello,

I am again staying ahead of the game. This is from the Safety Improvements with State funded dollars. Attached is all supporting to help guide you.

Morrow County Public Works
Sandi Pointer
Management Assistant
365 W. Hwy 74, P.O. Box 428
Lexington, OR. 97839
541-240-1761 Cell Phone
541-989-8166 Office
541-989-8352 Fax
spointer@co.morrow.or.us
Road, Airport, Waste Management, Parks and General Maintenance
Visit us on the web www.co.morrow.or.us

10/15

Sandra Pointer

From: Justin Nelson
Sent: Thursday, June 13, 2019 3:04 PM
To: Sandra Pointer; Richard Tovey; Kate Knop
Cc: Darrell Green; Roberta Lutcher; Matt Scrivner
Subject: RE: Contract signing for Willow Creek Signing project
Attachments: agenda packet total for willow creek signing project.pdf

The contract looks fine to me. I did notice that Commissioner Russell is noted as the Chair- so one of the BoC may cross out the titles, but since it has already been signed and sent back to us, I don't believe there is a need to amend and have everyone resign.

-Justin

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

From: Sandra Pointer
Sent: Wednesday, June 12, 2019 4:02 PM
To: Justin Nelson <jnelson@co.morrow.or.us>; Richard Tovey <rtovey@co.morrow.or.us>; Kate Knop <kknop@co.morrow.or.us>
Cc: Darrell Green <dgreen@co.morrow.or.us>; Roberta Lutcher <rlutcher@co.morrow.or.us>; Matt Scrivner <mscrivner@co.morrow.or.us>
Subject: Contract signing for Willow Creek Signing project

Hello all,

I am waiting for the original signature for the contract. But I am anticipating on getting this on the consent calendar for June 26th. I had the award on June 5th and approvals from Rich on 5/17 and Kates approval with a budget correction on 5/29. Please review and let me know of your concerns.

Roberta,

This is a form contract that Fergusons have drafted for us and know the signature lines are not acceptable. Will they need to be resubmitted? If that is the case it might have a slight delay.

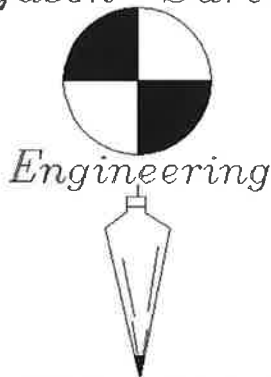
Thank you

Morrow County Public Works
Sandi Pointer
Management Assistant

**WILLOW CREEK ROAD SIGNING PROJECT
MORROW COUNTY PUBLIC WORKS DEPARTMENT
MORROW COUNTY, OREGON
May, 2019**

**SPECIAL PROVISIONS &
CONTRACT (CONSTRUCTION)**

Ferguson Surveying



*P.O. BOX 519, 210 E. MAIN
MT. VERNON, OR 97865
PHONE (541)932-4520
FAX (541)932-4430
EMAIL dfse@oretelco.net*



Agency:
Morrow County Public Works
365 West Hwy. 74, P.O. Box 428
Lexington, OR 97839
Phone 541-989-9500

Contractor:
Cartello Construction Inc.
P.O. Box 2405
Oregon City, OR 37045



RENEWS: 1/1/2020

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- SECTION III Contract
- SECTION IV Construction Performance Bond
- SECTION V Construction Payment Bond
- SECTION VI Certification of Worker's Compensation Coverage
- SECTION VII BOLI Prevailing Wage Rates
- SECTION VIII Project Plans

DESCRIPTIONS OF PARTS OF CONTRACT WHICH ARE NOT BOUND HEREIN

(1) Standard Specifications

The "2018 Oregon Standard Specifications for Construction" as published by the Oregon Department of Transportation.

Electronic copies of the above ODOT publications can be obtained at:

https://www.oregon.gov/ODOT/Business/Documents/2018_STANDARD_SPECIFICATION_S.pdf

(2) QPL

References are made herein to the QPL (Oregon Department of Transportation's Qualified Products List). Electronic copies of the QPL are available at:

<https://www.oregon.gov/ODOT/Construction/Pages/Qualified-Products.aspx>

(3) MUTCD

References are made herein to the The Federal Highway Administration's Manual on Uniform Traffic Control Devices (MUTCD), and includes the Oregon Supplement to the MUTCD. Electronic copies are available at:

<https://www.oregon.gov/ODOT/Engineering/Pages/MUTCD.aspx>

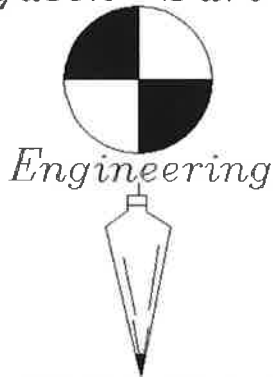
The Federal Highway Administration's Standard Highway Signs, 2004 edition & 2012 Supplement are available at: https://mutcd.fhwa.dot.gov/kno_2009r1r2.htm

SECTION I

SPECIAL PROVISIONS

**WILLOW CREEK ROAD SIGNING PROJECT
MORROW COUNTY PUBLIC WORKS DEPARTMENT
MORROW COUNTY, OREGON
May, 2019**

Ferguson Surveying



P.O. BOX 519, 210 E. MAIN
MT. VERNON, OR 97865
PHONE (541)932-4520
FAX (541)932-4430
EMAIL dfse@oretelco.net



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SPECIAL PROVISIONS

WORK TO BE DONE

The Work to be done under this Contract consists of the following on the "WILLOW CREEK ROAD SIGNING PROJECT";

- Mobilization
- Traffic Control
- Sign Installation

Perform additional and incidental work as called for in the plans and specifications.

AUTHORITY OF THE ENGINEER

The Engineer for this project is the firm of FERGUSON SURVEYING AND ENGINEERING. The Project Engineer will be Douglas M. Ferguson, of that firm. The Engineer will be in direct charge of the project. However, the Engineer will be under the authority of MORROW COUNTY by and through the MORROW COUNTY PUBLIC WORKS DEPARTMENT and will act in accordance with instruction from the MORROW COUNTY PUBLIC WORKS DEPARTMENT.

APPLICABLE SPECIFICATIONS

The Specifications applicable to the work on this project are the 2018 edition of the "OREGON STANDARD SPECIFICATIONS FOR CONSTRUCTION", Oregon Department of Transportation and American Association, Oregon Chapter, and shall hereinafter be referred to as the "Standard Specifications".

All number references in these special provisions shall be understood to refer to the Sections and Subsections of the Standard Specifications bearing like numbers and to Sections and Subsections contained herein in their entirety. If a Section or Subsection is not identified in the "Special Provisions", it shall be understood that that section, or subsection of the "Standard Specifications," is included in its entirety.

ENGLISH MEASUREMENT PROJECT

Use appropriate English units for measurements, submittals, shop drawings, calculations, materials, certifications, delivery tickets, and all other documents submitted for work performed under this contract.

CLASS OF PROJECT

This is a MORROW COUNTY Project by and through THE MORROW COUNTY PUBLIC WORKS DEPARTMENT, funded through the Oregon Department of Transportation's "State Funded Local Project Program".

PART 00100 – GENERAL REQUIREMENTS

SECTION 00110 – ORGANIZATION, CONVENTIONS, ABBREVIATIONS AND DEFINITIONS

Comply with Section 00110 of the Standard Specifications and/or modified as follows:

00110.20 Definitions: replace the corresponding definitions with the following:

Agency – Shall mean MORROW COUNTY by and through the MORROW COUNTY PUBLIC WORKS DEPARTMENT.

Engineer – The Consulting Engineering Firm, FERGUSON SURVEYING AND ENGINEERING, acting as an agent of MORROW COUNTY, under terms of an agreement between the Engineer and MORROW COUNTY.

SECTION 00120 – BIDDING REQUIREMENTS AND PROCEDURES

Comply with Section 00120 of the Standard Specifications and/or modified as follows:

00120.00 Prequalification of Bidders – Is not applicable to this project.

00120.01 General Bidding Requirements – Bidders may obtain bidding documents as stated in subsection 00120.05.

00120.05 Requests for Solicitation Documents – Replace this subsection, except for the subsection number and title, with the following:

Plans and Bidding Documents may be obtained at online at <http://www.co.morrow.or.us/rfps> or by contacting the Morrow County Public Works Department at (541) 989-9500, or at the office of FERGUSON SURVEYING & ENGINEERING, 210 East Main St., P.O. Box 519, Mt. Vernon Oregon, 97865, Tel. (541) 932-4520.

00120.10 Bid Booklet – Replace this subsection, except for the subsection number and title, with the following:

Titled “BIDDER’S PACKET” may include, but is not limited to:

- Invitation to Bid
- Information for Bidders
- Project Proposal Form
- Bid Proposal Form
- Bid Schedule

- Bid Bond Form
- First Tier Subcontractor Disclosure Form
- Bidder's Certification Statements Form

The BID SECTION includes all pages in the BIDDER'S PACKET. The bid section may include, but is not limited to:

- Time, date, and location for the opening of bids
- Project completion time
- Identification of applicable special provisions and standard specifications
- Bid statement
- Certificate of non-collusion
- Certificate of residency
- Certificate of compliance with Oregon tax laws
- Bid schedule
- Identification of sureties
- Bid signature page
- Bid bond form

Other certificates or statements may be bound within the bid section. Plans, specifications, and other documents referred to in the bid section will be considered part of the bid.

Subsections 00120.15 through 00120.25 As shown in the "Standard Specifications," in their entirety.

00120.30 Changes to Plans, Specifications of Quantities before Opening Of Bids – Replace this subsection, except for the subsection number and title, with the following:

The AGENCY reserves the right to issue Addenda making changes and corrections to the Plans, Specifications or quantities. The AGENCY will provide addenda by facsimile transmission, electronically by e-mail, and/or by regular mail or other carrier service. Bidders shall be responsible for assuring that all addenda have been received. Bids may be rejected if opened and found by the AGENCY not to be based on all Addenda published.

00120.40 Preparation of Bid – Replace this subsection, except for the subsection number and title, with the following:

(a) General: Bidders shall not alter, in any manner, the paper documents bound within the BIDDER'S PACKET. Bidders shall complete the certifications and statements included in the BID SECTION of the Bidder's Packet according to the instructions. Signature of the Bidder's authorized representative thereon constitutes the Bidder's confirmation of an agreement to all

certifications and statements contained in the Bidder's Packet. All entries made in the Bidder's Packet shall be in ink or typed. Signatures and initials shall be in ink, except for changes submitted by facsimile (FAX) transmission or electronically as provided by 00120.60 (in which case signatures shall be considered originals).

The Bidder shall properly complete documents in the Bid Section, as specified in 00120.10, between the front cover and the Sample Forms of the Bidder's Packet, except that the Bid Bond is not required if another permissible type of Bid guaranty is provided. (see 00120.40(e))

(b) **Bid Schedule Entries:** Using figures, Bidders shall fill in all blank spaces in the Bid Schedule. For each item in the Bid Schedule, Bidders shall enter the unit price and the product of the unit price multiplied by the quantity given. The unit price shall be greater than zero, shall contain no more than two decimal places to the right of the decimal point, and shall be expressed in U.S. dollars and cents (for example, \$150.25 or \$0.37). Bidders shall also enter, in the Schedule Subtotal, the total amount of that Schedule obtained by adding amounts for all items in that Schedule. Bidder shall also enter the Total Bid Amount obtained by adding the sub-totals of all Schedules in the Bid Schedule. Corrections or changes of item entries shall be in ink, with incorrect entry lined out and correct entry entered and initialed.

(c) **Bidder's Address and Signature Pages:** Bidders shall include, on the PROJECT PROPOSAL FORM in the Bidder's Booklet, the address to which all communications concerning the Bid and Contract should be sent. The Project Proposal Form, Bid Proposal and Bid Schedule (Bid) must be signed by a duly authorized representative of the Bidder.

(d) **Bid Guaranty** – All Bids shall be accompanied by a Bid guaranty in the amount of 10% of the total amount of the Bid. The Bid guaranty shall be either a Surety bond, irrevocable letter of credit issued by an insured institution as defined in ORS 706.008 or security in the form of a cashier's check or certified check made payable to the AGENCY. (see ORS 279C.365(4))

If a Surety bond is submitted, Bidders shall use the AGENCY's standard Bid Bond form included in the Bidder's Packet. Bidders shall submit the bond with original signatures and the Surety's seal affixed. The Bid guaranty shall be submitted in the Bidder's Packet.

Acceptable Surety companies are limited to those authorized to do business in the State of Oregon. Forfeiture of Bid guaranties is covered by 00130.60, and return of guaranties is covered by 00130.70.

(e) **Disclosure of First-Tier Subcontractors** – If a Bidder's bid on a public improvement Project exceeds \$100,000, the Bidder shall, within two working hours of the time bids are due to be submitted, submit to the AGENCY, on a form provided by the AGENCY, a disclosure identifying

any first-tier Subcontractors that will furnish labor or labor and Materials, and whose contract value is equal to or greater than:

- Five percent (5%) of the total Project Bid, but at least \$15,000, or
- \$350,000, regardless of the percentage of the total Project Bid.

For each Subcontractor listed, Bidders shall state:

- The name of the Subcontractor, and
- The dollar amount of the subcontract, and
- The category of Work that the Subcontractor would be performing.

If no subcontracts subject to the above disclosure requirements are anticipated, a Bidder shall so indicate by entering "NONE" or by filling in the appropriate check box. For each Subcontractor listed, Bidders shall provide all requested information. An incomplete form will be cause for rejection of the bid.

Subcontractor Disclosure Form must be submitted as outlined in the "Information for Bidders" portion of the "BIDDERS PACKET".

Subcontractor Disclosure Form will be considered late if not received by the AGENCY within two (2) working hours of the bid closing date and time. Bids not in compliance with the requirements of this subsection will be considered non-responsive.

00120.45 Submittal of Bids – Replace this subsection, except for the subsection number and title, with the following:

Bids must be submitted as required in the "Information To Bidders" section of the Bidder's Packet.

Bids must be received at the address and at the times given in the INVITATION TO BID in the Bidder's Packet.

Bids submitted after the time set for receiving bids will not be opened or considered. The County assumes no responsibility for the receipt and return of late bids.

00120.50 Submitting Bids for More than One Contract – Is not applicable to this project.

00120.60 Revision or Withdrawal of Bids – Replace this subsection, except for the subsection number and title, with the following:

Information entered into the Bidder’s Packet by the Bidder may be changed after the bid has been delivered to the AGENCY, provided that:

- Changes are prepared in accordance with the instructions found in the Bid Booklet;
- Changes are received by the AGENCY at the locations required herein and are received on or before the closing time for acceptance of Bids;
- The Project Name “WILLOW CREEK ROAD SIGNING PROJECT” is included;
- Changes must be submitted in writing, in a sealed envelope labeled “REVISIONS TO BID, MORROW COUNTY WILLOW CREEK ROAD SIGNING PROJECT”

A Bidder may withdraw its bid after it has been delivered to the AGENCY’s Office, provided that:

- The written withdrawal request is submitted on the Bidder’s letterhead and includes the name of the project (MORROW COUNTY WILLOW CREEK ROAD SIGNING PROJECT), either in person or by FAX;
- The request is signed by an individual who is authorized to sign the bid, and proof of authorization to sign the Bid accompanies the withdrawal request;
- The request is received at the location specified for the submittal of bids and is received prior to the time that bids will no longer be accepted.

00120.65 Opening and Comparing Bids – Replace this subsection, except for the subsection number and title, with the following:

Bids will be opened and the total price for each Bid will be read publicly at the time and place indicated in the Invitation to Bid in the Bidder’s Packet. Bidders and other interested parties are invited to be present.

Bids will be compared on the basis of the total amount of each Bid. The total amount of the Bid will be the total sum of the sub-totals for all items listed in the BID SCHEDULE. The sub-totals will be computed from quantities listed in the Bid Schedule and unit prices entered by the Bidder.

In case of conflict between the unit price and the corresponding extended amount, the unit price shall govern, and the AGENCY may make arithmetic corrections on extension amounts.

00120.70 Rejection of Non-responsive Bids – Modify as follows:

Replace the fifth bullet from top, which begins with “The bid is submitted on documents...” with the following:

- The bid is submitted on documents not obtained directly from Morrow County or the office of FERGUSON SURVEYING AND ENGINEERING.

Replace the seventh bullet from top, which begins with “The bid has entries not typed...” with the following:

- The Bid has entries not typed or in ink, or has signatures or initials not in ink.

Delete the fifteenth bullet from the top, which begins with “The bidder has not complied with the DBE...”.

Delete the last bullet which begins with “An electronic Bid is not...”.

00120.80 Reciprocal Preference for Oregon Resident Bidders – Replace this subsection, except for the subsection number and title, with the following:

No preference will be given to Oregon Resident Bidders.

00120.90 Disqualification of Bidders – Add the following to Subsection:

- The AGENCY finds that it is in the public interest to do so.

00120.95 Opportunity for Cooperative Arrangement – Is not applicable to this project.

SECTION 00130 – AWARD AND EXECUTION OF CONTRACT

Comply with Section 00130 of the Standard Specifications, supplemented and /or modified as follows:

00130.10 Award of Contract – Modify this Subsection as follows:

Replace the bullet that begins "A satisfactory record of performance..." with the following bullet:

- A satisfactory record of performance. In evaluating a Bidder's record of performance, the AGENCY may consider, among other things, whether the Bidder completed previous contracts of a similar nature with a satisfactory record of performance. For purposes of evaluating a Bidder's performance on previous contracts of a similar nature, a satisfactory record of performance means that to the extent that the costs associated with and time available to perform a previous contract remained within the Bidder's control, the Bidder stayed within the time and budget allotted for the procurement and otherwise performed the contract in a satisfactory manner.

Replace the third paragraph beginning with "The AGENCY will provide Notice of Intent to Award..." with the following:

The AGENCY will provide Notice of Intent to Award the Contract by letter, facsimile (fax) and/or electronically by e-mail.

00130.15 Right to Protest Award – Replace this subsection, except for the subsection number and title, with the following:

Adversely affected or aggrieved Bidders, limited to the three apparent lowest Bidders and any other Bidder directly in line for Contract Award, may submit to the AGENCY a written protest of the AGENCY's intent to Award within three working days following the issuance of the Notice of Intent to Award. The protest shall specify the grounds upon which it is based.

The AGENCY is not obligated to consider late protests.

00130.50 Execution of Contract and Bonds – In this subsection, replace "ODOT Procurement Office– Construction" with "MORROW COUNTY by and through THE MORROW COUNTY PUBLIC WORKS DEPARTMENT."

SECTION 00140 – SCOPE OF WORK

Comply with Section 00140 of the Standard Specifications as applicable.

SECTION 00150 – CONTROL OF WORK

Comply with Section 00150 of the Standard Specifications, supplemented and /or modified as follows:

00150.00 Authority of the Engineer – Add this sentence to the beginning of this Subsection:

The AGENCY designates the following authority to the Engineer; the Engineer will act as an agent for MORROW COUNTY by and through THE MORROW COUNTY PUBLIC WORKS DEPARTMENT.

00150.05 Cooperative Arrangements – Is not applicable to this project.

00150.30 Delivery of Notices – Add the following to this subsection:

Upon approval by the AGENCY, written notices may be submitted electronically by e-mail, provided that the sender requests receipt of said notice.

Notices sent via e-mail shall be considered delivered on the date that the sender receives the delivery confirmation from the receiver, and the original notice is sent by first class mail and received within five business days of the confirmation of the e-mail.

In such case as the sender does not receive conformation of e-mail delivery, the notice shall be deemed delivered five business days following the postmarked date.

00150.40 Cooperation and Superintendence by the Contractor – Replace this subsection, except for the subsection number and title, with the following:

The Contractor is responsible for full management of all aspects of the Work, including superintendence of all Work by Subcontractors, Suppliers, and other providers. The Contractor shall appoint a single Superintendent and may also appoint alternate Superintendents as necessary to control the Work. The form of appointment of the alternate shall state, in writing, the alternate's name, duration of appointment in the absence of the Superintendent, and scope of authority. The Contractor shall:

Provide for the cooperation and superintendence on the Project by:

- Furnishing the Engineer all data necessary to determine the actual cost of all or any part of the Work, added Work, or changed Work.
- Allowing the Engineer reasonable access to the Contractor's books and records at all times. To the extent permitted by public records laws, the Engineer will make reasonable efforts to honor the Contractor's request for protection of confidential information.
- Keeping one complete set of Contract Documents on the Project Site at all times, available for use by all the Contractor's own organization, and by the Engineer if necessary.
- Appoint a single Superintendent and any alternate Superintendent who shall meet the following qualifications:
 - Appointees shall be competent to manage all aspects of the Work.
 - Appointees shall be from the Contractor's own organization.
 - Appointees shall have performed similar duties on at least one previous project of the size, scope and complexity as the current Contract.
 - Appointees shall be experienced in the types of Work being performed.
 - Appointees shall be capable of reading and thoroughly understanding the Plans and Specifications.
- The appointed single Superintendent or any alternate Superintendent shall:
 - Be present for all On-Site Work, regardless of the amount to be performed by the Contractor, Subcontractors, Suppliers, or other providers, unless the Engineer provides prior approval of the Superintendent's or alternate Superintendent's absence.
 - Be equipped with a two way radio or cell phone capable of communicating throughout the project during all the hours of Work on the Project Site and be available for communication with the Engineer.

- Have full authority and responsibility to promptly execute orders or directions of the Engineer.
- Have full authority and responsibility to promptly supply the Materials, Equipment, labor, and Incidentals required for performance of the Work.
- Coordinate and control all Work performed under the Contract, including without limitation the Work performed by Subcontractors, Suppliers, and Owner Operators.
- Diligently pursue progress of the Work according to the schedule requirements of Section 00180.
- Cooperate in good faith with the Engineer, Inspectors, and other contractors in performance of the Work.
- Provide all assistance reasonably required by the Engineer to obtain information regarding the nature, quantity, and quality of any part of the Work.
- Provide access, facilities and assistance to the Engineer in establishing such lines, grades and points as the Engineer requires.
 - Carefully protect and preserve the Engineer's marks and stakes.

Any Superintendent or alternate Superintendent, who repeatedly fails to follow the Engineer's written or oral orders, directions, instructions, or determinations, shall be subject to removal from the project.

If the Contractor fails or neglects to provide a Superintendent, or an alternate Superintendent, and no prior approval has been granted, the Engineer has the authority to suspend the Work according to 00180.70. Any continued Work by the Contractor, Subcontractors, Suppliers, or other providers may be subject to rejection and removal. The Contractor's repeated failure or neglect to provide the superintendence required by these provisions constitutes a material breach of the Contract, and the Engineer may impose any remedies available under the Contract, including but not limited to Contract termination.

SECTION 00160 – SOURCE OF MATERIALS

Comply with Section 00160 of the Standard Specifications as applicable.

SECTION 00165 – QUALITY OF MATERIALS

Comply with Section 00165 of the Standard Specifications as applicable.

SECTION 00170 – LEGAL RELATIONS AND RESPONSIBILITIES

Comply with Section 00170 of the Standard Specifications, supplemented and /or modified as follows:

00170.70 Insurance Coverage – Comply with subsection of the Standard Specifications, supplemented and /or modified as follows:

00170.70(a) Insurance Coverages – Add the following to the end of this subsection:

The following insurance coverages and dollar amounts are required pursuant to this subsection:

Insurance Coverages	Combined Single Limit per Occurrence	Annual Aggregate Limit
Commercial General Liability	<u>\$ 1,000,000</u>	\$ 2,000,000
Commercial Automobile Liability	<u>\$ 1,000,000</u>	(aggregate limit not required)

00170.70(c) Additional Insured – Add the following paragraph and bullets to the end of this subsection:

Add the following as Additional Insured’s under the Contract:

- State of Oregon, Oregon Transportation Commission and it’s members, and Oregon Department of Transportation and its officers, agents, and employees
- Morrow County and its officers, agents, and employees
- Morrow County Board of Commissioners
- Ferguson Surveying & Engineering

00170.71 Independent Contractor Status – Replace this subsection, except for the subsection number and title, with the following:

The service or services to be rendered and the Work to be completed under this Contract are those of an independent contractor. The Contractor is not an officer, employee, or agent of the Agency or the State as those terms are used in ORS 30.265.

00170.72 Indemnity/Hold Harmless – Add the following paragraph and bullets to the end of this subsection:

Extend indemnity, defense and hold harmless to the Agency and the following:

- State of Oregon, Oregon Transportation Commission and it’s members, and Oregon Department of Transportation and its officers, agents, and employees
- Morrow County and its officers, agents, and employees
- Morrow County Board of Commissioners
- Ferguson Surveying & Engineering

00170.72 Indemnity/Hold Harmless – Add the following paragraph and bullets to the end of this subsection:

Extend indemnity, defense and hold harmless to the Agency and the following:

- Morrow County and its officers, agents, and employees
- Morrow County Board of Commissioners
- Ferguson Surveying & Engineering

SECTION 00180 – PROSECUTION AND PROGRESS

Comply with Section 00180 of the Standard Specifications, supplemented and /or modified as follows:

00180.40(c) Specific Limitations – Limitations of operations specified in these Special Provisions include, but are not limited to, the following:

Limitations	Subsection
Cooperation with Utilities	00150.50
On-Site Work	00180.40(b)
Contract Time	00180.50(a)

00180.41 Project Work Schedules – After the paragraph that begins "One of the following Type..." add the following paragraph:

In addition to the "look ahead" Project Work schedule, a Type A schedule as detailed in the Standard Specifications is required on this Contract.

00180.50 Contract Time to Complete Work: Replace this subsection, except for the subsection number and title, with the following:

(a) General - The time allowed to complete the work on this Project is forty five (45) calendar days.

(b) Kinds of Contract Time - The Contract time for this project will be counted in the number of calendar days from a specified beginning point to a point which all work on the project is completed.

(c) Beginning of Contract Time - Will commence on the date given on the NOTICE TO PROCEED.

(d) Recording Contract Time - Contract Time will be recorded and reported to the contractor on a weekly basis.

(e) Exclusions from Contract Time - Certain days will not be charged against Contract Time. These exclusions will be allowed when the Contractor is prevented from performing work due to one of the following reasons, resulting in delay:

- Act of God or Nature;
- Court order enjoining prosecution of the work;
- Strikes, labor disputes or freight embargoes that, despite the Contractor's reasonable efforts to avoid, cause a shutdown of the Project or one or more major operation. "Strike" and "labor dispute" may include union action against the Contractor, a Subcontractor, a Materials supplier, or the AGENCY.
- Suspension of the Work by written order of the Engineer for reasons other than the Contractor's failure or neglect.
- Work added to the Contract by Properly authorized Change Orders.

(f) Time Calculation Protest - If the Contractor disputes the accuracy of the statement of Contract Time charges, he/she shall immediately contact the Engineer and attempt to resolve the dispute. If the dispute cannot be resolved informally, the Contractor shall submit a formal written protest to the Engineer within seven (7) calendar days of the date the Engineer

delivered the statement of Contract Time. Failure to submit a formal written protest within the seven (7) calendar day period constitutes the Contractor's approval of the time charges itemized on the statement.

(g) End of Contract Time – When the Engineer determines that the work has been substantially completed; the Engineer will issue a Second Notification. Contract Time will stop at that point. Element of work and activities which may remain to be completed are:

- Final trimming and cleanup;
- Minor corrective work not involving additional payment;
- Equipment or Materials to be removed from the Project Site;
- Submittals, including without limitation, all required certifications, bills, forms, warranties, certificates of insurance coverage, and other documents, are required to be provided to the Engineer before the Third Notification will be issued.

All such elements of work and tasks to complete shall be listed in the Second Notification. The Contractor shall complete all tasks listed in the Second Notification within a time limit agreed on by the Contractor and the Engineer.

00180.85 Failure to Complete on Time; Liquidated Damages: Add the following to this subsection:

Liquidated Damages for this project for failure to complete the project within forty five (45) calendar days or an adjusted Contract Time will be \$250.00 per calendar day.

SECTION 00190 – MEASUREMENT OF PAY QUANTITIES

Comply with Section 00190 of the Standard Specifications, supplemented and /or modified as follows:

00190.00 Scope – Replace the first sentence of the lead-in paragraph, which begins "*The Engineer will measure*", with the following:

Pay quantities for accepted work will be measured according to the United States standard measure unless otherwise provided in the Contract.

SECTION 00195 – PAYMENT

Comply with Section 00195 of the Standard Specifications, supplemented and /or modified as follows:

00195.10 Payment For Changes in Materials Costs – Is not applicable to this project.

00195.50 Progress Payments and Retained Amounts – Replace the appropriate subsections with the following subsections:

(b) Retainage – The amount to be retained from progress payments will be five percent (5%) of the total value of work accomplished for each progress payment period, and will be retained as specified in Subsection (c) below”.

(c) Forms of Retainage – Retainage will be deducted from the progress payments and held by the AGENCY until final payment is made in accordance with 00195.90. No other alternate will be considered for this project.

(d) Reduction of Retainage – There is no Reduction of Retainage for this project. Five percent (5%) of the value of the work accomplished will be retained until final payment is made in accordance with 00195.90.

SECTION 00196 – PAYMENT FOR EXTRA WORK

00196.10 Negotiated Price – Replace this subsection, except for the subsection number and title, with the following:

The Engineer will determine a reasonable price estimate for the required extra work. As soon as practical, within ten (10) calendar days, the Contractor shall respond to the Engineer in writing.

If the Contractor agrees with the price determined by the Engineer, the Engineer will issue a Change Order and the work will proceed at that price.

If the Contractor does not agree to the price estimated by the Engineer, the Contractor shall submit to the Engineer a written justification for the price proposed by the Contractor. The Engineer and the Contractor shall then agree on a price which is based on one, the other or a combination of prices estimated by the Engineer and the Contractor. The Engineer will issue a Change Order and the work will proceed at the agreed upon price.

In either case above, the price of the extra work shall meet the approval of the AGENCY, and said approval shall be in writing on the face of the Change Order.

00196.20 Force Account – Replace this subsection, except for the subsection number and title, with the following:

Force Account work is not anticipated for this project. If it is found necessary it shall be carried out in accordance with Section 00197 of the “Standard Specifications”.

SECTION 00197 – PAYMENT FOR FORCE ACCOUNT WORK

Comply with Section 00197 of the Standard Specifications.

NOTE: Force Account Work is not anticipated as an element of this project, however if required, the pertinent provisions of this Section shall govern any work performed under Force Account.

SECTION 00199 – DISAGREEMENTS, PROTESTS AND CLAIMS

Comply with Section 00199 of the Standard Specifications, supplemented and /or modified as follows:

00199.40 Claim Decision; Review; Exhaustion of Administrative Remedies – Replace this subsection, except for the subsection number and title, with the following:

The Engineer will, as soon as practicable, consider and investigate a Contractor’s properly submitted claim for additional compensation. The AGENCY intends to resolve claims at the lowest possible administrative level.

A claim may be settled, in full or in part, at any of the following steps of claim review:

(a) Step 1: Engineer’s Review – Upon proper submittal of a claim as detailed in 00199.30, the Engineer will review the claim and advise the Contractor of the decision in writing. If the Engineer finds the claim has merit, and equitable adjustment will be offered. If the Engineer finds the claim has no merit, no offer of adjustment will be made, and the claim will be denied in writing.

If the Contractor does not accept the Engineers decision, the Contractor may, within ten (10) calendar days, request the Engineer to arrange a review at Step 2, (b) below.

(b) Step 2: AGENCY Review – At the request of the Contractor, the Engineer shall present the claim to the AGENCY for review and discussion. The Engineer will promptly provide a written decision to the Contractor. If the Contractor does not accept the Step 2 decision, the Contractor may, within ten (10) calendar days, request the Engineer to arrange a review at Step, 3 (c) below.

(c) Step 3: AGENCY Contract Review Board Review – At the request of the Contractor, the Engineer shall present the claim to the AGENCY Contract Review Board. The “MORROW COUNTY Contract Review Board” will consist of the elected County Commissioners. The Engineer will serve as advisors to the Contract Review Board. A prompt, written response will be provided to the Contractor. If the Contractor does not accept the Step 3 decision, the Contractor may, within ten (10) calendar days, request through the Engineer that the claim be advance to Step 4 or 5, as applicable, (d) or (e) below.

(d) Step 4: 1) Claims Less Than \$25,000 (Excluding Liquidated Damages, Interest, and Arbitration Cost) – At this step the claim will be settled by binding arbitration before a single arbitrator according to the Construction Industry Arbitration Rules of the American Arbitration Association.

Arbitration filing costs and any arbitrator’s fees will be divided equally between the AGENCY and the Contractor.

(e) Step 5: Litigation – This step applies to:

- Claims over \$25,000, which cannot be settled by binding arbitration;
- Appeals of arbitration awards issued in Step 4, above, according to ORS 36.300 through 36.365

Any suit or action arising out of this contract may be filed by either party only after all other provisions of these specifications are exhausted. The suit or action shall be commenced within one (1) year of the date of “Second Notification” or within six (6) months of the date of any arbitration or AGENCY Review Board decision, whichever is later, and shall be filed in a court of competent jurisdiction.

PART 00200 – TEMPORARY FEATURES AND APPURTENANCES

SECTION 00210 – MOBILIZATION

Comply with Section 00210 of the Standard Specifications, supplemented and /or modified as follows:

Measurement

00210.80 Measurement – No measurement of quantities will be made for work performed under this Section.

Payment

00210.90 Payment – Replace this subsection, except for the subsection number and title, with the following:

Payment for mobilization will be made at the Contract lump sum amount for the item "Mobilization".

The amounts paid for mobilization in the Contract progress payment will be based on the percent of the original Contract amount that is earned from other Contract items, not including advances on materials, and as follows:

- When 5% is earned, either 50% of the amount for mobilization or 5% of the original Contract amount, whichever is the least.
- When 10% is earned, either 100% of mobilization or 10% of the original Contract amount, whichever is the least.
- When all work is completed, amount of mobilization exceeding 10% of the original Contract amount.

This schedule of mobilization progress payments will not limit or preclude progress payments otherwise provided by the Contract.

When the Contract Schedule of Items does not indicate payment for mobilization, no separate or additional payment will be made for mobilization. Payment will be included in payment made for the appropriate items under which this work is required.

SECTION 00225 – WORK ZONE TRAFFIC CONTROL

Comply with Section 00225 of the Standard Specifications, supplemented and /or modified as follows:

Measurement

00225.80 Measurement – Replace the first sentence of this Subsection with the following:
Work covered under this Section will be measured using Method “A” – Unit Basis.

00225.81 Temporary Signage – Replace this subsection, except for the subsection number and title, with the following:

The quantities of temporary signs will be measured on the area basis, upon delivery to the Project. The quantities will be limited to those in the approved TCP including speed zone signage. The sign area will be the nominal area determined by multiplying the width times the length. No deductions will be made for corners or irregular shapes.

For this project, temporary movable signs associated with flagging operations will not be measured and are considered incidental to flagging operations.

00225.88 Flaggers and Traffic Control Supervisors – Replace this subsection, except for the subsection number and title, with the following:

The quantities of flaggers and traffic control supervisors will be measured as follows:

(a) Flaggers – Flaggers will be measured on the time basis, of the actual number of hours flagging stations are staffed.

Flagging performed by a TCS will not be measured, except as specified in 00225.32.

(b) Traffic Control Supervisor – The quantities of the TCS will be not be measured.

Payment

00225.90 Payment – Replace the first sentence that begins with “Work covered under this section...” with the following:

Work covered under this Section will be paid for using Method “A” – Unit Basis.

00225.91 Temporary Signing – Replace this subsection, except for the subsection number and title, with the following:

The accepted quantities of temporary signs, regardless of type, will be paid for at the Contract unit price, per square foot, for the item "Temporary Signs".

No separate or additional payment will be made for sign flags, sign flag boards, posts and other supports, or sign covers.

For this project, temporary movable signs associated with flagging operations are considered incidental to flagging operations and no separate or additional payment will be made.

00225.97 Flaggers and Traffic Control Supervisors – Replace this subsection, except for the subsection number and title, with the following:

The accepted quantities of flaggers will be paid for at the Contract unit price, per hour, for the item "Flaggers".

This item includes all necessary equipment, special apparel, flagging equipment, and two-way radios.

Workers performing flagging duties who are not properly equipped or attired will not be considered to be flaggers and will not be eligible for payment under this item.

Flaggers performing work other than flagging will not be considered flaggers and will not be eligible for payment under this item.

Payment for this item performed beyond the quantity shown in the Contract Schedule of Items will be made at the Contract unit price if the Engineer determines that the Contract unit price does not exceed the value of the work as determined according to Section 00197. If the Engineer determines that the Contract unit price exceeds the value of the work, payment for the additional work will be made according to 00195.20.

No separate or additional payment will be made for Traffic Control Supervisors.

**PART 00900 – PERMANENT TRAFFIC CONTROL AND ILLUMINATION
SYSTEMS**

SECTION 00910 – WOOD SIGN POSTS

Description

00910.00 Scope – This Work consists of furnishing and installing preservative treated wood signposts at the locations shown or as directed.

Materials

00910.10 Materials – Furnish Douglas fir wood posts meeting the following requirements:

Posts	02110.40
Preservative Treatment of Posts	02190

Construction

00910.40 Post Holes – Excavate post holes to the lines and grades established and to the depth shown or to a depth necessary to achieve the required mounting height, whichever is greater. If necessary, obtain the required depth by blasting. Do not set the post until the location, lines and grades of the holes have been approved. Align the post to a vertical position in the hole and backfill the hole. Backfill with selected general backfill meeting the requirements of 00330.13. Place in layers not greater than 6 inches. Solidly ram and tamp the layers into the excavated area around the post. Dampen during placement if too dry to compact properly. On completion of the Work, replace and finish the surface around the post to match the surrounding surface.

Measurement

00910.80 Measurement – The quantities of wood sign posts will be measured on the volume basis in units of foot board measure (FBM). Post volume will be determined by multiplying the nominal post size by the commercially available length shown on the Standard Drawings. For calculation purposes, post length will be determined by rounding the installed length to the nearest higher commercial length.

The estimated wood post lengths will be indicated on the Plans. Final lengths of wood posts will be determined or verified by the Engineer prior to fabrication.

Payment

00910.90 Payment – The accepted quantities of wood sign posts will be paid for at the Contract unit price, per foot board measure (FBM), for the item "Wood Sign Posts".

Payment will be payment in full for furnishing and placing all Materials, and for furnishing all Equipment, labor, and Incidentals necessary to complete the Work as specified.

No separate or additional payment will be made for route marker frames, wind bracing, or special sign brackets.

SECTION 00940 – SIGNS

Comply with Section 00940 of the Standard Specifications, supplemented and /or modified as follows:

Measurement

00940.80 Measurement – The quantities of signs will be measured on the area basis, by multiplying the height by width, using the dimensions shown. No deductions will be made for irregular shapes cut from the rectangle.

Route markers and other signs fastened to the face of larger signs will be measured as separate signs.

Payment

00940.90 Payment – Replace this subsection, except for the subsection number and title, with the following:

The accepted quantities of Work performed under this Section will be paid for at the Contract unit price, per square foot, for the item "Signs, Standard Sheeting, Plywood"

Payment will be payment in full for furnishing and placing all Materials, and for furnishing all Equipment, labor, and Incidentals necessary to complete the Work as specified.

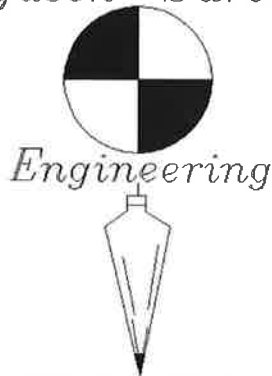
Payment for Work done under this Section will be limited to 75 percent of the amount due until the Agency has received the signed warranties required by 02910.75.

SECTION II

SCHEDULE OF ITEMS

**WILLOW CREEK ROAD SIGNING PROJECT
MORROW COUNTY PUBLIC WORKS DEPARTMENT
MORROW COUNTY, OREGON
May, 2019**

Ferguson Surveying



P.O. BOX 519, 210 E. MAIN
MT. VERNON, OR 97865
PHONE (541)932-4520
FAX (541)932-4430
EMAIL dfse@oretelco.net



SECTION II: SCHEDULE OF ITEMS

Payment for work done under this contract will be made at the unit prices listed on the inserted sheets which follow, which are the identical unit prices as submitted by the Contractor. The quantities given are approximate only, and it is neither expressly nor by implication agreed that the actual amounts of work to be done and paid for will be in accord therewith.

DO NOT FILL IN THE SCHEDULE OF ITEMS FOR BIDDING.

SCHEDULE OF ITEMS
For
WILLOW CREEK ROAD SIGNING PROJECT
MORROW COUNTY PUBLIC WORKS DEPARTMENT
MORROW COUNTY, OREGON
May, 2019

ITEM NO.	ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE	TOTAL COST
1-210	Mobilization	Lump Sum	1	\$ 11,250.00	\$ 11,250.00
2-225	Flaggers	Hour	180	\$ 56.00	\$ 10,080.00
3-910	Wood Sign Supports	F.B.M.	2250	\$ 9.50	\$ 21,375.00
4-940	Signs, Standard Sheeting, Plywood	Sq. Ft.	604	\$ 21.00	\$ <u>12,684.00</u>

TOTAL BID AMOUNT \$ 55,389.00

By signing below, I certify that the above **SCHEDULE OF ITEMS** contains the exact figures and totals as the bid submitted for this project.

By: 
 Signature

Company Name: Cartello Construction Inc.

Print Name: Tara Tidwell

Mailing Address: P.O. Box 2405

Oregon City, OR 97045

Title: President

503-351-5015 (Tara Tidwell)

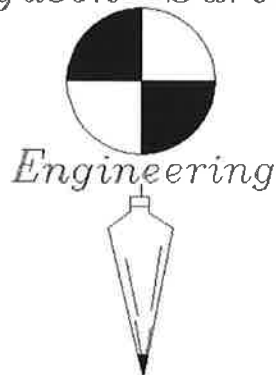
Telephone: 503-680-9923 (Mike Tidwell) Oregon CCB No.: 191837

SECTION III

CONTRACT

**WILLOW CREEK ROAD SIGNING PROJECT
MORROW COUNTY PUBLIC WORKS DEPARTMENT
MORROW COUNTY, OREGON
May, 2019**

Ferguson Surveying



*P.O. BOX 519, 210 E. MAIN
MT. VERNON, OR 97865
PHONE (541)932-4520
FAX (541)932-4430
EMAIL dfse@oretelco.net*



**CONTRACT
FOR
WILLOW CREEK ROAD SIGNING PROJECT
MORROW COUNTY PUBLIC WORKS DEPARTMENT
MORROW COUNTY, OREGON
May, 2019**

THIS CONTRACT, made and entered into in duplicate, this 11th day of JUNE, 2019 by and between MORROW COUNTY, by and through THE MORROW COUNTY PUBLIC WORKS DEPARTMENT, hereinafter called "Agency" and CARTELLO CONSTRUCTION INC., hereinafter called "Contractor".



WITNESSETH:

That the said Contractor, in consideration of the sums to be paid by the Agency in the manner and at the time herein provided, and in consideration of the other covenants and agreements herein contained, hereby agrees to perform and complete the work herein described and provided for and to furnish all necessary machinery, tools, apparatus, equipment, supplies, materials and labor and do all things in accordance with the applicable Plans, the applicable Standard Specifications, the Special Provisions bound herewith, and in accordance with such alterations or modifications of the same as may be made by the Agency, and according to such directions as may from time to time be made or given by the Engineer under the authority of the Agency.

That the applicable Plans, the applicable Standard Specifications, the Special Provisions bound herewith and the schedule of contract prices bound herewith are hereby specifically referred to and by this reference made a part hereof, and shall by such reference have the same force and effect as though all of the same were fully written or inserted herein.

That the Contractor shall faithfully complete and perform all the obligation of this contract, and in particular shall promptly, as due, make payment of all just debts, dues, demands and obligations incurred in the performance of said contract; and shall not permit any lien or claim to be filed or prosecuted against the Agency. It is expressly understood that this contract in all things shall be governed by the laws of the State of Oregon.

In consideration of the faithful performance of all of the obligations, both general and special, herein set out, and in consideration of the faithful performance of the work as set forth in this contract, the applicable Plans, Standard Specifications, Special Provisions, schedule of contract prices, and all general and detailed specifications and plans which are a part hereof, and in accordance with the directions of the Engineer, to his satisfaction, the Agency agrees to pay to the said Contractor the amount earned, as determined from the actual quantities of work performed and the prices and other basis of payment specified, taking into consideration any amounts that may be deductible under the terms of the contract, and to make such payments in the manner and at the times provided in the applicable Standard Specifications or Special Provisions.

The Contractor agrees to complete the work within the time specified herein and to accept as full payment hereunder the amounts completed as determined by the contract documents.

The Contractor agrees to indemnify and save harmless the Agency from any and all defects appearing or developing in the materials furnished and the workmanship performed under this contract for a period of one year after the date of final acceptance of the contract work by the Agency.

The provisions contained in these Contract Documents relating to prevailing wage rates are made a part of this Contract as completely as if the same were fully set forth herein. It is agreed the time limit for completion of the Contract, will be forty five calendar days from the date specified on the Notice To Proceed.

In the event that the Contractor shall fail to complete the work within the time limit or the extended time limit agreed upon, as more particularly set forth in the Contract Documents, Liquidated Damages shall be paid at the rate as specified in Section 00180 of the Special Provisions part of the Contract.

CONTRACTOR

By:



Tara Tidwell, Cartello

Title:

President Construction

Jim Doherty, Chair
Morrow County Board of Commissioners

By: _____

Melissa Lindsay, Commissioner
Morrow County Board of Commissioners

By: _____

Don Russell, Commissioner
Morrow County Board of Commissioners

By: _____



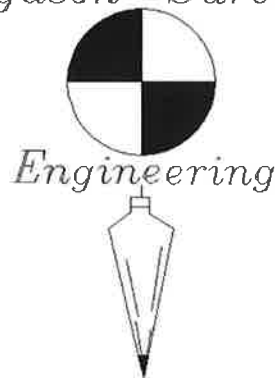
IN WITNESS WHEREOF, The parties hereto have subscribed their names and affixed their respective official seals as of the date first above written.

SECTION IV

CONSTRUCTION PERFORMANCE BOND

**WILLOW CREEK ROAD SIGNING PROJECT
MORROW COUNTY PUBLIC WORKS DEPARTMENT
MORROW COUNTY, OREGON
May, 2019**

Ferguson Surveying



*P.O. BOX 519, 210 E. MAIN
MT. VERNON, OR 97865
PHONE (541)932-4520
FAX (541)932-4430
EMAIL dfse@oretelco.net*



**WILLOW CREEK ROAD SIGNING PROJECT
MORROW COUNTY PUBLIC WORKS DEPARTMENT
MORROW COUNTY, OREGON
May, 2019**

CERTIFICATION OF WORKERS COMPENSATION COVERAGE

The Contractor, for the purposes of this contract, hereby certifies that it is currently providing Oregon Workers, Compensation coverage for all its employees and will maintain coverage throughout the course of the project through one of the following methods:

1. "Carrier-Insured Employer" (State accident Insurance Fund Corp. or other authorized insurer.)

Insurance Company Name Saif

ID/Policy Number 754203

2. "Self-Insured Employer" (Certified by the Workers' Compensation Division)

ID number as assigned by the
Workers Compensation Division _____

3. I am an independent contractor and will perform all work under this contract without the assistance of others.

In the event of cancellation or change in the information above, Contractor certifies that it will immediately notify the MORROW COUNTY of said cancellation or change and will obtain alternative coverage.

Dated 6/11/ 2019

(Contractor's Signature)

REMINDER – ADDITIONAL INFORMATION NEEDED

Has your insurance carrier filed with Oregon Workers' Compensation Division a guaranty contract as proof of coverage for your employees in Oregon?

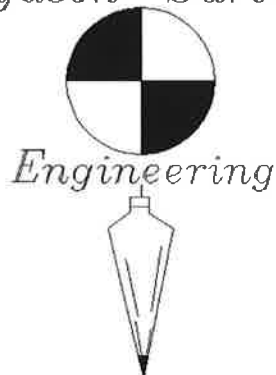
For filing information, contact the Workers' Compensation Division at Labor and Industries Building:
Salem, OR 97310; Phone (503) 947-7810

SECTION VII

BOLI Prevailing Wage Rates

WILLOW CREEK ROAD SIGNING PROJECT MORROW COUNTY PUBLIC WORKS DEPARTMENT MORROW COUNTY, OREGON May, 2019

Ferguson Surveying



P.O. BOX 519, 210 E. MAIN
MT. VERNON, OR 97865
PHONE (541)932-4520
FAX (541)932-4430
EMAIL dfse@oretelco.net



The Prevailing Wage Rates for this project, effective January 1, 2019, are available at The Oregon Bureau of Labor and Industries web site:

<https://www.oregon.gov/boli/WHD/PWR/Pages/index.aspx>

or by contacting The Oregon Bureau of Labor and Industries, 800 NE Oregon St., Suite 1045 Portland OR 97232-2180 Telephone (971) 673-0761 TDD (971) 673-0766.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTORS' COMMERCIAL GENERAL LIABILITY BROADENED ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Endorsement - Table of Contents:

<u>Coverage:</u>	<u>Begins on Page:</u>
1. Employee Benefit Liability Coverage.....	3
2. Unintentional Failure To Disclose Hazards.....	9
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8. Automatic Additional Insured - Specified Relationships:.....	11
• Managers Or Lessors Of Premises;	
• Lessor Of Leased Equipment;	
• Vendors;	
• State Or Governmental Agency Or Subdivision Or Political Subdivision - Permits Or Authorizations Relating To Premises; and	
• Mortgagee, Assignee Or Receiver	
9. Property Damage To Borrowed Equipment.....	14
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B. Limits Of Insurance:

The Commercial General Liability Limits of Insurance apply to the insurance provided by this endorsement, except as provided below:

1. Employee Benefit Liability Coverage

Each Employee Limit: \$1,000,000
Aggregate Limit: \$3,000,000
Deductible Amount: \$ 1,000

3. Damage To Premises Rented To You

The lesser of:

- The Each Occurrence Limit shown in the Declarations; or
- \$500,000 unless otherwise stated \$ _____

4. Supplementary Payments

- Bail Bonds: \$2,500

b. Loss Of Earnings: \$ 500

5. Medical Payments

Medical Expense Limit: \$ 10,000

9. Property Damage To Borrowed Equipment

Each Occurrence Limit: \$10,000

Deductible Amount: \$ 250

16. Voluntary Property Damage Coverage (Coverage a.) And Care, Custody Or Control Liability Coverage (Coverage b.)

Limits Of Insurance

Coverage a.

\$1,000 Each Occurrence

\$5,000 Aggregate

Coverage b. \$5,000 Each Occurrence unless otherwise stated \$ _____

Deductible Amount (Each Occurrence)

Coverage a. \$250

Coverage b. \$250 unless otherwise stated \$ _____

COVERAGE	PREMIUM BASIS (a) Area (b) Payroll (c) Gross Sales (d) Units (e) Other	RATE (For Limits in Excess of \$5,000)	ADVANCE PREMIUM (For Limits in Excess of \$5,000)
b. Care, Custody Or Control			\$
TOTAL ANNUAL PREMIUM			\$

C. Coverages

1. Employee Benefit Liability Coverage

- a. The following is added to **Section I - Coverages:**

Employee Benefit Liability Coverage

(1) Insuring Agreement

- (a) We will pay those sums that the insured becomes legally obligated to pay as damages caused by any act, error or omission of the insured, or of any other person for whose acts the insured is legally liable, to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend against any "suit" seeking damages to which this insurance does not apply. We may, at our discretion, investigate any report of an act, error or omission and settle any claim or "suit" that may result. But:

- 1) The amount we will pay for damages is limited as described in **Section III - Limits Of Insurance**; and
- 2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under **Supplementary Payments**.

- (b) This insurance applies to damages only if the act, error or omission, is negligently committed in the "administration" of your "employee benefit program"; and
- 1) Occurs during the policy period; or
 - 2) Occurred prior to the "first effective date" of

this endorsement provided:

- a) You did not have knowledge of a claim or "suit" on or before the "first effective date" of this endorsement.

You will be deemed to have knowledge of a claim or "suit" when any "authorized representative";

- i) Reports all, or any part, of the act, error or omission to us or any other insurer;
 - ii) Receives a written or verbal demand or claim for damages because of the act, error or omission; and
- b) There is no other applicable insurance.

(2) Exclusions

This insurance does not apply to:

- (a) **Bodily Injury, Property Damage Or Personal And Advertising Injury**

"Bodily injury", "property damage" or "personal and advertising injury".

- (b) **Dishonest, Fraudulent, Criminal Or Malicious Act**

Damages arising out of any intentional, dishonest, fraudulent, criminal or malicious act, error or omission, committed by any insured, including the willful or reckless violation of any statute.

- (c) **Failure To Perform A Contract**

Damages arising out of failure of performance of contract by any insurer.

(d) Insufficiency Of Funds

Damages arising out of an insufficiency of funds to meet any obligations under any plan included in the "employee benefit program".

(e) Inadequacy Of Performance Of Investment/Advice Given With Respect To Participation

Any claim based upon:

- 1) Failure of any investment to perform;
- 2) Errors in providing information on past performance of investment vehicles; or
- 3) Advice given to any person with respect to that person's decision to participate or not to participate in any plan included in the "employee benefit program".

(f) Workers' Compensation And Similar Laws

Any claim arising out of your failure to comply with the mandatory provisions of any workers' compensation, unemployment compensation insurance, social security or disability benefits law or any similar law.

(g) ERISA

Damages for which any insured is liable because of liability imposed on a fiduciary by the Employee Retirement Income Security Act of 1974, as now or hereafter amended, or by any similar federal, state or local laws.

(h) Available Benefits

Any claim for benefits to the extent that such benefits are available, with reasonable effort and cooperation of the insured, from the applicable funds accrued or other collectible insurance.

(i) Taxes, Fines Or Penalties

Taxes, fines or penalties, including those imposed under the Internal Revenue Code or any similar state or local law.

(j) Employment-Related Practices

Any liability arising out of any:

- (1) Refusal to employ;
- (2) Termination of employment;
- (3) Coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or other employment-related practices, acts or omissions; or
- (4) Consequential liability as a result of (1), (2) or (3) above.

This exclusion applies whether the insured may be held liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

(3) Supplementary Payments

Section I - Coverages, Supplementary Payments - Coverages A And B also apply to this Coverage.

b. Who Is An Insured

As respects **Employee Benefit Liability Coverage, Section II - Who Is An Insured** is replaced by the following:

- (1) If you are designated in the Declarations as:
 - (a) An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
 - (b) A partnership or joint venture, you are an insured. Your members, your part-

ners, and their spouses are also insureds but only with respect to the conduct of your business.

- (c) A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
 - (d) An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
 - (e) A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.
- (2) Each of the following is also an insured:
- (a) Each of your "employees" who is or was authorized to administer your "employee benefit program";
 - (b) Any persons, organizations or "employees" having proper temporary authorization to administer your "employee benefit program" if you die, but only until your legal representative is appointed; or
 - (c) Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.
- (3) Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if no other similar insurance applies to that organi-

zation. However, coverage under this provision:

- (a) Is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and
- (b) Does not apply to any act, error or omission that was committed before you acquired or formed the organization.

c. Limits Of Insurance

As respects **Employee Benefit Liability Coverage, Section III - Limits Of Insurance** is replaced by the following:

- (1) The Limits of Insurance shown in Section **B. Limits Of Insurance, 1. Employee Benefit Liability Coverage** and the rules below fix the most we will pay regardless of the number of:
- (a) Insureds;
 - (b) Claims made or "suits" brought;
 - (c) Persons or organizations making claims or bringing "suits";
 - (d) Acts, errors or omissions; or
 - (e) Benefits included in your "employee benefit program".
- (2) The Aggregate Limit shown in Section **B. Limits Of Insurance, 1. Employee Benefit Liability Coverage** of this endorsement is the most we will pay for all damages because of acts, errors or omissions negligently committed in the "administration" of your "employee benefit program".
- (3) Subject to the limit described in (2) above, the Each Employee Limit shown in Section **B. Limits Of Insurance, 1. Employee Benefit Liability Coverage** of this endorsement is the most we will pay for all damages sustained by any one "employee", including damages sustained by such "employee's" dependents and beneficiaries, as a result of:
- (a) An act, error or omission; or

- (b) A series of related acts, errors or omissions, regardless of the amount of time that lapses between such acts, errors or omissions;

negligently committed in the "administration" of your "employee benefit program".

However, the amount paid under this endorsement shall not exceed, and will be subject to the limits and restrictions that apply to the payment of benefits in any plan included in the "employee benefit program."

(4) Deductible Amount

- (a) Our obligation to pay damages on behalf of the insured applies only to the amount of damages in excess of the Deductible Amount stated in the Declarations as applicable to Each Employee. The limits of insurance shall not be reduced by the amount of this deductible.

- (b) The Deductible Amount stated in the Declarations applies to all damages sustained by any one "employee", including such "employee's" dependents and beneficiaries, because of all acts, errors or omissions to which this insurance applies.

- (c) The terms of this insurance, including those with respect to:

- 1) Our right and duty to defend the insured against any "suits" seeking those damages; and
- 2) Your duties, and the duties of any other involved insured, in the event of an act, error or omission, or claim;

apply irrespective of the application of the Deductible Amount.

- (d) We may pay any part or all of the Deductible Amount to effect settlement of any claim or "suit" and, upon no-

tification of the action taken, you shall promptly reimburse us for such part of the Deductible Amount as we have paid.

d. Additional Conditions

As respects **Employee Benefit Liability Coverage, Section IV - Commercial General Liability Conditions** is amended as follows:

- (1) Item 2. **Duties In The Event Of Occurrence, Offense, Claim Or Suit** is replaced by the following:

2. Duties In The Event Of An Act, Error Or Omission, Or Claim Or Suit

- a. You must see to it that we are notified as soon as practicable of an act, error or omission which may result in a claim. To the extent possible, notice should include:

- (1) What the act, error or omission was and when it occurred; and
- (2) The names and addresses of anyone who may suffer damages as a result of the act, error or omission.

- b. If a claim is made or "suit" is brought against any insured, you must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

- c. You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers re-

ceived in connection with the claim or "suit";

- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of an act, error or omission to which this insurance may also apply.

d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense without our consent.

(2) Item 5. **Other Insurance** is replaced by the following:

5. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when c. below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in b. below.

b. Method Of Sharing

If all of the other insurance permits contribu-

tion by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

c. No Coverage

This insurance shall not cover any loss for which the insured is entitled to recovery under any other insurance in force previous to the effective date of this Coverage Part.

e. Additional Definitions

As respects **Employee Benefit Liability Coverage, Section V - Definitions** is amended as follows:

(1) The following definitions are added:

1. "Administration" means:

- a. Providing information to "employees", including their dependents and beneficiaries, with respect to eligibility for or scope of "employee benefit programs";
- b. Interpreting the "employee benefit programs";
- c. Handling records in connection with the "employee benefit programs"; or
- d. Effecting, continuing or terminating any "employee's" participation in

any benefit included in the "employee benefit program".

However, "administration" does not include:

- a. Handling payroll deductions; or
 - b. The failure to effect or maintain any insurance or adequate limits of coverage of insurance, including but not limited to unemployment insurance, social security benefits, workers' compensation and disability benefits.
2. "Cafeteria plans" means plans authorized by applicable law to allow "employees" to elect to pay for certain benefits with pre-tax dollars.
3. "Employee benefit programs" means a program providing some of all of the following benefits to "employees", whether provided through a "cafeteria plan" or otherwise:
- a. Group life insurance; group accident or health insurance; dental, vision and hearing plans; and flexible spending accounts; provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to those "employees" who satisfy the plan's eligibility requirements;
 - b. Profit sharing plans, employee savings plans, employee stock ownership plans, pension plans and stock subscription plans, provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to all "employees" who are eligible under the plan for such benefits;
- c. Unemployment insurance, social security benefits, workers' compensation and disability benefits; and
 - d. Vacation plans, including buy and sell programs; leave of absence programs, including military, maternity, family, and civil leave; tuition assistance plans; transportation and health club subsidies.
4. "First effective date" means the date upon which coverage was first effected in a series of uninterrupted renewals of insurance coverage.
- (2) The following definitions are deleted in their entirety and replaced by the following:
8. "Employee" means a person actively employed, formerly employed, on leave of absence or disabled, or retired. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
 21. "Suit" means a civil proceeding in which money damages because of an act, error or omission to which this insurance applies are alleged. "Suit" includes:
 - a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent;
 - b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent; or
 - c. An appeal of a civil proceeding.

2. Unintentional Failure To Disclose Hazards

Section IV - Commercial General Liability Conditions, 7. Representations is amended by the addition of the following:

Based on our dependence upon your representations as to existing hazards, if unintentionally you should fail to disclose all such hazards at the inception date of your policy, we will not reject coverage under this Coverage Part based solely on such failure.

3. Damage To Premises Rented To You

a. The last Paragraph of **2. Exclusions** under **Section I - Coverage A - Bodily Injury And Property Damage Liability** is replaced by the following:

Exclusions **c.** through **q.** do not apply to "property damage" by fire, explosion, lightning, smoke or soot to premises while rented to you or temporarily occupied by you with permission of the owner, for which the amount we will pay is limited to the **Damage To Premises Rented To You** Limit as described in **Section III - Limits Of Insurance.**

b. The insurance provided under **Section I - Coverage A - Bodily Injury And Property Damage Liability** applies to "property damage" arising out of water damage to premises that are both rented to and occupied by you.

(1) As respects Water Damage Legal Liability, as provided in Paragraph **3.b.** above:

The exclusions under **Section I - Coverage A - Bodily Injury And Property Damage Liability, 2. Exclusions**, other than **i. War** and the **Nuclear Energy Liability Exclusion (Broad Form)**, are deleted and the following are added:

This insurance does not apply to:

- (a) "Property damage":
 - (i) Assumed in any contract or agreement; or
 - (ii) Caused by or resulting from any of the following:
 - 1) Wear and tear;

- 2) Rust or other corrosion, decay, deterioration, hidden or latent defect or any quality in property that causes it to damage or destroy itself;
- 3) Smog;
- 4) Mechanical breakdown, including rupture or bursting caused by centrifugal force;
- 5) Settling, cracking, shrinking or expansion;
- 6) Nesting or infestation, or discharge or release of waste products or secretions, by insects, birds, rodents or other animals; or
- 7) Presence, growth, proliferation, spread or any activity of fungus, including mold or mildew, and any mycotoxins, spores, scents or byproducts produced or released by fungi.

(b) "Property damage" caused directly or indirectly by any of the following:

- (i) Earthquake, volcanic eruption, landslide or any other earth movement;
- (ii) Water that backs up or overflows or is otherwise discharged from a sewer, drain, sump, sump pump or related equipment;
- (iii) Water under the ground surface pressing on, or flowing or seeping through:
 - 1) Foundations, walls, floors or paved surfaces;

- 2) Basements, whether paved or not; or
- 3) Doors, windows or other openings.

(c) "Property damage" caused by or resulting from water that leaks or flows from plumbing, heating, air conditioning, fire protection systems, or other equipment, caused by or resulting from freezing, unless:

- (i) You did your best to maintain heat in the building or structure; or
- (ii) You drained the equipment and shut off the water supply if the heat was not maintained.

(d) "Property damage" to:

- (i) Plumbing, heating, air conditioning, fire protection systems, or other equipment or appliances; or
- (ii) The interior of any building or structure, or to personal property in the building or structure, caused by or resulting from rain, snow, sleet or ice, whether driven by wind or not.

c. Limit Of Insurance

With respect to the insurance afforded in Paragraphs 3.a. and 3.b. above, the **Damage To Premises Rented To You** Limit as shown in the Declarations is amended as follows:

(1) Paragraph 6. of **Section III - Limits Of Insurance** is replaced by the following:

- 6. Subject to Paragraph 5. above, the **Damage To Premises Rented To You** Limit is the most we will pay under **Coverage A - Bodily Injury And Property Damage Liability** for damages because of "property damage" to any one premises:
 - a. While rented to you, or temporarily occupied by

you with permission of the owner;

b. In the case of damage by fire, explosion, lightning, smoke or soot, while rented to you; or

c. In the case of damage by water, while rented to and occupied by you.

(2) The most we will pay is limited as described in **Section B. Limits Of Insurance, 3. Damage To Premises Rented To You** of this endorsement.

4. Supplementary Payments

Under **Section I - Supplementary Payments - Coverages A And B:**

a. Paragraph 2. is replaced by the following:

Up to the limit shown in **Section B. Limits Of Insurance, 4.a.** Bail Bonds of this endorsement for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

b. Paragraph 4. is replaced by the following:

All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to the limit shown in **Section B. Limits Of Insurance, 4.b.** Loss Of Earnings of this endorsement per day because of time off from work.

5. Medical Payments

The Medical Expense Limit of Any One Person as stated in the Declarations is amended to the limit shown in **Section B. Limits Of Insurance, 5. Medical Payments** of this endorsement.

6. 180 Day Coverage For Newly Formed Or Acquired Organizations

Section II - Who Is An Insured is amended as follows:

Subparagraph a. of Paragraph 3. is replaced by the following:

a. Insurance under this provision is afforded only until the 180th day after

you acquire or form the organization or the end of the policy period, whichever is earlier;

7. Waiver Of Subrogation

Section IV - Commercial General Liability Conditions, 9. Transfer Of Rights Of Recovery Against Others To Us is amended by the addition of the following:

We waive any right of recovery we may have against any person or organization against whom you have agreed to waive such right of recovery in a written contract or agreement because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a written contract or agreement with that person or organization and included in the "products-completed operations hazard". However, our rights may only be waived prior to the "occurrence" giving rise to the injury or damage for which we make payment under this Coverage Part. The insured must do nothing after a loss to impair our rights. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce those rights.

8. Automatic Additional Insured - Specified Relationships

a. The following is added to **Section II - Who Is An Insured**:

(1) Any person(s) or organization(s) described in Paragraph **8.a.(2)** of this endorsement (hereinafter referred to as additional insured) whom you are required to add as an additional insured under this Coverage Part by reason of a written contract, written agreement, written permit or written authorization.

(2) Only the following persons or organizations are additional insureds under this endorsement, and insurance coverage provided to such additional insureds is limited as provided herein:

(a) Managers Or Lessors Of Premises

The manager or lessor of a premises leased to you with whom you have agreed per Paragraph **8.a.(1)** of this endorsement to provide insurance, but only with respect to liability arising out of the ownership, maintenance or

use of that part of the premises leased to you, subject to the following additional exclusions:

This insurance does not apply to:

(i) Any "occurrence" which takes place after you cease to be a tenant in that premises;

(ii) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

(b) Lessor Of Leased Equipment

Any person or organization from whom you lease equipment when you and such person(s) or organization(s) have agreed per Paragraph **8.a.(1)** of this endorsement to provide insurance. Such person(s) or organization(s) are insureds only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s). A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends. However, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

(c) Vendors

Any person or organization (referred to below as vendor) with whom you have agreed per Paragraph **8.a.(1)** of this endorsement to provide insurance, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the

vendor's business, subject to the following additional exclusions:

(i) The insurance afforded the vendor does not apply to:

- 1) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- 2) Any express warranty unauthorized by you;
- 3) Any physical or chemical change in the product made intentionally by the vendor;
- 4) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- 5) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
- 6) Demonstration, installation, servicing

or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

7) Products which, after distribution or sale by you, have been labeled or re-labeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

8) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

a) The exceptions contained in Paragraphs (c) (i) 4) or 6) of this endorsement; or

b) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(ii) This insurance does not apply to any insured person or organization:

- 1) From whom you have acquired such products, or any ingredient, part

or container, entering into, accompanying or containing such products; or

- 2) When liability included within the "products-completed operations hazard" has been excluded under this Coverage Part with respect to such products.

(d) State Or Governmental Agency Or Subdivision Or Political Subdivision - Permits Or Authorizations Relating To Premises

Any state or governmental agency or subdivision or political subdivision with which you have agreed per Paragraph **8.a.(1)** of this endorsement to provide insurance, subject to the following additional provision:

This insurance applies only with respect to the following hazards for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization in connection with premises you own, rent or control and to which this insurance applies:

- (i) The existence, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures; or
- (ii) The construction, erection or removal of elevators; or
- (iii) The ownership, maintenance or use of any elevators covered by this insurance.

(e) Mortgagee, Assignee Or Receiver

Any person or organization with whom you have agreed per Paragraph **8.a.(1)** of this endorsement to provide insurance, but only with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of the premises by you. However, this insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

- (3) The insurance afforded to additional insureds described in Paragraph **8.a.(1)** of this endorsement:

- (a) Only applies to the extent permitted by law; and
- (b) Will not be broader than that which you are required by the written contract, written agreement, written permit or written authorization to provide for such additional insured; and
- (c) Does not apply to any person, organization, vendor, state, governmental agency or subdivision or political subdivision, specifically named as an additional insured under any other provision of, or endorsement added to, this Coverage Part, provided such other provision or endorsement covers the injury or damage for which this insurance applies.

- b. With respect to the insurance afforded to the additional insureds described in Paragraph **8.a.(1)** of this endorsement, the following is added to **Section III - Limits Of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance:

- (1) Required by the written contract, written agreement, written permit or written authorization described

in Paragraph **8.a.(1)** of this endorsement; or

- (2) Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

- c. **Section IV - Commercial General Liability Conditions** is amended to include the following:

Automatic Additional Insured Provision

This insurance applies only if the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed:

- (1) During the policy period; and
- (2) Subsequent to your execution of the written contract or written agreement, or the issuance of a written permit or written authorization, described in Paragraph **8.a.(1)**.

- d. **Section IV - Commercial General Liability Conditions** is amended as follows:

Condition **5. Other Insurance** is amended to include:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured per Paragraph **8.a.(1)** of this endorsement provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract, agreement, permit or authorization described in **8.a.(2)** of this endorsement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

9. Property Damage To Borrowed Equipment

- a. The following is added to **Exclusion 2.j. Damage To Property** under **Sec-**

tion I - Coverage A - Bodily Injury And Property Damage Liability:

Paragraphs **(3)** and **(4)** of this exclusion do not apply to tools or equipment loaned to you, provided they are not being used to perform operations at the time of loss.

- b. With respect to the insurance provided by this section of the endorsement, the following additional provisions apply:

- (1) The Limits of Insurance shown in the Declarations are replaced by the limits designated in **Section B. Limits Of Insurance, 9. Property Damage To Borrowed Equipment** of this endorsement with respect to coverage provided by this endorsement. These limits are inclusive of and not in addition to the limits being replaced. The Limits of Insurance shown in **Section B. Limits Of Insurance, 9. Property Damage To Borrowed Equipment** of this endorsement fix the most we will pay in any one "occurrence" regardless of the number of:

- (a) Insureds;
- (b) Claims made or "suits" brought; or
- (c) Persons or organizations making claims or bringing "suits".

(2) Deductible Clause

- (a) Our obligation to pay damages on your behalf applies only to the amount of damages for each "occurrence" which are in excess of the Deductible Amount stated in **Section B. Limits Of Insurance, 9. Property Damage To Borrowed Equipment** of this endorsement. The limits of insurance will not be reduced by the application of such deductible amount.
- (b) **Section IV - Commercial General Liability Conditions, 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit**, applies to each claim or "suit" irrespective of the amount.

- (c) We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

10. Employees As Insureds - Specified Health Care Services And Good Samaritan Services

Paragraph **2.a.(1)(d)** under **Section II - Who Is An Insured** does not apply to:

- a. Your "employees" who provide professional health care services on your behalf as a duly licensed nurse, emergency medical technician or paramedic in the jurisdiction where an "occurrence" or offense to which this insurance applies takes place; or
- b. Your "employees" or "volunteer workers", other than an employed or volunteer doctor, providing first aid or good samaritan services during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

11. Broadened Notice Of Occurrence

Paragraph **a.** of Condition **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit** under **Section IV - Commercial General Liability Conditions** is replaced by the following:

- a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:
 - (1) How, when and where the "occurrence" or offense took place;
 - (2) The names and addresses of any injured persons and witnesses; and
 - (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

This requirement applies only when the "occurrence" or offense is known to an "authorized representative".

12. Nonowned Aircraft

The following is added to **Exclusion 2.g. Aircraft, Auto Or Watercraft** under **Section I - Coverage A - Bodily Injury And Property Damage Liability**:

This exclusion does not apply to an aircraft you do not own, provided that:

- a. The pilot in command holds a current effective certificate, issued by a duly constituted authority of the United States of America or Canada, designating that person as a commercial or airline transport pilot;
- b. The aircraft is rented with a trained, paid crew; and
- c. The aircraft does not transport persons or cargo for a charge.

13. Bodily Injury Redefined

Section V - Definitions, 4. "Bodily injury" is replaced by the following:

- 4. "Bodily injury" means bodily harm or injury, sickness, disease, disability, humiliation, shock, fright, mental anguish or mental injury, including care, loss of services or death resulting from any of these at any time.

14. Expected Or Intended Injury Redefined

The last sentence of **Exclusion 2.a. Expected Or Intended Injury** under **Section I - Coverage A - Bodily Injury And Property Damage Liability** is replaced by the following:

This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

15. Former Employees As Insureds

The following is added to Paragraph **2.** under **Section II - Who Is An Insured**:

- 2. Each of the following is also an insured:

Any of your former "employees", directors, managers, members, partners or "executive officers", including but not limited to retired, disabled or those on leave of absence, but only for acts within the scope of their employment by you or for duties related to the conduct of your business.

16. Voluntary Property Damage Coverage

a. Coverage D - Voluntary Property Damage Coverage

Section I - Coverages is amended to include the following:

(1) Insuring Agreement

- (a) We will pay the cost to repair or replace "property damage" to property of others arising out of operations incidental to your business when:

- 1) Damage is caused by you; or
- 2) Damage occurs while in your possession.

At your written request, we will make this payment regardless of whether you are at fault for the "property damage".

If you, at our request, replace, or make any repairs to, damaged property of others, the amount we will pay under **Voluntary Property Damage Coverage** will be determined by your actual cost to replace or repair the damaged property, excluding any profit or overhead.

Any payment we make under **Voluntary Property Damage Coverage** shall not be interpreted as an admission of liability by you or by us.

It shall be your duty, not our duty, to defend any claim or "suit" to which this insurance applies.

No other obligation or liability to pay sums or perform acts or services is covered.

- (b) This insurance applies to "property damage" only if:

- 1) The "property damage" takes place in the "coverage territory"; and
- 2) The "property damage" occurs during the policy period.

(2) Exclusions

This insurance does not apply to "property damage" that would be excluded by **Coverage A - Bodily Injury And Property Damage Liability, 2. Exclusions**, except for **j. Damage To Property**, paragraphs (3), (4), (5) and (6), **k. Damage To Your Product**, and **l. Damage To Your Work**.

(3) Definitions

For purposes of **Voluntary Property Damage Coverage** only, the following definitions under **Section V - Definitions** are replaced by the following:

16. "Occurrence" means an incident, including continuous or repeated exposure to substantially the same general harmful conditions that result in "property damage".

20. "Property damage" means physical injury to tangible property. "Electronic data" is not tangible property, and "property damage" does not include disappearance, abstraction or theft.

b. Care, Custody Or Control Liability Coverage

For purposes of the coverage provided by **Care, Custody Or Control Liability Coverage** in this endorsement only:

(1) **Section I - Coverage A - Bodily Injury And Property Damage Liability, 2. Exclusions, j. Damage To Property**, Subparagraphs (3), (4) and (5) do not apply to "property damage" to the property of others described therein.

(2) It shall be your duty, not our duty, to defend any claim or "suit" to which this insurance applies.

No other obligation or liability to pay sums or perform acts or services is covered.

This Paragraph (2) supersedes any provision in the Coverage Part to the contrary.

(3) "Property damage" for which **Care, Custody Or Control Liability Coverage** provides cover-

age shall be deemed to be caused by an "occurrence" but shall not serve to limit or restrict the applicability of any exclusion for "property damage" under this Coverage Part.

c. Limits Of Insurance And Deductibles

For purposes of the coverage provided by **Voluntary Property Damage Coverage and Care, Custody Or Control Liability Coverage, Section III - Limits Of Insurance** is amended to include the following:

(1) The Limits of Insurance shown in the Declarations are replaced by the limits designated in **Section B. Limits Of Insurance, 16. Voluntary Property Damage Coverage And Care, Custody Or Control Liability Coverage**, in this endorsement. These limits are inclusive of, and not in addition to, the limits being replaced. The Limits of Insurance shown in the Schedule fix the most we will pay regardless of the number of:

- (a) Insureds;
- (b) Claims made or "suits" brought; or
- (c) Persons or organizations making claims or bringing "suits".

(2) (a) Subject to (3) below, the **Voluntary Property Damage Coverage**, Each Occurrence Limit Of Insurance is the most we will pay for the sum of damages under **Voluntary Property Damage Coverage**;

(b) The **Care, Custody Or Control Liability Coverage**, Each Occurrence Limit Of Insurance is the most we will pay for the sum of damages under **Care, Custody Or Control Liability Coverage**;

because of all "property damage" arising out of any one "occurrence".

(3) The **Voluntary Property Damage Coverage**, Aggregate Limit Of Insurance is the most we will pay for the sum of all damages under **Voluntary Property Damage Coverage**. This limit applies separately to each "coverage term".

(4) Deductible Clause

(a) Our obligation to pay damages on your behalf applies only to the amount of damages for each "occurrence" which are in excess of the Deductible Amount stated for the applicable coverage in the Schedule. The limits of insurance will not be reduced by the application of such Deductible Amount.

(b) **Section IV - Commercial General Liability Conditions, 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit**, applies to each claim or "suit" irrespective of the amount.

(c) We may pay any part or all of the Deductible Amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the Deductible Amount as has been paid by us.

17. Broadened Contractual Liability - Work Within 50' Of Railroad Property

Section V - Definitions, 12. "Insured contract" is amended as follows:

- a. Paragraph c. is replaced by the following:
 - c. Any easement or license agreement;
- b. Paragraph f.(1) is deleted in its entirety.

18. Alienated Premises

Exclusion 2.j. Damage to Property, Paragraph (2) under **Section I - Coverage A - Bodily Injury And Property Damage Liability** does not apply if the premises are "your work".

CCB LICENSE SUMMARY FOR:
CARTELLO CONSTRUCTION INC
License Number: 191837

GENERAL INFORMATION

License Number: 191837 **SEE ALSO :** [152667](#)

License Status: [Active](#)

Date First Licensed: 9/13/2010

Name: CARTELLO CONSTRUCTION INC

**Final Orders Discharged in
Bankruptcy:** \$0.00

Unpaid DRS Final Orders: \$0.00 **Orders Or Arbitration
Awards on Appeal:** 0

**Delinquent Disciplinary Final
Orders:** \$0.00

Click the following summaries:

CCB Business Detail Record:	<input type="button" value="Go"/>	CCB Disciplinary Actions:	<input type="button" value="Go"/>
CCB Administrative License Actions:	<input type="button" value="Go"/>	CCB Dispute Resolution Services (DRS) Summary:	<input type="button" value="Go"/>
		Summary of Unpaid CCB Orders:	<input type="button" value="Go"/>

For additional license information:

- [Associated licenses for plumbing and electrical- Building Codes Division](#)
- [Search licenses for landscape businesses- Landscape Contractor Board](#)
- [Search Workers Compensation Insurance Data \(DCBS Web Site\)](#)



STATE OF OREGON

STATUTORY PUBLIC WORKS BOND

Surety bond #: 505453C

CCB # (if applicable): 191837

We, Cartello Construction Inc.
Developers Surety and Indemnity Company, as principal, and
business in the State of Oregon, as surety, are held and firmly bound unto the State of Oregon for the use and benefit of the Oregon
Bureau of Labor and Industries (BOLI) in the sum of thirty thousand dollars (\$30,000) lawful money of the United States of America
to be paid as provided in ORS chapter 279C, as amended by Oregon Laws 2005, chapter 360, for which payment well and truly to be
made, we bind ourselves, our heirs, personal representatives, successors and assigns, jointly and severally, firmly by this agreement.

WHEREAS, the above-named principal wishes to be eligible to work on public works project(s) subject to the provisions of ORS chapter
279C, as amended by Oregon Laws 2005, chapter 360, and is, therefore, required to obtain and file a statutory public works bond in
the penal sum of \$30,000 with good and sufficient surety as required pursuant to the provisions of section 2, chapter 360, Oregon Laws
2005, conditioned as herein set forth.

NOW, THEREFORE, the conditions of the foregoing obligations are that if said principal with regard to all work done by the principal
as a contractor or subcontractor on public works project(s), shall pay all claims ordered by BOLI against the principal to workers
performing labor upon public works projects for unpaid wages determined to be due, in accordance with ORS chapter 279C, as amended
by Oregon Laws 2005, chapter 360, and OAR Chapter 839, then this obligation shall be void; otherwise to remain in full force and effect.

This bond is for the exclusive purpose of payment of wage claims ordered by BOLI to workers performing labor upon public works
projects in accordance with ORS chapter 279C, as amended by Oregon Laws 2005, chapter 360.

This bond shall be one continuing obligation, and the liability of the surety for the aggregate of any and all claims which may arise
hereunder shall in no event exceed the amount of the penalty of this bond.

This bond shall become effective on the date it is executed by both the principal and surety and shall continuously remain in effect until
depleted by claims paid under ORS chapter 279C, as amended by Oregon Laws 2005, chapter 360, unless the surety sooner cancels the
bond. This bond may be cancelled by the surety and the surety be relieved of further liability for work performed on contracts entered
after cancellation by giving 30 days' written notice to the principal, the Construction Contractors Board, and BOLI. Cancellation shall
not limit the responsibility of the surety for the payment of claims ordered by BOLI relating to work performed during the work period
of a contract entered into before cancellation of this bond.

IN WITNESS WHEREOF, the principal and surety execute this agreement. The surety fully authorizes its representatives in the State
of Oregon to enter into this obligation.


SIGNED, SEALED AND DATED this 12th day of December, 2014

Surety by: Developers Surety and Indemnity Company

Principal by: Cartello Construction Inc.

Developers Surety and Indemnity Company (Seal)
Company Name

Cartello Construction Inc.
Name


Signature Noe Guerrero


Signature

Attorney-in-Fact
Title (e.g. Attorney-in-Fact)

President
Title

SEND BOND TO: **Construction Contractors Board**
PO Box 14140
Salem, OR 97309-5052
Telephone: (503) 378-4621

896 S. Ivy Street
Address

Canby OR 97013
City State Zip

**POWER OF ATTORNEY FOR
DEVELOPERS SURETY AND INDEMNITY COMPANY
INDEMNITY COMPANY OF CALIFORNIA
PO Box 19725 IRVINE CA 92623 (949) 263-3300**

KNOW ALL BY THESE PRESENTS that except as expressly limited, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, do each hereby make constitute and appoint

Kevin J. Jackson, Noe Guerrero, Thomas M. Cimino, Beverly McCoy, Regan James, jointly or severally

as their true and lawful Attorney(s)-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said corporations, as sureties, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney(s)-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said corporations could do, but reserving to each of said corporations full power of substitution and revocation, and all of the acts of said Attorney(s)-in-Fact, pursuant to these presents, are hereby ratified and confirmed.

This Power of Attorney is granted and is signed by facsimile under and by authority of the following resolutions adopted by the respective Boards of Directors of DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, effective as of January 1st, 2008.

RESOLVED, that a combination of any two of the Chairman of the Board, the President, Executive Vice-President, Senior Vice-President or any Vice President of the corporations be, and that each of them hereby is, authorized to execute this Power of Attorney, qualifying the attorney(s) named in the Power of Attorney to execute, on behalf of the corporations, bonds, undertakings and contracts of suretyship; and that the Secretary or any Assistant Secretary of either of the corporations be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney;

RESOLVED FURTHER, that the signatures of such officers may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures shall be valid and binding upon the corporations when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA have severally caused these presents to be signed by their respective officers and attested by their respective Secretary or Assistant Secretary this November 21, 2013

By: *Daniel Young*
Daniel Young, Senior Vice-President

By: *Mark J. Lansdon*
Mark J. Lansdon, Vice-President



State of California
County of Orange

On November 21, 2013 before me, Antonio Alvarado, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Daniel Young and Mark J. Lansdon
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

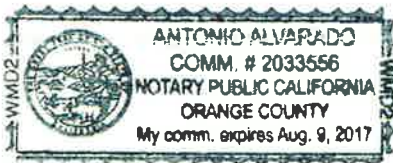
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Antonio Alvarado

Antonio Alvarado, Notary Public



Place Notary Seal Above

CERTIFICATE

The undersigned, as Secretary or Assistant Secretary of DEVELOPERS SURETY AND INDEMNITY COMPANY or INDEMNITY COMPANY OF CALIFORNIA, does hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked and, furthermore, that the provisions of the resolutions of the respective Boards of Directors of said corporations set forth in the Power of Attorney are in force as of the date of this Certificate.

This Certificate is executed in the City of Irvine, California, this 12th day of December 2014

By: *Cassie J. Berrisford*
Cassie J. Berrisford, Assistant Secretary

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above
Cartello Construction Inc.

Check appropriate box for federal tax classification (required):
 Individual/sole proprietor C Corporation S Corporation Partnership Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____

Other (see instructions) ▶ _____

Exempt payee

Address (number, street, and apt. or suite no.)
P.O. Box 2405

City, state, and ZIP code
Oregon City, OR 97045

List account number(s) here (optional)

Requester's name and address (optional)

Print or type
See Specific Instructions on page 2.

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number	

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶ *Justin Deuel* Date ▶ 6-4-19

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/12/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER The Leavitt Group of Boise, Inc. 6220 N. Discovery Way, Ste 100 Boise ID 83713	CONTACT NAME: Robyn Greene	
	PHONE (A/C, No, Ext): (208) 672-6160 FAX (A/C, No): (866) 429-3119 E-MAIL ADDRESS: robyn-greene@leavitt.com	
INSURED Cartello Construction Inc. PO Box 2405 Oregon City OR 97045	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Cincinnati Insurance Company	10677
	INSURER B: Worldwide Facilities, Inc.	B0997
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES **CERTIFICATE NUMBER:** 18/19 Master **REVISION NUMBER:**


THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR VWD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			EFP0208830	9/13/2018	9/13/2019	EACH OCCURRENCE \$ 1,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER					
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS			EFP0208830	9/13/2018	9/13/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
		<input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE			EFP0208830	9/13/2018	9/13/2019	EACH OCCURRENCE \$ 5,000,000
		DED <input checked="" type="checkbox"/> RETENTION \$					
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			I81384180ALI	9/13/2018	9/13/2019	PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
		Y/N <input type="checkbox"/> N/A					
B	Excess GL, Auto						Limit \$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

State of Oregon, Oregon Transportation Commission and it's members, and Oregon Department of Transportation and its officers, agents, and employees; Morrow County and its officers, agents, and employees; Morrow County Board of Commissioners; and Ferguson Surveying & Engineering are included as additional insured in regards to General Liability where required by written contract.

CERTIFICATE HOLDER**CANCELLATION**

spointer@co.morrow.or.us Morrow County Public Works 365 West Hwy 74 PO Box 428 Lexington, OR 97839	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Ted Rice/ROGEE 
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Oregon Workers' Compensation Certificate of Insurance



Certificate holder:

MORROW COUNTY PUBLIC WORKS
365 WEST HWY 74
PO BOX 428
LEXINGTON, OR 97839-0000

The policy of insurance listed below has been issued to the insured named below for the policy period indicated. The insurance afforded by this policy is subject to all the terms, exclusions and conditions of such policy; this policy is subject to change or cancellation at any time.

Insured	Producer/contact
Crestwood Inc 33470 SW Chinook Plz Ste 207 Scappoose, Or 97056-3726	Pacific Risk Management Inc Ted Rice 503.399.2100 info@pacificrisk.com

Issued	06/12/2019	Limits of liability	
Policy	901324	Bodily Injury by Accident	\$1,000,000 each accident
Period	06/01/2019 to 06/01/2020	Bodily Injury by Disease	\$1,000,000 each employee
		Body Injury by Disease	\$1,000,000 policy limit

Description of operations/locations/special items

Important

This certificate is issued as a matter of information only and confers no rights to the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policies above. This certificate does not constitute a contract between the issuing insurer, authorized representative or producer and the certificate holder.

Authorized representative

A handwritten signature in black ink that reads "Kerry Barnett".

Kerry Barnett
President and CEO

400 High Street SE
Salem, OR 97312
P: 800.285.8525
F: 503.584.9812

AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

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

This is a grant that is applied for every two years. This is a Federal grant administered by ODOT Rail and Public Transit Division. This is a reimbursement type grant with the match for this grant coming from the Special Transportation Fund. This grant covers the maintenance of The Loop Morrow County Transportation vehicles, \$12,000.00 a year goes to Kayak to help cover their expenses coming in to Irrigon, and this also covers part of the coordinator's salary. This is a big grant that is used to help with the cost of operating The Loop Morrow County Transportation.

2. FISCAL IMPACT:

With out this grant The Loop Morrow County Transportation would not be to cover all of the costs associated with operating the program.

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

Move to sign Oregon Department of Transportation Rail and Public Transit Division Grant Agreement 33587 for a total of \$136,345.00 beginning July 1, 2019 and expiring on June 30, 2021

Attach additional background documentation as needed.

RAIL AND PUBLIC TRANSIT DIVISION OREGON DEPARTMENT OF TRANSPORTATION

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

AGREEMENT

1. **Effective Date.** This Agreement shall become effective on the later of **July 1, 2019** or the date when this Agreement is fully executed and approved as required by applicable law. Unless otherwise terminated or extended, Grant Funds under this Agreement shall be available for Project Costs incurred on or before **June 30, 2021** (Expiration Date). No Grant Funds are available for any expenditures after the Expiration Date. State's obligation to disburse Grant Funds under this Agreement shall end as provided in Section 10 of this Agreement.
2. **Agreement Documents.** This Agreement consists of this document and the following documents, all of which are attached hereto and incorporated herein by reference:

Exhibit A: Project Description and Budget

Exhibit B: Financial Information

Exhibit C: Subcontractor Insurance

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

Exhibit E: Information required by 2 CFR 200.331(a), may be accessed at <http://www.oregon.gov/odot/pt/>, Oregon Public Transit Information System (OPTIS), as the information becomes available

In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence shall control. The precedence of each of the documents comprising this Agreement is as follows, listed from highest precedence to lowest precedence: Exhibit D; Exhibit E; this Agreement without Exhibits; Exhibit A; Exhibit B; Exhibit C.

3. **Project Cost; Grant Funds; Match.** The total project cost is estimated at **\$136,345.00**. In accordance with the terms and conditions of this Agreement, State shall provide Recipient an amount not to exceed **\$122,342.00** in Grant Funds for eligible costs described in Section 6.a. hereof. Recipient shall provide matching funds for all Project Costs as described in Exhibit A.
4. **Project.** The Grant Funds shall be used solely for the Project described in Exhibit A and shall not be used for any other purpose. No Grant Funds will be disbursed for any changes to the Project unless such changes are approved by State by amendment pursuant to Section 11.d hereof.
5. **Progress Reports.** Recipient shall submit quarterly progress reports to State no later than 45 days after the close of each quarterly reporting period. Reporting periods are July through September, October through December, January through March, and April through June. Reports must be in a format acceptable to State and must be entered into the Oregon Public Transit Information System (OPTIS), which may be accessed at <http://www.oregon.gov/odot/pt/>. If Recipient is unable to access OPTIS, reports must be delivered to ODOTPTDReporting@odot.state.or.us. Reports shall include a statement of revenues and expenditures for each quarter, including documentation of local match contributions and expenditures. State reserves the right to request such additional information as may be

necessary to comply with federal or state reporting requirements.

6. Disbursement and Recovery of Grant Funds.

- a. **Disbursement Generally.** State shall reimburse eligible costs incurred in carrying out the Project, up to the Grant Fund amount provided in Section 3. Reimbursements shall be made by State within 30 days of State's approval of a request for reimbursement from Recipient using a format that is acceptable to State. Requests for reimbursement must be entered into OPTIS or sent to ODOTPTDReporting@odot.state.or.us. Eligible costs are the reasonable and necessary costs incurred by Recipient, or under a subagreement described in Section 9.a. of this Agreement, in performance of the Project and that are not excluded from reimbursement by State, either by this Agreement or by exclusion as a result of financial review or audit.
- b. **Conditions Precedent to Disbursement.** State's obligation to disburse Grant Funds to Recipient is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:
 - i. State has received funding, appropriations, limitations, allotments or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to make the disbursement.
 - ii. Recipient is in compliance with the terms of this Agreement including, without limitation, Exhibit D and the requirements incorporated by reference in Exhibit D.
 - iii. Recipient's representations and warranties set forth in Section 7 hereof are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.
 - iv. Recipient has provided to State a request for reimbursement using a format that is acceptable to and approved by State. Recipient must submit its final request for reimbursement following completion of the Project and no later than 60 days after the Expiration Date. Failure to submit the final request for reimbursement within 60 days after the Expiration Date could result in non-payment.
- c. **Recovery of Grant Funds.** Any funds disbursed to Recipient under this Agreement that are expended in violation or contravention of one or more of the provisions of this Agreement ("Misexpended Funds") or that remain unexpended on the earlier of termination or expiration of this Agreement must be returned to State. Recipient shall return all Misexpended Funds to State promptly after State's written demand and no later than 15 days after State's written demand. Recipient shall return all Unexpended Funds to State within 14 days after the earlier of expiration or termination of this Agreement.

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

- a. **Organization and Authority.** Recipient is duly organized and validly existing under the laws of the State of Oregon and is eligible to receive the Grant Funds. Recipient has full power, authority, and legal right to make this Agreement and to incur and perform its obligations hereunder, and the making and performance by Recipient of this Agreement (1) have been duly authorized by all necessary action of Recipient and (2) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of Recipient's Articles of Incorporation or Bylaws, if applicable, (3) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Recipient is a party or by which Recipient or any of its properties may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Recipient of this Agreement.
- b. **Binding Obligation.** This Agreement has been duly executed and delivered by Recipient and constitutes a legal, valid and binding obligation of Recipient, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.
- c. **No Solicitation.** Recipient's officers, employees, and agents shall neither solicit nor

accept gratuities, favors, or any item of monetary value from contractors, potential contractors, or parties to subagreements, except as permitted by applicable law. No member or delegate to the Congress of the United States or State of Oregon employee shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

- d. **No Debarment.** Neither Recipient nor its principals is presently debarred, suspended, or voluntarily excluded from this federally-assisted transaction, or proposed for debarment, declared ineligible or voluntarily excluded from participating in this Agreement by any state or federal agency. Recipient agrees to notify State immediately if it is debarred, suspended or otherwise excluded from this federally-assisted transaction for any reason or if circumstances change that may affect this status, including without limitation upon any relevant indictments or convictions of crimes.

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

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

- a. **Records, Access to Records and Facilities.** Recipient shall make and retain proper and complete books of record and account and maintain all fiscal records related to this Agreement and the Project in accordance with all applicable generally accepted accounting principles, generally accepted governmental auditing standards and state minimum standards for audits of municipal corporations. Recipient shall require that each of its subrecipients and subcontractors complies with these requirements. State, the Secretary of State of the State of Oregon (Secretary), the United States Department of Transportation (USDOT), the Federal Transit Administration (FTA) and their duly authorized representatives shall have access to the books, documents, papers and records of Recipient that are directly related to this Agreement, the funds provided hereunder, or the Project for the purpose of making audits and examinations. In addition, State, the Secretary, USDOT, FTA and their duly authorized representatives may make and retain excerpts, copies, and transcriptions of the foregoing books, documents, papers, and records. Recipient shall permit authorized representatives of State, the Secretary, USDOT and FTA to perform site reviews of the Project, and to inspect all vehicles, real property, facilities and equipment purchased by Recipient as part of the Project, and any transportation services rendered by Recipient.
- b. **Retention of Records.** Recipient shall retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement, the Grant Funds or the Project for a minimum of six (6) years, or such longer period as may be required by other provisions of this Agreement or applicable law, following the Expiration Date. If there are unresolved audit questions at the end of the six-year period, Recipient shall retain the records until the questions are resolved.
- c. **Expenditure Records.** Recipient shall document the expenditure of all Grant Funds disbursed by State under this Agreement. Recipient shall create and maintain all expenditure records in accordance with generally accepted accounting principles and in sufficient detail to permit State to verify how the Grant Funds were expended.
- d. **Audit Requirements.**
 - i. Recipients receiving federal funds in excess of \$750,000 are subject to audit conducted in accordance with the provisions of 2 CFR part 200, subpart F. Recipient, if subject to this requirement, shall at Recipient's own expense submit to State, Rail and Public Transit Division, 555 13th Street NE, Suite 3, Salem, Oregon, 97301-4179 or to ODOTPTDReporting@odot.state.or.us, a copy of, or electronic link to, its annual audit subject to this requirement covering the funds expended under this Agreement and shall submit or cause to be submitted, the annual audit of any subrecipient(s), contractor(s), or subcontractor(s) of Recipient responsible for the financial management of funds received under this Agreement.
 - ii. Recipient shall save, protect and hold harmless State from the cost of any audits or special investigations performed by the Secretary with respect to the funds expended under this Agreement. Recipient acknowledges and agrees that any audit costs incurred by Recipient as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between Recipient and State.

9. Recipient Subagreements and Procurements

- a. **Subagreements.** Recipient may enter into agreements with sub-recipients, contractors or subcontractors (collectively, "subagreements") for performance of the Project.
 - i. All subagreements must be in writing executed by Recipient and must incorporate and pass through all of the applicable requirements of this Agreement to the other party or parties to the subagreement(s). Use of a subagreement does not relieve Recipient of its responsibilities under this Agreement.
 - ii. Recipient agrees to provide State with a copy of any signed subagreement upon request by State. Any substantial breach of a term or condition of a subagreement relating to funds covered by this Agreement must be reported by Recipient to State within ten (10) days of its being discovered.
- b. Recipient shall review the *Best Practices Procurement Manual*, a technical assistance manual prepared by the FTA, available on the FTA website: www.fta.dot.gov/grants/13054_6037.html
- c. **Subagreement indemnity; insurance**

Recipient's subagreement(s) shall require the other party to such subagreements(s) that is not a unit of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless State and its officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the other party to Recipient's subagreement or any of such party's officers, agents, employees or subcontractors ("Claims"). It is the specific intention of the Parties that the State shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the State, be indemnified by the other party to Recipient's subagreement(s) from and against any and all Claims.

Any such indemnification shall also provide that neither Recipient's subrecipient(s), contractor(s) nor subcontractor(s) (collectively "Subrecipients"), nor any attorney engaged by Recipient's Subrecipient(s), shall defend any claim in the name of the State or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State may, at any time at its election, assume its own defense and settlement in the event that it determines that Recipient's Subrecipient is prohibited from defending State or that Recipient's Subrecipient is not adequately defending State's interests, or that an important governmental principle is at issue or that it is in the best interests of State to do so. State reserves all rights to pursue claims it may have against Recipient's Subrecipient if State elects to assume its own defense.

Recipient shall require the other party, or parties, to each of its subagreements that are not units of local government as defined in ORS 190.003 to obtain and maintain insurance of the types and in the amounts provided in Exhibit C to this Agreement. Any insurance obtained by the other party to Recipient's subagreements, if any, shall not relieve Recipient of the requirements of Section 11 of this Agreement. The other party to any subagreement with Recipient, if the other party employs subject workers as defined in ORS 657.027, must obtain Workers Compensation Coverage as described in Exhibit C.

- d. **Procurements.** Recipient shall make purchases of any equipment, materials, or services for the Project under procedures that comply with Oregon law, as applicable, including all applicable provisions of the Oregon Public Contracting Code and rules, and in conformance to FTA Circular 4220.1F, Third Party Contracting Requirements including:
 - i. all applicable clauses required by federal statute, executive orders and their implementing regulations are included in each competitive procurement;
 - ii. all procurement transactions are conducted in a manner providing full and open competition;

- iii. procurements exclude the use of statutorily or administratively imposed in-state or geographic preference in the evaluation of bids or proposals (with exception of locally controlled licensing requirements);
- iv. construction, architectural and engineering procurements are based on Brooks Act procedures unless the procurement is subject to ORS 279C.100 to 279C.125.

10. Termination

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

11. General Provisions

- a. **Contribution.** If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against State or Recipient with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.

With respect to a Third Party Claim for which State is jointly liable with Recipient (or would be if joined in the Third Party Claim), State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Recipient in such proportion as is appropriate to reflect the relative fault of the State on the one hand and of the Recipient on the other

hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of State on the one hand and of Recipient on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if State had sole liability in the proceeding.

With respect to a Third Party Claim for which Recipient is jointly liable with State (or would be if joined in the Third Party Claim), Recipient shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by State in such proportion as is appropriate to reflect the relative fault of Recipient on the one hand and of State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Recipient on the one hand and of State on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Recipient's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.

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

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

- g. **Notices.** Except as otherwise expressly provided in this Agreement, any communications between the Parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, email, or mailing the same, postage prepaid, to Recipient Contact or State Contact at the address or number set forth

on the signature page of this Agreement, or to such other addresses or numbers as either Party may hereafter indicate pursuant to this Section 11.g. Any communication or notice personally delivered shall be deemed to be given when actually delivered. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine, and to be effective against State, such facsimile transmission must be confirmed by telephone notice to State Contact. Any communication by email shall be deemed to be given when the recipient of the email acknowledges receipt of the email. Any communication or notice mailed shall be deemed to be given when received.

- h. **Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between State (or any other agency or department of the State of Oregon) and Recipient that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County in the State of Oregon. In no event shall this section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. EACH PARTY HEREBY CONSENTS TO THE EXCLUSIVE JURISDICTION OF SUCH COURT, WAIVES ANY OBJECTION TO VENUE, AND WAIVES ANY CLAIM THAT SUCH FORUM IS AN INCONVENIENT FORUM.
- i. **Compliance with Law.** Recipient shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to the implementation of the Project, as applicable to Recipient, including without limitation as described in Exhibit D. Without limiting the generality of the foregoing, Recipient expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.
- j. **Insurance; Workers' Compensation.** All employers, including Recipient, 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. Employer's liability insurance with coverage limits of not less than \$500,000 must be included. Recipient shall ensure that each of its subrecipient(s), contractor(s), and subcontractor(s) complies with these requirements.
- k. **Independent Contractor.** Recipient shall perform the Project as an independent contractor and not as an agent or employee of State. Recipient has no right or authority to incur or create any obligation for or legally bind State in any way. State cannot and will not control the means or manner by which Recipient performs the Project, except as specifically set forth in this Agreement. Recipient is responsible for determining the appropriate means and manner of performing the Project. Recipient acknowledges and agrees that Recipient is not an "officer", "employee", or "agent" of State, as those terms are used in ORS 30.265, and shall not make representations to third parties to the contrary.
- l. **Severability.** If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.
- m. **Counterparts.** This Agreement may be executed in two or more counterparts (by facsimile or otherwise), each of which is an original and all of which together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.
- n. **Integration and Waiver.** This Agreement, including all Exhibits, constitutes the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. The delay or failure of either Party to enforce any provision of

this Agreement shall not constitute a waiver by that Party of that or any other provision. Recipient, by the signature below of its authorized representative, hereby acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

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

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

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

SIGNATURE PAGE TO FOLLOW

Morrow County/State of Oregon
Agreement No. 33587

Morrow County, by and through its

Board of Commissioners

By _____

Name Jim Doherty, Chair

Date _____

By _____

Name Melissa Lindsay, Commissioner

Date _____

By _____

Name Don Russell, Commissioner

Date _____

APPROVED AS TO LEGAL SUFFICIENCY

By _____

Recipient's Legal Counsel

Date _____

State Contact:

Frank Thomas
555 13th St. NE
Salem, OR 97301-4179
1 (541)963-1362
Frank.THOMAS@odot.state.or.us

State of Oregon, by and through its

Department of Transportation

By _____

H.A. (Hal) Gard

Rail and Public Transit Division Administrator

Date _____

APPROVAL RECOMMENDED

By Frank Thomas

Date 06/12/2019

APPROVED AS TO LEGAL SUFFICIENCY

(For funding over \$150,000)

N/A

Recipient Contact:

Anita Pranger

P.O. Box 495

Heppner, OR 97836

1 (541)676-5667

apranger@co.morrow.or.us

EXHIBIT A

Project Description and Budget

Project Description/Statement of Work

Project Title: 5310 Morrow County 33587				
<i>Mobility Management, Preventive Maintenance, Purchased Service</i>				
Item #1: Mobility Management - 5302(a)(1)(L)				
	Total	Grant Amount	Local Match	Match Type(s)
	\$84,000.00	\$75,373.00	\$8,627.00	State Funds
Item #1: Preventative Maintenance				
	Total	Grant Amount	Local Match	Match Type(s)
	\$28,345.00	\$25,434.00	\$2,911.00	State Funds
Item #1: Contracted Service (5310 only)				
	Total	Grant Amount	Local Match	Match Type(s)
	\$24,000.00	\$21,535.00	\$2,465.00	State Funds
Sub Total	\$136,345.00	\$122,342.00	\$14,003.00	
Grand Total	\$136,345.00	\$122,342.00	\$14,003.00	

• 1. BACKGROUND

Mobility Management

Mobility management projects are planning, training, and management activities for improving coordination among public transportation service providers, including human service agencies and private providers. These projects build coordination among existing public transportation providers and increase service options that would not otherwise be available for seniors and individuals with disabilities.

2. PROJECT DESCRIPTION

Mobility Management

Provide funding for one or more projects to provide travel orientation to seniors and individuals with disabilities residing in supported care facilities; to investigate and evaluate various software applications available for coordinating trips; and to evaluate Recipient's bus stops to identify accessibility issues.

Recipient will oversee and monitor the services and performance of any consultants or contractors used in the project.

Preventive Maintenance

Provide funding for preventive maintenance on vehicles in the provision of public transportation. Proper maintenance ensures assets are kept in good condition per manufacturer's recommendations and that safety standards are met.

Preventive maintenance reimbursed in this Agreement is for assets used in the provision of public transportation services for the general public, seniors, or individuals with disabilities. This Agreement does not provide for maintenance on staff vehicles, vehicles used for business of Recipient, or maintenance vehicles.

Purchased Services

Provide funding to purchase service to provide public transportation to seniors and individuals with disabilities, and the general public, in and around Heppner, Oregon and to support the administrative costs required to manage the service contract.

3. PROJECT DELIVERABLES, TASKS and PERFORMANCE MEASURES

Mobility Management

Recipient will coordinated trips in and between Morrow and surrounding counties; reduce gaps between modes and providers; and provide public outreach educating passengers and stakeholders on the use of transit services.

Funding will allow Recipient to develop and deploy a knowledgeable staff member who assists passengers and the larger communities served with accessing public transit services, moving between modes and providers, and providing the hands-on services necessary to raise the profile of mobility services available in the service area.

The goal of this project is to improve access to transportation by providing supportive education in a safe environment.

Gaps in Service Filled: for the purposes of this project, Unduplicated Passenger or Client Count (UPC) is defined as the actual or estimated number of individuals served who are a) all passengers or other project clients; and b) seniors and individuals with disabilities, who are provided mobility services developed by this project. Individuals served can include transit passengers and/or persons served through mobility training. Recipient will track and report the UPC. Methodology for identifying the UPC is at the discretion of the Recipient, and shall be documented in writing and provided with the quarterly progress report.

*Number of passengers served/coordinated during 2020-2021 biennium: 9,000
Unduplicated persons to be travel trained during the 2020-21 biennium: 24
Reduction in the number of trips declined: 10%*

Preventive Maintenance

All preventive maintenance tasks must be completed prior to the expiration date of this Agreement.

Preventive maintenance expenses include activities, supplies, materials, labor, services, and associated costs required to preserve or extend the functionality and serviceability of the asset in a cost effective manner. Preventive maintenance includes, but is not limited to the following: oil changes; engine tune-ups; tire purchases; tire maintenance; annual vehicle inspections; scheduled or routine maintenance; and associated parts, supplies, and labor.

Preventive maintenance under this Agreement does not include repairs resulting from motor vehicle accidents covered by insurance, repairs on vehicles or components under warranty, or repairs which are paid for in other agreements or contracts.

Recipient must provide to State a plan for proposed preventive maintenance, unless a plan is already on file with State. Reimbursement requests must match the activities or purchases described in Recipient's plan.

A major component replacement (such as an engine or transmission), that keeps an asset within useful life (overhaul), or extends the useful life (rebuild) may be eligible for reimbursement under this Agreement, pending verification of conformance to Recipient's adopted maintenance plan and requirements detailed in Federal Transit Administration Circular 5010.1E (Award Management Requirements), Chapter IV.

A vehicle must meet at least 40 percent of its useful life to be considered for an overhaul. Recipient must obtain pre-approval from State prior to any vehicle overhaul. Vehicle rebuilds must extend the useful life of the vehicle by at least four years.

If local circumstances change, for example, vehicle type or asset disposition, Recipient's maintenance plan must be updated to reflect that change and submitted to State within 90 days of the change.

Purchased Services

The contracted service will be provided by a contractor or pass-through subrecipient selected by Recipient, and will be designed to benefit seniors and individuals with disabilities, and may also be made available to the general public.

The service, schedule, days, hours, and service type (Intercommunity) will be designed to meet the needs of seniors and individuals with disabilities as determined by Recipient in consultation with the operator of service, the affected community members, and stakeholders identified by Recipient.

Services will be provided in accordance with the locally adopted Coordinated Public Transit Human Services Transportation Plan (Coordinated Plan). Recipient and contractor or pass-through subrecipient will coordinate the delivery of transportation services with other public and private transportation providers to enhance regional services and to avoid duplication of services. Coordinated service may be made available to a variety of potential users, including the general public.

Recipient may amend the service design at any time in accordance with local demand, funding issues, changes in the Coordinated Plan, or other situations that require service to be changed. Recipient will inform State if there is a change in the service funded by this Agreement.

Recipient will market the services.

Recipient will oversee and monitor the services and performance of the contractor or pass-through subrecipient.

The following performance measure will be used to evaluate the effectiveness of the project.

A ridership goal is established for this project as follows.

*For 2020 and 2021 unduplicated rider projection: 50
For 2020 and 2021 total rides delivered projection: 3,200*

Ridership is defined as the actual or estimated one-way passenger trips provided to seniors and individuals with disabilities. A passenger trip is a unit of service counted each time a passenger enters a vehicle, is transported, then exits the vehicle. Each unique destination constitutes a passenger trip.

4. PROJECT ACCOUNTING, MATCHING FUNDING and SPENDING PLAN

Mobility Management

Eligible mobility management expenses are administrative costs to develop new projects and do not include capital costs other than durable equipment, supplies or the cost of operating public transportation services. Incidental durable equipment is an eligible expense up to \$5,000 of the total project cost. Recipient may not count the same costs twice if they have multiple agreements for which these costs may be eligible.

Sources of funding that may be used as Recipient's matching funds for this Agreement include local funds; Special Transportation Formula Funds; service contract revenue, advertisement and other earned income; cash donations; and verifiable in-kind contributions integral to the project budget. In-kind contributions claimed as matching funding must be reported to State. Recipient may not use passenger fares as matching funding.

Preventive Maintenance

Sources that may be used as Recipient's matching funds for this Agreement include Special Transportation Fund, local funds, service contract revenue, advertisement income, other

earned income, cash donations, and other verifiable in-kind contributions that are integral to the project budget. Recipient may not use passenger fares as matching funds. Under this Agreement, State will bear the sum remaining after the amount of Recipient's required share of local matching funds is subtracted from the total project expenses.

Purchased Services

This Agreement covers contracted public transportation provision, as defined under the 49 USC § 5310 program, as described in Circular 9070.1G, Section III-14-e.

Generally accepted accounting principles and the Recipient's accounting system determine those costs that are to be accounted for as gross operating expenses. Recipient may not count the same costs twice if they have multiple agreements for which these costs may be eligible. The service provider may use capital equipment funded under USDOT- or State-source agreements when performing services rendered through a contract or subagreement funded by this Agreement. Depreciation of capital equipment funded from USDOT- or State-source grants is not an eligible expense.

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

Recipient will subtract revenue from fares, tickets and passes whether pre-paid or post-paid, from the gross operating expense of the service. Administrative expenses incurred by the contractor or pass-through subrecipient are reimbursable as operating expenses. Under this Agreement, State will bear the sum remaining after the amount of Recipient's required share of local matching funds is subtracted from the total project expenses.

Recipient may not use assets acquired under this Agreement to compete unfairly with the private sector.

5. REPORTING and/or INVOICING REQUIREMENTS

Mobility Management

Recipient will submit a quarterly narrative project progress report and a fiscal report in addition to the regular quarterly report required by State. For each task, Recipient will report:

- a. The task status, including any issues encountered and the planned resolution.*
- b. Hours expended on the tasks to date.*
- c. The cost for each task and the percentage of completion.*

Task costs will specify labor, non-labor expenses including staff travel and professional consultant expenses, as applicable. Labor expenses shall be reported as an hourly labor rate multiplied by the number of hours expended to date on the task.

Preventive Maintenance

Recipient will request reimbursement for covered expenses incurred during each period as prescribed by State and described in Recipient's submitted preventive maintenance plan for this Agreement. Recipient must maintain and provide supporting documents detailing the total expenses for allowable maintenance activities incurred during the period. Recipient may list costs on a form provided by State, or provide vendor invoices.

EXHIBIT B
FINANCIAL INFORMATION

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

This Agreement is financed by the funding source indicated below:

Federal Program	Federal Funding Agency	CFDA Number	Total Federal Funding
49 U.S.C. 5310	U.S. Department of Transportation Federal Transit Administration 915 Second Avenue, Suite 3142 Seattle, WA 98174	20.513 (5310)	\$122,342.00

Administered By Rail and Public Transit Division 555 13th Street NE Salem, OR 97301-4179
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EXHIBIT C

Insurance Requirements

GENERAL - SUBRECIPIENT.

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

TYPES AND AMOUNTS.

i. WORKERS COMPENSATION. Insurance in compliance with ORS 656.017, which requires all employers that employ subject workers, as defined in ORS 656.027, to provide workers' compensation coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Employers liability insurance with coverage limits of not less than \$500,000 must be included.

ii. COMMERCIAL GENERAL LIABILITY. Commercial General Liability Insurance covering bodily injury, death, and property damage in a form and with coverages that are satisfactory to State. This insurance shall include personal injury liability, products and completed operations. Coverage shall be written on an occurrence form basis, with not less than the following amounts as determined by State:

Bodily Injury, Death and Property Damage:

\$1,000,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence).

iii. AUTOMOBILE Liability Insurance: Automobile Liability. Automobile Liability Insurance covering all owned, non-owned and hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for "Commercial General Liability" and "Automobile Liability"). Automobile Liability Insurance must be in not less than the following amounts as determined by State:

Bodily Injury, Death and Property Damage:

\$1,000,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence).

ADDITIONAL INSURED. The Commercial General Liability Insurance and Automobile Liability insurance must include State, its officers, employees and agents as Additional Insureds but only with respect to the contractor's activities to be performed under the Subcontract. Coverage must be primary and non-contributory with any other insurance and self-insurance.

"TAIL" COVERAGE. If any of the required insurance policies is on a "claims made" basis, such as professional liability insurance, the contractor shall maintain either "tail" coverage or continuous

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

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

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

GENERAL - RECIPIENT.

Recipient shall: i) obtain insurance specified under TYPES AND AMOUNTS (except TYPES AND AMOUNTS paragraph I applies only to Recipient's subcontractors who employ subject workers) and meeting the requirements under ADDITIONAL INSURED, "TAIL" COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before performance under this Agreement commences, and ii) maintain the insurance in full force throughout the duration of this Agreement. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to State.

TYPES AND AMOUNTS.

i. **WORKERS COMPENSATION.** Insurance in compliance with ORS 656.017, which requires all employers that employ subject workers, as defined in ORS 656.027, to provide Workers' Compensation coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Employers liability insurance with coverage limits of not less than \$500,000 must be included.

ii. **COMMERCIAL GENERAL LIABILITY.** Commercial General Liability Insurance covering bodily injury, death, and property damage in a form and with coverages that are satisfactory to State. This insurance shall include personal injury liability, products and completed operations. Coverage shall be written on an occurrence form basis, with not less than the following amounts as determined by State:

Bodily Injury, Death and Property Damage:

\$1,000,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence).

iii. **AUTOMOBILE Liability Insurance:** Automobile Liability. Automobile Liability Insurance covering all owned, non-owned and hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for "Commercial General Liability" and "Automobile Liability"). Automobile Liability Insurance must be in not less than the following amounts as determined by State:

Bodily Injury, Death and Property Damage:

\$1,000,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence).

ADDITIONAL INSURED. The Commercial General Liability Insurance and Automobile Liability Insurance must include State, its officers, employees and agents as Additional Insureds but only with respect to the Recipient's activities to be performed under this Agreement. Coverage must be primary and non-contributory with any other insurance and self-insurance.

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

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

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

EXHIBIT D

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

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

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

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

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

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

federal award as well as the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan, cooperative agreement, or other federal award. This certification is a material representation of fact upon which reliance was placed when this Agreement was made or entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by Section 1352, Title 31 of the U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. If non-federal funds have been used to support lobbying activities in connection with the Project, Recipient shall complete Standard Form LLL, Disclosure Form to Report Lobbying and submit the form to State at the end of each calendar quarter in which there occurs an event that requires disclosure. Restrictions on lobbying do not apply to influencing policy decisions. Examples of prohibited activities include seeking support for a particular application or bid and seeking a congressional earmark.

Section 5310 Application

Enhanced Mobility of Seniors and Individuals with Disabilities

Applicant Information

I am the Special Transportation Fund Agency

Yes No

Special Transportation Fund Agency Name

Morrow County

For the agencies applying for the small urban funds, make sure to select the small urban designation from the drop-down.

Special Transportation Fund Agency Federal EIN Special Transportation Fund Agency Urbanized Zone

93-6002308

Oregon

Special Transportation Fund Agency Mailing Address (Street or PO Box)

P.O. Box 495

Address Line 1

Heppner

Oregon

97836

City

State

Zip Code

Special Transportation Fund Agency Web Address

<https://www.co.morrow.or.us/>

Name of Application Contact

Anita Pranger

Title of Application Contact

Transportation Coordinator

Email of Application Contact

apranger@co.morrow.or.us

Phone Number of Application Contact

(541) 676-5667

Fax Number

541-676-5619

Name of Person signing Grant Agreement

Jim Doherty

Title of Person signing Grant Agreement

Morrow County Commissioner

Email of Person signing Grant Agreement

jdoherly@co.morrow.or.us

Phone Number of Person signing Grant Agreement

(541) 676-5613

Fax Number

541-676-5619

Transit Agency Type

Public Agency

Service Area

Non-urbanized or Rural area with population of less than 50,000

What type of Service will be supported with the 5310 grant? (Select all that apply)

- Open to the general public at all times
- Open to the general public on a space-available basis
- Open only to seniors and individuals with disabilities
- Limited to defined clientele (e.g. residential home)
- Demand Response
- Deviated Route

Are any FTA-funded buildings that your transit agency owns located in a flood zone?

[More information on floodplains](#)

- Yes
- No

Risk Assessment Information

Did your agency have any turnover of management or financial staff in the last two years?

- Yes
- No

Does your agency have an accounting system that allows you to completely and accurately track the receipt and disbursement of funds related to the award?

- Yes
- No

What type of accounting system does your agency use?

- Manual
- Automated
- Combined

Does your agency have a system in place that will account for 100 percent of each employee's time?

- Yes
- No

Did your staff members attend required trainings and meetings during prior grant awards?

- Yes
- No

Was your agency audited by the Federal government in the past two years?

- Yes
- No

Did your agency stay on budget in the past two years?

- Yes
- No

Fund Allocation

Total 5310 Allocation
\$122,342.00

Transit Agency Projects

Transit Agency Project 1

Project Name

The Loop Morrow County Transportation

Transit Agency Legal Name

Morrow County

Transit Agency DBA Name (Optional)

The Loop Morrow County Transportation

Federal EIN

93-6002308

Urbanized Zone

Oregon

Agency Mailing Address (Street or PO Box)

P.O. Box 495

Address Line 1

Heppner

Oregon

97836

City

State

Zip Code

Agency Web Address

<https://www.co.morrow.or.us/>

Project Details

Project Selection

A. Purchased Service

B. Mobility Management

C. Vehicle Purchase

D. Capitalized Vehicle Preventive Maintenance

E. Equipment, Signs and Amenities, Shelters

F. Facilities: Bus Barns and Other Buildings

Select the project types that you wish to include in your application. Select all that apply.

B. Mobility Management

1. Project Title

Project Title

This project is for the coordination of building transportation services in Morrow County.

2. Explain how your project is planned, designed, and carried out to meet the special needs of seniors and individuals with disabilities when general public transit is either insufficient, inappropriate, or not available:

Project Service Description

This will be for coordinating trips in Morrow County to reduce gaps in services between local service providers in neighboring counties. Provide outreach to local businesses and organizations and other activities to help reduce barriers in public transit use in The Loop Morrow County Transportation service area.

3. Project Type

Select Project Type

Travel Mobility Planning

4. Project cost and match information:

Total Project Cost	Match Amount (Total Project Cost x 10.27%)	Grant Amount
84,000	\$8,626.80	\$75,373.20

5. Describe the source of your local match funds in the field below (examples: funds from your budget, STF funds). If the matching funds are not available now, describe when they will be (examples: next fiscal year, month/year). Please be specific.

Local Match Details

Matching funds for this project will come from STF funds.

6. On what page is project listed in the Adopted Coordinated Plan?

42

For multiple pages use this box

7. Date Coordinated Plan adopted:

9/14/2016

8. Identify the estimated number of customer contacts, customers trained, or mobility products/services produced. Describe the method you will use to measure output from the project:

Project Performance Goals

9000 estimated customer contacts or services provided for the two years. Output will be measured in OPTIS by the number of trips provided.

Transit Agency Project 2

Project Name

Maintenance of The Loop Morrow County Transportation Vehicles

Transit Agency Legal Name

Morrow County

Transit Agency DBA Name (Optional)

The Loop Morrow County Transportation

Federal EIN

93-6002308

Urbanized Zone

Oregon

Agency Mailing Address (Street or PO Box)

P.O. Box 495

Address Line 1

Heppner

City

Oregon

State

97836

Zip Code

Agency Web Address

<https://www.co.morrow.or.us/>

Project Details

Project Selection

A. Purchased Service

B. Mobility Management

C. Vehicle Purchase

D. Capitalized Vehicle Preventive Maintenance

E. Equipment, Signs and Amenities, Shelters

F. Facilities: Bus Barns and Other Buildings

Select the project types that you wish to include in your application. Select all that apply.

D. Capitalized Vehicle Preventive Maintenance

1. Describe how this project coordinates with other services to provide services to seniors and individuals with disabilities:

Project Coordination Description

This project is to provide maintenance to the fleet to keep the vehicles in good running condition to provide services to medical appointments to seniors and individuals with disabilities.

2. Is a Vehicle Preventive Maintenance Plan submitted with your application? A plan reflecting current fleet policies, fleet procedures, and vehicle and lift equipment manufacturer's recommended maintenance schedules is required.

Yes No

3. Number of vehicles included in this preventive maintenance

project:

10

4. Project cost and match information:

Total Project Cost	Match Amount (Total Project Cost x	Grant Amount
28,345	10.27%)	\$25,433.97
	\$2,911.03	

5. Describe the source of your local match funds in the field below (examples: funds from your budget, STF funds). If the matching funds are not available now, describe when they will be (examples: next fiscal year, month/year). Please be specific.

Local Match Details

The match for this project will come from STF funds.

6. On what page is project listed in the Adopted Coordinated Plan?

42

7. Date Coordinated Plan adopted:

9/14/2016

For multiple pages use this box

8. Is this project part of a group of activities or projects that are dependent on each other (for example, bus washing station dependant on facility)?

Yes No

Transit Agency Project 3

Project Name

Kayak

Transit Agency Legal Name

Morrow County

Transit Agency DBA Name (Optional)

The Loop Morrow County Transportation

Federal EIN

93-6002308

Urbanized Zone

Oregon

Agency Mailing Address (Street or PO Box)

P.O. Box 495

Address Line 1

Heppner

Oregon

97836

City

State

Zip Code

Agency Web Address

<https://www.co.morrow.or.us/>

Project Details

Project Selection

A. Purchased Service

B. Mobility Management

C. Vehicle Purchase

D. Capitalized Vehicle Preventive Maintenance

E. Equipment, Signs and Amenities, Shelters

F. Facilities: Bus Barns and Other Buildings

Select the project types that you wish to include in your application. Select all that apply.

A. Purchased Service Project

1. Project Title

Project Title

Kayak Public Transportation

2. Explain how your project is planned, designed, and carried out to meet the special needs of seniors and individuals with disabilities when general public transit is either insufficient, inappropriate, or not available:

Project Service Description

This project give seniors and individuals another option to obtain public transportation to get to medical appointments and services at other destinations.

3. Estimated number of unduplicated individuals (older adults and individuals with disabilities) this project proposes to support in the biennial grant period:

50

4. Estimated number of one-way rides this project proposes to provide in the biennial grant period:

3,200

5. Project cost and match information:

Total Project Cost	Match Amount (Total Project Cost x	Grant Amount
24,000	10.27%) \$2,464.80	\$21,535.20

6. Describe the source of your local match funds in the field below (examples: funds from your budget, STF funds). If the matching funds are not available now, describe when they will be (examples: next fiscal year, month/year). Please be specific.

Local Match Details

The match for this project will come from STF funds.

7. On what page is project listed in the Adopted Coordinated Plan?

45

8. Date Coordinated Plan adopted:

9/14/2016

For multiple pages use this box

9. Is this project part of a group of activities or projects that are dependant on each other (for example, a new transit service that requires capital and operating funds)?

Yes No

10. Does your transit agency have an existing contract for transit?

Yes No

If yes, name the contractor. If no, describe how the transit agency will procure the service and name contractor

Kayak Public Transit

Application Totals

Total Section 5310 Grant Amount	Total Section 5310 Match Amount	Total Section 5310 Project Cost
\$122,342.37	\$14,002.63	\$136,345.00

Fund Allocation

Total 5310 Allocation
\$122,342.00

Submitting Your Application

STF Agencies: submit your application to RPTD by using the “Submit” button, attaching any supporting documents (such as DCE Worksheets and Preventive Maintenance Plans).

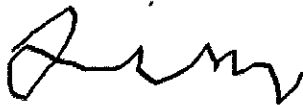
Additional Supporting Documents (Optional)

Preventive Main Plan.pdf

The person signing this form must have the legal authority to submit this application on behalf of the applicant.

By electronically signing and submitting this form, the agency representative certifies that the information on the application is true and accurate to the best of his or her knowledge.

Signature



Print Name

Commissioner Jim
Doherty



AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 1 of 2)

(For BOC Use)
 Item #
4d

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

Staff Contact: Sheree Smith
 Department: Public Health
 Short Title of Agenda Item: OHA Agreement #159824-0

Phone Number (Ext): 5212
 Requested Agenda Date: 6/19/19

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

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

N/A Purchase Pre-Authorizations, Contracts & Agreements

Contractor/Entity: Oregon Health Authority (OHA)
 Contractor/Entity Address: 800 NE Oregon Street, Suite 465B, Portland, Or 97232
 Effective Dates – From: July 1st, 2019 Through: June 30th, 2021
 Total Contract Amount: \$223,344 Budget Line: Multiple-Program Element income
 Does the contract amount exceed \$5,000? Yes No

Reviewed By:

Sheree Smith	06/11/19	Department Head	
	DATE		Required for all BOC meetings
	6/24/19	Admin. Officer/BOC Office	
	DATE		Required for all BOC meetings
Justin Nelson (per email)	06/13/19	County Counsel	
	DATE		*Required for all legal documents
Kate Knop (per email)	06/24/19	Finance Office	
	DATE		*Required for all contracts; other items as appropriate.
		Human Resources	
	DATE		*If appropriate

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

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

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

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

OHA Agreement #159824-0 2019 - 2021 IGA

There are 14 different Program Elements listed with individual funding allocations, and all represent a continuation of funding received in the current Biennium. Some of the funds are identified with differing time lines for expenditure ie July - Sept or October to June depending on the program. Each Program Element within the contract lists requirements specific to that program which is not a deviation from past practice.

2. FISCAL IMPACT:

Funding supports current FTE without any expectation of changes to the level of FTE.

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

Following review per county counsel, the BOC needs to review, approve and sign the Document Return Statement, the IGA Signature page and return the completed Contractor Tax Identification Information (CTII) document, to be returned to the State for full execution of the agreement.

Attach additional background documentation as needed.

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

AGREEMENT #159824

**2019-2021 INTERGOVERNMENTAL AGREEMENT
FOR THE FINANCING OF PUBLIC HEALTH SERVICES**

This 2019-21 Intergovernmental Agreement for the Financing of Public Health Services (the “Agreement”) is between the State of Oregon acting by and through its Oregon Health Authority (“OHA”) and Morrow County, the Local Public Health Authority for Morrow County (“LPHA”).

RECITALS

WHEREAS, ORS 431.110, 431.115 and 431.413 authorizes OHA and LPHA to collaborate and cooperate in providing for basic public health services in the state, and in maintaining and improving public health services through county or district administered public health programs;

WHEREAS, ORS 431.250 and 431.380 authorize OHA to receive and disburse funds made available for public health purposes;

WHEREAS, LPHA has established and proposes, during the term of this Agreement, to operate or contract for the operation of public health programs in accordance with the policies, procedures, and administrative rules of OHA;

WHEREAS, LPHA has requested financial assistance from OHA to operate or contract for the operation of LPHA’s public health programs;

WHEREAS, OHA is willing, upon the terms and conditions of this Agreement, to provide financial assistance to LPHA to operate or contract for the operation of LPHA’s public health programs.

WHEREAS, nothing in this Agreement shall limit the authority of OHA to enforce public health laws and rules in accordance with ORS 431.170 whenever LPHA administrator fails to administer or enforce ORS 431.001 to 431.550 and 431.990 and any other public health law or rule of this state.

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

AGREEMENT

1. Effective Date and Duration. This Agreement shall become effective on July 1, 2019 regardless of the date of signature. Unless terminated earlier in accordance with its terms, this Agreement shall expire on June 30, 2021.

2. Agreement Documents, Order of Precedence. This Agreement consists of the following documents:

This Agreement without Exhibits

[Exhibit A Definitions](#)

[Exhibit B Program Element Descriptions](#)

[Exhibit C Financial Assistance Award and Revenue and Expenditure Reporting Forms](#)

[Exhibit D Special Terms and Conditions](#)

[Exhibit E General Terms and Conditions](#)

[Exhibit F Standard Terms and Conditions](#)

[Exhibit G Required Federal Terms and Conditions](#)

[Exhibit H Required Subcontract Provisions](#)

[Exhibit I Subcontractor Insurance Requirements](#)

[Exhibit J Information Required by 2 CFR Subtitle B with guidance at 2 CFR Part 200](#)

In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence shall control. The precedence of each of the documents comprising this Agreement is as follows, listed from highest precedence to lowest precedence: this Agreement without Exhibits, Exhibit G, Exhibit A, Exhibit C, Exhibit D, Exhibit B, Exhibit F, Exhibit E, Exhibit H, Exhibit I, and Exhibit J.

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

3. SIGNATURES.

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

By: _____
Name: /for/ Lillian Shirley, BSN, MPH, MPA
Title: Public Health Director
Date: _____

MORROW COUNTY LOCAL PUBLIC HEALTH AUTHORITY

By: _____
Name: _____
Title: _____
Date: _____

DEPARTMENT OF JUSTICE – APPROVED FOR LEGAL SUFFICIENCY

Agreement form group-approved by Steven Marlowe, Senior Assistant Attorney General, Tax and Finance Section, General Counsel Division, Oregon Department of Justice by email on May 31, 2019, copy of email approval in Agreement file.

REVIEWED BY:

OHA PUBLIC HEALTH ADMINISTRATION

By: _____
Name: Derrick Clark (or designee)
Title: Program Support Manager
Date: _____

**EXHIBIT A
DEFINITIONS**

As used in this Agreement, the following words and phrases shall have the indicated meanings. Certain additional words and phrases are defined in the Program Element Descriptions. When a word or phrase is defined in a particular Program Element Description, the word or phrase shall not have the ascribed meaning in any part of this Agreement other than the particular Program Element Description in which it is defined.

1. **“Agreement”** means this 2019-2021 Intergovernmental Agreement for the Financing of Public Health Services.
2. **“Agreement Settlement”** means OHA’s reconciliation, after termination or expiration of this Agreement, of amounts OHA actually disbursed to LPHA with amounts that OHA is obligated to pay to LPHA under this Agreement from the Financial Assistance Award, based on allowable expenditures as properly reported to OHA in accordance with this Agreement. OHA reconciles disbursements and payments on an individual Program Element basis.
3. **“Allowable Costs”** means the costs described in 2 CFR Part 200 or 45 CFR Part 75, as applicable, except to the extent such costs are limited or excluded by other provisions of this Agreement, whether in the applicable Program Element Descriptions, the Special Terms and Conditions, the Financial Assistance Award, or otherwise.
4. **“CFDA”** mean the Catalog of Federal Domestic Assistance.
5. **“Claims”** has the meaning set forth in Section 1 of Exhibit F.
6. **“Conference of Local Health Officials” or “CLHO”** means the Conference of Local Health Officials created by ORS 431.330.
7. **“Contractor” or “Sub-Recipient”** are terms which pertain to the accounting and administration of federal funds awarded under this Agreement. In accordance with the State Controller’s Oregon Accounting Manual, policy 30.40.00.102, OHA has determined that LPHA is a Sub-Recipient of federal funds and a Contractor of federal funds as further identified in Section 18 “Program Element” below.
8. **“Federal Funds”** means all funds paid to LPHA under this Agreement that OHA receives from an agency, instrumentality or program of the federal government of the United States.
9. **“Financial Assistance Award” or “FAA”** means the description of financial assistance set forth in Exhibit C, “Financial Assistance Award,” attached hereto and incorporated herein by this reference; as such Financial Assistance Award may be amended from time to time.
10. **“Grant Appeals Board”** has the meaning set forth in Exhibit E. Section 1.c.(3)(b)ii.A.
11. **“HIPAA Related”** means the requirements in Exhibit D, Section 2 “HIPAA Compliance” applied to a specific Program Element.
12. **“LPHA”** has the meaning set forth in ORS 431.003.
13. **“LPHA Client”** means, with respect to a particular Program Element service, any individual who is receiving that Program Element service from or through LPHA.
14. **“Medicaid”** means federal funds received by OHA under Title XIX of the Social Security Act and Children’s Health Insurance Program (CHIP) funds administered jointly with Title XIX funds as part of the state medical assistance program by OHA.

15. **“Misexpenditure”** means funds, other than an Overexpenditure, disbursed to LPHA by OHA under this Agreement and expended by LPHA that is:
- a. Identified by the federal government as expended contrary to applicable statutes, rules, OMB Circulars, 2 CFR Subtitle B with guidance at 2 CFR Part 200, or 45 CFR Part 75, as applicable, or any other authority that governs the permissible expenditure of such funds for which the federal government has requested reimbursement by the State of Oregon, whether in the form of a federal determination of improper use of federal funds, a federal notice of disallowance, or otherwise; or
 - b. Identified by the State of Oregon or OHA as expended in a manner other than that permitted by this Agreement, including without limitation any funds expended by LPHA, contrary to applicable statutes, rules, OMB Circulars, 2 CFR Subtitle B with guidance at 2 CFR Part 200, or 45 CFR Part 75, as applicable, or any other authority that governs the permissible expenditure of such funds; or
 - c. Identified by the State of Oregon or OHA as expended on the delivery of a Program Element service that did not meet the standards and requirements of this Agreement with respect to that service.
16. **“Oregon Health Authority” or “OHA”** means the Oregon Health Authority of the State of Oregon.
17. **“Overexpenditure”** means funds disbursed to LPHA by OHA under this Agreement and expended by OHA under this Agreement that is identified by the State of Oregon or OHA, through Agreement Settlement, as being in excess of the funds LPHA is entitled to as determined in accordance with the financial assistance calculation methodologies set forth in the applicable Program Elements or in Exhibit D, “Special Terms and Conditions.”
18. **“Program Element”** means any one of the following services or group of related services as described in Exhibit B “Program Element Descriptions”, in which costs are covered in whole or in part with financial assistance pursuant to Exhibit C, “Financial Assistance Award,” of this Agreement.

2019-2021 PROGRAM ELEMENTS (PE)

PE NUMBER AND TITLE • SUB-ELEMENT(S)	FUND TYPE	FEDERAL AGENCY/ GRANT TITLE	CFDA#	HIPAA RELATED (Y/N)	SUB-RECIPIENT (Y/N)
PE 01 State Support for Public Health (SSPH)	GF	N/A	N/A	N	N
PE 03 Tuberculosis Case Management	N/A	N/A	N/A	N	N
PE 10 Sexually Transmitted Disease (STD)	N/A	N/A	N/A	N	N
PE 12 Public Health Emergency Preparedness Program (PHEP)	FF	CDC/Public Health Emergency Preparedness	93.069	N	Y
PE 13 Tobacco Prevention and Education Program (TPEP)	OF	N/A	N/A	N	N
PE 42 Maternal, Child and Adolescent Health (MCAH) Services	GF/FF	HRSA/Maternal & Child Health Block Grants Medicaid Assistance Program Title XIX Medicaid Admin/Medical Assistance Program	93.994 93.778	Y	Y

<u>PE NUMBER AND TITLE</u> • SUB-ELEMENT(S)	FUND TYPE	FEDERAL AGENCY/ GRANT TITLE	CFDA#	HIPAA RELATED (Y/N)	SUB-RECIPIENT (Y/N)
<u>PE 43</u> Immunization Services	GF/FF	Title XIX Medicaid Admin/Medical Assistance Program	93.778	N	N
<u>PE 44</u> School-Based Health Centers (SBHC)	GF	N/A	N/A	N	N
<u>PE 46</u> Reproductive Health Community Participation & Assurance	FF	DHHS/Family Planning Services	93.217	N	Y

19. **“Program Element Description”** means a description of the services required under this Agreement, as set forth in Exhibit B.
20. **“Subcontract”** has the meaning set forth in Exhibit E “General Terms and Conditions,” Section 3.
21. **“Subcontractor”** has the meaning set forth in Exhibit E “General Terms and Conditions,” Section 3. As used in a Program Element Description and elsewhere in this Agreement where the context requires, Subcontractor also includes LPHA if LPHA provides services described in the Program Element directly.
22. **“Underexpenditure”** means money disbursed to LPHA by OHA under this Agreement that remains unexpended by LPHA at Agreement termination.

EXHIBIT B
PROGRAM ELEMENT DESCRIPTIONS

Program Element #01: State Support for Public Health (SSPH)

1. **Description.** Funds provided under this Agreement for this Program Element may only be used in accordance with, and subject to, the requirements and limitations set forth below, to operate a Communicable Disease control program in LPHA's service area that includes the following components: (a) epidemiological investigations that report, monitor and control Communicable Disease, (b) diagnostic and consultative Communicable Disease services, (c) early detection, education, and prevention activities to reduce the morbidity and mortality of reportable Communicable Diseases, (d) appropriate immunizations for human and animal target populations to control and reduce the incidence of Communicable Diseases, and (e) collection and analysis of Communicable Disease and other health hazard data for program planning and management.

Communicable Diseases affect the health of individuals and communities throughout Oregon. Disparities exist for populations that are at greatest risk, while emerging Communicable Diseases pose new threats to everyone. The vision of the foundational Communicable Disease Control program is to ensure that everyone in Oregon is protected from Communicable Disease threats through Communicable Disease and Outbreak reporting, investigation, and application of public health control measures such as isolation, post-exposure prophylaxis, education, or other measures as warranted by investigative findings.

All changes to this Program Element are effective upon receipt of grant award unless otherwise noted in Exhibit C of the Financial Assistance Award.

2. **Definitions Specific to State Support for Public Health**

- a. **Case:** A person who has been diagnosed by a health care provider, as defined in OAR 333-017-0000, as having a particular disease, infection, or condition as described in OAR 333-018-0015, or whose illness meets defining criteria published in the OHA's Investigative Guidelines.
- b. **Communicable Disease:** A disease or condition, the infectious agent of which may be transmitted to and cause illness in a human being.
- c. **Outbreak:** A significant or notable increase in the number of Cases of a disease or other condition of public health importance (ORS 431A.005).
- d. **Reportable Disease:** Any of the diseases or conditions specified in Oregon Administrative Rule 333-018-0015.

3. **Program Components.** Activities and services delivered under this Program Element align with Foundational Programs and Foundational Capabilities, as defined in [Oregon’s Public Health Modernization Manual](#), (http://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public_health_modernization_manual.pdf) as well as with public health accountability outcome and process metrics (if applicable) as follows:

a. **Foundational Programs and Capabilities** (As specified in Public Health Modernization Manual)

Program Components	Foundational Program					Foundational Capabilities						
	CD Control	Prevention and health promotion	Environmental health	Population Health	Access to clinical preventive services Direct services	Leadership and organizational competencies	Health equity and cultural responsiveness	Community Partnership Development	Assessment and Epidemiology	Policy & Planning	Communications	Emergency Preparedness and Response
Asterisk (*) = Primary foundational program that aligns with each component X = Other applicable foundational programs					X = Foundational capabilities that align with each component							
Epidemiological investigations that report, monitor and control Communicable Disease (CD).	*						X		X			X
Diagnostic and consultative CD services.	*								X			
Early detection, education, and prevention activities.	*						X		X		X	
Appropriate immunizations for human and animal target populations to reduce the incidence of CD.	*				X		X					
Collection and analysis of CD and other health hazard data for program planning and management.	*						X		X	X		X

- b. **The work in this Program Element helps Oregon’s governmental public health system achieve the following Public Health Accountability Metric:**

Gonorrhea rates

- c. **The work in this Program Element helps Oregon’s governmental public health system achieve the following Public Health Modernization Process Measure:**

- (1) Percent of gonorrhea Cases that had at least one contact that received treatment; and
- (2) Percent of gonorrhea Case reports with complete “priority” fields.

4. **Procedural and Operational Requirements.** By accepting and using the Financial Assistance awarded under this Agreement and for this Program Element, LPHA agrees to conduct activities in accordance with the following requirements:

- a. LPHA must operate its Communicable Disease program in accordance with the Requirements and Standards for the Control of Communicable Disease set forth in ORS Chapters 431, 432, 433 and 437 and OAR Chapter 333, Divisions 12, 17, 18, 19 and 24, as such statutes and rules may be amended from time to time.
- b. LPHA must use all reasonable means to investigate in a timely manner all reports of Reportable Diseases, infections, or conditions. To identify possible sources of infection and to carry out appropriate control measures, the LPHA Administrator shall investigate each report following procedures outlined in OHA’s Investigative Guidelines or other procedures approved by OHA. OHA may provide assistance in these investigations, in accordance with OAR 333-019-0000. Investigative guidelines are available at:
<http://www.oregon.gov/oha/PH/DiseasesConditions/CommunicableDisease/ReportingCommunicableDisease/ReportingGuidelines/Pages/index.aspx>
- c. As part of its Communicable Disease control program, LPHA must, within its service area, investigate the Outbreaks of Communicable Diseases, institute appropriate Communicable Disease control measures, and submit required information regarding the Outbreak to OHA in Orpheus as prescribed in OHA CD Investigative Guidelines available at:
<http://www.oregon.gov/oha/PH/DiseasesConditions/CommunicableDisease/ReportingCommunicableDisease/ReportingGuidelines/Pages/index.aspx>
- d. LPHA must establish and maintain a single telephone number whereby physicians, hospitals, other health care providers, OHA and the public can report Communicable Diseases and Outbreaks to LPHA 24 hours a day, 365 days a year. LPHA may employ an answering service or 911 system, but the ten-digit number must be available to callers from outside the local emergency dispatch area, and LPHA must respond to and investigate reported Communicable Diseases and Outbreaks.
- e. LPHA must attend Communicable Disease 101 and Communicable Disease 303 training.
- f. LPHA must attend monthly Orpheus user group meetings or monthly Orpheus training webinars.

5. **General Revenue and Expense Reporting.** LPHA must complete an “Oregon Health Authority Public Health Division Expenditure and Revenue Report” located in Exhibit C of the Agreement. These reports must be submitted to OHA each quarter on the following schedule:

Fiscal Quarter	Due Date
First: July 1 – September 30	October 30
Second: October 1 – December 31	January 30
Third: January 1 – March 31	April 30
Fourth: April 1 – June 30	August 20

6. **Reporting Requirements.** Not applicable.

7. **Performance Measures.**

LPHA must operate its Communicable Disease control program in a manner designed to make progress toward achieving the following Public Health Modernization Process Measures:

- a. Percent of gonorrhea Cases that had at least one contact that received treatment; and
- b. Percent of gonorrhea Case reports with complete “priority” fields.

Program Element #03: Tuberculosis Services

1. **Description.** Funds provided under this Agreement for this Program Element may only be used in accordance with, and subject to, the requirements and limitations set forth below, to deliver Tuberculosis Services.

ORS 433.006 and Oregon Administrative Rule 333-019-0000 assign responsibility to LPHA for Tuberculosis (“TB”) investigations and implementation of TB control measures within LPHA’s service area. The funds provided for TB case management (including contact investigation) and B waiver follow-up under the Agreement for this Program Element may only be used as supplemental funds to support LPHA’s TB investigation and control efforts and are not intended to be the sole funding for LPHA’s TB investigation and control program.

Pulmonary tuberculosis is an infectious disease that is airborne. Treatment for TB disease must be provided by Directly Observed Therapy to ensure the patient is cured and prevent drug resistant TB. Screening and treating Contacts stops disease transmission. Tuberculosis prevention and control is a priority in order to protect the population from communicable disease and is included in the State Health Improvement Plan (SHIP). The priority outcome measure is to reduce the incidence of TB disease among U.S. born person in Oregon to .4 Cases per 100,000 by 2020.

All changes to this Program Element are effective as of July 1, 2019.

2. **Definitions Specific to TB Services**

- a. **Active TB Disease:** TB disease in an individual whose immune system has failed to control his or her TB infection and who has become ill with Active TB Disease, as determined in accordance with the Centers for Disease Control and Prevention’s (CDC) laboratory or clinical criteria for Active TB Disease and based on a diagnostic evaluation of the individual.
- b. **Appropriate Therapy:** Current TB treatment regimens recommended by the CDC, the American Thoracic Society, the Academy of Pediatrics, and the Infectious Diseases Society of America.
- c. **Associated Cases:** Additional Cases of TB disease discovered while performing a Contact investigation.
- d. **B-waiver Immigrants:** Immigrants or refugees screened for TB prior to entry to the U.S. and found to have TB disease or LTB Infection.
- e. **B-waiver Follow-Up:** B waiver follow-up includes initial attempts by the LPHA to locate the B-waiver immigrant. If located, LPHA proceeds to coordinate or provide TB medical evaluation and treatment as needed. Updates on status are submitted regularly by LPHA using Electronic Disease Network (EDN) or the follow-up worksheet.
- f. **Case:** A Case is an individual who has been diagnosed by a health care provider, as defined in OAR 333-017-0000, as having a reportable disease, infection, or condition, as described in OAR 333-018-0015, or whose illness meets defining criteria published in OHA’s Investigative Guidelines.
- g. **Cohort Review:** A systematic review of the management of patients with TB disease and their Contacts. The “cohort” is a group of TB Cases counted (confirmed as Cases) over 3 months. The Cases are reviewed 6-9 months after being counted to ensure they have completed treatment or are nearing the end. Details of the management and outcomes of TB Cases are reviewed in a group with the information presented by the case manager.
- h. **Contact:** An individual who was significantly exposed to an infectious Case of Active TB Disease.

- i. **Directly Observed Therapy (DOT):** LPHA staff (or other person appropriately designated by the LPHA) observes an individual with TB disease swallowing each dose of TB medication to assure adequate treatment and prevent the development of drug resistant TB.
- j. **Evaluated (in context of Contact investigation):** A Contact received a complete TB symptom review and tests as described in OHA's Investigative Guidelines.
- k. **Interjurisdictional Transfer:** A Suspected Case, TB Case or Contact transferred for follow-up evaluation and care from another jurisdiction either within or outside of Oregon.
- l. **Investigative Guidelines:** OHA guidelines, which are incorporated herein by this reference are available for review at:
<http://public.health.oregon.gov/DiseasesConditions/CommunicableDisease/Tuberculosis/Documents/investigativeguide.pdf>.
- m. **Latent TB Infection (LTBI):** TB disease in a person whose immune system is keeping the TB infection under control. LTBI is also referred to as TB in a dormant stage.
- n. **Medical Evaluation:** A complete Medical Examination of an individual for TB including a medical history, physical examination, TB skin test or interferon gamma release assay, chest x-ray, and any appropriate molecular, bacteriologic, histologic examinations.
- o. **Suspected Case:** A Suspected Case is an individual whose illness is thought by a health care provider, as defined in OAR 333-017-0000, to be likely due to a reportable disease, infection, or condition, as described in OAR 333-018-0015, or whose illness meets defining criteria published in OHA's Investigative Guidelines. This suspicion may be based on signs, symptoms, or laboratory findings.
- p. **TB Case Management Services:** Dynamic and systematic management of a Case of TB where a person, known as a TB Case manager, is assigned responsibility for the management of an individual TB Case to ensure completion of treatment. TB Case Management Services requires a collaborative approach to providing and coordinating health care services for the individual. The Case manager is responsible for ensuring adequate TB treatment, coordinating care as needed, providing patient education and counseling, performing Contact investigations and following infected Contacts through completion of treatment, identifying barriers to care and implementing strategies to remove those barriers.

3. **Program Components.** Activities and services delivered under this Program Element align with Foundational Programs and Foundational Capabilities, as defined in [Oregon’s Public Health Modernization Manual](#), (http://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public_health_modernization_manual.pdf) as well as with public health accountability outcome and process metrics (if applicable) as follows:

a. **Foundational Programs and Capabilities** (As specified in Public Health Modernization Manual)

Program Components	Foundational Program					Foundational Capabilities						
	CD Control	Prevention and health promotion	Environmental health	Population Health	Access to clinical preventive services Direct services	Leadership and organizational competencies	Health equity and cultural responsiveness	Community Partnership Development	Assessment and Epidemiology	Policy & Planning	Communications	Emergency Preparedness and Response
<i>Asterisk (*) = Primary foundational program that aligns with each component</i>					<i>X = Foundational capabilities that align with each component</i>							
<i>X = Other applicable foundational programs</i>												
TB Case Management Services	*					X	X		X			
TB Contact Investigation and Evaluation	*						X		X			
Participation in TB Cohort Review	*						X					
Evaluation of B-waiver Immigrants	*						X		X			

b. **The work in this Program Element helps Oregon’s governmental public health system achieve the following Public Health Accountability Metric:** Not applicable

c. **The work in this Program Element helps Oregon’s governmental public health system achieve the following Public Health Modernization Process Measure:** Not applicable

4. **Procedural and Operational Requirements.**, By accepting fee-for-service (FFS) funds to provide TB case management or B waiver follow-up, LPHA agrees to conduct activities in accordance with the following requirements:

a. LPHA must include the following minimum TB services in its TB investigation and control program if that program is supported in whole or in part with funds provided under this Agreement: TB Case Management Services, as defined above and further described below and in OHA’s Investigative Guidelines.

- b. LPHA will receive \$3500 for each new case of Active TB disease documented in Orpheus for which the LPHA provides TB Case Management Services. LPHA will receive \$300 for each new B waiver follow-up.
- c. **TB Case Management Services.** LPHA’s TB Case Management Services must include the following minimum components:
 - (1) LPHA must investigate and monitor treatment for each Case and Suspected Case of Active TB Disease identified by or reported to LPHA whose residence is in LPHA’s jurisdiction, to confirm the diagnosis of TB and ensure completion of adequate therapy.
 - (2) LPHA must require individuals who reside in LPHA’s jurisdiction and who LPHA suspects of having Active TB Disease, to receive appropriate Medical Examinations and laboratory testing to confirm the diagnosis of TB and response to therapy, through the completion of treatment. LPHA must assist in arranging the laboratory testing and Medical Examination, as necessary.
 - (3) LPHA must provide medication for the treatment of TB disease to all individuals who reside in LPHA’s jurisdiction and who have TB disease but who do not have the means to purchase TB medications or for whom obtaining or using identified means is a barrier to TB treatment compliance. LPHA must monitor, at least monthly and in person, individuals receiving medication(s) for adherence to treatment guidelines, medication side effects, and clinical response to treatment.
 - (4) DOT is the standard of care for the treatment of TB disease. Cases of TB disease should be treated via DOT. If DOT is not utilized, OHA’s TB Program must be consulted.
 - (5) OHA’s TB Program must be consulted prior to initiation of any TB treatment regimen which is not recommended by the most current CDC, American Thoracic Society and Infectious Diseases Society of America TB treatment guideline.
 - (6) LPHA may assist the patient in completion of treatment for TB disease by utilizing the below methods. Methods to ensure adherence should be documented.
 - (a) Proposed interventions for assisting the individual to overcome obstacles to treatment adherence (e.g. assistance with transportation).
 - (b) Proposed use of incentives and enablers to encourage the individual’s compliance with the treatment plan.
 - (7) With respect to each Case of TB disease within LPHA’s jurisdiction that is identified by or reported to LPHA, LPHA must perform a Contact investigation to identify Contacts, Associated Cases and source of infection. The LPHA must evaluate all located Contacts, or confirm that all located Contacts were advised of their risk for TB infection and disease.
 - (8) LPHA must offer or advise each located Contact identified with TB infection or disease, or confirm that all located Contacts were offered or advised, to take Appropriate Therapy and must monitor each Contact who starts treatment through the completion of treatment (or discontinuation of treatment).
- d. If LPHA receives in-kind resources under this Agreement in the form of medications for treating TB, LPHA must use those medications to treat individuals for TB. In the event of a non-TB related emergency (i.e. meningococcal contacts), with notification to TB Program, the LPHA may use these medications to address the emergent situation.

- e. LPHA must present TB Cases through participation in the quarterly Cohort Review. If the LPHA is unable to present the Case at the designated time, other arrangements must be made in collaboration with OHA.
 - f. LPHA must accept B-waivers Immigrants and Interjurisdictional Transfers for evaluation and follow-up, as appropriate for LPHA capabilities.
 - g. If LPHA contracts with another person to provide the services required under this Program Element, the in-kind resources in the form of medications received by LPHA from OHA must be provided, free of charge, to the contractor for the purposes set out in this Program Element and the contractor must comply with all requirements related to such medications unless OHA informs LPHA in writing that the medications cannot be provided to the contractor. The LPHA must document the medications provided to a contractor under this Program Element.
5. **General Revenue and Expense Reporting.** In lieu of the LPHA completing an “Oregon Health Authority Public Health Division Expenditure and Revenue Report” located in Exhibit C of this Agreement, OHA-PHD will send a pre-populated invoice to the LPHA for review and signature on or before the 5th business day of the month following the end of the first, second, third and fourth fiscal year quarters. The LPHA must submit the signed invoice no later than 30 calendar days after receipt of the invoice from OHA-PHD. The invoice will document the number of new Active TB cases and/or B-waiver follow ups for which the LPHA provided services in the previous quarter. Pending approval of the invoice, OHA-PHD will remit FFS payment to LPHA. Funds under this program element will not be paid in advance or on a 1/12th schedule.
6. **Reporting Requirements.** LPHA must prepare and submit the following reports to OHA:
- a. LPHA must notify OHA’s TB Program of each Case or Suspected Case of Active TB Disease identified by or reported to LPHA no later than 5 business days within receipt of the report (OR – within 5 business days of the initial case report), in accordance with the standards established pursuant to OAR 333-018-0020. In addition, LPHA must, within 5 business days of a status change of a Suspected Case of TB disease previously reported to OHA, notify OHA of the change. A change in status occurs when a Suspected Case is either confirmed to have TB disease or determined not to have TB disease. LPHA must utilize OHA’s ORPHEUS TB case module for this purpose using the case reporting instructions located at <https://www.oregon.gov/oha/PH/DISEASES/CONDITIONS/COMMUNICABLEDISEASE/TUBERCULOSIS/Pages/tools.aspx>. After a Case of TB disease has concluded treatment, case completion information must be entered into the ORPHEUS TB case module within 5 business days of conclusion of treatment.
 - b. LPHA must submit data regarding Contact investigation via ORPHEUS or other mechanism deemed acceptable. Contact investigations are not required for strictly extrapulmonary cases. Consult with local medical support as needed.

7. **Performance Measures.** If LPHA uses funds provided under this Agreement to support its TB investigation and control program, LPHA must operate its program in a manner designed to achieve the following national TB performance goals:
- a. For patients with newly diagnosed TB disease for whom 12 months or less of treatment is indicated, **95.0% will complete treatment within 12 months.**
 - b. For TB patients with positive acid-fast bacillus (AFB) sputum-smear results, **100.0% (of patients) will be interviewed to elicit Contacts.**
 - c. For Contacts of sputum AFB smear-positive TB Cases, **93.0% will be evaluated for infection and disease.**
 - d. For Contacts of sputum AFB smear-positive TB Cases with newly diagnosed LTBI, **91.0% will start treatment.**
 - e. For Contacts of sputum AFB smear-positive TB Cases that have started treatment for newly diagnosed LTBI, **81.0% will complete treatment.**
 - f. For TB Cases in patients ages 12 years or older with a pleural or respiratory site of disease, **98% will have a sputum culture result reported.**

Program Element #10: Sexually Transmitted Diseases (STD) Client Services

1. **Description.** Funds provided under this Agreement for this Program Element may only be used in accordance with, and subject to, the requirements and limitations set forth below, to deliver Sexually Transmitted Diseases (STD) Client Services to protect the health of Oregonians from infectious disease and to prevent the long-term adverse consequences of failing to identify and treat STDs. Services may include, but are not limited to, case finding and disease surveillance, partner services, medical supplies, health care provider services, examination rooms, clinical and laboratory diagnostic services, treatment, prevention, intervention, education activities, and medical follow-up.

STDs are a significant health problem in Oregon, with over 22,000 new cases reported every year. STDs pose a threat to immediate and long-term health and well-being. In addition to increasing a person's risk for acquiring and transmitting HIV infection, STDs can lead to severe reproductive health complications, including poor pregnancy outcomes. Protecting the population from communicable disease by reducing rates of gonorrhea and early syphilis is a public health priority and is included in the State Health Improvement Plan (<http://www.oregon.gov/oha/ph/about/pages/healthimprovement.aspx>).

All changes to this Program Element are effective upon receipt of grant award unless otherwise noted in Exhibit C of the Financial Assistance Award.

2. **Definitions Specific to Sexually Transmitted Diseases (STD) Client Services.**

- a. **Reportable STDs:** A Reportable STD is the diagnosis of an individual infected with any of the following: Chancroid, Chlamydia, Gonorrhea, and Syphilis, as further described in Division 18 of OAR Chapter 333, and HIV, as further described in ORS Chapter 433.
- b. **In-Kind Resources:** Tangible goods or supplies having a monetary value that is determined by OHA. Examples of such In-Kind Resources include goods such as condoms, lubricant packages, pamphlets, and antibiotics for treating STDs. If the LPHA receives In-Kind Resources under this Agreement in the form of medications for treating STDs, LPHA must use those medications to treat individuals for STDs as outlined in Section 4.d. of this Program Element. In the event of a non-STD related emergency, with notification to the OHA STD program, the LPHA may use these medications to address the emergent situation. If the LPHA self-certifies as a 340B STD clinic site and receives reimbursement for 340B medications from OHA, they shall ensure these medications are used in accordance with the Health Resources and Services Administration (HRSA) Office of Pharmacy Affairs regulations regarding "340B Drug Pricing Program."
- c. **Technical Assistance Resources:** Those services of OHA HIV/STD Prevention staff that OHA makes available to LPHA to support the LPHA's delivery of STD Client Services, which include advice, training, problem solving and consultation in applying standards, protocols, investigative and/or treatment guidelines to STD case work, partner services follow-up, and STD Outbreak response.
- d. **STD Outbreak:** The occurrence of an increase in cases of previously targeted priority disease type in excess of what would normally be expected in a defined community, geographical area or season, and, by mutual agreement of the LPHA and OHA, exceeds the expected routine capacity of the LPHA to address.

3. **Program Components.** Activities and services delivered under this Program Element align with Foundational Programs and Foundational Capabilities, as defined in [Oregon’s Public Health Modernization Manual](#), (http://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public_health_modernization_manual.pdf) as well as with public health accountability outcome and process metrics (if applicable) as follows:

a. **Foundational Programs and Capabilities** (As specified in Public Health Modernization Manual)

Program Components	Foundational Program				Foundational Capabilities						
	CD Control	Prevention and health promotion	Environmental health	Access to clinical preventive services	Leadership and organizational competencies	Health equity and cultural responsiveness	Community Partnership Development	Assessment and Epidemiology	Policy & Planning	Communications	Emergency Preparedness and Response
Asterisk (*) = Primary foundational program that aligns with each component X = Other applicable foundational programs					X = Foundational capabilities that align with each component						
Epidemiological investigations that report, monitor and control Sexually Transmitted Diseases and HIV.	*					X		X			
STD client services (screening, testing, treatment, prevention).	*			X		X		X			
Condom and lubricant distribution.	*					X	X				

b. The work in this Program Element helps Oregon’s governmental public health system achieve the following Public Health Accountability Metric:

Gonorrhea rates

c. The work in this Program Element helps Oregon’s governmental public health system achieve the following Public Health Modernization Process Measure:

- (1) Percent of gonorrhea cases that had at least one contact that received treatment; and
- (2) Percent of gonorrhea case reports with complete “priority” fields. As used herein, priority fields are defined as: race, ethnicity, gender of patient’s sex partners, HIV status or date of most recent HIV test, and pregnancy status for females of childbearing age (15-44).

- 4. Procedural and Operational Requirements.** By accepting and using the Financial Assistance awarded under this Agreement and for this Program Element, LPHA agrees to conduct activities in accordance with the following requirements:
- a. LPHA acknowledges and agrees that the LPHA bears the primary responsibility, as described in Divisions 17, 18, and 19, of Oregon Administrative Rules (OAR) Chapter 333, for identifying potential STD Outbreaks within LPHA’s service area, for preventing the incidence of STDs within LPHA’s service area, and for reporting in a timely manner (as in 6.a.) the incidence of Reportable STDs within LPHA’s service area.
 - b. LPHA will be reimbursed according to the following model for each new case of the following categories of syphilis infection documented in Orpheus for which LPHA provides STD Client Services:
 - (1) Pregnant female syphilis case = \$1,125
 - (2) Female syphilis case of reproductive age (15-44) = \$1,125
 - (3) Male early syphilis case with female partner of reproductive age = \$500
 - c. LPHA must provide or refer client for STD Client Services in response to an individual seeking such services from LPHA. STD Client Services consist of screening individuals for Reportable STDs and treating individuals infected with Reportable STDs and their sexual partners for the disease.
 - d. As required by applicable law, LPHA must provide STD Client Services including case finding, treatment (not applicable for HIV) and prevention activities, to the extent that local resources permit, related to HIV, syphilis, gonorrhea, and chlamydia in accordance with:
 - (1) Oregon Administrative Rules (OAR), Chapter 333, Divisions 17, 18, and 19;
 - (2) “OHA Investigative Guidelines for Notifiable Diseases” which can be found at: <http://bit.ly/OR-IG> ;
 - (3) Oregon Revised Statutes (ORS), Chapters 431 & 433; and
 - (4) Current “Centers for Disease Control and Prevention Sexually Transmitted Disease Guidelines,” which can be found at: <https://www.cdc.gov/std/treatment/>.
 - e. OHA may provide, pursuant to this agreement, In-Kind Resources or Technical Assistance to assist LPHA in delivering STD Client Services. If LPHA receives In-Kind Resources under this Agreement in the form of medications for treating STDs, LPHA may use those medications to treat individuals infected with or suspected of having Reportable STDs or to treat the sex partners of individuals infected with Reportable STDs, subject to the following requirements:
 - (1) The medications must be provided at no cost to the individuals receiving treatment.
 - (2) LPHA must perform a monthly medication inventory and maintain a medication log of all medications supplied to LPHA under this Agreement. Specifically, LPHA must log-in and log-out each dose dispensed.
 - (3) LPHA must log and document appropriate disposal of medications supplied to LPHA under this Agreement which have expired and thereby, prevent their use.
 - (4) If the LPHA self certifies as a 340B STD clinic site and receives reimbursement for 340B medications from OHA, they must only use “340B medications” to treat individuals for STDs in accordance with the Health Resources and Services Administration (HRSA) Office of Pharmacy Affairs regulations regarding “340B Drug Pricing Program”.

- (5) If LPHA Subcontracts with another person to provide STD Client Services required under this Program Element, the In-Kind Resources in the form of medications received by LPHA from OHA must be provided, free of charge, to the Subcontractor for the purposes set out in this section and the Subcontractor must comply with all requirements related to such medications unless OHA informs LPHA in writing that the medications cannot be provided to the Subcontractor. The LPHA must document the medications provided to a Subcontractor under this section
- (6) If LPHA receives In-Kind Resources under this Agreement in the form of condoms and lubricant, LPHA may distribute those supplies at no cost to individuals infected with an STD and to other individuals who are at risk for STDs. LPHA may not, under any circumstances, sell condoms supplied to LPHA under this Agreement. LPHA shall store condoms in a cool, dry place to prevent damage and shall check expiration date of condoms at least once annually.

5. General Revenue and Expense Reporting. In lieu of the LPHA completing an “Oregon Health Authority Public Health Division Expenditure and Revenue Report” located in Exhibit C of this Agreement, OHA will send a pre-populated invoice to the LPHA for review and signature on or before the 5th business day of the month following the end of the first, second, third and fourth fiscal year quarters. The LPHA must submit the signed invoice no later than 30 calendar days after receipt of the invoice from OHA. The invoice will document the number of pregnant female syphilis cases, female syphilis cases of reproductive age, and male early syphilis cases with a female partner of reproductive age for which the LPHA provided services in the previous quarter. Pending approval of the invoice, OHA will remit payment to the LPHA. Funds under this program element will not be paid in advance or on a 1/12th schedule.

6. Reporting Requirements.

- a. LPHA must review laboratory and health care provider case reports by the end of the calendar week in which initial laboratory or physician report is made. All confirmed and presumptive cases shall be reported to the OHA HIV/ STD/TB (HST) Program by recording the case in the Oregon Public Health Epi User System (Orpheus), the State’s online integrated disease reporting system.
- b. LPHA must submit data regarding STD Client Services, risk criteria and demographic information to OHA via direct entry into the centralized ORPHEUS database.

7. Performance Measures.

LPHA must operate the STD Client Services program in a manner designed to make progress toward achieving the following Public Health Modernization Process Measure:

- a. Percent of gonorrhea cases that had at least one contact that received treatment; and
- b. Percent of gonorrhea case reports with complete “priority” fields.

Program Element #12: Public Health Emergency Preparedness (PHEP) Program

1. **Description.** Funds provided under this Agreement for this Program Element may only be used in accordance with, and subject to, the requirements and limitations set forth below to deliver the Public Health Emergency Preparedness (PHEP) Program.

The PHEP Program shall address mitigation, preparedness, response and recovery phases for public health emergencies through plan development and revision, exercise and response activities based on the 15 Centers for Disease Control and Prevention (CDC) Public Health Emergency Preparedness and Response Capabilities.

Emergency Preparedness and Response is one of the seven foundational capabilities described in the Oregon Public Health Modernization Manual. The foundational capabilities are needed for governmental public health to meet its charge to improve the health of everyone in Oregon. The vision for this foundational capability is as follows: A healthy community is a resilient community that is prepared and able to respond to and recover from public health threats and emergencies.¹

All changes to this Program Element are effective upon receipt of grant award unless otherwise noted in Exhibit C of the Financial Assistance Award.

2. **Definitions Relevant to PHEP Programs Specific to Public Health Emergency Preparedness.**

- a. **Access and Functional Needs:** Access and Functional Needs Populations are defined as those whose members may have additional needs before, during, and after an incident in functional areas, including but not limited to maintaining independence, communication, transportation, supervision, and medical care. Individuals in need of additional response assistance may include those who have disabilities,² live in institutionalized settings, are elderly, are children, are from diverse cultures, have limited English proficiency or are non-English speaking, or are transportation disadvantaged.
- b. **Base Plan:** A plan that is maintained by LPHA, describing fundamental roles, responsibilities and activities performed during preparedness, mitigation, response and recovery phases. This plan may be titled as the Emergency Support Function #8, an annex to the County Emergency Operations Plan, Public Health All-Hazards Plan, or other title that fits into the standardized county emergency preparedness nomenclature.
- c. **Budget Period:** The intervals of time (usually 12 months) into which a multi-year project period is divided for budgetary/ funding use. For purposes of this Program Element, Budget Period is July 1 through June 30.
- d. **CDC:** U.S. Department of Health and Human Services, Centers for Disease Control and Prevention.
- e. **CDC Public Health Emergency Preparedness and Response Capabilities:** The 15 capabilities developed by the CDC to serve as national public health preparedness standards for state and local planning.³
- f. **Due Date:** If a Due Date falls on a weekend or holiday, the Due Date will be the next business day following.
- g. **Health Alert Network (HAN):** A web-based, secure, redundant, electronic communication and collaboration system operated by OHA, available to all Oregon public health officials, hospitals, labs and service providers. The data it contains is maintained jointly by OHA and all LPHAs. This system provides continuous, high-speed electronic access for Oregon public health officials and service providers to public health information including the capacity for broadcasting

information to Oregon public health officials and service providers in an emergency, 24 hours per day, 7 days per week, 365 days per year. The secure HAN has a call down engine that can be activated by state or local HAN administrators.

- h. **Health Security Preparedness and Response (HSPR):** A state level program that is a joint effort with the Conference of Local Health Officials (CLHO) and Native American Tribes (Tribes) to develop public health systems to prepare for and respond to major threats, acute threats, and emergencies that impact the health of people in Oregon.
- i. **Health Care Coalition (HCC):** A health care coalition (HCC) as a coordinating body that incentivizes diverse and often competitive health care organizations and other community partners with differing priorities and objectives and reach to community members to work together to prepare for, respond to, and recover from emergencies and other incidents that impact the public's health.
- j. **Medical Countermeasures (MCM):** Vaccines, antiviral drugs, antibiotics, antitoxin, etc. in support of treatment or prophylaxis to the identified population in accordance with public health guidelines or recommendations. This includes the Strategic National Stockpile (SNS), a CDC program developed to provide rapid delivery of pharmaceuticals, medical supplies and equipment for an ill-defined threat in the early hours of an event, a large shipment of specific items when a specific threat is known or technical assistance to distribute SNS material. SNS program support includes vendor managed inventory (VMI) and Federal Medical Stations.
- k. **National Incident Management System (NIMS):** The U.S. Department of Homeland Security system for integrating effective practices in emergency preparedness and response into a comprehensive national framework for incident management. The NIMS enables emergency responders at all levels and in different disciplines to effectively manage incidents no matter what the cause, size or complexity.⁵
- l. **Public Information Officers (PIOs):** The communications coordinators or spokespersons for governmental organizations.
- m. **Public Health Accreditation Board (PHAB):** A non-profit organization dedicated to improving and protecting the health of the public by advancing the quality and performance of tribal, state, local and territorial public health departments.⁶
- n. **Public Health Emergency Preparedness (PHEP):** local public health programs designed to better prepare Oregon to respond to, mitigate, and recover from emergencies with public health impacts.
- o. **Public Health Preparedness Capability Surveys:** A series of surveys sponsored by HSPR for capturing information from LPHAs for HSPR to report to CDC.

3. **Program Components.** Activities and services delivered under this Program Element align with Foundational Programs and Foundational Capabilities, as defined in [Oregon’s Public Health Modernization Manual](#),¹ (http://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public_health_modernization_manual.pdf) as well as with public health accountability outcome and process metrics (if applicable) as follows:

a. **Foundational Programs and Capabilities** (As specified in Public Health Modernization Manual)

Program Components	Foundational Program					Foundational Capabilities							
	CD Control	Prevention and health promotion	Environmental health	Population Health	Access to clinical preventive services Direct services	Leadership and organizational competencies	Health equity and cultural responsiveness	Community Partnership Development	Assessment and Epidemiology	Policy & Planning	Communications	Emergency Preparedness and Response	
<i>Asterisk (*) = Primary foundational program that aligns with each component</i>					<i>X = Foundational capabilities that align with each component</i>								
<i>X = Other applicable foundational programs</i>													
Planning	X	X	X	X		X	X	X	X	X	X	X	
Partnerships and MOUs	X	X	X	X		X	X	X	X	X	X	X	
Surveillance and Assessment	X	X	X	X		X	X	X	X	X	X	X	
Response and Exercises	X	X	X	X		X	X	X	X	X	X	X	
Training and Education	X	X	X	X		X	X	X	X	X	X	X	

Note: Emergency preparedness crosses over all foundational programs.

b. **The work in this Program Element helps Oregon’s governmental public health system achieve the following Public Health Accountability Metric:** Not applicable

c. **The work in this Program Element helps Oregon’s governmental public health system achieve the following Public Health Modernization Process Measure:** Not applicable

4. **Procedural and Operational Requirements.** By accepting and using the Financial Assistance awarded under this Agreement and for this Program Element, LPHA agrees to conduct activities in accordance with the following requirements:

a. Engage in activities as described in its approved PHEP workplan and multi-year training and exercise plan (MYTEP), which are due to OHA HSPR on or before August 15 and which has been approved by OHA HSPR by September 15. LPHA must use the PHEP Work Plan Template Instructions and Guidance which is set forth in Attachment 1, incorporated herein with this reference.

- b. Use funds for this Program Element in accordance with its approved PHEP budget, which is due to OHA HSPR on or before August 15 and which has been approved by OHA HSPR by September 15. LPHA must use the PHEP Budget Template which is set forth in Attachment 2, incorporated herein with this reference. Modifications to the budget exceeding \$5,000 require submission of a revised budget to the liaison and final receipt of approval from the HSPR fiscal officer.

- (1) **Contingent Emergency Response Funding:** Such funding is subject to restrictions imposed by CDC at the time of the emergency and would provide funding under circumstances when a delay in award would result in serious injury or other adverse impact to the public.

Since the funding is contingent upon Congressional appropriations, whether contingent emergency response funding awards can be made will depend upon the facts and circumstances that exist at the time of the emergency; the particular appropriation from which the awards would be made, including whether it contains limitations on its use; authorities for implementation; or other relevant factors. No activities are specified for this authorization at this time.

- (2) **Non-Supplantation.** Funds provided under this Agreement for this Program Element must not be used to supplant state, local, other non-federal, or other federal funds.
- (3) **Public Health Preparedness Staffing.** LPHA must identify a PHEP Coordinator who is directly funded from PHEP grant. LPHA staff who receive PHEP funds must have planned activities identified within the approved PHEP workplan. The PHEP Coordinator will be the OHA's chief point of contact related to program issues. LPHA must implement its PHEP activities in accordance with its approved PHEP workplan.
- (4) **Use of Funds.** Funds awarded to the LPHA under this Agreement for this Program Element may only be used for activities related to the CDC Public Health Emergency Preparedness and Response Capabilities in accordance with an approved PHEP budget using the template set forth as Attachment 2 to this Program Element. Modifications to the budget exceeding \$5,000 require submission of a revised budget to the liaison and final receipt of approval from the HSPR fiscal officer.
- (5) **Conflict between Documents.** In the event of any conflict or inconsistency between the provisions of the approved PHEP Work Plan or PHEP Budget and the provisions of this Agreement, this Agreement shall control.

- c. **Statewide and Regional Coordination:** LPHA must coordinate and participate with state, regional, and local partners as follows:

- (1) Attendance by LPHA leadership, PHEP coordinator, or other staff involved in preparedness activities is strongly encouraged at one of the HSPR co-sponsored preparedness conferences, which includes the Oregon Epidemiologists' Meeting (OR-Epi) and the Oregon Prepared Conference.
- (2) Participation in emergency preparedness subcommittees, work groups and projects for the sustainment of public health emergency preparedness as appropriate.
- (3) Participation in a minimum of 75% of the regional or local HCC meetings.⁷
- (4) Participation and planning at the local level in all required statewide exercises, including the Statewide MCM Dispensing and Distribution full scale exercises.¹⁰
- (5) Participation in a minimum of 75% of statewide HSPR-hosted monthly conference calls for LPHAs and Tribes.

- (6) Participation in activities associated with local, regional, or statewide emerging threats or incidents as identified by HSPR or LPHA that includes timely assessment and sharing of essential elements of information for identification and investigation of an incident with public health impact, [9](#), [18](#), [21](#) as agreed upon by HSPR and the CLHO Emergency Preparedness and Response subcommittee.
 - (7) Work to develop and maintain a portfolio of community partnerships to support preparedness, mitigation, response and recovery efforts.^{[1](#), [14](#)} Portfolio must include viable contact information from community sectors as defined by the CDC: business; community leadership; cultural and faith-based groups and organizations; emergency management; healthcare; human services; housing and sheltering; media; mental/behavioral health; office of aging or its equivalent; education and childcare settings.^{[12](#)}
- d. Public Health Preparedness Capability Survey:** LPHA must complete all applicable Public Health Preparedness Capability Survey(s) sponsored by HSPR by December 1 each year or applicable Due Date based on CDC requirements.^{[1](#), [8](#)}
- e. PHEP Work Plan:** PHEP Work Plans must be written with clear and measurable objectives in support of the CDC Public Health Emergency Preparedness and Response Capabilities with timelines and include:
- (1) At least three broad program goals that address gaps, operationalize plans, and guide PHEP work plan activities.
 - (a) Planning
 - (b) Training and education
 - (c) Exercises.
 - (d) Community Education and Outreach and Partner Collaboration.
 - (e) Administrative and Fiscal activities.
 - (2) Activities will include or address persons with Access and Functional Needs.
 - (3) Local public health leadership will review and approve PHEP workplans.
- f. PHEP Workplan Performance:** LPHA must complete activities in their HSPR approved PHEP workplans by June 30 each year. If LPHA completes fewer than 75% of the non-fiscal and non-administrative planned activities in its PHEP Work Plan for two consecutive years, not due to unforeseen public health events, it may not be eligible to receive funding under this Program Element in the next fiscal year. Work completed in response to a HSPR-required exercise, a response to an uncommon disease outbreak, or other uncommon event of significance that requires an LPHA response and is tied to the CDC Public Health Emergency Preparedness and Response Capabilities may, upon HSPR approval, be used to replace PHEP Work Plan activities interrupted or delayed.
- g. 24/7/365 Emergency Contact Capability.**
- (1) LPHA must establish and maintain a single telephone number whereby, physicians, hospitals, other health care providers, OHA and the public can report public health emergencies within the LPHA service area. [9](#), [15](#), [16](#)

- (2) The contact number must be easy to find through sources in which the LPHA typically makes information available including local telephone directories, traditional websites and social media pages. It is acceptable for the publicly listed phone number to provide after-hours contact information by means of a recorded message. LPHA must list and maintain both the switchboard number and the 24/7/365 numbers on the HAN. [1](#), [9](#), [15](#), [16](#)
- (3) The telephone number must be operational 24 hours a day, 7 days a week, 365 days a year and be an eleven-digit telephone number available to callers from outside the local emergency dispatch. LPHA may use an answering service or their 911 system in this process, but the eleven-digit telephone number of the local 911 operators must be available for callers from outside the locality. [1](#), [9](#), [15](#), [16](#)
- (4) The LPHA telephone number described above must be answered by a knowledgeable person with the ability to properly route the call to a local public health administrator or designee.
- (5) An LPHA official must respond within 60 minutes, to calls received on 24/7/365 telephone number, during statewide communication drills and quarterly tests. [13](#)
- (6) Quarterly test calls to the 24/7/365 telephone line will be conducted by HSPR program staff.

h. HAN

- (1) A HAN Administrator must be appointed for LPHA and this person's name and contact information must be provided to the HSPR liaison and the State HAN Coordinator. [1](#), [9](#), [15](#)
- (2) The HAN Administrator must:
 - (a) Agree to the HAN Security Agreement and State of Oregon Terms and Conditions.
 - (b) Complete appropriate HAN training for their role.
 - (c) Ensure local HAN user and county role directory is maintained (add, modify and delete users; make sure users have the correct license).
 - (d) Act as a single point of contact for all LPHA HAN issues, user groups, and training.
 - (e) Serve as the LPHA authority on all HAN related access (excluding hospitals and Tribes).
 - (f) Coordinate with the State HAN Coordinator to ensure roles are correctly distributed within each county.
 - (g) Ensure participation in OHA Emergency Support Function 8 (Health and Medical) tactical communications exercises. Deliverable associated with this exercise will be the test of the LPHA HAN system roles via alert confirmation for: Health Officer, Communicable Disease (CD) Coordinator(s), Preparedness Coordinator, PIO and LPHA County HAN Administrator within one hour. [13](#)
 - (h) If LPHA population is greater than 10,000, initiate at least one local HAN call down exercise/ drill for LPHA staff annually. If LPHA population is less than 10,000, demonstrate through written procedures how public health staff and responding partners are notified during emergencies.
 - (i) Perform general administration for all local implementation of the HAN system in their respective organizations.

- (j) Review LPHA HAN users two times annually to ensure users are updated, assigned their appropriate roles and that appropriate users are deactivated.
- (k) Facilitate in the development of the HAN accounts for new LPHA users.
- (l) Participate in HAN/HOSCAP Administrator conference calls as appropriate.

i. Multi-Year Training and Exercise Plan (MYTEP): LPHA must annually submit to HSPR on or before August 15, an updated MYTEP as part of their annual workplan update. [1](#), [7](#), [8](#), [10](#), [15](#) The MYTEP must meet the following conditions:

- (1) Demonstrate continuous improvement and progress toward increased capability to perform functions and tasks associated with the CDC Public Health Emergency Preparedness and Response Capabilities.
- (2) Include priorities that address lessons learned from previous exercises events, or incidents as described in the LPHA’s After Action Reports (AAR)/ Improvement Plans (IP).
- (3) LPHA must work with Emergency Management, local health care partners and other community partners to integrate exercises and align MYTEPs, as appropriate.
- (4) Identify at least two exercises per year if LPHA’s population is greater than 10,000 and one exercise per year if LPHA’s population is less than 10,000.
- (5) Identify a cycle of exercises that increase in complexity over a three-year period, progressing from discussion-based exercises (e.g. seminars, workshops, tabletop exercises, games) to operation-based exercises (e.g. drills, functional exercises and full-scale exercises); exercises of similar complexity are permissible within any given year of the plan.
- (6) A HSPR-required exercise, a response to an uncommon disease outbreak, or other uncommon event of significance that requires an LPHA response and is tied to the CDC Public Health Emergency Preparedness and Response Capabilities may, upon HSPR approval, be used to satisfy exercise requirements.
- (7) For an exercise or incident to qualify, under this requirement the exercise or incident must:
 - (a) **Exercise:**
LPHA must:
 - Submit to HSPR Liaison 30 days in advance of each exercise an exercise notification that includes a description of the exercise, exercise objectives, CDC Public Health Emergency Preparedness and Response Capabilities addressed, a list of invited participants, and a list of exercise planning team members.
 - Involve two or more participants in the planning process.
 - Involve two or more public health staff and/ or related partners as active participants.
 - Submit to HSPR Liaison an After Action Report/ Improvement Plan within 60 days of every exercise completed.

(b) Incident:

During an incident LPHA must:

- Submit LPHA incident objectives or Incident Action Plan to HSPR Liaison within 48 hours of receiving notification of an incident that requires an LPHA response.
- Submit to HSPR Liaison an After Action Report/Improvement Plan within 60 days of every incident or public health response completed.

- (8)** LPHA must coordinate exercise design and planning with local Emergency Management and other partners for community engagement,¹ as appropriate.
- (9)** Staff responsible for emergency planning and response roles must be trained for their respective roles consistent with their local emergency plans and according to CDC Public Health Emergency Preparedness and Response Capabilities,¹³ the Public Health Accreditation Board, and the National Incident Management System.⁵ The training portion of the plan must:
- (a)** Include training on how to discharge LPHA statutory responsibility to take measures to control communicable disease in accordance with applicable law.
 - (b)** Identify and train appropriate LPHA staff¹⁷ to prepare for public health emergency response roles and general emergency response based on the local identified hazards.

j. Maintaining Training Records: LPHA must maintain training records that demonstrate NIMS compliance for all local public health staff with emergency response roles .¹¹

k. Plans: LPHA must maintain and execute emergency preparedness procedures and plans as a component of its jurisdictional Emergency Operations Plan.

- (1)** LPHA must establish and maintain at a minimum the following plans:^{22, 25}:
- (a)** Base Plan.
 - (b)** Medical Countermeasure Dispensing and Distribution (MCMDD) plan.^{1, 8, 10, 15, 19, 20, 25}
 - (c)** Continuity of Operations Plan (COOP)^{1, 4, 15}
 - (d)** Communications and Information Plan.¹⁶
- (2)** All plans, annexes, and appendices must:
- (a)** Be updated whenever an After Action Report improvement item is identified as requiring a change or biennially at a minimum,
 - (b)** Address, as appropriate, the CDC Public Health Emergency Preparedness and Response Capabilities based on the local identified hazards,
 - (c)** Be functional and operational by June 30, 2022,^{8, 10, 24}
 - (d)** Comply with the NIMS,^{5, 23}
 - (e)** Include a record of changes that includes a brief description, the date, and the author of the change made, and
 - (f)** Include planning considerations for persons with Access and Functional Needs.

5. **General Revenue and Expense Reporting.** LPHA must complete an “Oregon Health Authority Public Health Division Expenditure and Revenue Report” located in Exhibit C of this Agreement. These reports must be submitted to OHA 30 days following the end of the first, second and third quarters, and no later than 50 calendar days following the end of the fourth quarter (or 12-month period).
6. **Reporting Requirements.**
- a. **PHEP Work Plan.** LPHA must implement its PHEP activities in accordance with its HSPR approved PHEP workplan using the template set forth in Attachment 1 to this Program Element. Dependent upon extenuating circumstances, modifications to this PHEP workplan may only be made with HSPR agreement and approval. Proposed PHEP workplan will be due on or before August 15. Final approved PHEP workplan will be due on or before September 15.
 - b. **Mid-year and end of year PHEP Workplan reviews.** LPHA must complete PHEP workplan updates in coordination with their HSPR liaison on at least a minimum of a semi-annual basis and by August 15 and February 15.
 - c. **Triennial Review.** This review will be completed in conjunction with the statewide Triennial Review schedule as determined by the Office of the State Public Health Director. This Agreement will be integrated into the Triennial Review Process.
 - d. **Multi-Year Training and Exercise Plan (MYTEP).** LPHA must annually submit a MYTEP to HSPR Liaison on or before August 15. Final approved MYTEP will be due on or before September 15.
 - e. **Exercise Notification.** LPHA must submit to HSPR Liaison 30 days in advance of each exercise an exercise notification that includes a description of the exercise, exercise objectives, CDC Public Health Emergency Preparedness and Response Capabilities addressed, a list of invited participants, and a list of exercise planning team members.
 - f. **Response Documentation.** LPHA must submit LPHA incident objectives or Incident Action Plan to HSPR Liaison within 48 hours of receiving notification of an incident that requires an LPHA response
 - g. **After Action Report / Improvement Plan.** LPHA must submit to HSPR Liaison an After Action Report/Improvement Plan within 60 days of every exercise, incident, or public health response completed.
7. **Performance Measures:** LPHA will progress local emergency preparedness planning efforts in a manner designed to achieve the 15 CDC National Standards for State and Local Planning for Public Health Emergency Preparedness and is evaluated by Mid-year, End of Year and Triennial Reviews.³

ATTACHMENT 1
PHEP Work Plan Template Instructions and Guidance
Oregon HSPR Public Health Emergency Preparedness
Program

For grant cycle: July 1, 2019 – June 30, 2020

DUE DATE

Proposed PHEP workplan will be due on or before August 15. Final approved PHEP workplan will be due on or before September 15.

REVIEW PROCESS

Your approved PHEP workplan will be reviewed with your PHEP liaison by February 15 and August 15.

GENERAL STRATEGIES TO DEVELOP YOUR WORKPLAN

Refer to Section 4.e of this Program Element for more information.

WORKPLAN CATEGORIES

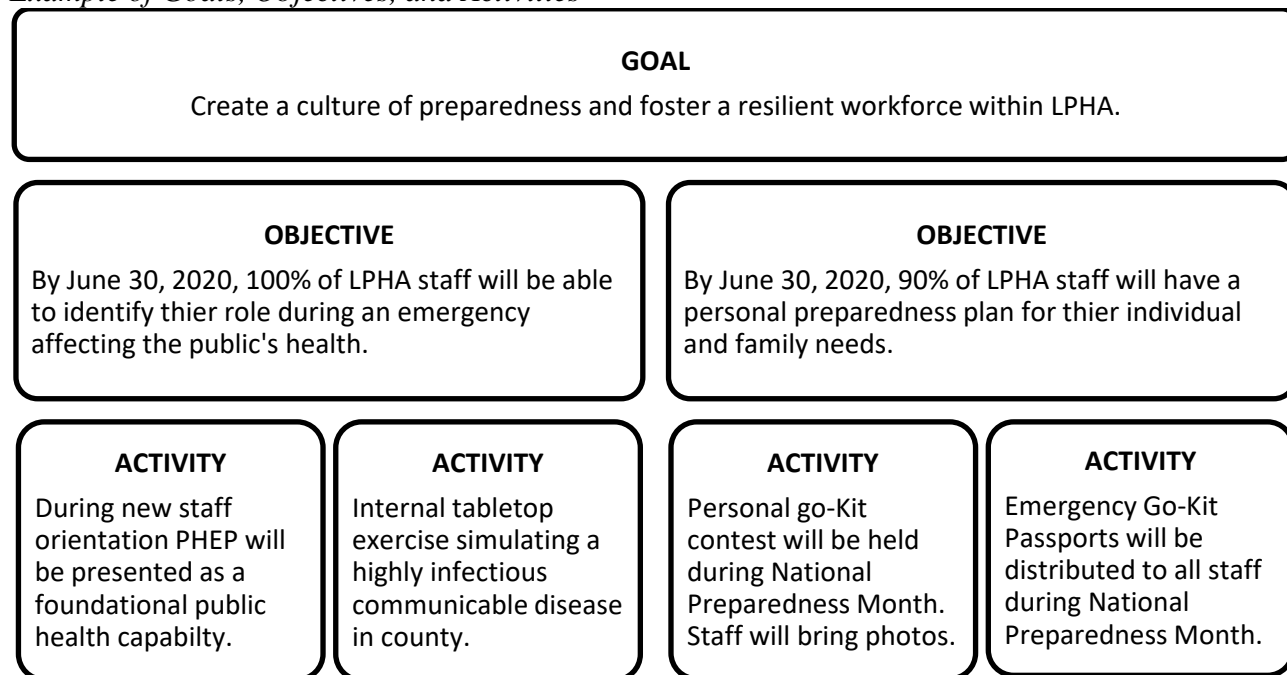
CDC Capability: Identify which CDC Capability your program goals will address.

PROGRAM GOALS: Establish at least three broad program goals that address gaps, operationalize plans, and guide workplan activities. Goals are big picture outcomes you want to achieve from your workplan activities and must support a CDC Capability.

OBJECTIVES: Use clear and measurable objectives with identified time frames to describe what the LPHA will complete during the grant year. Objectives support goals. They are what you plan to accomplish.

ACTIVITIES: Activities are how you plan to accomplish your goals.

Example of Goals, Objectives, and Activities



TRAINING AND EDUCATION: List planned preparedness trainings, workshops attended by staff.

DRILLS and EXERCISES: List all drills and exercises you plan to conduct or significantly participate in and identify annual exercises in accordance with your approved MYTEP and as required in Section 4.i. of

this Program Element. You may use this section of the workplan to qualify as your MYTEP, or you may use a format that best meets your LPHA's needs.

PLANNING: List all plans, procedures, updates, and revisions that need to be conducted in accordance with your planning cycle or any other planning activities that will be conducted this year. You should also review all After Action Reports/Improvement Plans completed during the previous grant year to identify planning activities that should be conducted this year.

PARTNER COLLABORATION: List all meetings regularly attended or led by public health preparedness program staff and any special collaborations you will be conducting this year.

COMMUNITY EDUCATION AND MEDIA OUTREACH: List any activities you plan to conduct that enhance community preparedness or resiliency including community events, public presentations, and social or traditional media campaigns.

INCIDENTS AND RESPONSE ACTIVITIES: List incidents and response activities that occurred during the current grant cycle. If an OERS Number was assigned, please include the number. Identify the outcomes from the incident and response activities, include date(s) of the incident and action taken.

UNPLANNED ACTIVITY: List activities or events that were not included when workplan was first approved. Please identify outcomes for the unplanned activity, include date(s) of occurrence and actions taken.

ACTUAL OUTCOMES: To be filled in after activity is conducted. Describe what is achieved and the products created from this activity.

DATE COMPLETED: When updating the workplan, record date of the completed activities and/or objective.

NOTES: For additional explanation, such as After Action Report/ Improvement Plan references.

_____ County					
CDC Cap. #s					
Goal 1:					
Goal 2:					
Goal 3:					
Training and Education					
Goal #	Objectives (What you want to accomplish)	Planned Activities (How you plan to accomplish the objective.)	Date Completed	Progress/Actual Outcomes (What you actually accomplished)	Notes (AAR references, carryover explanations, etc.)
Unplanned Training and Education					
Drills and Exercises					
Goal #	Objectives	Planned Activities	Date Completed	Progress/Actual Outcomes	Notes
Unplanned Drills and Exercises					
Planning					
Goal #	Objectives	Planned Activities	Date Completed	Progress/Actual Outcomes	Notes
Unplanned Planning					
Partner Collaboration					
Goal #	Objectives	Planned Activities	Date Completed	Progress/Actual Outcomes	Notes
Unplanned Partner Collaborations					
Community Education and Media Outreach					
Goal #	Objectives	Planned Activities	Date Completed	Progress/Actual Outcomes	Notes
Unplanned Community Education					
Incident and Response Activities					
CDC Cap. #s	Incident Name/OERS #		Date(s)	Outcomes	Notes

**ATTACHMENT 2
PHEP Program Budget Template**

Preparedness Program Annual Budget			
County			
July 1, 2019 - June 30, 2020			
			Total
PERSONNEL		Subtotal	\$0
	List as an Annual Salary	% FTE based on 12 months	0
<i>(Position Title and Name)</i>			0
Brief description of activities, for example, This position has primary responsibility for _____ County PHEP activities.			
			0
			0
Fringe Benefits @ () % of describe rate or method			0
TRAVEL			\$0
Total In-State Travel: (describe travel to include meals, registration, lodging and mileage)		\$0	
Hotel Costs: Per Diem Costs: Mileage or Car Rental Costs: Registration Costs: Misc. Costs:			
Out-of-State Travel: (describe travel to include location, mode of transportation with cost, meals, registration, lodging and incidentals along with number of travelers)		\$0	
Air Travel Costs: Hotel Costs: Per Diem Costs: Mileage or Car Rental Costs: Registration Costs: Misc. Costs:			
CAPITAL EQUIPMENT (individual items that cost \$5,000 or more)		\$0	\$0
SUPPLIES, MATERIALS and SERVICES (office, printing, phones, IT support, etc.)		\$0	\$0

CONTRACTUAL (list each Contract separately and provide a brief description)	\$0		\$0
<i>Contract with () Company for \$____, for (____) services.</i>			
<i>Contract with () Company for \$____, for (____) services.</i>			
<i>Contract with () Company for \$____, for (____) services.</i>			
OTHER	\$0		\$0
TOTAL DIRECT CHARGES			\$0
TOTAL INDIRECT CHARGES @ ____% of Direct Expenses or describe method			\$0
TOTAL BUDGET:			\$0
Date, Name and phone number of person who prepared budget			
NOTES: Salaries should be listed as a full time equivalent (FTE) of 2,080 hours per year - for example an employee working .80 with a yearly salary of \$62,500 (annual salary) which would compute to the sub-total column as \$50,000 % of FTE should be based on a full year FTE percentage of 2080 hours per year - for example an employee listed as 50 hours per month would be $50 * 12 / 2080 = .29$ FTE			

Attachment 3 Bibliography

1. [Public Health Modernization Manual](#), Oregon Health Authority, Public Health Division. September 2017, pages 58-62.
2. [Americans With Disabilities Act of 1990](#), As Amended, Department of Justice, January 2009.
3. [Public Health Emergency Preparedness and Response Capabilities: National Standards for State, Local, Tribal, and Territorial Public Health](#), Centers for Disease Control and Prevention (CDC). October 2018.
4. [Continuity Guidance Circular](#), Federal Emergency Management Agency (FEMA), February 2018.
5. [National Incident Management System \(NIMS\)](#), Federal Emergency Management Agency (FEMA), October 2017.
6. [Public Health Accreditation Board](#).
7. United States Department of Health and Human Services 2017-2022 Hospital Preparedness Program (HPP) – Public Health Emergency Preparedness (PHEP) [Cooperative Agreement](#), CDC-RFA, TP17-1701, Domain 1
8. United States Department of Health and Human Services 2017-2022 Hospital Preparedness Program (HPP) – Public Health Emergency Preparedness (PHEP) [Cooperative Agreement](#), CDC-RFA, TP17-1701, Domain 2
9. United States Department of Health and Human Services 2017-2000 Hospital Preparedness Program (HPP) – Public Health Emergency Preparedness (PHEP) [Cooperative Agreement](#), CDC-RFA, TP17-1701, Domain 3
10. United States Department of Health and Human Services 2017-2022 Hospital Preparedness Program (HPP) – Public Health Emergency Preparedness (PHEP) [Cooperative Agreement](#), CDC-RFA, TP12-1701, Domain 4
11. [National Incident Management System \(NIMS\) – Who Takes What](#), Oregon Office of Emergency Management (OEM) September 2014.
12. [Public Health Emergency Preparedness and Response Capabilities: National Standards for State, Local, Tribal, and Territorial Public Health](#), Centers for Disease Control and Prevention (CDC), Capability 1. October 2018.
13. [Public Health Emergency Preparedness and Response Capabilities: National Standards for State, Local, Tribal, and Territorial Public Health](#), Centers for Disease Control and Prevention (CDC), Capability 3, October 2018.
14. Community partnership development, [Oregon Revised Statute](#) §431.138, 2015.
15. Emergency preparedness and response, [Oregon Revised Statute](#) §431.133, 2015.
16. Communications, [Oregon Revised Statute](#) §431.134, 2015.
17. Leadership and organizational competencies, [Oregon Revised Statute](#) §431.136, 2015.
18. Assessment and epidemiology, [Oregon Revised Statute](#) §431.132, 2015.
19. Impending Public Health Crisis: Public Health Emergency Plans, Division 3 Public Health Preparedness, [Oregon Administrative Rule](#) §333-003-0200, 2008.
20. Impending Public Health Crisis: Diagnostic and Treatment Protocols, Division 3 Public Health Preparedness, [Oregon Administrative Rule](#) §333-003-0040, 2008.
21. Impending Public Health Crisis: Access to Individually Identifiable Health Information, Division 3 Public Health Preparedness, [Oregon Administrative Rule](#) §333-003-0050, 2008.
22. Participation of Local and Tribal Governments in the Emergency Management Performance Grant (EMPG) Program of the Federal Emergency Management Agency (FEMA), [Oregon Administrative Rule](#) §104-010-0005, 2014.
23. Homeland Security Presidential Directive 5 ([HSPD-5](#)): Management of Domestic Incidents, February 2003.
24. Presidential Policy Directive 8 ([PPD-8](#)): National Preparedness, U.S. Department of Homeland Security, March 2011.
25. Homeland Security Presidential Directive 21 ([HSPD-21](#)): Public Health and Medical Preparedness, October 2007.

Program Element #13: Tobacco Prevention Education Program (TPEP)

1. **Description.** Funds provided under this Agreement for this Program Element may only be used in accordance with, and subject to, the requirements and limitations set forth below, to deliver the Tobacco Prevention Education Program (TPEP). As described in the local program plan, activities are in the following areas:
 - a. **Facilitation of Community and Statewide Partnerships:** Accomplish movement toward tobacco-free communities through a coalition or other group dedicated to the pursuit of agreed upon local and statewide tobacco control objectives. Community partnerships should include local public health leadership, health system partners, non-governmental entities as well as community leaders.
 - (1) TPEP program should demonstrate ability to mobilize timely community support for local tobacco prevention objectives.
 - (2) TPEP program should be available and ready to respond to statewide policy opportunities and threats.
 - b. **Creating Tobacco-Free Environments:** Promote the adoption of tobacco-free policies, including policies in schools, workplaces and public places. Demonstrate community progress towards establishing jurisdiction-wide tobacco-free policies (e.g. local ordinances) for workplaces that still allow indoor smoking or expose employees to secondhand smoke. Establish tobacco-free policies for all county and city properties and government campuses.
 - c. **Countering Pro-Tobacco Influences:** Reduce the promotion of tobacco in retail environments by educating and aligning decision makers about policy options for addressing the time, place and manner tobacco products are sold. Counter tobacco industry advertising and promotion. Reduce youth access to tobacco products, including advancing tobacco retail licensure and other evidence-based point of sale strategies.
 - d. **Promoting Quitting Among Adults and Youth:** Promote evidence-based practices for tobacco cessation with health system partners and implementation of Health Evidence Review Commission initiatives, including cross-sector interventions. Integrate the promotion of the Oregon Tobacco Quit Line into other tobacco control activities.
 - e. **Enforcement:** Assist OHA with the enforcement of statewide tobacco control laws, including the Indoor Clean Air Act, minors' access to tobacco and restrictions on smoking through formal agreements with OHA, Public Health Division.
 - f. **Reducing the Burden of Tobacco-Related Chronic Disease:** Address tobacco use reduction strategies in the broader context of chronic diseases and other risk factors for tobacco-related chronic diseases including cancer, asthma, cardiovascular disease, diabetes, arthritis, and stroke. Ensure LPHA decision making processes are based on data highlighting local, statewide and national tobacco-related disparities. Ensure processes engage a wide variety of perspectives from those most burdened by tobacco including representatives of racial/ethnic minorities, Medicaid users, LGBTQ community members, and people living with disabilities, including mental health and substance use challenges.

The statewide Tobacco Prevention and Education Program (TPEP) is grounded in evidence-based best practices for tobacco control. The coordinated movement involves state and local programs working together to achieve sustainable policy, systems and environmental change in local communities that mobilize statewide. Tobacco use remains the number one cause of preventable death in Oregon and nationally. It is a major risk factor in developing asthma, arthritis, diabetes, stroke, tuberculosis and ectopic pregnancy – as well as liver, colorectal and other forms of cancer. It also worsens symptoms for people already living with chronic diseases.

Funds provided under this Agreement are to be used to reduce exposure to secondhand smoke, prevent youth from using tobacco, promote evidence-based practices for tobacco cessation, educate decision makers about the harms of tobacco, and limit the tobacco industry's influence in the retail environment. Funds allocated to Local Public Health Authorities are to complement the statewide movement towards population-level outcomes including reduced tobacco disparities. All changes to this Program Element are effective upon receipt of grant award unless otherwise noted in Exhibit C of the Financial Assistance Award.

2. Definitions Specific to Tobacco Prevention Education Program (TPEP).

- a. **Oregon Indoor Clean Air Act (ICAA)** (also known as the Smokefree Workplace Law) protects workers and the public from secondhand smoke exposure in public, in the workplace, and within 10 feet of all entrances, exits, accessibility ramps that lead to and from an entrance or exit, windows that open and air-intake vents. The ICAA includes the use of "inhalant delivery systems." Inhalant delivery systems are devices that can be used to deliver nicotine, cannabinoids and other substances, in the form of a vapor or aerosol. These include e-cigarettes, vape pens, e-hookah and other devices. Under the law, people may not use e-cigarettes and other inhalant delivery systems in workplaces, restaurants, bars and other indoor public places in Oregon.

- 3. Program Components.** Activities and services delivered under this Program Element align with Foundational Programs and Foundational Capabilities, as defined in [Oregon's Public Health Modernization Manual](#), (http://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public_health_modernization_manual.pdf) as well as with public health accountability outcome and process metrics (if applicable) as follows:

a. **Foundational Programs and Capabilities** (As specified in Public Health Modernization Manual)

Program Components	Foundational Program					Foundational Capabilities						
	CD Control	Prevention and health promotion	Environmental health	Population Health	Access to clinical preventive services Direct services	Leadership and organizational competencies	Health equity and cultural responsiveness	Community Partnership Development	Assessment and Epidemiology	Policy & Planning	Communications	Emergency Preparedness and Response
Asterisk (*) = Primary foundational program that aligns with each component X = Other applicable foundational programs					X = Foundational capabilities that align with each component							
Facilitation of Community Partnerships		*		X		X	X	X	X	X	X	
Creating Tobacco-free Environments		*		X		X	X	X	X	X	X	
Countering Pro-Tobacco Influences		*				X	X	X	X	X	X	
Promoting Quitting Among Adults and Youth		X		*		X	X	X	X	X	X	
Enforcement		*	X			X	X	X	X	X	X	
Reducing the Burden of Tobacco-Related Chronic Disease		*		X		X	X	X	X	X	X	

b. **The work in this Program Element helps Oregon’s governmental public health system achieve the following Public Health Accountability Metric:**

Adults who smoke cigarettes

c. **The work in this Program Element helps Oregon’s governmental public health system achieve the following Public Health Modernization Process Measure:**

Percent of community members reached by local (tobacco retail/smoke free) policies

4. **Procedural and Operational Requirements.** By accepting and using the Financial Assistance awarded under this Agreement and for this Program Element, LPHA agrees to conduct activities in accordance with the following requirements:

- a. Engage in activities as described in its local program plan and local program budget, which has been approved by OHA and on file based on a schedule to be determined by OHA. OHA will supply the required format and current service data for use in completing the plans. LPHA must

implement its TPEP activities in accordance with its approved local program plan and local program budget. Modifications to the plans may only be made with OHA approval.

- b. Ensure that LPHA leadership is appropriately involved and its local tobacco program is staffed at the appropriate level, depending on its level of funding, as specified in the award of funds for this Program Element.
- c. Use the funds awarded under this Agreement for this Program Element in accordance with its local program budget as approved by OHA and incorporated herein by this reference. Modifications to the local program budget may only be made with OHA approval. Funds awarded for this Program Element may not be used for treatment, direct cessation delivery, other disease control programs, or other efforts not devoted to tobacco prevention and education.
- d. Attend all TPEP meetings reasonably required by OHA.
- e. Comply with OHA’s TPEP Guidelines and Policies.
- f. Coordinate its TPEP activities and collaborate with other entities receiving TPEP funds or providing TPEP services.
- g. In the event of any omission from, or conflict or inconsistency between, the provisions of the local program plan and local program budget on file at OHA, the provisions of the Agreement and this Program Element, the provisions of this Agreement and this Program Element shall control.

5. **General Revenue and Expense Reporting.** LPHA must complete an “Oregon Health Authority Public Health Division Expenditure and Revenue Report” located in Exhibit C of this Agreement. These reports must be submitted to OHA each quarter on the following schedule:

Fiscal Quarter	Due Date
First: July 1 – September 30	October 30
Second: October 1 – December 31	January 30
Third: January 1 – March 31	April 30
Fourth: April 1 – June 30	August 20

6. **Reporting Requirements.** LPHA must submit local program plan reports on a semi-annual schedule to be determined by OHA. The reports must include, at a minimum, LPHA’s progress during the reporting period towards completing activities described in its local program plan. Upon request by OHA, LPHA must also submit reports that detail quantifiable outcomes of activities and data accumulated from community-based assessments of tobacco use. LPHA leadership and program staff must participate in reporting interviews on a schedule to be determined by OHA and LPHA.

7. **Performance Measures.**

- a. LPHA must operate the Tobacco Prevention Education Program (TPEP) described in its local program plan and in a manner designed to make progress toward achieving the following Public Health Modernization Process Measure:

Percent of community members reached by local (tobacco retail/smoke free) policies

- b. If LPHA completes fewer than 75% of the planned activities in its local program plan for two consecutive reporting periods in one state fiscal year LPHA will not be eligible to receive funding under this Program Element during the next state fiscal year.

Program Element #42: Maternal, Child and Adolescent Health (MCAH) Services

1. **Description.** Funds provided under this Agreement for this Program Element may only be used in accordance with, and subject to, the requirements and limitations set forth below, to deliver Maternal, Child and Adolescent Health (MCAH) Services.

General Description. Funding provided under this Agreement for this Program Element shall only be used in accordance with and subject to the restrictions and limitations set forth below and the Federal Title V Maternal and Child Health Block Grant Services (Title V) to provide the following services:

- a. Title V MCH Block Grant Services;
- b. Perinatal, Child and Adolescent Health General Fund Preventive Health Services;
- c. Oregon Mothers Care (OMC) Services;
- d. MCH Public Health Nurse Home Visiting Services (Babies First!, Family Connects, Nurse Family Partnership).

If funds awarded for MCAH Services, in the Financial Assistance Award located in Exhibit C to this Agreement, are restricted to a particular MCAH Service, those funds shall only be used by LPHA to support delivery of that specific service. All performance by LPHA under this Program Element, including but not limited to reporting obligations, shall be to the satisfaction of OHA.

All changes to this Program Element are effective upon receipt of grant award unless otherwise noted in Exhibit C of the Financial Assistance Award.

2. **Definitions Specific to Maternal, Child and Adolescent Health (MCAH) Services.**

- a. **Title V MCH Block Grant Services:** The purpose of Title V MCH Block grant is to provide a foundation for ensuring the health of the Nation's mothers, women, children, and youth. Services delivered using Federal Title V MCH funding will comply with Federal Title V MCH statute and Oregon's Title V MCH implementation guidance, and address Oregon's Title V priorities.
- b. **Perinatal, Child and Adolescent Health General Fund Preventive Health Services:** Activities, functions, or services that support the optimal health outcomes for women before and between pregnancies, during the perinatal time period, infants, children and adolescents.
- c. **OMC Services:** Referral services to prenatal care and related services provided to pregnant women as early as possible in their pregnancies, with the goal of improving access to early prenatal care services in Oregon. OMC Services shall include an ongoing outreach campaign, utilization of the statewide toll-free 211 Info telephone hotline system, and local access sites to assist women to obtain prenatal care services.
- d. **MCH Public Health Nurse Home Visiting Services (Babies First!, Family Connects, Nurse Family Partnership):** The primary goal of MCH Public Health Nurse Home Visiting Services are to strengthen families and improve the health status of women and children.. Services are delivered or directed by public health nurses (PHNs) and are provided during home visits.

3. **Program Components.** Activities and services delivered under this Program Element align with Foundational Programs and Foundational Capabilities, as defined in [Oregon’s Public Health Modernization Manual](#), (http://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public_health_modernization_manual.pdf) as well as with public health accountability outcome and process metrics (if applicable) as follows:

a. **Foundational Programs and Capabilities** (As specified in Public Health Modernization Manual)

Program Components	Foundational Program					Foundational Capabilities						
	CD Control	Prevention and health promotion	Environmental health	Population Health	Access to clinical preventive services Direct services	Leadership and organizational competencies	Health equity and cultural responsiveness	Community Partnership Development	Assessment and Epidemiology	Policy & Planning	Communications	Emergency Preparedness and Response
Asterisk (*) = Primary foundational program that aligns with each component X = Other applicable foundational programs					X = Foundational capabilities that align with each component							
(Component 1) Title V MCH Block Grant Services		*		X	X	X	X	X	X	X	X	
(Component 2) Perinatal, Child and Adolescent Health General Fund Preventive Health Services		*		X	X		X	X	X		X	
(Component 3) Oregon Mothers Care Services		*		X	X		X	X	X		X	
(Component 4) MCH PHN Home Visiting Services		*		X	X		X	X	X		X	

b. **The work in this Program Element helps Oregon’s governmental public health system achieve the following Public Health Accountability Metric:** Not Applicable

c. **The work in this Program Element helps Oregon’s governmental public health system achieve the following Public Health Modernization Process Measure:** Not Applicable

4. Procedural and Operational Requirements. By accepting and using the Financial Assistance awarded under this Agreement and for this Program Element, LPHA agrees to conduct activities in accordance with the following requirements:

a. General Requirements

- (1) **Data Collection.** LPHA must provide MCAH client data, in accordance with Title V Section 506 [42 USC 706], defined by revised 2015 Federal Guidance, to OHA with respect to each individual receiving any MCAH Service supported in whole or in part with MCAH Service funds provided under this Agreement.
- (2) MCAH Services must be implemented with a commitment to racial equity as demonstrated by the use of policies, procedures and tools for racial equity and cultural responsiveness.
- (3) **Funding Limitations.** Funds awarded under this Agreement for this Program Element and listed in the Exhibit C, Financial Assistance Award must be used for services or activities described in this Program Element according to the following limitations:
 - (a) **MCAH Title V CAH and Flexible Funds (PE42-01, PE42-02):**
 - i. Funds are designated for services for women, infants, children, and adolescents less than 21 years of age (Title V, Section 505 [42 USC 705(a)(3)(A)]).
 - ii. Title V funds shall not be used as match for any federal funding source.
 - iii. Title V funds must be used for services that support federal or state-identified Title V MCAH priorities as outlined in section.
 - iv. LPHA shall not use more than 10% of the Title V funds awarded for a particular MCAH Service on indirect costs. For purposes of this Program Element, indirect costs are defined as “costs incurred by an organization that are not readily identifiable but are nevertheless necessary to the operation of the organization and the performance of its programs.” These costs include, but are not limited to, “costs of operating and maintaining facilities, for administrative salaries, equipment, depreciation, etc.” in accordance with Title V, Section 504 [42 USC 704(d)].
 - v. Charges imposed by a State for services under this program must be pursuant to a published schedule of charges and adjusted to reflect the income, resources, and family size of the recipients. No charges may be imposed for low-income mothers or children (42 USC 705(a)(5)(D)). The official poverty guideline, as revised annually by HHS, shall be used to determine whether an individual is considered low-income for this purpose.
 - (b) **MCAH Perinatal General Funds and Title XIX (PE42-03):** Funds must be used for public health services for women during the perinatal period (one year prior to conception through two years postpartum).
 - (c) **MCAH Babies First! General Funds (PE42-04):** Funds are limited to expenditures for MCH PHN Home Visiting Services (Babies First!, Family Connects, Nurse Family Partnership).

- (d) **MCAH Oregon Mother’s Care Title V (PE42-05):** Funds must be used for implementing OMC.
- (e) **MCAH CAH General Funds and Title XIX (PE42-06):** Funds must be used for public health services for infants, children and adolescents.

b. Title V MCH Block Grant Services. All Title V MCH Block Grant Services supported in whole or in part with funds provided under this Agreement must be delivered in accordance with the following procedural and operational requirements:

- (1) **Medicaid Application.** Title V of the Social Security Act mandates that all maternal and child health-related programs identify and provide application assistance for pregnant women and children potentially eligible for Medicaid services. LPHA must collaborate with OHA to assure Medicaid application assistance to pregnant women and children who receive MCAH Services supported in whole or in part with funds provided under this Agreement for this Program Element and who are potentially eligible for Medicaid services, according to Title V Section 505 [42 USC 705].
- (2) LPHA must submit an annual plan for use of Title V funds demonstrating how Title V funds support activities directly related to Oregon’s Title V Priorities as operationalized by the Title V online reporting form. The Title V Plan shall include:
 - (a) Rationale for priorities selected reflecting the health needs of the MCAH population;
 - (b) Strategies, measures and timelines that coordinate with and support Oregon’s Title V priorities, strategies and Action Plan;
 - (c) Plan to measure progress and outcomes of the Title V funded activities;
 - (d) Prior year use of Title V funds; and
 - (e) Projected use of Title V funds and other funds supporting the Title V annual plan.
- (3) LPHA must provide Title V MCH Block Grant Services administered or approved by OHA that support optimal health outcomes for women, infants, children, adolescents, and families. Title V MCH Block Grant Services include strategies and activities aligned with:
 - (a) Oregon’s current Title V MCH Block Grant Application including:
 - i. Oregon’s Title V MCH national and state-specific priorities and performance measures based on findings of Oregon’s 5 year Title V MCH Block Grant Needs Assessment as defined across six population domains: Maternal/Women’s health, Perinatal/Infant Health, Child Health, Children and Youth with Special Healthcare Needs, Adolescent Health, Cross-Cutting or Systems.
 - ii. Oregon’s evidence-based/informed Title V strategies and measures
 - iii. Other MCAH Services identified through the annual plan and approved by OHA (up to 20% of Title V funding).

c. Perinatal, Child and Adolescent Health General Fund Preventive Health Services.

- (1) State MCAH Perinatal, Child and Adolescent Health General funded work may be used to address the following:
 - (a) Title V MCH Block Grant Services as described above.
 - (b) Preconception health services such as screening, counseling and referral for safe relationships, domestic violence, alcohol, substance and tobacco use and cessation, and maternal depression and mental health.
 - (c) Perinatal health services such as MCH Public Health Nurse Home Visiting Services, Oregon MothersCare (OMC) Services, Oral Health; or other preventive health services that improve pregnancy outcomes and health.
 - (d) Infant and child health services such as MCH Public Health Nurse Home Visiting Services, child care health consultation, Sudden Infant Death Syndrome/Sudden Unexplained Infant Death follow-up, Child Fatality Review/Child Abuse Multi-Disciplinary Intervention, Early Hearing Detection and Intervention follow-up, oral health including dental sealant services; or other health services that improve health outcomes for infants and young children; and
 - (e) Adolescent health services such as School-Based Health Centers; teen pregnancy prevention; or other adolescent preventive health services that improve health outcomes for adolescents.

d. OMC Services. All OMC Services supported in whole or in part with funds provided under this Agreement must be delivered in accordance with the following procedural and operational requirements:

- (1) LPHA must designate a staff member as its OMC Coordinator to work with OHA on developing a local delivery system for OMC Services. LPHA's OMC Coordinator must work closely with OHA to promote consistency around the state in the delivery of OMC Services.
- (2) LPHA must follow the OMC Protocols, as described in OHA's Oregon MothersCare Manual provided to LPHA and its locations at which OMC Services are available, when providing OMC Services such as outreach and public education about the need for and availability of first trimester prenatal care, home visiting, prenatal care, including dental care, and other services as needed by pregnant women.
- (3) As part of its OMC Services, LPHA must develop and maintain an outreach and referral system and partnerships for local prenatal care and related services.
- (4) LPHA must assist all women seeking OMC Services in accessing prenatal services as follows:
 - (a) Provide follow up services to clients and women who walk in or are referred to the OMC Site by the 211 Info and other referral sources; inform these individuals of the link to the local prenatal care provider system; and provide advocacy and support to individuals in accessing prenatal and related services.

- (b) Provide facilitated and coordinated intake services and referral to the following services: Clinical Prenatal Care (CPC) Services (such as pregnancy testing, counseling, Oregon Health Plan (OHP) application assistance, first prenatal care appointment); MCH Home Visiting Services; WIC Services; screening for health risks such as Intimate Partner Violence, Smoking, Alcohol and other Drug use; other pregnancy support programs; and other prenatal services as needed.
 - (5) LPHA must make available OMC Services to all pregnant women within the county. Special outreach shall be directed to low-income women and women who are members of racial and ethnic minorities or who receive assistance in finding and initiating CPC. Outreach includes activities such as talks at meetings of local minority groups, exhibits at community functions to inform the target populations, and public health education with a focus on the target minorities. Low-income is defined as having an annual household income which is 190% or less of the federal poverty level (“FPL”) for an individual or family.
 - (6) LPHA must make available to all low-income pregnant women and all pregnant women within the county who are members of racial and ethnic minorities assistance in applying for OHP coverage and referrals to additional perinatal health services.
 - (7) LPHA must designate a representative who shall attend OMC site meetings conducted by OHA.
- e. **MCH PHN Home Visiting Services (Babies First!, Family Connects and Nurse Family Partnership) Services.** All B1st!/NFP Services supported in whole or in part with funds provided under this Agreement for this Program Element must be delivered in accordance with the following procedural and operational requirements.
- (1) Staffing Requirements and Staff Qualifications
 - (a) Babies First!
 - i. LPHA must designate a staff member as its B1st! Supervisor.
 - ii. B1st! Services must be delivered by or under the direction of a RN/PHN. Minimum required staffing is .5 FTE RN/PHN with a required minimum caseload of 20. RN/PHN BSN staff are preferred but not required.
 - iii. If a local program is unable to meet the minimum staffing or caseload requirement, a variance request completed in consultation with the an MCH Nurse Consultant and approved by an MCH Section manager must be in place.
 - iv. If a local program is implemented through a cross county collaboration with shared staff across jurisdictions a subcontract and/or Memorandum of Understanding must be in place defining the staffing and supervision agreements.
 - (b) Family Connects: LPHA must designate a staff member as its Family Connects Supervisor. If Family Connect Program is implemented through a cross county collaboration with shared staff across jurisdictions a subcontract and/or Memorandum of Understanding must be in place defining the staffing and supervision agreements.

- (c) Nurse Family Partnership: LPHA must designate a staff member as its Nurse Family Partnership Supervisor. If the NFP program is implemented through a cross county collaboration with shared staff across jurisdictions a subcontract and/or Memorandum of Understanding must be in place defining the supervision agreements.
- (2) Activities and Services
 - (a) Babies First!: services may be provided to eligible perinatal women, infants and children through four years of age who have one or more risk factors for poor health or growth and development outcomes. Services may also be provided to a parent or primary caregiver of an eligible child. Services must be delivered in accordance with Babies First! Program Guidance provided by the Maternal and Child Health Section.
 - (b) Family Connects: Services must be delivered in accordance with the Family Connects model as defined by Family Connects International.
- (3) Nurse Family Partnership: Services must be delivered in accordance with NFP model elements and LPHA contract with the NFP National Service Office.
- (4) Nursing Practice. All PHNs working in the Babies First!, Family Connects, or Nurse Family Partnership programs must adhere to nursing practice standards as defined by the Oregon State Board of Nursing.
- (5) Targeted Case Management. If the LPHA, as a provider of Medicaid services, chooses to bill for Targeted Case Management-eligible services, the LPHA must comply with the Targeted Case Management billing policy and codes in OAR 410-138-0000 through 410-138-0390.
- (6) Early Hearing Detection and Intervention (EHDI) Notifications: B1st!/Family Connects/NFP Services must receive notifications made by OHA for Early Hearing Detection and Intervention as described in ORS 433.321 and 433.323 and report back to OHA on planned follow-up

5. **General Revenue and Expense Reporting.** LPHA must complete an “Oregon Health Authority Public Health Division Expenditure and Revenue Report” located in Exhibit C of the Agreement. These reports must be submitted to OHA each quarter on the following schedule:

Fiscal Quarter	Due Date
First: July 1 – September 30	October 30
Second: October 1 – December 31	January 30
Third: January 1 – March 31	April 30
Fourth: April 1 – June 30	August 20

6. Reporting Requirements.

a. Reporting Obligations and Periodic Reporting Requirements for MCAH Services.

Title V Block Grant Services

A report on the prior year annual plan must be submitted by September 30 of every year.

If LHA provides MCH PHN Home Visiting services using these funds, see reporting obligations for MCH PHN Home Visiting services.

b. Reporting Obligations and Periodic Reporting Requirements for State Perinatal Child and Adolescent Health General Funds

If LHA provides MCH PHN Home Visiting services using these funds, see reporting obligations for MCH PHN Home Visiting services.

c. Reporting Obligations and Periodic Reporting Requirements for OMC Services. LPHA must collect and submit client encounter data quarterly using the Web-based Interface Tracking System (WTI) on individuals who receive OMC Services supported in whole or in part with fund provided under this Agreement. LPHA must ensure that their quarterly data is entered into WTI, cleaned and available for analysis to OHA on a quarterly basis. Sites may use the OMC client tracking forms approved by OHA prior to entering their data into WTI.

d. Reporting Obligations and Periodic Reporting Requirements for MCH PHN Home Visiting Services (Babies First!, Family Connects and Nurse Family Partnership Services).

For all individuals who receive MCH PHN Home Visiting Services, LPHA must ensure that Supervisors and Home Visitors collect required data on client visits and enter it into the state-designated data system in a timely manner that is aligned with expectations defined by each program and within no more than thirty (30) business days of visiting the client and 45 days of case closure.

LPHA must take all appropriate steps to maintain client confidentiality and obtain any necessary written permissions or agreements for data analysis or disclosure of protected health information, in accordance with HIPAA (Health Insurance Portability and Accountability Act of 1996) regulations.

7. Performance Measures.

LPHA must operate the Title V funded work under this Program Element in a manner designed to make progress toward achieving Title V state and national performance measures as specified in Oregon's MCH Title V Block Grant annual application/report to the DHHS Maternal and Child Health Bureau.

Program Element #43: Immunization Services

1. **Description.** Funds provided under this Agreement for this Program Element may only be used in accordance with, and subject to, the requirements and limitations set forth below, to deliver Immunization Services.

Immunization services are provided in the community to prevent and mitigate vaccine-preventable diseases for all people by reaching and maintaining high lifetime immunization rates. Services include population-based services including public education, enforcement of school immunization requirements, and technical assistance for healthcare providers that provide vaccines to their client populations; as well as vaccine administration to vulnerable populations with an emphasis on ensuring access and equity in service delivery.

All changes to this Program Element are effective upon receipt of grant award unless otherwise noted in Exhibit C of the Financial Assistance Award. Use of any fees collected for purpose of Immunization Services will be dedicated to and only used for payment of such services.

2. **Definitions Specific to Immunization Services.**

- a. **ALERT IIS:** OHA's statewide immunization information system.
- b. **Assessment, Feedback, Incentives, & eXchange or AFIX:** A continuous quality improvement process developed by Centers for Disease Control and Prevention (CDC) to improve clinic immunization rates and practices.
- c. **Billable Doses or Billable Vaccines:** Vaccine doses given to individuals who opt to pay out of pocket or are insured for vaccines.
- d. **Case Management:** An individualized plan for securing, coordinating, and monitoring disease-appropriate treatment interventions.
- e. **Clinical Immunization Staff:** LPHA staff that administer immunizations or who have authority to order immunizations for patients.
- f. **Delegate Addendum:** A document serving as a contract between LPHAs and an outside agency agreeing to provide Immunization Services under the umbrella of the LPHA. The Addendum is signed in addition to a Public Provider Agreement and Profile.
- g. **Delegate Agency:** An immunization clinic that is subcontracted with the LPHA for the purpose of providing Immunization Services to targeted populations.
- h. **Deputization:** The process that allows Federally Qualified Health Centers (FQHC) and Rural Health Clinics (RHC) to authorize local health departments (LHDs) to vaccinate underinsured VFC-eligible children.
- i. **Electronic Health Record (EHR) or Electronic Medical Record (EMR):** a digital version of a patient's paper medical chart.
- j. **Exclusion Orders:** Legal notification to a parent or guardian of their child's noncompliance with the School/Facility Immunization Law.
- k. **Forecast(ing):** Determining vaccines due for an individual, based on immunization history and age.
- l. **HBsAg Screening:** Testing to determine presence of Hepatitis B surface antigen, indicating the individual carries the disease.

- m. **Oregon Vaccine Stewardship Statute:** State law requiring all VFC-enrolled providers to:
 - (1) Submit all vaccine administration data, including dose level eligibility codes, to ALERT IIS;
 - (2) Use ALERT IIS ordering and inventory modules; and
 - (3) Verify that at least two employees have current training and certification in vaccine storage, handling and administration, unless exempt under statute.
 - n. **Public Provider Agreement and Profile:** Signed agreement a between OHA and LPHA that receives State-Supplied Vaccine/IG. Agreement includes clinic demographic details, program requirements and the number of patients vaccinated.
 - o. **Service Area:** Geographic areas in Oregon served by immunization providers.
 - p. **State-Supplied Vaccine/IG:** Vaccine or Immune Globulin provided by the OHA procured with federal and state funds.
 - q. **Surveillance:** The routine collection, analysis and dissemination of data that describe the occurrence and distribution of disease, events or conditions.
 - r. **Vaccine Adverse Events Reporting System or VAERS:** Federal system for reporting adverse events following vaccine administration.
 - s. **Vaccine Eligibility:** An individual’s eligibility for State-Supplied Vaccine/IG based on insurance coverage for immunization.
 - t. **Vaccines for Children (VFC) Program:** A Federal entitlement program providing no-cost vaccines to children 0 through 18 years who are:
 - (1) American Indian/Alaskan Native; or,
 - (2) Uninsured; or,
 - (3) Medicaid-enrolled; or,
 - (4) Underinsured and are served in Federally Qualified Health Centers (FQHC) or Rural Health Centers (RHC); or,
 - (5) Underinsured and served by LPHAs that have Deputization agreements with FQHCs/RHCs.
 - u. **Vaccines for Children Site Visit:** An on-site visit conducted at least every two years to ensure compliance with state and federal VFC requirements.
 - v. **Vaccine Information Statement or VIS:** Federally-required patient handouts produced by CDC with information about the risks and benefits of each vaccine.
3. **Program Components.** Activities and services delivered under this Program Element align with Foundational Programs and Foundational Capabilities, as defined in [Oregon’s Public Health Modernization Manual](#), (http://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public_health_modernization_manual.pdf) as well as with public health accountability outcome and process metrics (if applicable) as follows:

a. Foundational Programs and Capabilities (As specified in Public Health Modernization Manual)

Program Components	Foundational Program					Foundational Capabilities							
	CD Control	Prevention and health promotion	Environmental health	Population Health	Access to clinical preventive services Direct services	Leadership and organizational competencies	Health equity and cultural responsiveness	Community Partnership Development	Assessment and Epidemiology	Policy & Planning	Communications	Emergency Preparedness and Response	
Asterisk (*) = Primary foundational program that aligns with each component					X = Foundational capabilities that align with each component								
X = Other applicable foundational programs													
Vaccines for Children Program Enrollment					*		X					X	
Oregon Vaccine Stewardship Statute					*	X							
Vaccine Management					*							X	
Billable Vaccine/IG					*		X						
Delegate Agencies					*			X					
Vaccine Administration					*							X	
Immunization Rates, Outreach and Education				*									
Tracking and Recall				*					X				
Surveillance of Vaccine-Preventable Diseases	*								X				
Adverse Events Following Immunizations					*								
Perinatal Hepatitis B Prevention, Screening and Documentation	*								X				
School/Facility Immunization Law				*					X				

b. The work in this Program Element helps Oregon’s governmental public health system achieve the following Public Health Accountability Metric:

Two-year-old vaccination rates.

c. The work in this Program Element helps Oregon’s governmental public health system achieve the following Public Health Modernization Process Measure:

Percent of Vaccines for Children clinics that participate in the AFIX program.

4. Procedural and Operational Requirements. By accepting and using the Financial Assistance awarded under this Agreement and for this Program Element, LPHA agrees to conduct activities in accordance with the following requirements:

- a. State-Supplied Vaccine/IG Provider OR Vaccines for Children Program Enrollment.** LPHA must maintain enrollment as an active State-Supplied Vaccine/IG provider or VFC Provider. In addition, if LPHA contracts out for clinical services, LPHA must ensure that Subcontractor maintains enrollment as an active VFC Provider.
- b. Oregon Vaccine Stewardship Statute.** LPHA must comply with all sections of the Oregon Vaccine Stewardship Statute.
- c. Vaccine Management.**
 - (1) LPHA must conduct a monthly, physical inventory of all vaccine storage units and must reconcile their inventory in ALERT IIS. Inventories must be kept for a minimum of three years.
 - (2) LPHA must submit vaccine orders according to the tier assigned by the OHA's Immunization Program.
- d. Billable Vaccine/IG.**
 - (1) OHA will bill LPHA quarterly for Billable Doses of vaccine.
 - (2) OHA will bill the published price in effect at the time the vaccine dose is administered.
 - (3) LPHA may not charge or bill a patient more for the vaccine than the published price.
 - (4) Payment is due 30 days after the invoice date.
- e. Delegate Agencies.**
 - (1) If LPHA has a Subcontract for Immunization Services LPHA must complete a Delegate Addendum. A new Delegate Addendum must be signed when either of the authorized signers changes or upon request.
 - (2) (Quality Assurance only) LPHA must participate in Delegate Agency's biennial VFC compliance site visits with an OHA site visit reviewer.
- f. Vaccine Administration.**
 - (1) LPHA must administer vaccines as directed in the most current, signed version of OHA's Model Standing Orders for Immunizations.
 - (2) LPHA must ensure that Clinical Immunization Staff annually view a minimum of one hour of immunization-specific continuing education like the Epidemiology and Prevention of Vaccine-Preventable Diseases program **or** the annual Immunization Update. Other immunization continuing education from sources like the CDC, Children's Hospital of Philadelphia, American Academy of Pediatrics, etc. are also acceptable.
 - (3) In connection with the administration of a vaccine, LPHA must:
 - (a) Confirm that a recipient, parent, or legal representative has read, or has had read to them, the VIS and has had their questions answered prior to the administration of the vaccine.
 - (b) Make the VIS available in other languages or formats when needed (e.g., when English is not a patient's primary language or for those needing the VIS in braille.)

- (c) Provide to the recipient, parent or legal representative, documentation of vaccines received at visit. LPHA may provide a new immunization record or update the recipient's existing handheld record.
- (d) Screen for contraindications and precautions prior to administering vaccine and document that screening has occurred.
- (e) Document administration of an immunization using a vaccine administration record or electronic equivalent, including all federally-required charting elements. (Note- ALERT IIS does not record all federally-required elements and cannot be used as a replacement for this requirement.)
- (f) If LPHA documents vaccine administration electronically LPHA must demonstrate the ability to override a VIS date in their EHR system.
- (g) Comply with state and federal statutory and regulatory retention schedules, available for review at <http://arcweb.sos.state.or.us/doc/recmgmt/sched/special/state/sched/20120011oha-phdrrs.pdf>, or OHA's office located at 800 NE Oregon St, Suite 370, Portland, OR 97232.
- (h) Comply with Vaccine Billing Standards. See Attachment 1 to this Program Element, incorporated herein by this reference.

g. Immunization Rates, Outreach and Education.

- (1) OHA will provide annually to LPHA their AFIX rates and other population-based county rates.
- (2) LPHA must, during the state fiscal year, design and implement two educational or outreach activities in their Service Area (either singly or in collaboration with other community and service provider organizations) designed to raise immunization rates. Activities may include:
 - Activities intended to reduce barriers to immunization, or special immunization clinics that provide vaccine for flu prevention or school children.
 - One of these activities must be related to promoting AFIX participation with local VFC-enrolled clinics. This activity may also be outreach to a local coordinated-care organization to promote AFIX activities.

h. Tracking and Recall.

- (1) LPHA must Forecast immunizations due for clients requiring Immunization Services using the ALERT IIS electronic Forecasting system.
- (2) LPHA must review their patients on the statewide recall list(s) in the first two weeks of the month and make any necessary demographic or immunization updates.
- (3) LPHA must cooperate with OHA to recall a client if a dose administered by LPHA to such client is found by LPHA or OHA to have been mishandled and/or administered incorrectly, thus rendering such dose invalid.

i. Surveillance of Vaccine-Preventable Diseases. LPHA must conduct Surveillance within its Service Area in accordance with the Communicable Disease Administrative Rules, the Investigation Guidelines for Notifiable Diseases, the Public Health Laboratory User's Manual, and the Model Standing Orders for Vaccine, available for review at:

<http://public.health.oregon.gov/DiseasesConditions/CommunicableDisease>
<http://public.health.oregon.gov/LaboratoryServiceshttp://public.health.oregon.gov/PreventionWellness/VaccinesImmunization/ImmunizationProviderResources/Pages/provresources.aspx>

j. Adverse Events Following Immunizations.

LPHA must complete and electronically file a VAERS form if:

- (1) An adverse event following immunization administration occurs, as listed in "Reportable Events Following Immunization", available for review at <http://vaers.hhs.gov/professionals/index#Guidance1>
- (2) An event occurs that the package insert lists as a contraindication to additional vaccine doses.
- (3) OHA requests a 60-day and/or one year follow-up report to an earlier reported adverse event; or
- (4) Any other event LPHA believes to be related directly or indirectly to the receipt of any vaccine administered by LPHA or others occurs within 30 days of vaccine administration, and results in either the death of the person or the need for the person to visit a licensed health care provider or hospital.

k. Perinatal Hepatitis B Prevention, Screening and Documentation

- (1) LPHA must provide Case Management services to all confirmed or suspect HBsAg-positive mother-infant pairs identified by LPHA or OHA in LPHA's Service Area.
- (2) Case Management will be performed in accordance with the Perinatal Hepatitis B Prevention Program Guidelines posted on the OHA website at <https://public.health.oregon.gov/DiseasesConditions/CommunicableDisease/ReportingCommunicableDisease/ReportingGuidelines/Documents/hepbperi.pdf> and must include, at a minimum:
 - (a) Screen for HBsAg status, or refer to a health care provider for screening of HBsAg status, all pregnant women receiving prenatal care from public prenatal programs.
 - (b) Work with birthing hospitals within LPHA's Service Area when maternal screening and documentation of hepatitis B serostatus in the Electronic Birth Registration System drops below 95%.
 - (c) Work with birthing hospitals within LPHA's Service Area when administration of the birth dose of hepatitis B vaccine drops below 80% as reported in the Electronic Birth Registration System.
 - (d) Ensure that laboratories and health care providers promptly report HBsAg-positive pregnant women to LPHA.
 - (e) Provide Case Management services to HBsAg-positive mother-infant pairs to track administration of hepatitis B immune globulin, hepatitis B vaccine doses and post-vaccination serology.
 - (f) Provide HBsAg-positive mothers with initial education and referral of all susceptible contacts for hepatitis B vaccination.

l. School/Facility Immunization Law

- (1) LPHA must comply with the Oregon School Immunization Law, Oregon Revised Statutes 433.235 - 433.284, available for review at <http://1.usa.gov/OregonSchool>
- (2) LPHA must take orders for and deliver Certificate of Immunization Status (CIS) forms to schools and children’s facilities located in their jurisdiction. Bulk orders of CIS forms will be provided to the LPHA by the state.
- (3) LPHA must cover the cost of mailing/shipping all Exclusion Orders to parents and to schools, school-facility packets which are materials for completing the annual school/facility exclusion process as required by the Oregon School Immunization Law, Oregon Revised Statutes 433.235 - 433.284 and the administrative rules promulgated pursuant thereto, which can be found at <http://1.usa.gov/OregonImmunizationLaw>. LPHA may use electronic mail as an alternative or an addition to mailing/shipping if the LPHA has complete electronic contact information for all schools and children’s facilities, and can confirm receipt of materials.
- (4) LPHA must complete an annual Immunization Status Report that contains the immunization levels for attendees of: certified childcare facilities; preschools; Head Start facilities; and all schools within LPHA’s Service Area. LPHA must submit this report to OHA no later than 23 days after the third Wednesday of February of each year in which LPHA receives funding for Immunization Services under this Agreement.

m. Affordable Care Act Grants/Prevention and Public Health Project Grants

- (1) If one-time only funding becomes available, LPHA may opt in by submitting an application outlining activities and timelines. The application is subject to approval by the OHA Immunization Program.
- (2) LPHA may on occasion receive mini-grant funds from the Immunize Oregon Coalition. If LPHA is awarded such funds, it will fulfill all activities required to meet the mini-grant’s objectives, submit reports as prescribed by Immunize Oregon, and utilize the funds in keeping with mini-grant guidance.

n. State Sponsored Conferences: LPHA must participate in State-sponsored immunization conference(s) and other training(s). LPHA will receive dedicated funds for one person from LPHA to attend required conference(s) and training(s). If one staff person's travel expenses exceed the dedicated award (based on State of Oregon per diem rates), the OHA will amend the LPHA's annual award to cover the additional costs. LPHA may use any balance on the dedicated award (after all State-required trainings are attended) to attend immunization-related conference(s) and training(s) of their choice, or further support activities included in this Program Element.

5. General Revenue and Expense Reporting. LPHA must complete an “Oregon Health Authority Public Health Division Expenditure and Revenue Report” located in Exhibit C of the Agreement. These reports must be submitted to OHA each quarter on the following schedule:

Fiscal Quarter	Due Date
First: July 1 – September 30	October 30
Second: October 1 – December 31	January 30
Third: January 1 – March 31	April 30
Fourth: April 1 – June 30	August 20

6. Reporting Requirements.

- a. LPHA must submit vaccine orders according to the ordering tier assigned by OHA.
- b. If LPHA is submitting vaccine administration data electronically to ALERT IIS, LPHA must electronically flag clients who are deceased or have moved out of the Service Area or the LPHA jurisdiction.
- c. LPHA must complete and return a VAERS form to OHA if any of the conditions precedent set forth at Section 4.j. of this Program Element occur.
- d. LPHA must complete and submit an Immunization Status Report as required in Section 4.1.(4) of this Program Element.
- e. LPHA must submit a written corrective action plan to address any compliance issues identified at the triennial review site visit.

7. Performance Measures.

- a. LPHA must operate Immunization Services in a manner designed to achieve the following public health accountability process measure: Percent of Vaccines for Children clinics that participate in the AFIX program.
- b. If LPHA provides Case Management to 5 births or more to HBsAg-positive mothers annually LPHA must ensure that 90% of babies receive post-vaccination serology by 15 months of age. If LPHA's post-vaccination serology rate is lower than 90% LPHA must increase the percentage of babies receiving post-vaccination serology by at least one percentage point.
- c. LPHA must achieve VFC vaccine accounting excellence in all LPHA-operated clinics in the most recent quarter. Clinics achieve vaccine accounting excellence by:
 - (1) Accounting for 95% of all vaccine inventory in ALERT IIS.
 - (2) Reporting fewer than 5% of accounted for doses as expired, spoiled or wasted during the quarter.
 - (3) Recording the receipt of vaccine inventory in ALERT IIS.
- d. LPHA must receive 95% of Primary Review Summary follow-up reports (Sections E-H) from schools and children's facilities within 21 days of the annual exclusion day. LPHA must follow the steps outlined in OAR 333-050-0095 with any school or facility that does not submit a follow-up report in a timely manner.

Attachment 1
Billing Health Plans in Public Clinics
Standards

Purpose: To standardize and assist in improving immunization billing practice

For the purpose of this document, Local Health Department (LHD) will be used to identify the vaccine provider.

Guiding Principles / Assumptions:

LHDs should be assessing immunization coverage in their respective communities, assuring that vaccine is accessible to all across the lifespan, and billing appropriately for vaccine provided by the LHD.

Health plans should reimburse LHDs for the covered services of their members, with vaccine costs reimbursed at 100%.

LHDs who serve insured individuals should work to develop immunization billing capacity that covers the cost of providing services to those clients (e.g., develop agreements or contracts with health plans, when appropriate, set up procedures to screen clients appropriately, and bill an administration fee that reflects the true cost of services.)

Oregon Immunization Program (OIP) staff and contractors will work with LHDs and health plans to improve contracting/agreement opportunities and billing processes.

Each LHD is uniquely positioned to determine the best methods of meeting both the immunization needs of its community and how to recover the costs of providing services.

OIP will work with appropriate CLHO committees to add the standards to Program Element 43 and negotiate the Tier One implementation date.

The billing standards are designed as tiers, with Tier One activities laying the foundation for more advanced billing capacity in Tiers Two and Three.

Tier One

The LHD:

- Identifies staff responsible for billing and contracting activities
- Identifies major health insurance plans in the jurisdiction, including those most frequently carried by LHD clients
- Determines an administration fee for billable clients based on the full cost recovery of services provided and documents how fees were determined
- Charges the maximum allowable vaccine administration fee¹ for all eligible VFC/317 clients and discounts the fee for eligible clients as needed
- Develops immunization billing policies and procedures that address:
 - Strategies to manage clients who are not eligible for VFC or 317 and are unable to meet the cost of immunizations provided
 - The actual cost of administration fees and the adjustments made, if any, to administration fees based on payer, patient age, and/or Vaccine Eligibility code
 - The purchasing of privately owned vaccine and how fees are set for vaccine charges to the client
 - The appropriate charge for vaccine purchased from OIP, by including a statement that says, “We will not charge more than the OIP-published price for Billable Vaccine.”
 - Billing processes based on payer type (DMAP/CCOs, private insurance, etc.), patient age, and Vaccine Eligibility code
 - The appropriate billing procedures for Medicaid-covered adults²
 - The appropriate billing procedures for Medicaid-covered children birth through 18 years³
 - Is updated annually or as changes occur
- With certain limited exceptions as published in Vaccine Eligibility charts, uses no federally funded vaccine on insured clients, including adult Medicaid and all Medicare clients⁴
- Implementation will be completed by December 31, 2014.

Tier Two

In addition to all Tier 1 activities, the LHD:

- As needed, considers developing contracts or other appropriate agreements with relevant payers to assure access to immunization services for insured members of the community
- Fulfills credentialing requirements of contracts/agreements
- Bills private and public health plans directly for immunization services, when feasible, rather than collecting fees from the client and having them submit for reimbursement
- Screens immunization clients to determine amount owed for service at all LHD clinics, including those held offsite
- Devises a plan to implement results of administration fee cost analysis

Tier Three

In addition to all Tier 1 and Tier 2 activities, the LHD:

- Conducts regular quality assurance measures to ensure costs related to LHD’s immunization services are being covered
- Implements administration charges based on results of the administration fee cost analysis
- Works to assure access to immunizations for Medicare-eligible members of the community and, if access is poor, provides Medicare Part B and/or Part D vaccines, as needed, and bills appropriately to cover the cost

¹ This fee is determined by the Centers for Medicaid and Medicare Services (CMS) for each state

² Uses Vaccine Eligibility code B for Billable (or L if Locally-owned) and bills DMAP/CCOs for the vaccine and an administration fee that reflects the actual cost of providing immunizations

³ Uses Vaccine Eligibility code M for OHP/Medicaid clients and bills DMAP/CCOs an administration fee that does not exceed the CMS allowed amount for the State of Oregon, \$21.96 per injection

⁴ Insured clients should be assigned a Vaccine Eligibility code of B or L

Program Element #44: School-Based Health Centers (SBHC)

1. **Description.** Funds provided under this Agreement for this Program Element may only be used in accordance with, and subject to, the requirements and limitations set forth below, to deliver School-Based Health Centers (SBHC) Services. SBHC Services must only be used to support activities related to planning, oversight, maintenance, administration, operation, and delivery of services within one or more SBHC as required by OHA’s SBHC funding formula.

Many school aged youth do not routinely access preventive health care services due to barriers such as insurance, cost, transportation and concerns around confidentiality. According to the 2017 Oregon Healthy Teens Survey, approximately 62% of both 8th and 11th graders reported having not seen a doctor or nurse for a check-up in the last 12 months. SBHCs provide physical, mental and preventive health services to all students regardless of their ability to pay at in easily accessible location for students and families.

All changes to this Program Element are effective upon receipt of grant award unless otherwise noted in Exhibit C of the Financial Assistance Award.

2. **Definitions Specific to School-Based Health Centers.**

Biennium June 1 to June 30 of the specified years as set forth on the first page of this Agreement.

School- Based Health Center (“SBHC”) has the meaning given the term in ORS 413.225

SBHC Standards for Certification In order to be certified as a SBHC, a SBHC must meet all requirements for certification in the following sections of the SBHC Standards for Certification. SBHC Standards for Certification are found at:

<http://www.oregon.gov/oha/PH/HEALTHYPEOPLEFAMILIES/YOUTH/HEALTHSCHOOL/SCHOOLBASEDHEALTHCENTERS/Documents/SBHC%20Certification/SBHCstandardsforcertificationV4.pdf>

3. **Program Components.** Activities and services delivered under this Program Element align with Foundational Programs and Foundational Capabilities, as defined in [Oregon’s Public Health Modernization Manual](#), (http://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public_health_modernization_manual.pdf) as well as with public health accountability outcome and process metrics (if applicable) as follows:

- a. **Foundational Programs and Capabilities** (As specified in Public Health Modernization Manual)

Program Components	Foundational Program				Foundational Capabilities						
	CD Control	Prevention and health promotion	Environmental health	Access to clinical preventive services	Leadership and organizational competencies	Health equity and cultural responsiveness	Community Partnership Development	Assessment and Epidemiology	Policy & Planning	Communications	Emergency Preparedness and Response

Program Components	Foundational Program					Foundational Capabilities						
Asterisk (*) = Primary foundational program that aligns with each component X = Other applicable foundational programs						X = Foundational capabilities that align with each component						
Compliance of SBHC Standards for Certification	X	X		X	*	X	X	X	X	X		
Planning Grant for SBHCs				*		X	X	X		X		
Mental Health Expansion Grants		X		X	*	X	X	X	X	X		

b. The work in this Program Element helps Oregon’s governmental public health system achieve the following Public Health Accountability Metric:

Communicable Disease Control – Gonorrhea rates; and
 Access to Clinical Preventive Services – Effective Contraceptive Use.

c. The work in this Program Element helps Oregon’s governmental public health system achieve the following Public Health Modernization Process Measure:

Not applicable

4. **Procedural and Operational Requirements.** By accepting and using the Financial Assistance awarded under this Agreement and for this Program Element, LPHA agrees to conduct activities in accordance with the following requirements:

- a. Funds provided under this Agreement for SBHC Services must only be used to support activities related to planning, oversight, maintenance, administration, operation, and delivery of services within one or more SBHC as required by OHA’s SBHC funding formula.
- b. All SBHC Services must be delivered in accordance with OAR 333-028-0220, a copy of which are accessible on the Internet at http://arcweb.sos.state.or.us/pages/rules/oars_300/oar_333/333_028.html
- c. The SBHC Standards for Certification includes administrative, operations and reporting guidance, and minimum standards and requirements in the areas of: Certification Process, Sponsoring Agency, Facility, Operations/Staffing, Comprehensive Pediatric Care, Data Collection/Reporting, and Billing.
- d. LPHA must provide oversight and technical assistance so that each SBHC in its jurisdiction meets SBHC Certification Requirements as set forth in OAR 333-028-0220.
- e. LPHA must assure to OHA that all certification documentation and subsequent follow-up items are completed by the requested date(s) in accordance with the OHA’s certification review cycle as set forth in OAR 333-028-0230.
- f. This Section 4.f. is applicable only to LPHA if LPHA has been selected to receive a SBHC Planning Grant from OHA. LPHA will be notified if the 2018 Oregon Legislative Assembly approves and appropriates funds for SBHC Planning Grants or if the OHA SBHC State Program Office (SPO) has other funds available for SBHC development.

An SBHC Planning Grant provides one-time funds to assist the LPHA in developing a strategic plan for implementing SBHC Services in the LPHA county jurisdiction. The following terms and conditions apply if the OHA selects a LPHA to receive a SBHC Planning Grant:

(1) Strategic Planning

- (a)** LPHA must create and implement a collaborative strategic plan in partnership with community agencies in order to develop, implement, and maintain SBHC Services to serve school-age children. This plan must have the SBHC sites open, operational and ready for certification before the end of the Biennium.
- (b)** LPHA must participate in monthly technical assistance calls at times mutually agreed to between SPO and LPHA Planning grantees. In addition, each SBHC site may have at least two technical assistance visits by a SPO staff member.
- (c)** LPHA must implement the OHA approved SBHC strategic plan and have the planned SBHC Services operational and ready for certification before the end of the Biennium. Sites must become certified the last day of the Biennium to be eligible to receive SBHC awards in accordance with the approved funding formula in effect, provided certification standards are maintained and contingent on legislatively adopted budgets.

(2) Advance Phase Strategic Planning

- (a)** LPHA must create and implement a collaborative strategic plan in partnership with community agencies in order to develop, implement, and maintain SBHC Services to serve school-age children. This plan's target must have the SBHC sites operational and ready for certification within the first fiscal year of the award.
- (b)** LPHA must participate in monthly technical assistance calls at times mutually agreed to between SPO and LPHA Advance Phase Planning grantee. In addition, each SBHC site may have at least one technical assistance visit by a SPO staff member.
- (c)** LPHA must become certified within the first year of the award to be eligible to receive SBHC awards in accordance with the approved funding formula in effect, provided certification standards are maintained and contingent upon legislatively approved budgets.

g. This Section 4.g. is only applicable to LPHA if LPHA is selected to receive a Mental Health Expansion Grant from OHA. LPHA will be notified if the 2018 Oregon Legislative Assembly approves and appropriates funds for SBHC Mental Health Expansion Grants.

- (1)** Funds provided under this Agreement must be used to support mental health capacity within the SBHC system by:
 - (a)** Adding mental health staff or expanding current mental health staff hours, with the ability to collect and report on mental health encounter visits; and/or
 - (b)** Supporting mental health projects (as defined by grant proposal) within the SBHC system
- (2)** LPHA must provide services that are culturally and linguistically appropriate to their target population

5. **General Revenue and Expense Reporting.** LPHA must complete an “Oregon Health Authority Public Health Division Expenditure and Revenue Report” located in Exhibit C of the Agreement. These reports must be submitted to OHA each quarter on the following schedule:

Fiscal Quarter	Due Date
First: July 1 – September 30	October 30
Second: October 1 – December 31	January 30
Third: January 1 – March 31	April 30
Fourth: April 1 – June 30	August 20

6. **Reporting Requirements.**

- a. LPHA must submit client encounter data in a form acceptable to OHA and in accordance with the SBHC Standards for Certification two times a year, no later than January 31 for the previous calendar year (July 1 – Dec 31) and no later than July 15th for the preceding service year (July 1 – June 30).
- b. LPHA must submit annual SBHC Key Performance Measure (KPM) data in a form acceptable to OHA and in accordance with the SBHC Standards for Certification no later than October 1st for the preceding service year (July 1 –June 30). The current list of KPMs can be found at: <http://www.oregon.gov/oha/PH/HEALTHYPEOPLEFAMILIES/YOUTH/HEALTHSCHOOL/SCHOOLBASEDHEALTHCENTERS/Pages/data-requirements.aspx>
- c. LPHA must submit annual SBHC financial data via the SPO’s online Operational Profile in the form acceptable to OHA no later than October 1st for the preceding service year (July 1-June 30).
- d. LPHA must submit annual hours of operation and staffing via the SPO’s online Operational Profile in the form acceptable to OHA no later than October 1st for the current service year.
- e. LPHA must submit completed annual patient satisfaction survey data no later than June 30.
- f. LPHA must complete the triennial School-Based Health Alliance SBHC Census Survey. Current SBHC Census Survey timeline and details can be found at <http://www.sbh4all.org/>
- g. If LPHA received a SBHC Planning Grant from OHA, LPHA must submit a copy of its SBHC strategic plan and proposed implementation budget to OHA for approval. OHA will supply the due date and required format for the reports.
- h. If LPHA received a Mental Health Expansion Grant from OHA, LPHA must track data related to mental health encounters as outlined in the SBHC Standards for Certification.
- i. If LPHA received a Mental Health Expansion Grant from OHA, LPHA must participate in an evaluation for their support project in collaboration with the SPO.
- j. If LPHA received a Mental Health Expansion Grant from OHA, LPHA must participate in check-in meetings (via phone or email) with the SPO and submit 3 mid-project reports and a final project report. OHA will work with the LPHA to schedule calls and supply the due date and required format for the reports

7. **Performance Measures.**

- a. LPHA must submit annual SBHC KPM data in a form acceptable to OHA and in accordance with the SBHC Standards for Certification no later than October 1st for the preceding service year (July 1 –June 30).

Program Element # 46: Reproductive Health

1. **Description.** Funds provided under this Agreement for this Program Element may only be used in accordance with, and subject to, the requirements and limitations set forth below, to deliver Reproductive Health services.

Funds provided through this Program Element support LPHA’s efforts toward ensuring community-wide participation in the delivery of, and assurance of access to, culturally competent, high-quality, and evidence-based reproductive health services.

Nearly half of all pregnancies in Oregon are considered unintended. This rate has remained fairly static, both in Oregon and nationally, over the past few decades. The stubbornness of these rates underscores the complexity of the issue and the challenges faced by public health, health systems, and clinical experts in attempting to address it. One important strategy, improving utilization of effective contraceptive use among women at risk of pregnancy, has been recognized as a key metric among Coordinated Care Organizations serving Oregon’s Medicaid population. Although unintended pregnancy is extremely pervasive across socio-economic, racial and age groups, disparities in what is considered unintended pregnancy do exist, as do disparities in maternal health and birth outcomes. It is more common for young women, unmarried and cohabitating women, those living in poverty, black women, and those who have relatively low educational attainment to report that their pregnancy was unintended. These disparities highlight pre-existing, deeply entrenched societal inequities that may inhibit individuals’ ability to access services and to plan and make decisions regarding their reproductive health goals. Therefore, it is critical that interventions aimed at reducing unintended pregnancy be wide-reaching and sensitive to the unique circumstances and challenges of different communities. This Program Element uses a systems approach to ensure that LPHAs lead efforts to develop a community-based approach to ensuring that equitable access to family planning services is available – capitalizing upon the presence of other service providers to assist in meeting need.

All changes to this Program Element are effective upon receipt of grant award unless otherwise noted in Exhibit C of the Financial Assistance Award.

2. **Definitions Specific to Reproductive Health.** Not applicable.

3. **Program Components.** Activities and services delivered under this Program Element align with Foundational Programs and Foundational Capabilities, as defined in [Oregon’s Public Health Modernization Manual](#), (http://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public_health_modernization_manual.pdf) as well as with public health accountability outcome and process metrics (if applicable) as follows:

a. **Foundational Programs and Capabilities** (As specified in Public Health Modernization Manual)

Program Components	Foundational Program				Foundational Capabilities						
	CD Control	Prevention and health promotion	Environmental health	Population Health Access to clinical preventive services Direct services	Leadership and organizational competencies	Health equity and cultural responsiveness	Community Partnership Development	Assessment and Epidemiology	Policy & Planning	Communications	Emergency Preparedness and Response
Asterisk (*) = Primary foundational program that aligns with each component X = Other applicable foundational programs					X = Foundational capabilities that align with each component						
Develop strategic partnerships with shared accountability driving collective impact to support public health goals related to reproductive health				*		X	X	X	X		
Identify barriers to access and gaps in reproductive health services		X		*		X	X	X			
Develop and implement strategic plans to address these gaps and barriers to access to reproductive health services		X		*		X	X		X	X	
Ensure regional access to reproductive health services with a focus on serving individuals with limited resources	X				*	X	X	X	X	X	

- b. The work in this Program Element helps Oregon’s governmental public health system achieve the following Public Health Accountability Metric:**

Effective Contraceptive Use

- c. The work in this Program Element helps Oregon’s governmental public health system achieve the following Public Health Modernization Process Measure:**

Effective Contraceptive Use

- 4. Procedural and Operational Requirements.** By accepting and using the Financial Assistance awarded under this Agreement and for this Program Element, LPHA agrees to conduct activities in accordance with the following requirements:

- a.** All RH services supported in whole or in part with funds provided under this Agreement must be delivered in compliance with the requirements of the Federal Title X Program as detailed in statutes and regulations, including but not limited to 42 USC 300 et.seq., 42 CFR Part 50 subsection 301 et seq., and 42 CFR Part 59 et seq., the Title X Program Requirements, and OPA Program Policy Notices (PPN).
- b.** LPHA must deliver all RH services supported in whole or in part with funds provided under this Agreement in compliance with ORS 431.145 and ORS 435.205 which defines the responsibility of LPHA to ensure access to clinical preventive services including family planning.
- c.** LPHA must develop and engage in activities as described in its Local Program Plan as follows:
- (1)** The Local Program Plan must be developed using the guidelines provided in Attachment 1, Local Program Plan Guidelines, incorporated herein with this reference.
 - (2)** The Local Program Plan must address the Program Components as defined in Section 3 of this Program Element.
 - (3)** The Local Program Plan must include activities that address community need and readiness and are reasonable based upon funds approved in the OHA approved local program budget.
 - (4)** The Local Program Plan must outline how LPHA intends to assure provision of comprehensive, culturally responsive and high-quality, evidence-based reproductive health services with a focus on serving those with limited resources and experiencing health disparities.
 - (5)** The Local Program Plan must be submitted to OHA by June 15th of each year for OHA approval.
 - (6)** OHA will review and approve all Local Program Plans to ensure that they meet statutory and funding requirements relating to assurance of access to Reproductive Health services.
- d.** LPHA must use funds for this Program Element in accordance with its local program budget, which has been approved by OHA. LPHA must complete and submit its local program budget, by June 15th of each year for OHA approval, using the Local Program Budget Template and as set forth in Attachment 2, incorporated herein with this reference. Modification to the approved local program budget may only be made with OHA approval.

5. **General Revenue and Expense Reporting.** LPHA must complete an “Oregon Health Authority Public Health Division Expenditure and Revenue Report” located in Exhibit C of the Agreement. These reports must be submitted to OHA each quarter on the following schedule:

Fiscal Quarter	Due Date
First: July 1 – September 30	October 30
Second: October 1 – December 31	January 30
Third: January 1 – March 31	April 30
Fourth: April 1 – June 30	August 20

6. **Reporting Requirements.**

LPHA must provide progress reports as included in the OHA approved local program plan.

7. **Performance Measures.**

LPHA must operate the RH program in a manner designed to make progress toward achieving the following Public Health Modernization Process Measure:

Effective Contraceptive Use.

Attachment 1

Reproductive Health Program – Local Program Plan (FY19) Guidelines Community Participation and Assurance of Access to Reproductive Health Services

Overarching Goal: Assurance of Access to Reproductive Health (RH) Services

Instructions:

Choose a *minimum of one* program component and *at least one* corresponding objective (either from what is listed below or devise your own). In addition, all LPHAs must choose one objective under Program Component D, as it indicates the LPHA's involvement in the provision of clinical services. LPHAs using these funds for cross-jurisdictional work must demonstrate how each county is represented and impacted by this work.

Program Component A: Develop strategic partnerships with shared accountability driving collective impact to support public health goals related to RH

Objective A1: Seek and sustain relationships with community partners representing populations experiencing health disparities and/or providing RH or related services to these populations.

Objective A2: By June 30, 2019, convene a minimum of # _____ partnership meetings focused on assuring access to RH services, minimizing gaps and barriers, and/or improving the quality of reproductive health services. (*Baseline = # of partnership meetings in 2017*).

Suggested activities: Create partnership agreements with community providers identifying roles and areas of collaboration; host or co-host community forums/outreach events; develop preliminary community plan.

Program Component B: Identify barriers to access and gaps in services

Objective B1: Conduct local assessment(s), in collaboration with the OR RH Program and community partners, of access to culturally competent and high-quality, evidenced-based RH services to identify barriers to access and gaps in services.

Objective B2: Evaluate the impact of local policies, interventions, and programs on access to culturally competent and high-quality, evidenced-based RH services and associated barriers and gaps.

Objective B3: Share data, summaries and reports, following assessment and/or evaluation, with community members, partners, policy makers, and others.

Suggested activities: Conduct survey or focus groups; interview key stakeholders and/or consumers; present findings and other data to community partners, members, and decision-makers.

Program Component C: Develop and implement strategic plans to address gaps and barriers to accessing RH services

Objective C1: With community partners and, as needed, the OR RH Program, develop plan for improved access to RH services, addressing how to reduce or eliminate health disparities.

Objective C2: Specifically engage communities experiencing health disparities so they can actively participate in planning to address their needs.

Objective C3: With community partners, implement plan for improved access to RH services.

Objective C4: Assure constituents community members are aware of RH providers within the community through multiple communication channels.

Suggested activities: Host community listening and planning sessions to create strategic plan; collaboratively develop and implement strategic outreach/marketing plan; develop online or print materials with information about RH providers within the community.

Program Component D: Ensure that access to high quality, comprehensive RH services is available within the region.

Objective D1: Provide clinical RH services by successfully completing RH provider application and certification process with OR RH Program that includes all available RH funding sources. Use quantitative and qualitative data to monitor, evaluate and modify effectiveness of RH service delivery system within the region.

Objective D2: In collaboration with Oregon RH Program, identify provider(s) within the region willing to provide RH services through RH Provider application and certification process with OR RH Program. Develop and execute a transition plan, ensuring that current clients are aware of options for continued care. Use quantitative and qualitative data to monitor, evaluate and modify effectiveness of RH service delivery system within the region.

Attachment 2

Local Program Budget Template

OREGON HEALTH AUTHORITY		Fiscal Year:			
Program Element #46					
Reproductive Health Program					
EMAIL TO: RH.program@state.or.us					
Sub Recipient Organization Name:					
Budget period From:		To:			
Budget					
Categories		OHA/PHD	Non-OHA/PHD	Total Budget	
Salaries				\$	-
Benefits				\$	-
Personal Services (Salaries and Benefits)		\$ -	\$ -	\$	-
Professional Services/Contracts				\$	-
Travel				\$	-
Supplies				\$	-
Facilities				\$	-
Telecommunications				\$	-
Catering/Food				\$	-
Other				\$	-
Total Services and Supplies		\$ -	\$ -	\$	-
Capital Outlay				\$	-
Indirect: Rate (%): _____				\$	-
TOTAL Budget		\$ -	\$ -	\$	-
Prepared by (print name)					
Email				Telephone	

EXHIBIT C

**FINANCIAL ASSISTANCE AWARD AND
REVENUE AND EXPENDITURE REPORTING FORMS**

This Exhibit C of this Agreement consists of and contains the following Exhibit sections:

- 1. Financial Assistance Award.**
- 2. Oregon Health Authority Public Health Division Expenditure and Revenue Report (for all Programs).**
- 3. Explanation of the Financial Assistance Award.**

FINANCIAL ASSISTANCE AWARD

State of Oregon Oregon Health Authority Public Health Division			Page 1 of 2	
1) Grantee Name: Morrow County		2) Issue Date May 07, 2019	This Action INITIAL FY 2020	
Street: 110 N Court Street City: Heppner State: OR Zip Code: 97836		3) Award Period From July 1, 2019 Through June 30, 2020		
4) OHA Public Health Funds Approved				
Program	Award Balance	Increase/ (Decrease)	New Award Bal	
PE01-01 State Support for Public Health	3,452	0	3,452	
PE12 Public Health Emergency Preparedness and Response (PHEP)	67,392	0	67,392	
PE13-01 Tobacco Prevention and Education Program (TPEP)	9,297	0	9,297	
PE42-03 MCAH Perinatal General Funds & Title XIX	1,908	0	1,908	
PE42-04 MCAH Babies First! General Funds	6,103	0	6,103	
PE42-06 MCAH General Funds & Title XIX	3,582	0	3,582	
PE42-07 MCAH Title V (July-Sept)	4,637	0	4,637	
PE42-08 MCAH Title V (Oct-June)	13,910	0	13,910	
PE42-09 MCAH Oregon Mothers Care Title V (July-Sept)	773	0	773	
PE42-10 MCAH Oregon Mothers Care Title V (Oct-June)	2,318	0	2,318	
PE43 Public Health Practice (PHP) - Immunization Services (Vendors)	8,619	0	8,619	
PE44-01 SBHC Base	60,000	0	60,000	
PE44-02 SBHC - Mental Health Expansion	32,000	0	32,000	
PE46-02 RH Community Participation & Assurance of Access (July - Mar)	9,353	0	9,353	
		223,344	0	223,344
5) Foot Notes:				
PE01-01	1	Initial SFY20: Award is estimated for July 1-September 30, 2019 and will be paid out at 1/3rd. Awards will be amended pending approval of the State budget.		
PE13-01	1	Initial SFY20: Award is 3 months (July-September 2019) of bridge TPEP funding and will be paid out at 1/3rd		
PE42-07	1	Initial SFY20: LPHA shall not use more than 10% of the Title V funds awarded for a particular MCAH Service on indirect costs. See PE42 language under 4. a. (3) Funding Limitations for details.		

State of Oregon Oregon Health Authority Public Health Division			Page 2 of 2
1) Grantee Name: Morrow County Street: 110 N Court Street City: Heppner State: OR Zip Code: 97836	2) Issue Date May 07, 2019	This Action INITIAL FY 2020	
		3) Award Period From July 1, 2019 Through June 30, 2020	
4) OHA Public Health Funds Approved			
Program	Award Balance	Increase/ (Decrease)	New Award Bal
PE42-08 1	Initial SFY20: LPHA shall not use more than 10% of the Title V funds awarded for a particular MCAH Service on indirect costs. See PE42 language under 4. a. (3) Funding Limitations for details.		
PE42-09 1	Initial SFY20: LPHA shall not use more than 10% of the Title V funds awarded for a particular MCAH Service on indirect costs. See PE42 language under 4. a. (3) Funding Limitations for details.		
PE42-10 1	Initial SFY20: LPHA shall not use more than 10% of the Title V funds awarded for a particular MCAH Service on indirect costs. See PE42 language under 4. a. (3) Funding Limitations for details.		
6) Comments:			
7) Capital outlay Requested in this Action: Prior approval is required for Capital Outlay. Capital Outlay is defined as an expenditure for equipment with a purchase price in excess of \$5,000 and a life expectancy greater than one year.			
PROGRAM	ITEM DESCRIPTION	COST	PROG APPROV

OHA - 2019-2021 INTERGOVERNMENTAL AGREEMENT - FOR THE FINANCING OF PUBLIC HEALTH SERVICES

OREGON HEALTH AUTHORITY PUBLIC HEALTH DIVISION EXPENDITURE AND REVENUE REPORT										
EMAIL TO: OHA-PHD.ExpendRevReport@dhs.oha.state.or.us										
Agency: [Enter your agency name]										
Program: [Enter the Program Element Number / Sub Element and Title]										
Fiscal Year: July 1, [start year] to June 30, [end year]										
BREAKDOWN BY FISCAL YEAR QUARTER										
REVENUE	Q1: Jul, Aug, Sep		Q2: Oct, Nov, Dec		Q3: Jan, Feb, Mar		Q4: Apr, May, Jun		Fiscal Year To Date	
A. PROGRAM INCOME/REVENUE	Non-OHA/PHD Revenue	LPHA Revenue	Non-OHA/PHD Revenue	LPHA Revenue	Non-OHA/PHD Revenue	LPHA Revenue	Non-OHA/PHD Revenue	LPHA Revenue	Non-OHA/PHD Revenue	LPHA Revenue
1. Revenue from Fees										\$ -
2. Donations										\$ -
3. 3rd Party Insurance										\$ -
4. Other Program Revenue										\$ -
TOTAL PROGRAM INCOME		\$ -		\$ -		\$ -		\$ -		\$ -
5. Other Local Funds (Identify)									\$ -	
5a.									\$ -	
5b.									\$ -	
6. Medicaid/OHP/Ccare									\$ -	
7. Volunteer and In-Kind (estimate value)									\$ -	
8. Other (Specify)									\$ -	
9. Other (Specify)									\$ -	
10. Other (Specify)									\$ -	
TOTAL REVENUE	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
EXPENDITURES	Q1: Jul, Aug, Sep		Q2: Oct, Nov, Dec		Q3: Jan, Feb, Mar		Q4: Apr, May, Jun		Fiscal Year To Date	
B. EXPENDITURES	Non-OHA/PHD Expenditures	OHA/PHD Expenditures	Non-OHA/PHD Expenditures	OHA/PHD Expenditures	Non-OHA/PHD Expenditures	OHA/PHD Expenditures	Non-OHA/PHD Expenditures	OHA/PHD Expenditures	Non-OHA/PHD Expenditures	OHA/PHD Expenditures
1. Personal Services (Salaries and Benefits)									\$ -	\$ -
2. Services and Supplies (Total)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2a. Professional Services/Contracts									\$ -	\$ -
2b. Travel & Training									\$ -	\$ -
2c. General Supplies									\$ -	\$ -
2d. Medical Supplies									\$ -	\$ -
2e. Other (enter total from the "Other Services & Supplies Expenditures" Form)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3. Capital Outlay									\$ -	\$ -
4. Indirect Cost (\$)									\$ -	\$ -
4a. Indirect Rate (_____ %)										
TOTAL EXPENDITURES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Less Total Program Income		\$ -		\$ -		\$ -		\$ -		\$ -
TOTAL REIMBURSABLE EXPENDITURES		\$ -		\$ -		\$ -		\$ -		\$ -
Check Box if amounts have been revised since report previously submitted										
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
WIC PROGRAM ONLY: Enter the Public Health Division Expenditures breakdown in the following categories for each quarter.										
** General Ledger report is required effective 1/1/19 and first report will be due with FY19 Quarter 3 Expenditure reports**										
C. CATEGORY	Q1: Jul, Aug, Sep		Q2: Oct, Nov, Dec		Q3: Jan, Feb, Mar		Q4: Apr, May, Jun		Fiscal Year To Date	
1. Client Services									\$ -	\$ -
2. Nutrition Education									\$ -	\$ -
3. Breastfeeding Promotion									\$ -	\$ -
4. General Administration									\$ -	\$ -
TOTAL WIC PROGRAM	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
D. CERTIFICATE	I certify to the best of my knowledge and belief that the report is true, complete and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the federal award. I am aware that any false, fictitious or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (2 CFR 200.415)									
PREPARED BY	PHONE							AUTHORIZED AGENT SIGNATURE	DATE	

OHA - 2019-2021 INTERGOVERNMENTAL AGREEMENT - FOR THE FINANCING OF PUBLIC HEALTH SERVICES

OREGON HEALTH AUTHORITY											
PUBLIC HEALTH DIVISION EXPENDITURE AND REVENUE REPORT											
EMAIL TO: OHA-PHD.ExpendRevReport@dhsosha.state.or.us											
Agency: [Enter your agency name]											
Program: [Enter the Program Element Number / Sub Element and Title]											
Fiscal Year: July 1, [start year] to June 30, [end year]											
OTHER SERVICES & SUPPLIES EXPENDITURES FORM											
BREAKDOWN BY FISCAL YEAR QUARTER											
OTHER SERVICES & SUPPLIES EXPENDITURES		Q1: Jul, Aug, Sep		Q2: Oct, Nov, Dec		Q3: Jan, Feb, Mar		Q4: Apr, May, Jun		Fiscal Year To Date	
2e. OTHER SERVICES & SUPPLIES*		Non-OHA/PHD Expenditures	OHA/PHD Expenditures	Non-OHA/PHD Expenditures	OHA/PHD Expenditures	Non-OHA/PHD Expenditures	OHA/PHD Expenditures	Non-OHA/PHD Expenditures	OHA/PHD Expenditures	Non-OHA/PHD Expenditures	OHA/PHD Expenditures
Enter Other S&S Category										\$ -	\$ -
Enter Other S&S Category										\$ -	\$ -
Enter Other S&S Category										\$ -	\$ -
Enter Other S&S Category										\$ -	\$ -
Enter Other S&S Category										\$ -	\$ -
Enter Other S&S Category										\$ -	\$ -
Enter Other S&S Category										\$ -	\$ -
Enter Other S&S Category										\$ -	\$ -
Enter Other S&S Category										\$ -	\$ -
TOTAL OTHER S&S EXPENDITURES**		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Form Number 23-152 Other S&S Expenditures											Revised July 2019
*Note: For each line under 2e. OTHER SERVICES & SUPPLIES, enter the type of other expenditures and the amount for both the Non-OHA/PHD Expenditures column and OHA/PHD Expenditures Column.											
**Note: The Total Other S&S Expenditures for each quarter here needs to be entered into the corresponding cells in Line 2e. Other under the Expenditure Section of the Expenditure and Revenue Report.											

TITLE OF FORM: OHA Public Health Division Expenditure and Revenue Report
FORM NUMBER: 23-152 (Instructions)

WHO MUST COMPLETE THE FORM 23-152:	All agencies receiving funds awarded through Oregon Health Authority Intergovernmental Agreement for Financing Public Health Services must complete this report for each grant-funded program. Agencies are responsible for assuring that each report is completed accurately, signed and submitted in a timely manner.
WHERE TO SUBMIT REPORT:	OHA-PHD.ExpendRevReport@dhsosha.state.or.us
WHEN TO SUBMIT:	Reports for grants are due 30 days following the end of the 3-, 6-, and 9-month periods (10/30, 1/30, 4/30) and 51 days after the 12-month period (8/20) in each fiscal year. Any expenditure reports due and not received by the specified deadline could delay payments until reports have been received from the payee for the reporting period.
REPORT REVISIONS:	OHA will accept <i>revised</i> revenue and expenditure reports up to 30 calendar days after the due date for the first, second and third quarter expenditure reports. OHA will accept <i>revised</i> reports up to 14 days after the fourth quarter expenditure report due date.
WHAT TO SUBMIT:	Submit both the main Expenditure and Revenue Report and the Other Services & Supplies Expenditures (Other S&S) Form. WIC programs must submit a general ledger report quarterly.

INSTRUCTIONS FOR COMPLETING THE FORM

Report expenditures for both Non-OHA/PHD and OHA/PHD funds for which reimbursement is being claimed. This reporting feature is necessary for programs due to the requirement of matching federal dollars with state and/or local dollars.

- YEAR TO DATE expenditures are reported when payment is made or a legal obligation is incurred.
- YEAR TO DATE revenue is reported when recognized.

OHA/PHD: Oregon Health Authority/Public Health Division

Enter your **Agency name, Program Element Number and Title**, and **Fiscal Year** start and end dates.

Gray shaded areas do not need to be filled out.

A. REVENUE	Revenues that support program are to be entered for each quarter of the state fiscal year as either Program Revenue or Non-OHA/PHD Revenue.
Program Revenue	Report this income in Section A. PROGRAM INCOME/REVENUE, Program Revenue column, Lines 1 through 4, for each quarter. Program income will be deducted from total OHA/PHD expenditures.
TOTAL PROGRAM INCOME	The total Program Revenue for each quarter and fiscal year to date. On the Excel report template, this is an auto sum field.
Non-OHA/PHD Revenue	Report this revenue in Section A. PROGRAM INCOME/REVENUE, Non-OHA/PHD Revenue column Lines 5 to 10, for each quarter. If applicable, identify sources of Line 5. Other Local Funds and specify type of Other for Lines 8 - 10. Non-OHA revenue are not subtracted from OHA/PHD expenditures.
TOTAL REVENUE	The total of Program and Non-OHA/PHD revenue for each quarter and fiscal year to date. On the Excel report template, this is an auto sum field.
Fiscal Year To Date	The YTD total Program or Non-OHA/PHD revenue for each line for the fiscal year. On the Excel report template, this is an auto sum field.
B. EXPENDITURES	Expenditures are to be entered for each quarter of the state fiscal year as either Non-OHA/PHD Expenditures or OHA/PHD Expenditures.
Non-OHA/PHD Expenditures	Program expenditures not reimbursed by the OHA Public Health Division.
OHA/PHD Expenditures	Reimbursable expenditures less program income.
Line 1. Personal Services	Report total salaries and benefits that apply to the program for each quarter. Payroll expenses may vary from month to month. Federal guidelines, 2 CFR 225 Appendix B.8. (OMB Circular A-87), require the maintenance of adequate time activity reports for individuals paid from grant funds.
Line 2. Services and Supplies (Total)	The total from the four subcategories (Lines 2a. through 2e.) below this category. On the Excel report template, this is an auto sum field.
Line 2a. Professional Services/Contracts	Report contract and other professional services expenditures for each quarter.
Line 2b. Travel & Training	Report travel and training expenditures for each quarter.

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Line 2c. General Supplies	Report expenditures for materials & supplies costing less than \$5,000 per unit for each quarter.
Line 2d. Medical Supplies	Report expenditures for medical supplies for each quarter.
Line 2e. Other	Report the Total Other S&S Expenditures from the Other S&S Expenditures Form. Data entry is done in the 'Other S&S Expenditures' Form by entering the type and amount of other services and supplies expenses.
Line 3. Capital Outlay	Report capital outlay expenditures for each quarter. Capital Outlay is defined as expenditure of a single item costing more than \$5,000 with a life expectancy of more than one year. Itemize all capital outlay expenditures by cost and description. Federal regulations require that capital equipment (desk, chairs, laboratory equipment, etc.) continue to be used within the program area. Property records for non-expendable personal property shall be maintained accurately per Subtitle A-Department of Health and Human Services, 45 Code of Federal Regulation (CFR) Part 92.32 and Part 74.34. <i>Prior approval must be obtained for any purchase of a single item or special purpose equipment having an acquisition cost of \$5,000 or more (PHS Grants Policy Statement; WIC, see Federal Regulations Section 246.14).</i>
Line 4. Indirect Cost (\$)	Report indirect costs for each quarter.
Line 4a. Indirect Rate (%)	Report the approved indirect rate percent within the (____%) area, in front of the % symbol. If no indirect rate or if you have a cost allocation plan, enter "N/A".
TOTAL EXPENDITURES	The total of OHA/PHD and Non-OHA/PHD expenditures for each quarter and fiscal year to date. On the Excel report template, this is an auto sum field.
Less Total Program Income	Take from the Program Revenue, TOTAL PROGRAM INCOME line in the Revenue section for each quarter and fiscal year to date. This is the OHA/PHD income that gets deducted from OHA/PHD total expenditures. On the Excel report template, this is an auto fill field.
TOTAL REIMBURSABLE EXPENDITURES	The total OHA/PHD expenditures less total program income for each quarter and fiscal YTD. The amount reimbursed by OHA-PHD. On the Excel report template, this is an auto calculate field.
Fiscal Year To Date	The YTD total of each expenditure category/subcategory of both OHA/PHD and Non-OHA/PHD for the fiscal year. On the Excel report template, this is an auto sum field.
C. WIC PROGRAM ONLY	Report the Public Health Division expenditures for the 4 categories listed in the WIC Program section for each quarter. Refer to Policy 315: Fiscal Requirements of the Oregon WIC Program Policy and Procedure Manual for definitions of the categories.
WIC GENERAL LEDGER REPORTING	Effective 1/1/19 General Ledger reports must be submitted with quarterly Expenditure and Revenue Report. First report due is for FY19 Quarter 3. Reports should be cumulative for FY.
TOTAL WIC PROGRAM	The total of the four WIC expenditure categories for each quarter and fiscal year. On the Excel report template, this is an auto sum field.
Fiscal Year to Date	The YTD total of each WIC category for the fiscal year. On the Excel report template, this is an auto sum field.
D. CERTIFICATE	Certify the report.
Prepared By	Enter the name and phone number of the person preparing the report.
Authorized Agent Signature	Obtain the signature, name and date of the authorized agent.
Where to Submit Report	Email the report to the Email To: address indicated on the form.
REIMBURSEMENT FROM THE STATE	Transfer document will be forwarded to the county treasurer (where appropriate) with a copy to the local agency when OHA Public Health Division makes reimbursement
WHEN A BUDGET REVISION IS REQUIRED	It is understood that the pattern of expenses will follow the estimates set forth in the approved budget application. To facilitate program development, however, transfers between expense categories may be made by the local agency except in the following instances, when a budget revision will be required: <ul style="list-style-type: none"> ● If a transfer would result in or reflect a significant change in the character or scope of the program. ● If there is a significant expenditure in a budget category for which funds were not initially budgeted in approved application.

EXPLANATION OF FINANCIAL ASSISTANCE AWARD

The Financial Assistance Award set forth above and any Financial Assistance Award amendment must be read in conjunction with this explanation for purposes of understanding the rights and obligations of OHA and LPHA reflected in the Financial Assistance Award.

1. **Format and Abbreviations in Financial Assistance Award**

The Financial Assistance Award consists of the following Items and Columns:

- a. **Item 1 “Grantee”** is the name and address of the LPHA;
- b. **Item 2 “Issue Date” and “This Action”** is the date upon which the Financial Assistance Award is issued, and, if the Financial Assistance Award is a revision of a previously issued Financial Assistance Award; and
- c. **Item 3 “Award Period”** is the period of time for which the financial assistance is awarded and during which it must be expended by LPHA, subject to any restrictions set forth in the Footnotes section (see “Footnotes” below) of the Financial Assistance Award. Subject to the restrictions and limitations of this Agreement and except as otherwise specified in the Footnotes, the financial assistance may be expended at any time during the period for which it is awarded regardless of the date of this Agreement or the date the Financial Assistance Award is issued.
- d. **Item 4 “OHA Public Health Funds Approved”** is the section that contains information regarding the Program Elements for which OHA is providing financial assistance to LPHA under this Agreement and other information provided for the purpose of facilitating LPHA administration of the fiscal and accounting elements of this Agreement. Each Program Element for which financial assistance is awarded to LPHA under this Agreement is listed by its Program Element number and its Program Element name (full or abbreviated). In certain cases, funds may be awarded solely for a sub-element of a Program Element. In such cases, the sub-element for which financial assistance is awarded is listed by its Program Element number, its Program Element name (full or abbreviated) and its sub-element name (full or abbreviated) as specified in the Program Element. The awarded funds, administrative information and restrictions on a particular line are displayed in a columnar format as follows:
 - (1) **Column 1 “Program”** will contain the Program Element name and number for each Program Element (and sub-element name, if applicable) for which OHA has awarded financial assistance to LPHA under this Agreement. Each Program Element name and number set forth in this section of the Financial Assistance Award corresponds to a specific Program Element Description set forth in Exhibit B. Each sub-element name (if specified) corresponds to a specific sub-element of the specified Program Element.
 - (2) **Column 2 “Award Balance”** in instances in which a revision to the Financial Assistance Award is made pursuant to an amendment duly issued by OHA and executed by the parties, the presence of an amount in this column will indicate the amount of financial assistance that was awarded by OHA to the LPHA, for the Program Element (or sub-element) identified on that line, prior to the issuance of an amendment to this Agreement. The information contained in this column is for information only, for purpose of facilitating LPHA’s administration of the fiscal and accounting elements of this Agreement, does not create enforceable rights under this Agreement and shall not be considered in the interpretation of this Agreement.
 - (3) **Column 3 “Increase/(Decrease)”** in instances in which a revision to the Financial Assistance Award is made pursuant to an amendment duly issued by OHA and executed by the parties, the presence of an amount in this column will indicate the amount by which the financial assistance awarded by OHA to the LPHA, for the Program Element (or sub-element) identified on that line, is increased or decreased by an amendment to this Agreement. The information contained in this column is for information only, for purpose of facilitating LPHA’s administration of the fiscal and accounting elements of

this Agreement, does not create enforceable rights under this Agreement and shall not be considered in the interpretation of this Agreement.

- (4) **Column 4 “New Award Balance”** the amount set forth in this column is the amount of financial assistance awarded by OHA to LPHA for the Program Element (or sub-element) identified on that line and is OHA’s maximum financial obligation under this Agreement in support of services comprising that Program Element (or sub-element). In instances in which OHA desires to limit or condition the expenditure of the financial assistance awarded by OHA to LPHA for the Program Element (or sub-element) in a manner other than that set forth in the Program Element Description or elsewhere in this Agreement, these limitations or conditions shall be indicated by a letter reference(s) to the “Footnotes” section, in which an explanation of the limitation or condition will be set forth.

- e. **Item 5 “Footnotes”** this section sets forth any special limitations or conditions, if any, applicable to the financial assistance awarded by OHA to LPHA for a particular Program Element (or sub-element). The limitations or conditions applicable to a particular award are indicated by corresponding Program Element (PE) number references appearing in the “Footnotes” section and on the appropriate line of the “New Award Balance” column of the “OHA Public Health Funds Approved” section. LPHA must comply with the limitations or conditions set forth in the “Footnotes” section when expending or utilizing financial assistance subject thereto.
- f. **Item 6 “Comments”** this section sets forth additional footnotes, if any, applicable to the financial assistance awarded to OHA to LPHA for a particular Program Element. The limitations or conditions applicable to a particular award are indicated by corresponding Program Element (PE) number references appearing in the “Comments” section and on the appropriate line of the “New Award Balance” column of the “OHA Public Health Funds Approved” section. LPHA must comply with the limitations or conditions set forth in the “Comments” section when expending or utilizing financial assistance subject thereto.
- g. **Item 7 “Capital Outlay Requested in This Action”** in instances in which LPHA requests, and OHA approves an LPHA request for, expenditure of the financial assistance provided hereunder for a capital outlay, OHA’s approval of LPHA’s capital outlay request will be set forth in this section of the Financial Assistance Award. This section contains a section heading that explains the OHA requirement for obtaining OHA approval for an LPHA capital outlay prior to LPHA’s expenditure of financial assistance provided hereunder for that purpose, and provides a brief OHA definition of a capital outlay. The information associated with OHA’s approval of LPHA’s capital outlay request are displayed in a columnar format as follows:
- (1) **Column 1 “Program”** the information presented in this column indicates the particular Program Element (or sub-element), the financial assistance for which LPHA may expend on the approved capital acquisition.
- (2) **Column 2 “Item Description”** the information presented in this column indicates the specific item that LPHA is authorized to acquire.
- (3) **Column 3 “Cost”** the information presented in this column indicates the amount of financial assistance LPHA may expend to acquire the authorized item.
- (4) **Column 4 “Prog Approv”** the presence of the initials of an OHA official approves the LPHA request for capital outlay.

2. **Financial Assistance Award Amendments.** Amendments to the Financial Assistance Award are implemented as a full restatement of the Financial Assistance Award modified to reflect the amendment for each fiscal year. Therefore, if an amendment to this Agreement contains a new Financial Assistance Award, the Financial Assistance Award in the amendment supersedes and replaces, in its entirety, any prior Financial Assistance Award for that fiscal year.

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

- 1. Enforcement of the Oregon Indoor Clean Air Act.** This section is for the purpose of providing for the enforcement of laws by LPHA relating to smoking and enforcement of the Oregon Indoor Clean Air Act (for the purposes of this section, the term “LPHA” will also refer to local government entities e.g. certain Oregon counties that agree to engage in this activity.)
- a. Authority.** Pursuant to ORS 190.110, LPHA may agree to perform certain duties and responsibilities related to enforcement of the Oregon Indoor Clean Air Act, 433.835 through 433.875 and 433.990(D) (hereafter “Act”) as set forth below.
- b. LPHA Responsibilities.** LPHA shall assume the following enforcement functions:
- (1) Maintain records of all complaints received using the complaint tracking system provided by OHA’s Tobacco Prevention and Education Program (TPEP).
 - (2) Comply with the requirements set forth in OAR 333-015-0070 to 333-015-0085 using OHA enforcement procedures.
 - (3) Respond to and investigate all complaints received concerning noncompliance with the Act or rules adopted under the Act.
 - (4) Work with noncompliant sites to participate in the development of a remediation plan for each site found to be out of compliance after an inspection by the LPHA.
 - (5) Conduct a second inspection of all previously inspected sites to determine if remediation has been completed within the deadline specified in the remediation plan.
 - (6) Notify TPEP within five business days of a site’s failure to complete remediation, or a site’s refusal to allow an inspection or refusal to participate in development of a remediation plan. See Section c.(3) “OHA Responsibilities.”
 - (7) For each non-compliant site, within five business days of the second inspection, send the following to TPEP: intake form, copy of initial response letter, remediation form, and all other documentation pertaining to the case.
 - (8) LPHA shall assume the costs of the enforcement activities described in this section. In accordance with an approved Community-based work plan as prescribed in OAR 333-010-0330(3)(b), LPHAs may use Ballot Measure 44 funds for these enforcement activities.
 - (9) If a local government has local laws or ordinances that prohibit smoking in any areas listed in ORS 433.845, the local government is responsible to enforce those laws or ordinances using local enforcement procedures. In this event, all costs of enforcement will be the responsibility of the local government. Ballot Measure 44 funds may apply; see Subsection (8) above.
- c. OHA Responsibilities.** OHA shall:
- (1) Provide an electronic records maintenance system to be used in enforcement, including forms used for intake tracking, complaints, and site visit/remediation plan, and templates to be used for letters to workplaces and/or public places.
 - (2) Provide technical assistance to LPHAs.

- (3) Upon notification of a failed remediation plan, a site's refusal to allow a site visit, or a site's refusal to develop a remediation plan, review the documentation submitted by the LPHA and issue citations to non-compliant sites as appropriate.
- (4) If requested by a site, conduct contested case hearings in accordance with the Administrative Procedures Act, ORS 183.411 to 183.470.
- (5) Issue final orders for all such case hearings.
- (6) Pursue, within the guidelines provided in the Act and OAR 333-015-0070 through OAR 333-015-0085, cases of repeat offenders to assure compliance with the Act.

2. HIPAA/HITECH COMPLIANCE.

- a. The health care component of OHA is a Covered Entity and must comply with the Health Insurance Portability and Accountability Act and the federal regulations implementing the Act (collectively referred to as HIPAA). When explicitly stated in the Program Element definition table located in Exhibit A, LPHA is a Business Associate of the health care component of OHA and therefore must comply with OAR 943-014-0400 through OAR 943-014-0465 and the Business Associate requirements set forth in 45 CFR 164.502 and 164.504. LPHA's failure to comply with these requirements shall constitute a default under this Agreement.
 - (1) **Consultation and Testing.** If LPHA reasonably believes that the LPHA's or OHA's data transactions system or other application of HIPAA privacy or security compliance policy may result in a violation of HIPAA requirements, LPHA shall promptly consult the OHA Information Security Office. LPHA or OHA may initiate a request for testing of HIPAA transaction requirements, subject to available resources and the OHA testing schedule.
 - (2) **Data Transactions Systems.** If LPHA intends to exchange electronic data transactions with a health care component of OHA in connection with claims or encounter data, eligibility or enrollment information, authorizations, or other electronic transaction, LPHA shall execute an Electronic Data Interchange (EDI) Trading Partner Agreement with OHA and shall comply with OHA EDI Rules set forth in OAR 943-120-0100 through 943-120-0200.
- b. LPHA agrees that use and disclosure of Protected Health Information (PHI) and Electronic Protected Health Information (EPHI) in the performance of its obligations shall be governed by the Agreement. When acting as a Business Associate of the health care component of OHA as described in Paragraph a. of this section, LPHA further agrees that it shall be committed to compliance with the standards set forth in the Privacy Rule and Security Rule as amended by the HITECH Act, and as they may be amended further from time to time, in the performance of its obligations related to the Agreement, and that it shall make all subcontractors and Providers comply with the same requirements.

EXHIBIT E
GENERAL TERMS AND CONDITIONS

1. Disbursement and Recovery of Financial Assistance.

a. Disbursement Generally. Subject to the conditions precedent set forth below and except as otherwise specified in an applicable footnote in the Financial Assistance Award, OHA shall disburse financial assistance awarded for a particular Program Element, as described in the Financial Assistance Award, to LPHA in substantially equal monthly allotments during the period specified in the Financial Assistance Award for that Program Element, subject to the following:

- (1) Upon written request of LPHA to the OHA Contract Administrator and subsequent OHA approval, OHA may adjust monthly disbursements of financial assistance to meet LPHA program needs.
- (2) OHA may reduce monthly disbursements of financial assistance as a result of, and consistent with, LPHA's Underexpenditure or Overexpenditure of prior disbursements.
- (3) After providing LPHA 30 calendar days advance notice, OHA may withhold monthly disbursements of financial assistance if any of LPHA's reports required to be submitted to OHA under this Exhibit E, Section 6 "Reporting Requirements" or that otherwise are not submitted in a timely manner or are incomplete or inaccurate. OHA may withhold the disbursements under this subsection until the reports have been submitted or corrected to OHA's satisfaction.

OHA may disburse to LPHA financial assistance for a Program Element in advance of LPHA's expenditure of funds on delivery of the services within that Program Element, subject to OHA recovery at Agreement Settlement of any excess disbursement. The mere disbursement of financial assistance to LPHA in accordance with the disbursement procedures described above does not vest in LPHA any right to retain those funds. Disbursements are considered an advance of funds to LPHA which LPHA may retain only to the extent the funds are expended in accordance with the terms and conditions of this Agreement.

b. Conditions Precedent to Disbursement. OHA's obligation to disburse financial assistance to LPHA under this Agreement is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:

- (1) No LPHA default as described in Exhibit F, Section 6 "LPHA Default" has occurred.
- (2) LPHA's representations and warranties set forth in Exhibit F, Section 4 "Representations and Warranties" of this Exhibit are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.

c. Recovery of Financial Assistance.

- (1) **Notice of Underexpenditure, Overexpenditure or Misexpenditure.** If OHA believes there has been an Underexpenditure or Overexpenditure (as defined in Exhibit A) of moneys disbursed under this Agreement, OHA shall provide LPHA with written notice thereof and OHA and LPHA shall engage in the process described in "Recover of Underexpenditure or Overexpenditure" below. If OHA believes there has been a Misexpenditure (as defined in Exhibit A) of moneys disbursed to LPHA under this Agreement, OHA shall provide LPHA with written notice thereof and OHA and LPHA shall engage in the process described in "Recover of Misexpenditure" below.

(2) Recovery of Underexpenditure or Overexpenditure.

- (a) **LPHA's Response.** LPHA shall have 90 calendar days from the effective date of the notice of Underexpenditure or Overexpenditure to pay OHA in full or notify the OHA that it wishes to engage in the appeals process set forth in Section 1.c.(2)(b) below. If LPHA fails to respond within that 90-day time period, LPHA shall promptly pay the noticed Underexpenditure or Overexpenditure amount.
- (b) **Appeals Process.** If LPHA notifies OHA that it wishes to engage in an appeal process, LPHA and OHA shall engage in non-binding discussions to give the LPHA an opportunity to present reasons why it believes that there is no Underexpenditure or Overexpenditure, or that the amount of the Underexpenditure or Overexpenditure is different than the amount identified by OHA, and to give OHA the opportunity to reconsider its notice. LPHA and OHA may negotiate an appropriate apportionment of responsibility for the repayment of an Underexpenditure or Overexpenditure. At LPHA request, OHA will meet and negotiate with LPHA in good faith concerning appropriate apportionment of responsibility for repayment of an Underexpenditure or Overexpenditure. In determining an appropriate apportionment of responsibility, LPHA and OHA may consider any relevant factors. An example of a relevant factor is the extent to which either party contributed to an interpretation of a statute, regulation or rule prior to the expenditure that was officially reinterpreted after the expenditure. If OHA and LPHA reach agreement on the amount owed to OHA, LPHA shall promptly repay that amount to OHA by issuing payment to OHA or by directing OHA to withhold future payments pursuant to "Recover from Future Payments" below. If OHA and LPHA continue to disagree about whether there has been an Underexpenditure or Overexpenditure or the amount owed, the parties may agree to consider further appropriate dispute resolution processes, including, subject to Oregon Department of Justice (DOJ) and LPHA counsel approval, arbitration.
- (c) **Recovery From Future Payments.** To the extent that OHA is entitled to recover an Underexpenditure or Overexpenditure pursuant to "Appeal Process" above), OHA may recover the Underexpenditure or Overexpenditure by offsetting the amount thereof against future amounts owed to LPHA by OHA, including, but not limited to, any amount owed to LPHA by OHA under any other contract or agreement between LPHA and OHA, present or future. OHA shall provide LPHA written notice of its intent to recover the amounts of the Underexpenditure or Overexpenditure from amounts owed LPHA by OHA as set forth in this subsection), and shall identify the amounts owed by OHA which OHA intends to offset, (including contracts or agreements, if any, under which the amounts owed arose) LPHA shall then have 14 calendar days from the date of OHA's notice in which to request the deduction be made from other amounts owed to LPHA by OHA and identified by LPHA. OHA shall comply with LPHA's request for alternate offset, unless the LPHA's proposed alternative offset would cause OHA to violate federal or state statutes, administrative rules or other applicable authority, or would result in a delay in recovery that exceeds three months. In the event that OHA and LPHA are unable to agree on which specific amounts, owed to LPHA by OHA, the OHA may offset in order to recover the amount of the Underexpenditure or Overexpenditure, then OHA may select the particular contracts or agreements between OHA and LPHA and amounts from which it will recover the amount of the Underexpenditure or Overexpenditure, within the following limitations: OHA shall first look to amounts owed to LPHA (but

unpaid) under this Agreement. If that amount is insufficient, then OHA may look to any other amounts currently owing or owed in the future to LPHA by OHA. In no case, without the prior consent of LPHA, shall OHA deduct from any one payment due LPHA under the contract or agreement from which OHA is offsetting funds an amount in excess of twenty-five percent (25%) of that payment. OHA may look to as many future payments as necessary in order to fully recover the amount of the Underexpenditure or Overexpenditure.

(3) Recovery of Misexpenditure.

- (a) LPHA's Response.** From the effective date of the notice of Misexpenditure, LPHA shall have the lesser of: (i) 60 calendar days; or (ii) if a Misexpenditure relates to a Federal Government request for reimbursement, 30 calendar days fewer than the number of days (if any) OHA has to appeal a final written decision from the Federal Government, to either:
- i.** Make a payment to OHA in the full amount of the noticed Misexpenditure identified by OHA;
 - ii.** Notify OHA that LPHA wishes to repay the amount of the noticed Misexpenditure from future payments pursuant to "Recovery from Future Payments" below; or
 - iii.** Notify OHA that it wishes to engage in the applicable appeal process set forth in "Appeal Process for Misexpenditure" below.

If LPHA fails to respond within the time required by "Appeal Process for Misexpenditure" below, OHA may recover the amount of the noticed Misexpenditure from future payments as set forth in "Recovery from Future Payments" below.

- (b) Appeal Process for Misexpenditure.** If LPHA notifies OHA that it wishes to engage in an appeal process with respect to a noticed Misexpenditure, the parties shall comply with the following procedures, as applicable:
- i. Appeal from OHA-Identified Misexpenditure.** If OHA's notice of Misexpenditure is based on a Misexpenditure solely of the type described in Sections 15.b. or c. of Exhibit A, LPHA and OHA shall engage in the process described in this subsection to resolve a dispute regarding the noticed Misexpenditure. First, LPHA and OHA shall engage in non-binding discussions to give LPHA an opportunity to present reasons why it believes that there is, in fact, no Misexpenditure or that the amount of the Misexpenditure is different than the amount identified by OHA, and to give OHA the opportunity to reconsider its notice. LPHA and OHA may negotiate an appropriate apportionment of responsibility for the repayment of a Misexpenditure. At LPHA request, OHA will meet and negotiate with LPHA in good faith concerning appropriate apportionment of responsibility for repayment of a Misexpenditure. In determining an appropriate apportionment of responsibility, LPHA and OHA may consider any relevant factors. An example of a relevant factor is the extent to which either party contributed to an interpretation of a statute, regulation or rule prior to the expenditure that was officially reinterpreted after the expenditure. If OHA and LPHA reach agreement on the amount owed to OHA, LPHA shall promptly repay that amount to OHA by issuing payment to OHA or by directing OHA to withhold future

payments pursuant to “Recovery from Future Payments” below. If OHA and LPHA continue to disagree as to whether or not there has been a Misexpenditure or as to the amount owed, the parties may agree to consider further appropriate dispute resolution processes including, subject to Oregon Department of Justice (DOJ) and LPHA counsel approval, arbitration.

ii. Appeal from Federal-Identified Misexpenditure.

A. If OHA’s notice of Misexpenditure is based on a Misexpenditure of the type described in Exhibit A, Section 15.a. and the relevant Federal Agency provides a process either by statute or administrative rule to appeal the determination of improper use of federal funds, the notice of disallowance or other federal identification of improper use of funds and if the disallowance is not based on a federal or state court judgment founded in allegations of Medicaid fraud or abuse, then LPHA may, prior to 30 calendar days prior to the applicable federal appeals deadline, request that OHA appeal the determination of improper use, notice of disallowance or other federal identification of improper use of funds in accordance with the process established or adopted by the Federal Agency. If LPHA so requests that OHA appeal the determination of improper use of federal funds, federal notice of disallowance or other federal identification of improper use of funds, the amount in controversy shall, at the option of LPHA, be retained by the LPHA or returned to OHA pending the final federal decision resulting from the initial appeal. If the LPHA does request, prior to the deadline set forth above, that OHA appeal, OHA shall appeal the determination of improper use, notice of disallowance or other federal identification of improper use of funds in accordance with the established process and shall pursue the appeal until a decision is issued by the Departmental Grant Appeals Board of the U.S. Department of Health and Human Services (HHS) (the “Grant Appeals Board”) pursuant to the process for appeal set forth in 45 CFR. Subtitle A, Part 16, or an equivalent decision is issued under the appeal process established or adopted by the Federal Agency. LPHA and OHA shall cooperate with each other in pursuing the appeal. If the Grant Appeals Board or its equivalent denies the appeal then either LPHA, OHA, or both may, in their discretion, pursue further appeals. Regardless of any further appeals, within 90 calendar days of the date the federal decision resulting from the initial appeal is final, LPHA shall repay to OHA the amount of the noticed Misexpenditure (reduced, if at all, as a result of the appeal) by issuing payment to OHA or by directing OHA to withhold future payments pursuant to “Recovery From Future Payments” below. To the extent that LPHA retained any of the amount in controversy while the appeal was pending, the LPHA shall pay to OHA the interest, if any, charged by the Federal Government on such amount.

- B.** If the relevant Federal Agency does not provide a process either by statute or administrative rule to appeal the determination of improper use of federal funds, the notice of disallowance or other federal identification of improper use of funds or LPHA does not request that OHA pursue an appeal prior to 30 calendar days prior to the applicable federal appeals deadline, and if OHA does not appeal, then within 90 calendar days of the date the federal determination of improper use of federal funds, the federal notice of disallowance or other federal identification of improper use of funds is final LPHA shall repay to OHA the amount of the noticed Misexpenditure by issuing a payment to OHA or by directing OHA to withhold future payments pursuant to “Recovery From Future Payments” below.
- C.** If LPHA does not request that OHA pursue an appeal of the determination of improper use of federal funds, the notice of disallowance, or other federal identification of improper use of funds, prior to 30 calendar days prior to the applicable federal appeals deadline but OHA nevertheless appeals, LPHA shall repay to OHA the amount of the noticed Misexpenditure (reduced, if at all, as a result of the appeal) within 90 calendar days of the date the federal decision resulting from the appeal is final, by issuing payment to OHA or by directing OHA to withhold future payments pursuant to “Recover From Future Payments” below.
- D.** Notwithstanding Subsection a, i. through iii. above, if the Misexpenditure was expressly authorized by an OHA rule or an OHA writing signed by an authorized person that applied when the expenditure was made, but was prohibited by federal statutes or regulations that applied when the expenditure was made, LPHA will not be responsible for repaying the amount of the Misexpenditure to OHA, provided that:
- I.** Where post-expenditure official reinterpretation of federal statutes or regulations results in a Misexpenditure, LPHA and OHA will meet and negotiate in good faith an appropriate apportionment of responsibility between them for repayment of the Misexpenditure.
- II.** For purposes of this Subsection D., an OHA writing must interpret this Agreement or an OHA rule and be signed by the Director of the OHA or by one of the following OHA officers concerning services in the category where the officers are listed:

Public Health Services:

- Public Health Director
- Public Health Director of Fiscal and Business Operations

OHA shall designate alternate officers in the event the offices designated in the previous sentence are abolished. Upon LPHA request, OHA shall notify LPHA of the names

of individual officers with the above titles. OHA shall send OHA writings described in this paragraph to LPHA by mail and email.

- III. The writing must be in response to a request from LPHA for expenditure authorization, or a statement intended to provide official guidance to LPHA or counties generally for making expenditures under this Agreement. The writing must not be contrary to this Agreement or contrary to law or other applicable authority that is clearly established at the time of the writing.
 - IV. If OHA writing is in response to a request from LPHA for expenditure authorization, the request must be in writing and signed by the director of an LPHA department with authority to make such a request or by the LPHA Counsel. It must identify the supporting data, provisions of this Agreement and provisions of applicable law relevant to determining if the expenditure should be authorized.
 - V. An OHA writing expires on the date stated in the writing, or if no expiration date is stated, six years from the date of the writing. An expired OHA writing continues to apply to LPHA expenditures that were made in compliance with the writing and during the term of the writing.
 - VI. OHA may revoke or revise an OHA writing at any time if it determines in its sole discretion that the writing allowed expenditure in violation of this Agreement or law or any other applicable authority.
 - VII. OHA rule does not authorize an expenditure that this Agreement prohibits.
- (c) **Recovery From Future Payments.** To the extent that OHA is entitled to recover a Misexpenditure pursuant to “Appeal Process for Misexpenditure” above, OHA may recover the Misexpenditure by offsetting the amount thereof against future amounts owed to LPHA by OHA, including but not limited to, any amount owed to LPHA by OHA under this Agreement or any amount owed to LPHA by OHA under any other contract or agreement between LPHA and OHA, present or future. OHA shall provide LPHA written notice of its intent to recover the amount of the Misexpenditure from amounts owed LPHA by OHA as set forth in this Subsection (c) and shall identify the amounts owed by OHA that OHA intends to offset (including the contracts or agreements, if any, under which the amounts owed arose and from those OHA wishes to deduct payments from). LPHA shall then have 14 calendar days from the date of OHA’s notice in which to request the deduction be made from other amounts owed to LPHA by OHA and identified by LPHA. OHA shall comply with LPHA’s request for alternate offset, unless the LPHA’s proposed alternative offset would cause OHA to violate federal or state statutes, administrative rules or other applicable authority. In the event that OHA and LPHA are unable to agree on which specific amounts are owed to LPHA by OHA, that OHA may offset in order to recover the amount of the Misexpenditure, then OHA may select the particular contracts or agreements between OHA and County and amounts from which it will recover the amount of the

Misexpenditure, after providing notice to LPHA, and within the following limitations: OHA shall first look to amounts owed to LPHA (but unpaid) under this Agreement. If that amount is insufficient, then OHA may look to any other amounts currently owing or owed in the future to LPHA by OHA. In no case, without the prior consent of LPHA, shall OHA deduct from any one payment due LPHA under the contract or agreement from which OHA is offsetting funds an amount in excess of twenty-five percent (25%) of that payment. OHA may look to as many future payments as necessary in order to fully recover the amount of the Misexpenditure.

d. Additional Provisions With Respect to Underexpenditures, Overexpenditures and Misexpenditures.

- (1) LPHA shall cooperate with OHA in the Agreement Settlement process.
- (2) OHA's right to recover Underexpenditures, Overexpenditures and Misexpenditures from LPHA under this Agreement is not subject to or conditioned on LPHA's recovery of any money from any other entity.
- (3) If the exercise of the OHA's right to offset under this provision requires the LPHA to complete a re-budgeting process, nothing in this provision shall be construed to prevent the LPHA from fully complying with its budgeting procedures and obligations, or from implementing decisions resulting from those procedures and obligations.
 - (a) Nothing in this provision shall be construed as a requirement or agreement by the LPHA or the OHA to negotiate and execute any future contract with the other.
 - (b) Nothing in this Section 1.d. shall be construed as a waiver by either party of any process or remedy that might otherwise be available.

2. **Use of Financial Assistance.** LPHA may use the financial assistance disbursed to LPHA under this Agreement solely to cover actual Allowable Costs reasonably and necessarily incurred to implement Program Elements during the term of this Agreement. LPHA may not expend financial assistance provided to LPHA under this Agreement for a particular Program Element (as reflected in the Financial Assistance Award) on the implementation of any other Program Element.
3. **Subcontracts.** Except when the Program Element Description expressly requires a Program Element Service or a portion thereof to be delivered by LPHA directly, and except for the performance of any function, duty or power of the LPHA related to governance as that is described in OAR 333-014-0580, LPHA may use the financial assistance provided under this Agreement for a particular Program Element service to purchase that service, or portion thereof, from a third person or entity (a "Subcontractor") through a contract (a "Subcontract"). Subject to "Subcontractor Monitoring" below, LPHA may permit a Subcontractor to purchase the service, or a portion thereof, from another person or entity under a subcontract and such subcontractors shall also be considered Subcontractors for purposes of this Agreement and the subcontracts shall be considered Subcontracts for purposes of this Agreement. LPHA shall not permit any person or entity to be a Subcontractor unless the person or entity holds all licenses, certificates, authorizations and other approvals required by applicable law to deliver the Program Element service. The Subcontract must be in writing and contain each of the provisions set forth in Exhibit H, in substantially the form set forth therein, in addition to any other provisions that must be included to comply with applicable law, that must be included in a Subcontract under the terms of this Agreement or that are necessary to implement Program Element service delivery in accordance with the applicable Program Element Descriptions and the other terms and conditions of this Agreement. LPHA shall maintain an originally executed copy of each Subcontract at its office and shall furnish a copy of any Subcontract to OHA upon request. LPHA must comply with OAR 333-014-0570 and 333-014-0580 and ensure that any subcontractor of a Subcontractor comply with OAR 333-014-0570.

- 4. Subcontractor Monitoring.** In accordance with 2 CFR §200.331, LPHA shall monitor each Subcontractor's delivery of Program Element services and promptly report to OHA when LPHA identifies a major deficiency in a Subcontractor's delivery of a Program Element service or in a Subcontractor's compliance with the Subcontract between the Subcontractor and LPHA. LPHA shall promptly take all necessary action to remedy any identified deficiency. LPHA shall also monitor the fiscal performance of each Subcontractor and shall take all lawful management and legal action necessary to pursue this responsibility. In the event of a major deficiency in a Subcontractor's delivery of a Program Element service or in a Subcontractor's compliance with the Subcontract between the Subcontractor and LPHA, nothing in this Agreement shall limit or qualify any right or authority OHA has under state or federal law to take action directly against the Subcontractor. LPHA must monitor its Subcontractors itself and may not enter into a contract with another entity for monitoring Subcontracts.
- 5. Alternative Formats and Translation of Written Materials, Interpreter Services.** In connection with the delivery of Program Element services, LPHA shall:
- a. Make available to an LPHA Client, without charge to the LPHA Client, upon the LPHA Client's or OHA's request, any and all written materials in alternate, if appropriate, formats as required by OHA's administrative rules or by OHA's written policies made available to LPHA.
 - b. Make available to an LPHA Client, without charge to the LPHA Client, upon the LPHA Client's or OHA's request, any and all written materials in the prevalent non-English languages in LPHA's service area.
 - c. Make available to an LPHA Client, without charge to the LPHA Client, upon the LPHA Client's or OHA's request, oral interpretation services in all non-English languages in LPHA's service area.
 - d. Make available to an LPHA Client with hearing impairment, without charge to the LPHA Client, upon the LPHA Client's or OHA's request, sign language interpretation services and telephone communications access services.

For purposes of the foregoing, "written materials" includes, without limitation, all written materials created by LPHA in connection with the Services and all Subcontracts related to this Agreement. The LPHA may develop its own forms and materials and with such forms and materials the LPHA shall be responsible for making them available to an LPHA Client, without charge to the LPHA Client or OHA, in the prevalent non-English language. OHA shall be responsible for making its forms and materials available, without charge to the LPHA Client or LPHA, in the prevalent non-English language.

- 6. Reporting Requirements.** For each calendar quarter or portion thereof, during the term of this Agreement, in which LPHA expends and receives financial assistance awarded to LPHA by OHA under this Agreement, LPHA shall prepare and deliver to OHA the reports outlined below on October 30 (after end of three month period), January 30 (after end of six month period), April 30 (after end of nine month period) and August 20 (after end of 12 month period). The required reports are: :

A separate expenditure report for each Program in which LPHA expenditures and receipts of financial assistance occurred during the quarter as funded by indication on the original or formally amended Financial Assistance Award located in the same titled section of Exhibit C of this Agreement. Each report, must be substantially in the form set forth in Exhibit C titled "Oregon Health Authority, Public Health Division Expenditure and Revenue Report."

All reports must be completed in accordance with the associated instructions and must provide complete, specific and accurate information on LPHA's use of the financial assistance disbursed to LPHA hereunder. In addition, LPHA shall comply with all other reporting requirements set forth in this Agreement, including but not limited to, all reporting requirements set forth in applicable Program Element descriptions. OHA may request information and LPHA shall provide if requested by OHA, the amount of LPHA's, as well as any of LPHA's Subcontractors' and sub recipients', administrative costs

as part of either direct or indirect costs, as defined by federal regulations and guidance. OHA will accept *revised* revenue and expenditure reports up to 30 calendar days after the due date for the first, second and third quarter's expenditure reports. OHA will accept *revised* reports up to 14 days after the fourth quarter expenditure report due date. If LPHA fails to comply with these reporting requirements, OHA may withhold future disbursements of all financial assistance under this Agreement, as further described in Section 1 of this Exhibit E.

- 7. Operation of Public Health Program.** LPHA shall operate (or contract for the operation of) a public health program during the term of this Agreement. If LPHA uses financial assistance provided under this Agreement for a particular Program Element, LPHA shall include that Program Element in its public health program from the date it begins using the funds provided under this Agreement for that Program Element until the earlier of (a) termination or expiration of this Agreement, (b) termination by OHA of OHA's obligation to provide financial assistance for that Program Element, in accordance with Exhibit F, Section 8 "Termination" or (c) termination by LPHA, in accordance with Exhibit F, Section 8 "Termination", of LPHA's obligation to include that Program Element in its public health program.
- 8. Technical Assistance.** During the term of this Agreement, OHA shall provide technical assistance to LPHA in the delivery of Program Element services to the extent resources are available to OHA for this purpose. If the provision of technical assistance to the LPHA concerns a Subcontractor, OHA may require, as a condition to providing the assistance, that LPHA take all action with respect to the Subcontractor reasonably necessary to facilitate the technical assistance.
- 9. Payment of Certain Expenses.** If OHA requests that an employee of LPHA, or a Subcontractor or a citizen providing services or residing within LPHA's service area, attend OHA training or an OHA conference or business meeting and LPHA has obligated itself to reimburse the individual for travel expenses incurred by the individual in attending the training or conference, OHA may pay those travel expenses on behalf of LPHA but only at the rates and in accordance with the reimbursement procedures set forth in the Oregon Accounting Manual <http://www.oregon.gov/DAS/Pages/Programs.aspx> as of the date the expense was incurred and only to the extent that OHA determines funds are available for such reimbursement.
- 10. Effect of Amendments Reducing Financial Assistance.** If LPHA and OHA amend this Agreement to reduce the amount of financial assistance awarded for a particular Program Element, LPHA is not required by this Agreement to utilize other LPHA funds to replace the funds no longer received under this Agreement as a result of the amendment, and LPHA may, from and after the date of the amendment, reduce the quantity of that Program Element service included in its public health program commensurate with the amount of the reduction in financial assistance awarded for that Program Element. Nothing in the preceding sentence shall affect LPHA's obligations under this Agreement with respect to financial assistance actually disbursed by OHA under this Agreement or with respect to Program Element services actually delivered.
- 11. Resolution of Disputes over Additional Financial Assistance Owed LPHA After Termination or Expiration.** If, after termination or expiration of this Agreement, LPHA believes that OHA disbursements of financial assistance under this Agreement for a particular Program Element are less than the amount of financial assistance that OHA is obligated to provide to LPHA under this Agreement for that Program Element, as determined in accordance with the applicable financial assistance calculation methodology, LPHA shall provide OHA with written notice thereof. OHA shall have 90 calendar days from the effective date of LPHA's notice to pay LPHA in full or notify LPHA that it wishes to engage in a dispute resolution process. If OHA notifies LPHA that it wishes to engage in a dispute resolution process, LPHA and OHA's Public Health Director (or delegate) shall engage in non-binding discussion to give OHA an opportunity to present reasons why it believes that it does not owe LPHA any additional financial assistance or that the amount owed is different than the amount identified by LPHA in its notices, and to give LPHA the opportunity to reconsider its notice. If OHA and LPHA

reach agreement on the additional amount owed to LPHA, OHA shall promptly pay that amount to LPHA. If OHA and LPHA continue to disagree as to the amount owed, the parties may agree to consider further appropriate dispute resolution processes, including, subject to Oregon Department of Justice and LPHA counsel approval, binding arbitration. Nothing in this section shall preclude the LPHA from raising underpayment concerns at any time prior to termination of this Agreement under “Resolution of Disputes, Generally” below.

- 12. Resolution of Disputes, Generally.** In addition to other processes to resolve disputes provided in this Exhibit, either party may notify the other party that it wishes to engage in a dispute resolution process. Upon such notification, the parties shall engage in non-binding discussion to resolve the dispute. If the parties do not reach agreement as a result of non-binding discussion, the parties may agree to consider further appropriate dispute resolution processes, including, subject to Oregon Department of Justice and LPHA counsel approval, binding arbitration. The rights and remedies set forth in this Agreement are not intended to be exhaustive and the exercise by either party of any right or remedy does not preclude the exercise of any other rights or remedies at law or in equity.
- 13.** Nothing in this Agreement shall cause or require LPHA or OHA to act in violation of state or federal constitutions, statutes, regulations or rules. The parties intend this limitation to apply in addition to any other limitation in this Agreement, including limitations in Section 1 of this Exhibit E.
- 14. Purchase and Disposition of Equipment.**
- a. For purposes of this section, “Equipment” means tangible, non-expendable personal property having a useful life of more than one year and a net acquisition cost of more than \$5,000 per unit. However, for purposes of information technology equipment, the monetary threshold does not apply. Information technology equipment shall be tracked for the mandatory line categories listed below:
 - (1) Network
 - (2) Personal Computer
 - (3) Printer/Plotter
 - (4) Server
 - (5) Storage
 - (6) Software
 - b. For any Equipment authorized by OHA for purchase with funds from this Agreement, ownership shall be in the name of the LPHA and LPHA is required to accurately maintain the following Equipment inventory records:
 - (1) description of the Equipment;
 - (2) serial number;
 - (3) where Equipment was purchased;
 - (4) acquisition cost and date; and
 - (5) location, use and condition of the Equipment
 - c. LPHA shall provide the Equipment inventory list to the Agreement Administrator annually by June 30th of each year. LPHA shall be responsible to safeguard any Equipment and maintain the Equipment in good repair and condition while in the possession of LPHA or any subcontractors. LPHA shall depreciate all Equipment, with a value of more than \$5,000, using the straight line method.

- d.** Upon termination of this Agreement, or any service thereof, for any reason whatsoever, LPHA shall, upon request by OHA, immediately, or at such later date specified by OHA, tender to OHA any and all Equipment purchased with funds under this Agreement as OHA may require to be returned to the State. At OHA's direction, LPHA may be required to deliver said Equipment to a subsequent Subcontractor for that Subcontractor's use in the delivery of services formerly provided by LPHA. Upon mutual agreement, in lieu of requiring LPHA to tender the Equipment to OHA or to a subsequent Subcontractor, OHA may require LPHA to pay to OHA the current value of the Equipment. Equipment value will be determined as of the date of Agreement or service termination.
- e.** If funds from this Agreement are authorized by OHA to be used as a portion of the purchase price of Equipment, requirements relating to title, maintenance, Equipment inventory reporting and residual value shall be negotiated and the agreement reflected in a special condition or Footnote authorizing the purchase.
- f.** Notwithstanding anything herein to the contrary, LPHA shall comply with CFR Subtitle B with guidance at 2 CFR Part 200 as amended, which generally describes the required maintenance, documentation, and allowed disposition of equipment purchased with federal grant funds.

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 Program Element 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 943-005-0007, 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 locally administered public health programs, including without limitation, all administrative rules adopted by OHA related to public health programs; (c) all state laws requiring reporting of LPHA Client abuse; (d) ORS 659A.400 to 659A.409, ORS 659A.145; (e) 45 CFR 164 Subpart C; 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 Program Element 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 LPHA and OHA, that employ subject workers who provide Program Element 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 LPHA 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.** LPHA represents and warrants as follows:

 - (1) Organization and Authority.** LPHA is a political subdivision of the State of Oregon duly organized and validly existing under the laws of the State of Oregon. LPHA 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 LPHA of this Agreement (a) have been duly authorized by all necessary action by LPHA; (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 LPHA'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 LPHA is a party or by which LPHA 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 LPHA of this Agreement.

- (3) Binding Obligation. This Agreement has been duly executed and delivered by LPHA and constitutes a legal, valid and binding obligation of LPHA, 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) Program Element Services. To the extent Program Element services are performed by LPHA, the delivery of each Program Element service will comply with the terms and conditions of this Agreement and meet the standards for such Program Element service as set forth herein, including but not limited to, any terms, conditions, standards and requirements set forth in the Financial Assistance Award and applicable Program Element Description.

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.
- (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 LPHA or a Subcontractor in connection with the Program Element services with respect to that portion of the intellectual property that LPHA owns, LPHA grants to OHA a perpetual, worldwide, non-exclusive, royalty-free and irrevocable license, subject to any provisions in this 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 LPHA 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 LPHA 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 LPHA in connection with the Program Element services, OHA will grant a perpetual, worldwide, non-exclusive, royalty-free and irrevocable license, subject to any provisions in this Agreement that restrict or prohibit dissemination or disclosure of information, to LPHA to use, copy, distribute, display, build upon and improve the intellectual property.

- c. LPHA shall include in its Subcontracts terms and conditions necessary to require that Subcontractors 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. LPHA Default. LPHA shall be in default under this Agreement upon the occurrence of any of the following events:

- a. LPHA fails to perform, observe or discharge any of its covenants, agreements or obligations set forth herein.
- b. Any representation, warranty or statement made by LPHA herein or in any documents or reports made by LPHA in connection herewith that are reasonably relied upon by OHA to measure the delivery of Program Element services, the expenditure of financial assistance or the performance by LPHA is untrue in any material respect when made;
- c. LPHA: (1) applies for or consents to the appointment of, or taking of possession by, a receiver, custodian, trustee, or liquidator of itself or all of its property; (2) admits in writing its inability, or is generally unable, to pay its debts as they become due; (3) makes a general assignment for the benefit of its creditors; (4) is adjudicated as bankrupt or insolvent; (5) commences a voluntary case under the federal Bankruptcy Code (as now or hereafter in effect); (6) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts; (7) fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against it in an involuntary case under the Bankruptcy Code; or (8) takes any action for the purpose of effecting any of the foregoing; or
- d. A proceeding or case is commenced, without the application or consent of LPHA, in any court of competent jurisdiction, seeking: (1) the liquidation, dissolution or winding-up, or the composition or readjustment of debts, of LPHA; (2) the appointment of a trustee, receiver, custodian, liquidator, or the like of LPHA or of all or any substantial part of its assets; or (3) similar relief in respect to LPHA under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case continues undismissed, or an order, judgment, or decree approving or ordering any of the foregoing is entered and continues unstayed and in effect for a period of sixty consecutive days, or an order for relief against LPHA is entered in an involuntary case under the Federal Bankruptcy Code (as now or hereafter in effect).
- e. The delivery of any Program Element fails to comply satisfactorily to OHA with the terms and conditions of this Agreement or fails to meet the standards for a Program Element as set forth herein, including but not limited to, any terms, condition, standards and requirements set forth in the Financial Assistance Award and applicable Program Element Description.

7. OHA Default. OHA shall be in default under this Agreement upon the occurrence of any of the following events:

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

- b. Any representation, warranty or statement made by OHA herein or in any documents or reports made in connection herewith or relied upon by LPHA to measure performance by OHA is untrue in any material respect when made.

8. Termination.

- a. **LPHA Termination.** LPHA may terminate this Agreement in its entirety or may terminate its obligation to include one or more particular Program Elements in its public health program:
 - (1) For its convenience, upon at least three calendar months advance written notice to OHA, with the termination effective as of the first day of the month following the notice period;
 - (2) Upon 45 calendar days advance written notice to OHA, if LPHA does not obtain funding, appropriations and other expenditure authorizations from LPHA's governing body, federal, state or other sources sufficient to permit LPHA to satisfy its performance obligations under this Agreement, as determined by LPHA in the reasonable exercise of its administrative discretion;
 - (3) Upon 30 calendar days advance written notice to OHA, if OHA is in default under this Agreement and such default remains uncured at the end of said 30 calendar day period or such longer period, if any, as LPHA may specify in the notice; or
 - (4) Immediately upon written notice to OHA, if Oregon statutes or federal laws, regulations or guidelines are modified, changed or interpreted by the Oregon Legislative Assembly, the federal government or a court in such a way that LPHA no longer has the authority to meet its obligations under this Agreement.
- b. **OHA Termination.** OHA may terminate this Agreement in its entirety or may terminate its obligation to provide financial assistance under this Agreement for one or more particular Program Elements described in the Financial Assistance Award:
 - (1) For its convenience, upon at least three calendar months advance written notice to LPHA, with the termination effective as of the first day of the month following the notice period;
 - (2) Upon 45 calendar days advance written notice to LPHA, if OHA does not obtain funding, appropriations and other expenditure authorizations from federal, state or other sources sufficient to meet the payment obligations of OHA under this Agreement, as determined by OHA in the reasonable exercise of its administrative discretion. Notwithstanding the preceding sentence, OHA may terminate this Agreement in its entirety or may terminate its obligation to provide financial assistance under this Agreement for one or more particular Program Elements immediately upon written notice to LPHA, or at such other time as it may determine, if action by the federal government to terminate or reduce funding or if action by the Oregon Legislative Assembly or Emergency Board to terminate or reduce OHA's legislative authorization for expenditure of funds to such a degree that OHA will no longer have sufficient expenditure authority to meet its payment obligations under this Agreement, as determined by OHA in the reasonable exercise of its administrative discretion, and the effective date for such reduction in expenditure authorization is less than 45 calendar days from the date the action is taken;
 - (3) Immediately upon written notice to LPHA if Oregon statutes or federal laws, regulations or guidelines are modified, changed or interpreted by the Oregon Legislative Assembly, the federal government or a court in such a way that OHA no longer has the authority to meet its obligations under this Agreement or no longer has the authority to provide the financial assistance from the funding source it had planned to use;

- (4) Upon 30 calendar days advance written notice to LPHA, if LPHA is in default under this Agreement and such default remains uncured at the end of said 30 calendar day period or such longer period, if any, as OHA may specify in the notice;
- (5) Immediately upon written notice to LPHA, if any license or certificate required by law or regulation to be held by LPHA or a Subcontractor to deliver a Program Element service described in the Financial Assistance Award is for any reason denied, revoked, suspended, not renewed or changed in such a way that LPHA or a Subcontractor no longer meets requirements to deliver the service. This termination right may only be exercised with respect to the particular Program Element impacted by the loss of necessary licensure or certification; or
- (6) Immediately upon written notice to LPHA, if OHA determines that LPHA or any of its Subcontractors have endangered or are endangering the health or safety of an LPHA Client or others in performing the Program Element services covered in this Agreement.

9. Effect of Termination

- a. Upon termination of this Agreement in its entirety, OHA shall have no further obligation to pay or disburse financial assistance to LPHA under this Agreement, whether or not OHA has paid or disbursed to LPHA all financial assistance described in the Financial Assistance Award except: (1) with respect to funds described in the Financial Assistance Award, to the extent OHA's disbursement of financial assistance for a particular Program Element service, the financial assistance for which is calculated on a rate per unit of service or service capacity basis, is less than the applicable rate multiplied by the number of applicable units of the Program Element service or Program Element service capacity of that type performed or made available from the effective date of this Agreement through the termination date; and (2) with respect to funds described in the Financial Assistance Award, to the extent OHA's disbursement of financial assistance for a particular Program Element service, the financial assistance for which is calculated on a cost reimbursement basis, is less than the cumulative actual Allowable Costs reasonably and necessarily incurred with respect to delivery of that Program Element service, from the effective date of this Agreement through the termination date.
- b. Upon termination of LPHA's obligation to perform under a particular Program Element service, OHA shall have: (1) no further obligation to pay or disburse financial assistance to LPHA under this Agreement for administration of that Program Element service whether or not OHA has paid or disbursed to LPHA all financial assistance described in the Financial Assistance Award for administration of that Program Element; and (2) no further obligation to pay or disburse any financial assistance to LPHA under this Agreement for such Program Element service whether or not OHA has paid or disbursed to LPHA all financial assistance described in the Financial Assistance Award for such Program Element service except: (a) with respect to funds described in the Financial Assistance Award, to the extent OHA's disbursement of financial assistance for the particular Program Element service, the financial assistance for which is calculated on a rate per unit of service or service capacity basis, is less than the applicable rate multiplied by the number of applicable units of the Program Element service or Program Element service capacity of that type performed or made available during the period from the effective date of this Agreement through the termination date; and (b) with respect to funds described in the Financial Assistance Award, to the extent OHA's disbursement of financial assistance for a particular Program Element service, the financial assistance for which is calculated on a cost reimbursement basis, is less than the cumulative actual Allowable Costs reasonably and necessarily incurred by LPHA with respect to delivery of that Program Element service during the period from the effective date of this Agreement through the termination date.

- c. Upon termination of OHA’s obligation to provide financial assistance under this Agreement for a particular Program Element service, LPHA shall have no further obligation under this Agreement to provide that Program Element service.
 - d. **Disbursement Limitations.** Notwithstanding Subsections a. and b. above, under no circumstances will OHA be obligated to provide financial assistance to LPHA for a particular Program Element service in excess of the amount awarded under this Agreement for that Program Element service as set forth in the Financial Assistance Award.
 - e. **Survival.** Exercise of a termination right set forth in Section 8 “Termination” of this Exhibit F in accordance with its terms, shall not affect LPHA’s right to receive financial assistance to which it is entitled hereunder as described in Subsections a. and b. above or the right of OHA or LPHA to invoke the dispute resolution processes under “Resolution of Disputes over Additional Financial Assistance Owed to LPHA After Termination” or “Resolution of Disputes, Generally” below. Notwithstanding Subsections a. and b. above, exercise of the termination rights in the “Termination” above or termination of this Agreement in accordance with its terms, shall not affect LPHA’s obligations under this Agreement or OHA’s right to enforce this Agreement against LPHA in accordance with its terms, with respect to financial assistance actually disbursed by OHA under this Agreement, or with respect to Program Element services actually delivered. Specifically, but without limiting the generality of the preceding sentence, exercise of a termination right set forth in “Termination” above or termination of this Agreement in accordance with its terms shall not affect LPHA’s representations and warranties; reporting obligations; record-keeping and access obligations; confidentiality obligations; obligation to comply with applicable federal requirements; the restrictions and limitations on LPHA’s expenditure of financial assistance actually disbursed by OHA hereunder, LPHA’s obligation to cooperate with OHA in the Agreement Settlement process; or OHA’s right to recover from LPHA; in accordance with the terms of this Agreement; any financial assistance disbursed by OHA under this Agreement that is identified as an Underexpenditure or Misexpenditure. If a termination right set forth in the “Termination” above is exercised, both parties shall make reasonable good faith efforts to minimize unnecessary disruption or other problems associated with the termination.
10. **Insurance.** LPHA shall require first-tier Subcontractors, which are not units of local government, to maintain insurance as set forth in Exhibit I, “Subcontractor Insurance Requirements”, which is attached hereto.
11. **Records Maintenance, Access, and Confidentiality.**
- a. **Access to Records and Facilities.** OHA, the Secretary of State’s Office of the State of Oregon, the Federal Government, and their duly authorized representatives shall have access to the books, documents, papers and records of LPHA that are directly related to this Agreement, the financial assistance provided hereunder, or any Program Element service for the purpose of making audits, examinations, excerpts, copies and transcriptions. In addition, upon 24 hour prior notice to LPHA, LPHA shall permit authorized representatives of OHA to perform site reviews of all Program Element services delivered by LPHA.
 - b. **Retention of Records.** LPHA shall retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement, the financial assistance provided hereunder or any Program Element service, for a minimum of six years, or such longer period as may be required by other provisions of this Agreement or applicable law, following the termination or termination or expiration of this Agreement. If there are unresolved audit or Agreement Settlement questions at the end of the applicable retention period, LPHA shall retain the records until the questions are resolved.

- c. Expenditure Records.** LPHA shall establish such fiscal control and fund accounting procedures as are necessary to ensure proper expenditure of and accounting for the financial assistance disbursed to LPHA by OHA under this Agreement. In particular, but without limiting the generality of the foregoing, LPHA shall (i) establish separate accounts for each Program Element for which LPHA receives financial assistance from OHA under this Agreement and (ii) document expenditures of financial assistance provided hereunder for employee compensation in accordance with CFR Subtitle B with guidance at 2 CFR Part 200 and, when required by OHA, utilize time/activity studies in accounting for expenditures of financial assistance provided hereunder for employee compensation. LPHA shall maintain accurate property records of non-expendable property, acquired with Federal Funds, in accordance with CFR Subtitle B with guidance at 2 CFR Part 200.
- d. Safeguarding of LPHA Client Information.** LPHA shall maintain the confidentiality of LPHA Client records as required by applicable state and federal law. Without limiting the generality of the preceding sentence, LPHA shall comply with the following confidentiality laws, as applicable: ORS 433.045, 433.075, 433.008, 433.017, 433.092, 433.096, 433.098, 42 CFR Part 2 and any administrative rule adopted by OHA implementing the foregoing laws, and any written policies made available to LPHA by OHA. LPHA shall create and maintain written policies and procedures related to the disclosure of LPHA Client information and shall make such policies and procedures available to OHA for review and inspection as reasonably requested by OHA.
- 12. Information Privacy/Security/Access.** If the Program Element Services performed under this Agreement requires LPHA or its Subcontractor(s) to access or otherwise use any OHA Information Asset or Network and Information System to which security and privacy requirements apply, and OHA grants LPHA, its Subcontractors(s) or both access to such OHA Information Assets or Network and Information Systems, LPHA shall comply and require its Subcontractor(s) to which such access has been granted to comply with the terms and conditions applicable to such access or use, including OAR 943-014-0300 through OAR 943-014-0320, as such rules may be revised from time to time. For purposes of this section, “Information Asset” and “Network and Information System” have the meaning set forth in OAR 943-014-0305, as such rule may be revised from time to time.
- 13. Force Majeure.** Neither party shall be held responsible for delay or default caused by fire, civil unrest, labor unrest, natural causes, or war which is beyond the reasonable control of the parties. Each party shall, however, make all reasonable efforts to remove or eliminate such cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement. Either party may terminate this Agreement upon written notice to the other party after reasonably determining that the delay or breach will likely prevent successful performance of this Agreement.
- 14. Assignment of Agreement, Successors in Interest.**
- a.** LPHA shall not assign or transfer its interest in this Agreement without prior written approval of OHA. Any such assignment or transfer, if approved, is subject to such conditions and provisions as OHA may deem necessary. No approval by OHA of any assignment or transfer of interest shall be deemed to create any obligation of OHA in addition to those set forth in this Agreement.
- b.** The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties to this Agreement, and their respective successors and permitted assigns.
- 15. No Third Party Beneficiaries.** OHA and LPHA are the only parties to this Agreement and are the only parties entitled to enforce its terms. The parties agree that LPHA’s performance under this Agreement is solely for the benefit of OHA to assist and enable OHA to accomplish its statutory mission. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons any greater than the rights and benefits

enjoyed by the general public unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

- 16. Amendment.** No amendment, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both parties and when required by the Department of Justice. Such amendment, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given.
- 17. Severability.** The parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.
- 18. Notice.** Except as otherwise expressly provided in this Agreement, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, or mailing the same, postage prepaid to County or OHA at the address or number set forth below, or to such other addresses or numbers as either party may indicate pursuant to this section. Any communication or notice so addressed and mailed shall be effective five calendar days after mailing. Any communication or notice delivered by facsimile shall be 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. To be effective against the other party, any notice transmitted by facsimile must be confirmed by telephone notice to the other party at number listed below. Any communication or notice given by personal delivery shall be effective when actually delivered to the addressee.

OHA: Office of Contracts & Procurement
635 Capitol Street NE, Room 350
Salem, OR 97301
Telephone: 503-945-5818 Facsimile: 503-373-7889

COUNTY: Morrow County
Sheree Smith
PO Box 799, 110 N Court Street
Heppner, Oregon 97836
Telephone: (541) 676-5421 Facsimile: (541) 676-5652
Email: ssmith@co.morrow.or.us

- 19. Headings.** The headings and captions to sections of this Agreement have been inserted for identification and reference purposes only and shall not be used to construe the meaning or to interpret this Agreement.
- 20. Counterparts.** This Agreement and any subsequent amendments may be executed in several counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Agreement and any Amendments so executed shall constitute an original.
- 21. Integration and Waiver.** This Agreement, including all Exhibits, constitutes the entire Agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. The failure of either party to enforce any provision of this Agreement shall not constitute a waiver by that party of that or any other provision. No waiver or consent shall be effective unless in writing and signed by the party against whom it is asserted.
- 22. Construction.** This Agreement is the product of extensive negotiations between OHA and representatives of county governments. The provisions of this Agreement are to be interpreted and their legal effects determined as a whole. An arbitrator or court interpreting this Agreement shall give a

reasonable, lawful and effective meaning to this Agreement to the extent possible, consistent with the public interest.

- 23. Contribution.** If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against a party (the "Notified Party") with respect to which the other party ("Other Party") may have liability, the Notified Party must promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Either party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this paragraph and meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party's liability with respect to the Third Party Claim.

With respect to a Third Party Claim for which the State is jointly liable with the LPHA (or would be if joined in the Third Party Claim), the State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the Agency in such proportion as is appropriate to reflect the relative fault of the State on the one hand and of the Agency on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the State on the one hand and of the LPHA on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if the State had sole liability in the proceeding.

With respect to a Third Party Claim for which the LPHA is jointly liable with the State (or would be if joined in the Third Party Claim), the LPHA shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the State in such proportion as is appropriate to reflect the relative fault of the LPHA on the one hand and of the State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the LPHA on the one hand and of the State on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The LPHA's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if it had sole liability in the proceeding.

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

EXHIBIT G
REQUIRED FEDERAL TERMS AND CONDITIONS

In addition to the requirements of Section 2 of Exhibit F, LPHA shall comply and, as indicated, require all Subcontractors to comply with the following federal requirements to the extent that they are applicable to this Agreement, to LPHA, or to the Work, or to any combination of the foregoing. For purposes of this Agreement, all references to federal and state laws are references to federal and state laws as they may be amended from time to time.

1. **Miscellaneous Federal Provisions.** LPHA shall comply and require all Subcontractors to comply with all federal laws, regulations, and executive orders applicable to the Agreement or to the delivery of Program Element Services. Without limiting the generality of the foregoing, LPHA expressly agrees to comply and require all Subcontractors to comply with the following laws, regulations and executive orders to the extent they are applicable to this Agreement: (a) Title VI and VII of the Civil Rights Act of 1964, as amended, (b) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, (c) the Americans with Disabilities Act of 1990, as amended, (d) Executive Order 11246, as amended, (e) the Health Insurance Portability and Accountability Act of 1996, as amended, (f) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended, (g) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, (h) all regulations and administrative rules established pursuant to the foregoing laws, (i) all other applicable requirements of federal civil rights and rehabilitation statutes, rules and regulations, and (j) all federal laws requiring reporting of Client abuse. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to this Agreement and required by law to be so incorporated. No federal funds may be used to provide Services in violation of 42 U.S.C 14402.
2. **Equal Employment Opportunity.** If this Agreement, including amendments, is for more than \$10,000, then LPHA shall comply and require all Subcontractors to comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in U.S. Department of Labor regulations (41 CFR Part 60).
3. **Clean Air, Clean Water, EPA Regulations.** If this Agreement, including amendments, exceeds \$100,000 then LPHA shall comply and require all Subcontractors to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 7606), the Federal Water Pollution Control Act as amended (commonly known as the Clean Water Act) (33 U.S.C. 1251 to 1387), specifically including, but not limited to Section 508 (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (2 CFR Part 1532), which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to OHA, United States Department of Health and Human Services, and the appropriate Regional Office of the Environmental Protection Agency. LPHA shall include and require all Subcontractors to include in all contracts with Subcontractors receiving more than \$100,000, language requiring the Subcontractor to comply with the federal laws identified in this section.
4. **Energy Efficiency.** LPHA shall comply and require all Subcontractors to comply with applicable mandatory standards and policies relating to energy efficiency that are contained in the Oregon energy conservation plan issued in compliance with the Energy Policy and Conservation Act 42 U.S.C. 6201 et seq. (Pub. L. 94-163).
5. **Truth in Lobbying.** By signing this Agreement, the LPHA certifies, to the best of the LPHA's knowledge and belief that:
 - a. No federal appropriated funds have been paid or will be paid, by or on behalf of LPHA, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the

making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan, or cooperative agreement.

- b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the LPHA shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
 - c. The LPHA shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients and Subcontractors shall certify and disclose accordingly.
 - d. This certification is a material representation of fact upon which reliance was placed when this Agreement was made or entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by Section 1352, Title 31 of the U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
 - e. No part of any federal funds paid to LPHA under this Agreement shall be used, other than for normal and recognized executive legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the United States Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government.
 - f. No part of any federal funds paid to LPHA under this Agreement shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the United States Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.
 - g. The prohibitions in Subsections (e) and (f) of this section shall include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.
 - h. No part of any federal funds paid to LPHA under this Agreement may be used for any activity that promotes the legalization of any drug or other substance included in schedule I of the schedules of controlled substances established under Section 202 of the Controlled Substances Act except for normal and recognized executive congressional communications. This limitation shall not apply when there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance or that federally sponsored clinical trials are being conducted to determine therapeutic advantage.
- 6. Resource Conservation and Recovery.** LPHA shall comply and require all Subcontractors to comply with all mandatory standards and policies that relate to resource conservation and recovery pursuant to the Resource Conservation and Recovery Act (codified at 42 U.S.C. 6901 *et seq.*). Section 6002 of that

Act (codified at 42 U.S.C. 6962) requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by the Environmental Protection Agency. Current guidelines are set forth in 40 CFR Part 247.

7. **Audits.** Sub-recipients, as defined in 45 CFR 75.2, which includes, but is not limited to LPHA, shall comply, and LPHA shall require all Subcontractors to comply, with applicable Code of Federal Regulations (CFR) governing expenditure of Federal funds including, but not limited to, if a sub-recipient expends \$500,000 or more in Federal funds (from all sources) in its fiscal year beginning prior to December 26, 2014, a sub-recipient shall have a single organization-wide audit conducted in accordance with the Single Audit Act. If a sub-recipient expends \$750,000 or more in federal funds (from all sources) in a fiscal year beginning on or after December 26, 2014, it shall have a single organization-wide audit conducted in accordance with the provisions of 45 CFR Part 75, Subpart F. Copies of all audits must be submitted to OHA within 30 calendar days of completion. If a sub-recipient expends less than \$500,000 in Federal funds in a fiscal year beginning prior to December 26, 2014, or less than \$750,000 in a fiscal year beginning on or after that date, it is exempt from Federal audit requirements for that year. Records must be available for review or audit by appropriate officials.
8. **Debarment and Suspension.** LPHA shall not permit any person or entity to be a Subcontractor if the person or entity is listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal Procurement or Non-procurement Programs" in accordance with Executive Orders No. 12549 and No. 12689, "Debarment and Suspension" (see 2 CFR Part 180). This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory authority other than Executive Order No. 12549. Subcontractors with awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award.
9. **Drug-Free Workplace.** LPHA shall comply and require all Subcontractors to comply with the following provisions to maintain a drug-free workplace: (i) LPHA certifies that it will provide a drug-free workplace by publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, except as may be present in lawfully prescribed or over-the-counter medications, is prohibited in LPHA's workplace or while providing services to OHA clients. LPHA's notice shall specify the actions that will be taken by LPHA against its employees for violation of such prohibitions; (ii) Establish a drug-free awareness program to inform its employees about: the dangers of drug abuse in the workplace, LPHA's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations; (iii) Provide each employee to be engaged in the performance of services under this Agreement a copy of the statement mentioned in paragraph (i) above; (iv) Notify each employee in the statement required by paragraph (i) above that, as a condition of employment to provide services under this Agreement, the employee will: abide by the terms of the statement, and notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) calendar days after such conviction; (v) Notify OHA within ten (10) calendar days after receiving notice under subparagraph (iv) above from an employee or otherwise receiving actual notice of such conviction; (vi) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted as required by Section 5154 of the Drug-Free Workplace Act of 1988; (vii) Make a good-faith effort to continue a drug-free workplace through implementation of subparagraphs (i) through (vi) above; (viii) Require any Subcontractor to comply with subparagraphs (i) through (vii) above; (ix) Neither LPHA, or any of LPHA's employees, officers, agents or Subcontractors may provide any service required under this Agreement while under the influence of drugs. For purposes of this provision, "under the influence" means: observed abnormal behavior or impairments in mental or physical performance leading a reasonable person to believe the LPHA or LPHA's employee, officer, agent or Subcontractor has used a controlled substance, prescription or non-prescription medication that

impairs the LPHA or LPHA's employee, officer, agent or Subcontractor's performance of essential job function or creates a direct threat to LPHA Clients or others. Examples of abnormal behavior include, but are not limited to: hallucinations, paranoia or violent outbursts. Examples of impairments in physical or mental performance include, but are not limited to: slurred speech, difficulty walking or performing job activities; and (x) Violation of any provision of this subsection may result in termination of this Agreement.

10. **Pro-Children Act.** LPHA shall comply and require all sub-contractors to comply with the Pro-Children Act of 1994 (codified at 20 U.S.C. Section 6081 et. seq.).
11. **Medicaid Services.** To the extent LPHA provides any Service whose costs are paid in whole or in part by Medicaid, LPHA shall comply with all applicable federal and state laws and regulation pertaining to the provision of Medicaid Services under the Medicaid Act, Title XIX, 42 U.S.C. Section 1396 et. seq., including without limitation:
 - a. Keep such records as are necessary to fully disclose the extent of the services provided to individuals receiving Medicaid assistance and shall furnish such information to any state or federal agency responsible for administering the Medicaid program regarding any payments claimed by such person or institution for providing Medicaid Services as the state or federal agency may from time to time request. 42 U.S.C. Section 1396a(a)(27); 42 CFR Part 431.107(b)(1) & (2).
 - b. Comply with all disclosure requirements of 42 CFR Part 1002.3(a) and 42 CFR 455 Subpart (B).
 - c. Maintain written notices and procedures respecting advance directives in compliance with 42 U.S.C. Section 1396(a)(57) and (w), 42 CFR Part 431.107(b)(4), and 42 CFR Part 489 subpart I.
 - d. Certify when submitting any claim for the provision of Medicaid Services that the information submitted is true, accurate and complete. LPHA shall acknowledge LPHA's understanding that payment of the claim will be from federal and state funds and that any falsification or concealment of a material fact may be prosecuted under federal and state laws.
 - e. Entities receiving \$5 million or more annually (under this Agreement and any other Medicaid agreement) for furnishing Medicaid health care items or services shall, as a condition of receiving such payments, adopt written fraud, waste and abuse policies and procedures and inform employees, Subcontractors and agents about the policies and procedures in compliance with Section 6032 of the Deficit Reduction Act of 2005, 42 U.S.C. § 1396a(a)(68).
12. **ADA.** LPHA shall comply with Title II of the Americans with Disabilities Act of 1990 (codified at 42 U.S.C. 12131 et. seq.) 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.
13. **Agency-Based Voter Registration.** If applicable, LPHA shall comply with the Agency-based Voter Registration sections of the National Voter Registration Act of 1993 that require voter registration opportunities be offered where an individual may apply for or receive an application for public assistance.
14. **Disclosure.**
 - a. 42 CFR 455.104 requires the State Medicaid agency to obtain the following information from any provider of Medicaid or CHIP services, including fiscal agents of providers and managed care entities: (1) the name and address (including the primary business address, every business location and P.O. Box address) of any person (individual or corporation) with an ownership or control interest in the provider, fiscal agent or managed care entity; (2) in the case of an individual, the date of birth and Social Security Number, or, in the case of a corporation, the tax identification number of the entity, with an ownership interest in the provider, fiscal agent or

managed care entity or of any subcontractor in which the provider, fiscal agent or managed care entity has a 5% or more interest; (3) whether the person (individual or corporation) with an ownership or control interest in the provider, fiscal agent or managed care entity is related to another person with ownership or control interest in the provider, fiscal agent or managed care entity as a spouse, parent, child or sibling, or whether the person (individual or corporation) with an ownership or control interest in any subcontractor in which the provider, fiscal agent or managed care entity has a 5% or more interest is related to another person with ownership or control interest in the provider, fiscal agent or managed care entity as a spouse, parent, child or sibling; (4) the name of any other provider, fiscal agent or managed care entity in which an owner of the provider, fiscal agent or managed care entity has an ownership or control interest; and, (5) the name, address, date of birth and Social Security Number of any managing employee of the provider, fiscal agent or managed care entity.

- b. 42 CFR 455.434 requires as a condition of enrollment as a Medicaid or CHIP provider, to consent to criminal background checks, including fingerprinting when required to do so under state law, or by the category of the provider based on risk of fraud, waste and abuse under federal law. As such, a provider must disclose any person with a 5% or greater direct or indirect ownership interest in the provider whom has been convicted of a criminal offense related to that person's involvement with the Medicare, Medicaid, or title XXI program in the last 10 years.
- c. 45 CFR 75.113 requires applicants and recipients of federal funds to disclose, in a timely manner, in writing to the United States Health and Human Services (HHS) awarding agency or pass-through entity all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Disclosures must be sent in writing to the HHS Office of the Inspector General at the following address:

U.S. Department of Health and Human Services
 Office of the Inspector General
 Attn: Mandatory Grant Disclosures, Intake Coordinator
 330 Independence Ave, SW
 Cohen Building, Room 5527
 Washington, DR 20201

OHA reserves the right to take such action required by law, or where OHA has discretion, it deems appropriate, based on the information received (or the failure to receive) from the provider, fiscal agent or managed care entity.

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

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

EXHIBIT H
REQUIRED SUBCONTRACT PROVISIONS

1. **Expenditure of Funds.** Subcontractor may expend the funds paid to Subcontractor under this Contract solely on the delivery of _____, subject to the following limitations (in addition to any other restrictions or limitations imposed by this Contract):
 - a. Subcontractor may not expend on the delivery of _____ any funds paid to Subcontractor under this Agreement in excess of the amount reasonable and necessary to provide quality delivery of _____.
 - b. If this Agreement requires Subcontractor to deliver more than one service, Subcontractor may not expend funds paid to Subcontractor under this Contract for a particular service on the delivery of any other service.
 - c. Subcontractor may expend funds paid to Subcontractor under this Contract only in accordance with federal 2 CFR Subtitle B with guidance at 2 CFR Part 200 as those regulations are applicable to define allowable costs.
2. **Records Maintenance, Access and Confidentiality.**
 - a. **Access to Records and Facilities.** LPHA, the Oregon Health Authority, the Secretary of State's Office of the State of Oregon, the Federal Government, and their duly authorized representatives shall have access to the books, documents, papers and records of Subcontractor that are directly related to this Contract, the funds paid to Subcontractor hereunder, or any services delivered hereunder for the purpose of making audits, examinations, excerpts, copies and transcriptions. In addition, Subcontractor shall permit authorized representatives of LPHA and the Oregon Health Authority to perform site reviews of all services delivered by Subcontractor hereunder.
 - b. **Retention of Records.** Subcontractor shall retain and keep accessible all books, documents, papers, and records, that are directly related to this Contract, the funds paid to Subcontractor hereunder or to any services delivered hereunder, for a minimum of six (6) years, or such longer period as may be required by other provisions of this Contract or applicable law, following the termination or expiration of this Contract. If there are unresolved audit or other questions at the end of the above period, Subcontractor shall retain the records until the questions are resolved.
 - c. **Expenditure Records.** Subcontractor shall establish such fiscal control and fund accounting procedures as are necessary to ensure proper expenditure of and accounting for the funds paid to Subcontractor under this Contract. In particular, but without limiting the generality of the foregoing, Subcontractor shall (i) establish separate accounts for each type of service for which Subcontractor is paid under this Contract and (ii) document expenditures of funds paid to Subcontractor under this Contract for employee compensation in accordance with 2 CFR Subtitle B with guidance at 2 CFR Part 200 and, when required by LPHA, utilize time/activity studies in accounting for expenditures of funds paid to Subcontractor under this Contract for employee compensation. Subcontractor shall maintain accurate property records of non-expendable property, acquired with Federal Funds, in accordance with 2 CFR Subtitle B with guidance at 2 CFR Part 200.
 - d. **Safeguarding of Client Information.** Subcontractor shall maintain the confidentiality of client records as required by applicable state and federal law. Without limiting the generality of the preceding sentence, Subcontractor shall comply with the following confidentiality laws, as applicable: ORS 433.045, 433.075, 433.008, 433.017, 433.092, 433.096, 433.098, 42 CFR Part 2 and any administrative rule adopted by OHA implementing the foregoing laws, and any written policies made available to LPHA by OHA. Subcontractor shall create and maintain written policies and procedures related to the disclosure of client information, and shall make such

policies and procedures available to LPHA and the Oregon Health Authority for review and inspection as reasonably requested.

- e. **Information Privacy/Security/Access.** If the services performed under this Agreement requires Subcontractor to access or otherwise use any OHA Information Asset or Network and Information System to which security and privacy requirements apply, and OHA grants LPHA, its Subcontractor(s), or both access to such OHA Information Assets or Network and Information Systems, Subcontractor(s) shall comply and require its staff to which such access has been granted to comply with the terms and conditions applicable to such access or use, including OAR 943-014-0300 through OAR 943-014-0320, as such rules may be revised from time to time. For purposes of this section, “Information Asset” and “Network and Information System” have the meaning set forth in OAR 943-014-0305, as such rule may be revised from time to time.

3. Alternative Formats of Written Materials. In connection with the delivery of Program Element services, LPHA shall make available to LPHA Client, without charge, upon the LPHA Client’s reasonable request:

- a. All written materials related to the services provided to the LPHA Client in alternate formats.
- b. All written materials related to the services provided to the LPHA Client in the LPHA Client’s language.
- c. Oral interpretation services related to the services provided to the LPHA Client to the LPHA Client in the LPHA Client’s language.
- d. Sign language interpretation services and telephone communications access services related to the services provided to the LPHA Client.

For purposes of the foregoing, “written materials” means materials created by LPHA, in connection with the Service being provided to the requestor. The LPHA may develop its own forms and materials and with such forms and materials the LPHA shall be responsible for making them available to an LPHA Client, without charge to the LPHA Client in the prevalent non-English language(s) within the LPHA service area. OHA shall be responsible for making its forms and materials available, without charge to the LPHA Client or LPHA, in the prevalent non-English language(s) within the LPHA service area.

4. Compliance with Law. Subcontractor shall comply with all state and local laws, regulations, executive orders and ordinances applicable to the Contract or to the delivery of services hereunder. Without limiting the generality of the foregoing, Subcontractor expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable to the Contract: (a) all applicable requirements of state civil rights and rehabilitation statutes, rules and regulations; (b) all state laws governing operation of public health programs, including without limitation, all administrative rules adopted by the Oregon Health Authority related to public health programs; 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 under this Contract. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Contract and required by law to be so incorporated. All employers, including Subcontractor, 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. In addition, Subcontractor shall comply, as if it were LPHA thereunder, with the federal requirements set forth in Exhibit G to that certain 2019-2021 Intergovernmental Agreement for the Financing of Public Health Services between LPHA and the Oregon Health Authority dated as of July 1, 2019, which Exhibit is incorporated herein by this reference. For purposes of this Contract, all references in this Contract to federal and state laws are references to federal and state laws as they may be amended from time to time.

5. Grievance Procedures. If Subcontractor employs fifteen (15) or more employees to deliver the services under this Contract, Subcontractor shall establish and comply with employee grievance procedures. In accordance with 45 CFR 84.7, the employee grievance procedures must provide for resolution of allegations of discrimination in accordance with applicable state and federal laws. The employee grievance procedures must also include “due process” standards, which, at a minimum, shall include:

- a. An established process and time frame for filing an employee grievance.
- b. An established hearing and appeal process.
- c. A requirement for maintaining adequate records and employee confidentiality.
- d. A description of the options available to employees for resolving disputes.

Subcontractor shall ensure that its employees and governing board members are familiar with the civil rights compliance responsibilities that apply to Subcontractor and are aware of the means by which employees may make use of the employee grievance procedures. Subcontractor may satisfy these requirements for ensuring that employees are aware of the means for making use of the employee grievance procedures by including a section in the Subcontractor employee manual that describes the Subcontractor employee grievance procedures, by publishing other materials designed for this purpose, or by presenting information on the employee grievance procedures at periodic intervals in staff and board meetings.

6. Independent Contractor. Unless Subcontractor is a State of Oregon governmental agency, Subcontractor agrees that it is an independent contractor and not an agent of the State of Oregon, the Oregon Health Authority or LPHA.

7. Indemnification. To the extent permitted by applicable law, Subcontractors that are not units of local government as defined in ORS 190.003, shall defend (in the case of the State of Oregon and the Oregon Health Authority, subject to ORS chapter 180), save and hold harmless the State of Oregon, the Oregon Health Authority, LPHA, and their officers, employees, and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever resulting from, arising out of or relating to the operations of the Subcontractor, including but not limited to the activities of Subcontractor or its officers, employees, Subcontractors or agents under this Contract.

8. Required Subcontractor Insurance Language.

- a. First tier Subcontractor(s) that are not units of local government as defined in ORS 190.003 shall obtain, at Subcontractor’s expense, and maintain in effect with respect to all occurrences taking place during the term of the contract, insurance requirements as specified in Exhibit I of the 2019-2021 Intergovernmental Agreement for the Financing of Public Health Services between LPHA and the Oregon Health Authority and incorporated herein by this reference.
- b. Subcontractor(s) that are not units of local government as defined in ORS 190.003, shall indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents (“Indemnitee”) from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys’ fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Subcontractor or any of the officers, agents, employees or subcontractors of the contractor (“Claims”). It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the Subcontractor from and against any and all Claims.

9. Subcontracts. Subcontractor shall include Sections 1 through 7, in substantially the form set forth above, in all permitted subcontracts under this Agreement.

**EXHIBIT I
SUBCONTRACTOR INSURANCE REQUIREMENTS**

General Requirements. LPHA shall require its first tier Subcontractors(s) that are not units of local government as defined in ORS 190.003, if any, to: i) obtain insurance specified under TYPES AND AMOUNTS and meeting the requirements under ADDITIONAL INSURED, "TAIL" COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before the Subcontractors perform under contracts between LPHA and the Subcontractors (the "Subcontracts"), and ii) maintain the insurance in full force throughout the duration of the Subcontracts. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to OHA. LPHA shall not authorize Subcontractors to begin work under the Subcontracts until the insurance is in full force. Thereafter, LPHA shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. LPHA shall incorporate appropriate provisions in the Subcontracts permitting it to enforce Subcontractor compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. Examples of "reasonable steps" include issuing stop work orders (or the equivalent) until the insurance is in full force or terminating the Subcontracts as permitted by the Subcontracts, or pursuing legal action to enforce the insurance requirements. In no event shall LPHA permit a Subcontractor to work under a Subcontract when the LPHA is aware that the Subcontractor is not in compliance with the insurance requirements. As used in this section, a "first tier" Subcontractor is a Subcontractor with whom the LPHA directly enters into a Subcontract. It does not include a subcontractor with whom the Subcontractor enters into a contract.

TYPES AND AMOUNTS.

1. WORKERS COMPENSATION. Insurance in compliance with ORS 656.017, which requires all employers that employ subject workers, as defined in ORS 656.027, to provide workers' compensation coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Employers Liability insurance with coverage limits of not less than \$500,000 must be included.

2. PROFESSIONAL LIABILITY

Required by OHA **Not required by OHA.**

Professional Liability Insurance covering any damages caused by an error, omission or negligent act related to the services to be provided under the Subcontract, with limits not less than the following, as determined by OHA, or such lesser amount as OHA approves in writing:

Per occurrence for all claimants for claims arising out of a single accident or occurrence:

Subcontract not-to-exceed under this Agreement:	Required Insurance Amount:
\$0 - \$1,000,000.	\$1,000,000.
\$1,000,001. - \$2,000,000.	\$2,000,000.
\$2,000,001. - \$3,000,000.	\$3,000,000.
In excess of \$3,000,001.	\$4,000,000.

3. COMMERCIAL GENERAL LIABILITY

Required by OHA **Not required by OHA.**

Commercial General Liability Insurance covering bodily injury, death, and property damage in a form and with coverages that are satisfactory to OHA. This insurance shall include personal injury liability, products and completed operations. Coverage shall be written on an occurrence form basis, with not less than the following amounts as determined by OHA, or such lesser amount as OHA approves in writing:

Bodily Injury, Death and Property Damage:

Per occurrence for all claimants for claims arising out of a single accident or occurrence:

Subcontract not-to-exceed under this Agreement:	Required Insurance Amount:
\$0 - \$1,000,000.	\$1,000,000.
\$1,000,001. - \$2,000,000.	\$2,000,000.
\$2,000,001. - \$3,000,000.	\$3,000,000.
In excess of \$3,000,001.	\$4,000,000.

4. AUTOMOBILE LIABILITY INSURANCE

Required by OHA **Not required by OHA.**

Automobile Liability Insurance covering all owned, non-owned and hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for “Commercial General Liability” and “Automobile Liability”). Automobile Liability Insurance must be in not less than the following amounts as determined by OHA, or such lesser amount as OHA approves in writing:

Bodily Injury, Death and Property Damage:

Per occurrence for all claimants for claims arising out of a single accident or occurrence:

Subcontract not-to-exceed under this Agreement:	Required Insurance Amount:
\$0 - \$1,000,000.	\$1,000,000.
\$1,000,001. - \$2,000,000.	\$2,000,000.
\$2,000,001. - \$3,000,000.	\$3,000,000.
In excess of \$3,000,001.	\$4,000,000.

5. ADDITIONAL INSURED. The Commercial General Liability insurance and Automobile Liability insurance must include the State of Oregon, its officers, employees and agents as Additional Insureds but only with respect to the Subcontractor's activities to be performed under the Subcontract. Coverage must be primary and non-contributory with any other insurance and self-insurance.

- 6. "TAIL" COVERAGE.** If any of the required insurance policies is on a "claims made" basis, such as professional liability insurance, the Subcontractor shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of the Subcontract, for a minimum of 24 months following the later of : (i) the Subcontractor's completion and LPHA's acceptance of all Services required under the Subcontract or, (ii) the expiration of all warranty periods provided under the Subcontract. Notwithstanding the foregoing 24-month requirement, if the Subcontractor elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the 24-month period described above, then the Subcontractor may request and OHA may grant approval of the maximum "tail" coverage period reasonably available in the marketplace. If OHA approval is granted, the Subcontractor shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.
- 7. NOTICE OF CANCELLATION OR CHANGE.** The Subcontractor or its insurer must provide 30 calendar days' written notice to LPHA before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).
- 8. CERTIFICATE(S) OF INSURANCE.** LPHA shall obtain from the Subcontractor a certificate(s) of insurance for all required insurance before the Subcontractor performs under the Subcontract. The certificate(s) or an attached endorsement must specify: i) all entities and individuals who are endorsed on the policy as Additional Insured and ii) for insurance on a "claims made" basis, the extended reporting period applicable to "tail" or continuous "claims made" coverage.

EXHIBIT J

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

PE12: Public Health Emergency Preparedness

Funding Information Table

Federal Award Identification Number (FAIN):	TBD
Federal Award Date:	
Performance Period:	
Federal Awarding Agency:	CDC
CFDA Number:	93.069
CFDA Name:	Public Health Emergency Preparedness Program
Total Federal Award:	
Project Description:	Cities Readiness Initiative
Awarding Official:	
Indirect Cost Rate:	
Research and Development (Y/N):	No

PCA: TBD

INDEX: 50407

Agency/Contractor	DUNS	Amount
Morrow	10741189	\$67,392

PE42-07: MCAH Title V (July-Sept)

Funding Information Table

Federal Award Identification Number (FAIN):	B04MC32566
Federal Award Date:	4/2/2019
Performance Period:	10/1/18-09/30/20
Federal Awarding Agency:	DHHS/HRSA
CFDA Number:	93.994
CFDA Name:	MCH Title V Block Grant
Total Federal Award:	\$4,694,162
Project Description:	Maternal and Child Health Services
Awarding Official:	Carolyn Gleason
Indirect Cost Rate:	10%
Research and Development (Y/N):	No

PCA: 52272

INDEX: 50336

Agency/Contractor	DUNS	Amount
Morrow	10741189	\$4,637

PE42-08: MCAH Title V (Oct-June)

Funding Information Table

Federal Award Identification Number (FAIN):	B04MC32566
Federal Award Date:	4/2/2019
Performance Period:	10/1/18-09/30/20
Federal Awarding Agency:	DHHS/HRSA
CFDA Number:	93.994
CFDA Name:	MCH Title V Block Grant
Total Federal Award:	\$4,694,162
Project Description:	Maternal and Child Health Services
Awarding Official:	Carolyn Gleason
Indirect Cost Rate:	10%
Research and Development (Y/N):	No

PCA: TBD

INDEX: 50336

Agency/Contractor	DUNS	Amount
Morrow	10741189	\$13,910

PE42-09: MCAH Oregon Mothers Care Title V (July-Sept)

Funding Information Table

Federal Award Identification Number (FAIN):	B04MC32566
Federal Award Date:	4/2/2019
Performance Period:	10/1/18-09/30/20
Federal Awarding Agency:	DHHS/HRSA
CFDA Number:	93.994
CFDA Name:	MCH Title V Block Grant
Total Federal Award:	\$4,694,162
Project Description:	Maternal and Child Health Services
Awarding Official:	Carolyn Gleason
Indirect Cost Rate:	10%
Research and Development (Y/N):	No

PCA: 52275

INDEX: 50336

Agency/Contractor	DUNS	Amount
Morrow	10741189	\$773

PE42-10: MCAH Oregon Mothers Care Title V (Oct-June)

Funding Information Table

Federal Award Identification Number (FAIN):	B04MC32566
Federal Award Date:	4/2/2019
Performance Period:	10/1/18-09/30/20
Federal Awarding Agency:	DHHS/HRSA
CFDA Number:	93.994
CFDA Name:	MCH Title V Block Grant
Total Federal Award:	\$4,694,162
Project Description:	Maternal and Child Health Services
Awarding Official:	Carolyn Gleason
Indirect Cost Rate:	10%
Research and Development (Y/N):	No

PCA: TBD

INDEX: 50336

Agency/Contractor	DUNS	Amount
Morrow	10741189	\$2,318

PE46-02: RH Community Participation & Assurance of Access

Funding Information Table

Federal Award Identification Number (FAIN):	TBD
Federal Award Date:	
Performance Period:	
Federal Awarding Agency:	
CFDA Number:	
CFDA Name:	
Total Federal Award:	
Project Description:	
Awarding Official:	
Indirect Cost Rate:	
Research and Development (Y/N):	

PCA: TBD

INDEX: 50333

Agency/Contractor	DUNS	Amount
Morrow	10741189	\$9,353

Roberta Lutcher

From: The Haddocks <witnessree@eoni.com>
Sent: Monday, June 17, 2019 2:32 PM
To: Roberta Lutcher
Subject: Re: Question

STOP and VERIFY - This message came from outside of Morrow County Government.

Good afternoon Roberta,

The approval signature by the Commissioners is required on all subdivision plats by ORS92.100(1)(d). The Timpy/Grigsby replat is deemed to be a subdivision by the definition in ORS92.010(16). Subdivisions under the law are required to meet a higher standard of planning than partitions because they have the capacity to place large burdens on infrastructure and resources. Even though a subdivision in the city may not be dedicating public utilities and streets, inside the city, they will still place a greater use on the county roads and public utility facilities that provide services to that city and the signature by the commissioners indicates that they are aware of the potential new burdens.

Hope this helps.

Have a great week.

Stephen K. Haddock, PLS, CFedS
Morrow County Surveyor
P.O. Box G
Pilot Rock, OR 97868
(541) 443-2922

On 6/17/2019 1:36 PM, Roberta Lutcher wrote:

Hi Stephen,

Anna Timpy stopped by our office this afternoon. She needs the signatures of the Commissioners for her replat of lots in Irrigon. So the Board can understand what they will be signing, can you please provide a response explaining why their signatures are needed. My understanding is it's not County land and doesn't impact a road, so we're rather at a loss about why this step is necessary. I'll watch for your reply so I can let Ms. Timpy know when this will be scheduled for an agenda item.

Thank you,

Roberta Lutcher
Executive Assistant
Morrow County Board of Commissioners
541-676-5613 (5303)

TIMPY/GRIGSBY REPLAT

A REPLAT OF LOTS 3, 4, 5, 6, 7, 8 AND 9, BLOCK 31, TOWN, NOW CITY OF IRRIGON, LOCATED IN THE S.E. 1/4 SEC. 24, TWP. 5 N., RNG. 26 E.W.M.

CLIENT: ANNA TIMPY AND RICHARD GRIGSBY
401 6TH ST.
UMATILLA, OR 97882

SURVEYOR'S NARRATIVE

THIS SURVEY WAS UNDERTAKEN IN OCTOBER 2018 AT THE REQUEST OF ANNA TIMPY AND RICHARD GRIGSBY. THE PURPOSE OF THE SURVEY IS TO REPLAT LOTS 3, 4, 5, 6, 7, 8 AND 9, BLOCK 31, TOWN, NOW CITY OF IRRIGON, THEREBY REVEALING THE ORIGINAL SEVEN LOTS INTO FOUR LOTS. THE PARENT LOTS ARE DESCRIBED IN MORROW COUNTY DEED RECORDS INSTRUMENT NUMBER 2018-41840. REFER TO SURVEYORS CERTIFICATION FOR SAID DESCRIPTION.

THE PLAT OF IRRIGON IS SET UP FROM THE SOUTH AND WEST LINES OF THE SOUTHEAST ONE-QUARTER OF SECTION 24 AS SHOWN ON SAID PLAT AND STATED IN SURVEY NUMBERS 1825-C AND 1547-C.

A 5/8" IRON ROD IN IRON PIPE AND A IRON PIPE WITH NAIL IN THE CENTER WERE LOCATED AND RECOVERED AT THE INTERSECTION OF OREGON STREET AND FIRST STREET AND AT THE INTERSECTION OF WASHINGTON STREET AND FIRST STREET RESPECTIVELY AND AS SHOWN ON SURVEY NUMBERS 1825-C AND 1547-C.

IN 1983 LS 1861 SET THE NORTHWEST AND NORTHEAST CORNERS OF LOT 2 AND THE SOUTHWEST AND SOUTHEAST CORNERS OF LOT 1 BOTH OF BLOCK 31. SEE SURVEY NUMBER A-655-K. THESE FOUR CORNERS WERE FOUND AND RECOVERED.

1/2" IRON RODS, ORIGIN UNKNOWN, WERE FOUND AND RECOVERED AT THE NORTHWEST AND NORTHEAST CORNERS OF LOT 12, BLOCK 31. THESE TWO MONUMENTS WERE HELD AS SUCH.

THE NORTHWEST CORNERS OF LOTS 1, 2, 3 AND 4 OF THIS REPLAT WERE CALCULATED ON LINE BETWEEN THE FOUND AND RECOVERED 5/8" IRON ROD MARKING THE NORTHWEST CORNER OF LOT 2, BLOCK 31 AND THE FOUND AND RECOVERED 1/2" IRON ROD MARKING THE NORTHWEST CORNER OF LOT 12, BLOCK 31.

THE NORTHEAST CORNERS OF LOTS 1, 2, 3 AND 4 OF THIS REPLAT WERE CALCULATED ON LINE BETWEEN THE FOUND AND RECOVERED 5/8" IRON ROD MARKING THE NORTHEAST CORNER OF LOT 2, BLOCK 31 AND THE FOUND AND RECOVERED 1/2" IRON ROD MARKING THE NORTHEAST CORNER OF LOT 12, BLOCK 31.

THIS SURVEY WAS ACCOMPLISHED UTILIZING 2 TRIMBLE R-10 GNSS RECEIVERS, AN AUTONOMOUS POSITION WAS GENERATED ON THE BASE UNIT AND THE RECOVERED MONUMENT AT THE INTERSECTION OF OREGON STREET AND FIRST STREET AND THE MONUMENT AT THE INTERSECTION OF WASHINGTON STREET AND FIRST STREET WERE SUBSEQUENTLY USED FOR A SITE CALIBRATION FOR THE SYSTEM, EACH CORNER WAS THEN LOCATED OR SET ON A 1 SECOND EPOCH WITH A FIXED SOLUTION. THE BASIS OF BEARING FOR THIS SURVEY ARE THESE 2 FOUND MONUMENTS AND IS BASED ON SURVEY NUMBER 1825-C.

OWNER'S DECLARATION

WE ANNA TIMPY AND RICHARD GRIGSBY DO HEREBY ACKNOWLEDGE THAT THIS REPLAT WAS PREPARED WITH OUR KNOWLEDGE AND CONSENT, AND THAT THIS REPLAT IS IN ACCORDANCE WITH O.R.S. CHAPTER 92, AS REVISED, AND THE CITY OF IRRIGON ORDINANCES.

BY: *Anna Timpy*
ANNA TIMPY
BY: *Richard Grigsby*
RICHARD GRIGSBY

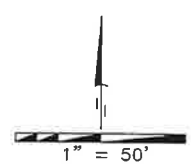
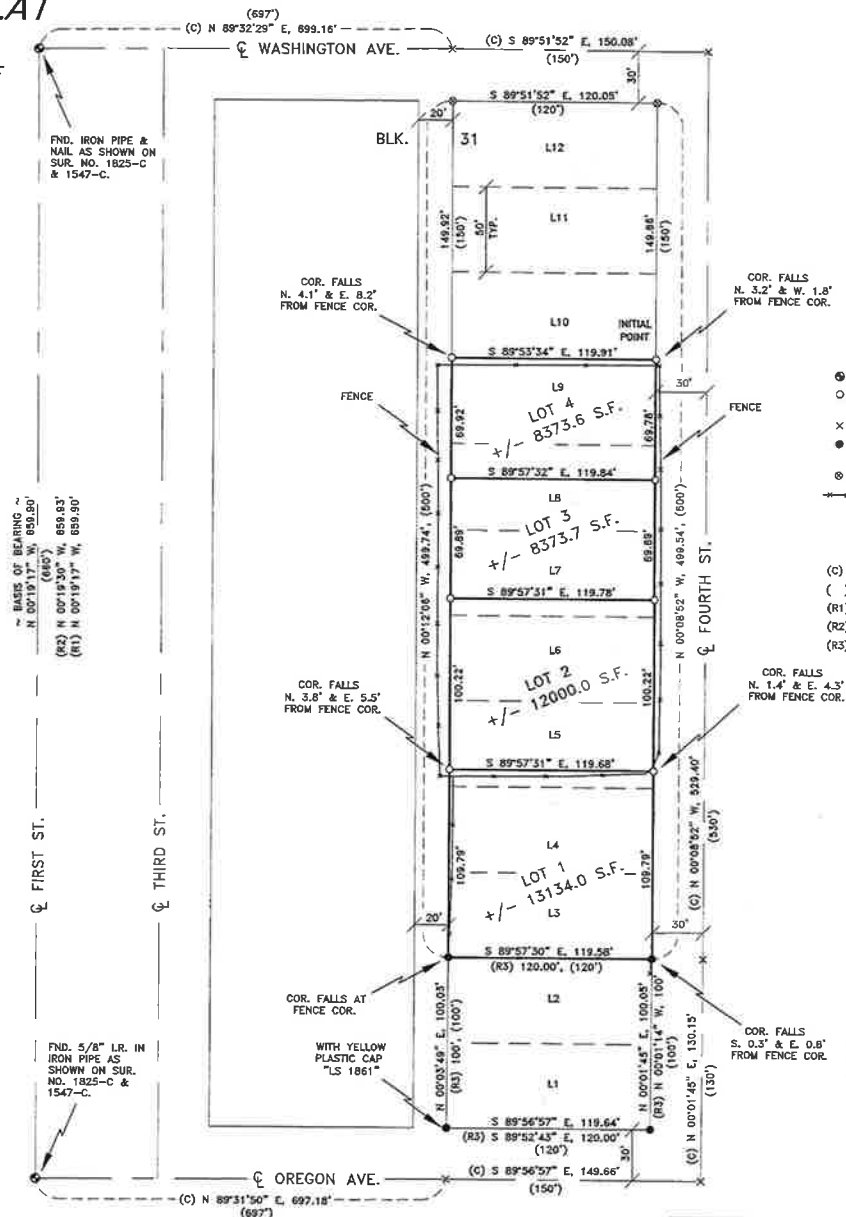
ON THIS 14 DAY OF May 2019 THE ABOVE INDIVIDUALS APPEARED PERSONALLY BEFORE ME AND ARE KNOWN TO ME TO BE THE IDENTICAL INDIVIDUALS WHO EXECUTED THIS PLAT DECLARATION AND ACKNOWLEDGED THAT THEY DID SO FREELY AND VOLUNTARILY BEFORE ME.

Patricia Looman
NAME: NOTARY PUBLIC FOR OREGON
PRINTED NAME: Patricia Looman
COMMISSION NO. 942142
MY COMMISSION EXPIRES 8-23-19

SURVEYOR'S CERTIFICATION

I, KEITH P. PRIMM, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF OREGON HEREBY CERTIFY THAT THIS MAP CORRECTLY REPRESENTS A SURVEY CONDUCTED UNDER MY DIRECT SUPERVISION IN OCTOBER 2018, IN CONFORMANCE WITH THE REQUIREMENTS OF THE SURVEY RECORDING LAW, AS ESTABLISHED BY O.R.S. CHAPTER 92, AND HAVE SET THE PROPER MONUMENTS INCLUDING AT THE INITIAL POINT.

LEGAL DESCRIPTION AS PER INSTRUMENT NUMBER 2018-41840
Lots 3, 4, 5, 6, 7, 8 and 9, Block 31, IRRIGON, in the City of Irrigon, County of Morrow and State of Oregon
INITIAL POINT OF THIS REPLAT BEING THE NORTHEAST CORNER OF LOT 9 BLOCK 31, TOWN, NOW CITY OF IRRIGON.



DEEDS

INST. NO. 2018-41840 TIMPY/GRIGSBY
M-56815 FRIEND
INST. NO. 2016-38134 MAYNARD
M-35845 CRAVEN

LEGEND

- FOUND MONUMENT AS NOTED
- SET 5/8" X 30" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "PLS LS 48490"
- × COMPUTED POINT (NOT SET)
- FOUND 5/8" IRON ROD SEE SUR. NO. A-655-K
- ⊙ FOUND 1/2" IRON ROD (ORIGIN UNKNOWN)
- FENCE AS NOTED

NOTES

- (C) CALCULATED
- () PLAT TOWN OF IRRIGON
- (R1) MCKINNIS PRESTON REPLAT SUR. NO. 1825-C
- (R2) STRATTON MEYER'S REPLAT SUR. NO. 1547-C
- (R3) MING FOR MAYNARD SUR. NO. A-655-K

REGISTERED PROFESSIONAL LAND SURVEYOR
Keith P. Primm
OREGON JULY 12, 2008
KEITH P. PRIMM 48490
EXPIRATION DATE: 12/31/20

DATE: 08 MAY 19

I CERTIFY THAT THIS IS A TRUE AND EXACT COPY OF THE ORIGINAL PLAT AS FILED FOR ANNA TIMPY AND RICHARD GRIGSBY IN MORROW COUNTY, OREGON.
Keith P. Primm
KEITH P. PRIMM

APPROVALS

MORROW COUNTY SURVEYOR:
I DO HEREBY CERTIFY THAT I HAVE EXAMINED THE ACCOMPANYING PLAT, THAT IT COMPLIES WITH ORS CHAPTER 92 AND THEREFORE APPROVE SAID PLAT.

Steph K. Hadlock
MORROW COUNTY SURVEYOR

DATED THIS 17th DAY OF May 2019
WEST EXTENSION IRRIGATION DISTRICT:

THIS IS TO CERTIFY THAT I HAVE REVIEWED THIS PLAT AND IT IS APPROVED FOR FILING AND RECORDING BY MY AUTHORITY.

Brenden Bridgwater
MANAGER

DATED THIS 13th DAY OF June 2019
CITY OF IRRIGON

THIS IS TO CERTIFY THAT I HAVE REVIEWED THIS PLAT AND IT IS APPROVED FOR FILING AND RECORDING BY MY AUTHORITY.

Anna Timpy
MANAGER

DATED THIS 14 DAY OF June 2019
MORROW COUNTY COMMISSIONERS:

WE, THE COUNTY COMMISSIONERS OF MORROW COUNTY, OREGON, DO HEREBY CERTIFY THAT WE HAVE REVIEWED THIS PLAT AND IT IS APPROVED FOR FILING AND RECORDING BY OUR AUTHORITY.

MORROW COUNTY COMMISSIONER
MORROW COUNTY COMMISSIONER
MORROW COUNTY COMMISSIONER

DATED THIS ___ DAY OF ___
MORROW COUNTY ASSESSOR/TAX COLLECTOR:

I, THE ASSESSOR/TAX COLLECTOR OF MORROW COUNTY, OREGON, DO HEREBY CERTIFY THAT I HAVE EXAMINED THE TAX RECORDS RELATIVE TO THE LAND COVERED BY THE ACCOMPANYING PLAT AND THAT ALL MONIES DUE FOR COUNTY TAXES AND ASSESSMENTS THAT COULD CONSTITUTE A LIEN ON SAID LANDS HAVE BEEN PAID, AND I HEREBY APPROVE SAID PLAT.

ASSESSOR/TAX COLLECTOR

DATED THIS ___ DAY OF ___
MORROW COUNTY CLERK:

STATE OF OREGON } SS
COUNTY OF MORROW }

I CERTIFY THAT THE WITHIN INSTRUMENT WAS RECEIVED AND FILED FOR RECORD ON

THE DAY OF ___ AT ___ M. AS FILE

NO. _____

MORROW COUNTY CLERK
DEPUTY

PRIMM LAND SURVEYING, INC.

P.O. BOX 1322, 1340 N.E. 4TH
HERMISTON, OR 97838
BU (541) 564-7887
FAX (541) 567-8020
pls@oregontrail.net

CLIENT: ANNA TIMPY AND RICHARD GRIGSBY

SE 1/4, SEC 24, TWP. 5 N. RNG. 26 E. WM

PROJECT:
A REPLAT OF LOTS 3, 4, 5, 6, 7, 8 AND 9, BLOCK 31, TOWN, NOW CITY OF IRRIGON, LOCATED IN THE S.E. 1/4 SEC. 24, TWP. 5 N., RNG. 26 E.W.M.

JOB #: 1810003
DATE: 12 OCT 18
FB/PG: 39/76-77
SHEET: 1 OF 1
DRAWN: KPP
APPROVED: KPP



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

(For BOC Use)
Item #
4f

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): 5302
Requested Agenda Date: 6/26/2019

Barnett & Moro, P.C. - Audit Engagement Letter

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

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

Reviewed By:
Kate Knop 6/24/19 Department Head Required for all BOC meetings
[Signature] 6/24/19 Admin. Officer/BOC Office Required for all BOC meetings
County Counsel *Required for all legal documents
Finance Office *Required for all contracts; other items as appropriate.
Human Resources *If appropriate

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

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

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

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

Attached is the engagement letter and associated audit contract. This is the first year of a three year contract with Barnett & Moro, P.C.

2. FISCAL IMPACT:

The estimated audit fee for year ending June 30, 2019 is \$35,000. If Morrow County, Oregon is not subject to a single audit, the fee will be decreased by \$1,500.

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

Motion to approved the Barnett & Moro, P.C. audit engagement letter for fiscal year ending June 30, 2019.

Attach additional background documentation as needed.

BARNETT & MORO, P.C.
CERTIFIED PUBLIC ACCOUNTANTS

495 E. Main
Hermiston, OR 97838
(541) 567-5215
(541) 567-0497 Fax

DENNIS L. BARNETT, C.P.A.
KRISTIE L. SHASTEEN, C.P.A.
CAMERON W. ANDERSON, C.P.A.
RICHARD L. STODDARD, C.P.A.
BETSY J. BENNETT, C.P.A.
PAUL A. BARNETT, C.P.A.
REBECCA K. RAMOS BAUTISTA, C.P.A.
MITCHELL L. BOYLAN, C.P.A.
.....
GERALD J. MORO, C.P.A. EMERITUS

June 13, 2019

Darrell Green, County Administrator
and County Commissioners
Morrow County, Oregon
P.O. Box 867
Heppner, OR 97836

We are pleased to confirm our understanding of the services we are to provide Morrow County, Oregon for the years ended June 30, 2019, 2020, and 2021. We will audit the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements, of Morrow County, Oregon as of and for the years ended June 30, 2019, 2020, and 2021. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement Morrow County, Oregon's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to Morrow County, Oregon's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by U.S. generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis.
- 2) Pension Required Supplementary Information.

We have also been engaged to report on supplementary information other than RSI that accompanies Morrow County, Oregon's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and we will provide an opinion on it

in relation to the financial statements as a whole, in a report combined with our auditor's report on the financial statements:

- 1) Schedule of expenditures of federal awards.
- 2) Combining and individual non-major fund financial statements.
- 3) Other Schedules.

Audit Objectives

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. The objective also includes reporting on—

- Internal control over financial reporting and compliance with the provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. We will issue written reports upon completion of our Single Audit. Our reports will be addressed to the County Commissioners of Morrow County, Oregon. We cannot provide assurance that unmodified opinions will be expressed.

Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of Morrow County, Oregon's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of Morrow County, Oregon's major programs. The purpose of these procedures will be to express an opinion on Morrow County, Oregon's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Other Services

We will also assist in preparing the financial statements, schedule of expenditures of federal awards, and related notes of Morrow County, Oregon in conformity with U.S. generally accepted accounting principles and the Uniform Guidance based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements, schedule of expenditures of federal awards, and related notes services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Management Responsibilities

Management is responsible for (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations (including federal statutes) and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance, (3) additional information that we may request for the purpose of the audit, and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements, or abuse that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities relating to the financial statements, schedule of expenditures of federal awards, and related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, schedule of expenditures of federal awards, and related notes and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. If applicable, we will provide copies of our report for you to include with the reporting package you will submit to pass-through entities. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditors' reports or nine months after the end of the audit period, unless a longer period is agreed to in advance by the cognizant or oversight agency for audits.

We will provide copies of our reports to Morrow County, Oregon; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Barnett & Moro, PC and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to State of

Morrow County, Oregon

Page 8

June 13, 2019

Oregon or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Barnett & Moro, PC's personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

It is our policy to keep records related to this engagement for seven years. However, Barnett & Moro, P.C. does not keep any original client records, so we will return those to you at the completion of the services rendered under this engagement. When records are returned to you, it is your responsibility to retain and protect your records for possible future use, including potential examination by any government or regulatory agencies.

Cameron W. Anderson is the engagement shareholder and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our fee is based upon the scope of the services stated in this letter. If the scope of our work changes because of a request from you or from unusual circumstances that arise, a change in our fee will be mutually agreed to before we proceed. Our fee is also based on the fact that your records will be ready for audit by September 30 of each year. If your records are not ready for audit by September 30, an additional fee of \$1,000 will be incurred.

Our fee for your audit for the year ending June 30, 2019 will be \$35,000. Our fee for your audit for the year ending June 30, 2020 will be \$35,700. Our fee for your audit for the year ending June 30, 2021 will be \$36,400. If Morrow County, Oregon is not subject to a single audit, the fee will be decreased by \$1,500.

Either party may cancel this contract by giving written notice prior to March 1 of the year to be audited.

Government Auditing Standards require that we provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our 2017 peer review was provided with our proposal to provide audit services dated May 17, 2019.

We appreciate the opportunity to be of service to Morrow County, Oregon and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Morrow County, Oregon

Page 9

June 13, 2019

Barnett & Moro, P.C.



Cameron W. Anderson

RESPONSE:

This letter correctly sets forth the understanding of Morrow County, Oregon.

Signature: _____

Title: _____

Date: _____

Signature: _____

Title: _____

Date: _____

STANDARD AUDIT CONTRACT

THIS CONTRACT, made this 13th day of June, 2019, in accordance with the requirements of Oregon Revised Statutes 297.405 through 297.555 between Barnett & Moro, P.C. Certified Public Accountants of Hermiston, Oregon, and Morrow County, Oregon provides as follows:


1. It is hereby agreed that Barnett & Moro, P.C. shall conduct an audit of the accounts and fiscal affairs of Morrow County, Oregon for the three, one-year period beginning July 1, 2018, and ending June 30, 2021, in accordance with the Minimum Standards of Audits of Municipal Corporations as prescribed by law. The audits shall be undertaken in order to express an opinion upon the financial statements of Morrow County, Oregon and to determine if Morrow County, Oregon has complied substantially with appropriate legal provisions.
2. Barnett & Moro, P.C. agree that the services they have contracted to perform under this contract shall be rendered by them or under their supervision and that work will be faithfully performed with care and diligence.
3. It is understood and agreed that, should unusual conditions arise or be encountered during the course of the audits whereby the services of Barnett & Moro, P.C. are necessary beyond the extent of the work contemplated, written notification of such unusual conditions shall be delivered to Morrow County, Oregon who shall instruct in writing Barnett & Moro, P.C. concerning such additional services.
4. The audits shall be started as soon after this contract is executed as is agreeable to the parties hereto and shall be completed and a written report thereon delivered within a reasonable time, but not later than six months, after the close of the audit periods covered by this contract. Adequate copies of such reports shall be delivered to Morrow County, Oregon and their form and content shall be in accordance with and not less than that required by the Minimum Standards for Audits of Oregon Municipal Corporations.
5. It is understood and agreed that Morrow County, Oregon is responsible for such financial statements as may be necessary to fully disclose and fairly present the results of operations of the periods under audit and the financial condition at the end of those periods. Should such financial statements not be prepared and presented within a reasonable period of time, it is understood that Barnett & Moro, P.C. shall draft them for Morrow County, Oregon. The cost of preparing such financial statements shall be included in the fee for conducting the audits as set forth in Paragraph 7 below.
6. It is understood and agreed that this contract is for three, one-year period ending June 30, 2021.

7. In consideration of the faithful performance of the conditions, covenants, and undertakings herein set forth, Morrow County, Oregon hereby agrees to pay Barnett & Moro, P.C. a reasonable fee (as discussed in our engagement letter) after completion of each audit. Morrow County, Oregon hereby affirms that proper provision for the payment of such fees has been or will be duly made and that funds for the payment thereof are or will be made legally available.

8. It is understood and agreed that either party may cancel this contract by giving notice in writing to the other party prior to March 1 of the year to be audited.

BARNETT & MORO, P.C.

MORROW COUNTY, OREGON

By 
Cameron W. Anderson, CPA

Date: _____

Total: \$ 140,664.50

FY 2019-20
MANUAL CHECK
JUNE 20, 2019

**MORROW COUNTY
SIGNATURE SHEET**

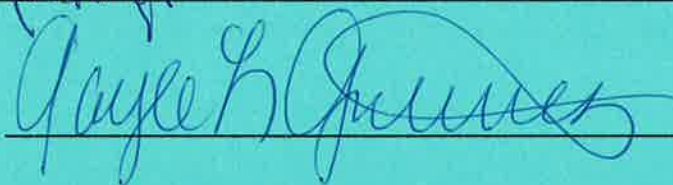
IT IS HEREBY CERTIFIED THAT ON THE 26th DAY OF JUNE, 2019, THE MORROW COUNTY BOARD OF COMMISSIONERS
WAS IN SESSION AND THE FOREGOING BILLS WERE APPROVED FOR PAYMENT ON THE 20th DAY OF JUNE, 2019
BEGINNING WITH CHECK NUMBER _____ AND ENDING WITH CHECK NUMBER _____.

_____ COMMISSIONER

_____ COMMISSIONER

_____ COMMISSIONER

 _____ FINANCE DIRECTOR

 _____ COUNTY TREASURER

_____ COUNTY ADMINISTRATOR

PACKET: 05544 BH JUNE 20 2019 MANUAL CH

VENDOR SET: 01 MORROW COUNTY

SEQUENCE : NUMERIC

DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----			GROSS	P.O. #		
POST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
<hr/>						
01-00512		WHEATLAND INSURANCE CENTER, IN				
<hr/>						
I-100653		2019-20 A&H POLICY/COMPANY FE	420.50			
6/19/2019	APBK	DUE: 7/18/2019 DISC: 7/18/2019		1099: N		
		2019-20 A&H POLICY/COMPANY FEE		101 100-1-70-7200	PREPAID EXPENSE	420.50
<hr/>						
I-201906193811		AIRPORT O&O POLICY 7/1-6/30/1	3,035.00			
6/19/2019	APBK	DUE: 7/18/2019 DISC: 7/18/2019		1099: N		
		AIRPORT O&O POLICY 7/1-6/30/19		101 100-1-70-7200	PREPAID EXPENSE	3,035.00
		=== VENDOR TOTALS ===	3,455.50			
<hr/>						
01-00651		SAIF CORP				
<hr/>						
I-201906193812		2019-20 WORKERS COMP PREMIUM	137,209.00			
6/19/2019	APBK	DUE: 7/18/2019 DISC: 7/18/2019		1099: N		
		2019-20 WORKERS COMP PREMIUM		101 100-1-70-7200	PREPAID EXPENSE	137,209.00
		=== VENDOR TOTALS ===	137,209.00			
		=== PACKET TOTALS ===	140,664.50			

PACKET: 05544 BH JUNE 20 2019 MANUAL CH

VENDOR SET: 01 MORROW COUNTY

SEQUENCE : NUMERIC

DUE TO/FROM ACCOUNTS SUPPRESSED

** T O T A L S **

INVOICE TOTALS	140,664.50
DEBIT MEMO TOTALS	0.00
CREDIT MEMO TOTALS	0.00

BATCH TOTALS	140,664.50
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** G/L ACCOUNT TOTALS **

BANK	YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====		=====GROUP BUDGET=====	
					ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG
2018-2019		101-100-1-70-7200	PREPAID EXPENSE	140,664.50				
		101-100-2-10-1599	AP PENDING DUE TO POOL	140,664.50-*				
		999-100-1-70-7101	AP POOLED	140,664.50 *				
			** 2018-2019 YEAR TOTALS	140,664.50				

6/19/2019 4:34 PM

A/P Regular Open Item Register

PAGE: 3

PACKET: 05544 BH JUNE 20 2019 MANUAL CH

VENDOR SET: 01 MORROW COUNTY

SEQUENCE : NUMERIC

DUE TO/FROM ACCOUNTS SUPPRESSED

** POSTING PERIOD RECAP **

FUND	PERIOD	AMOUNT
101	6/2019	140,664.50

NO ERRORS

NO WARNINGS

** END OF REPORT **

TOTAL ERRORS: 0 TOTAL WARNINGS: 0

PACKET: 05546 BH JUNE 20 2019 MANUAL CHECK

VENDOR SET: 01

VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT	DISC DT	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING

01-00512	WHEATLAND INSURANCE CENTER,									
I 100653		2019-20 A&H POLICY/COMPANY	APBK		R	7/18/2019		420.50	420.50CR	
								420.50		
I 201906193811		AIRPORT O&O POLICY 7/1-6/30	APBK		R	7/18/2019		3,035.00	3,035.00CR	
								3,035.00		
								3,455.50	3,455.50CR	0.00
								3,455.50	0.00	

01-00651	SAIF CORP									
I 201906193812		2019-20 WORKERS COMP PREMIU	APBK		R	7/18/2019		137,209.00	137,209.00CR	
								137,209.00		
								137,209.00	137,209.00CR	0.00
								137,209.00	0.00	

PACKET: 05546 BH JUNE 20 2019 MANUAL CHECK

VENDOR SET: 01

REPORT TOTALS

FUND DISTRIBUTION

FUND NO#	FUND NAME	AMOUNT
101	GENERAL FUND	140,664.50CR
** TOTALS **		140,664.50CR

---- TYPE OF CHECK TOTALS ----

	NUMBER	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING
HAND CHECKS		0.00	0.00	0.00
		0.00	0.00	
DRAFTS		0.00	0.00	0.00
		0.00	0.00	
REG-CHECKS		140,664.50	140,664.50CR	0.00
		140,664.50	0.00	
EFT		0.00	0.00	0.00
		0.00	0.00	
NON-CHECKS		0.00	0.00	0.00
		0.00	0.00	
ALL CHECKS		140,664.50	140,664.50CR	0.00
		140,664.50	0.00	

TOTAL CHECKS TO PRINT: 2

ERRORS: 0 WARNINGS: 0

00651



MORROW COUNTY

Premium estimate for Guaranteed Cost Plan

Period: 07/01/2019 - 07/01/2020

Policy: 12261

Plan: 1

Class	Description	Estimated Payroll	Rate	Estimated Premium
0050	Weed Control Incl Dr	\$28,680	4.07	\$1,167
2702	Tree Thinning And Drivers	\$64	18.84	\$12
5506	Street/Rd Const-Fnl Grad/Pve/Rep/Dr	\$306,721	6.11	\$18,741
5507	Street/Rd Const-Rdbed/Subase-Dr	\$455,879	3.66	\$16,685
5508	Street/Rd Const-Rock Excav-Dr	\$1,556	7.77	\$121
5511	Forest Trail Const/Excl Oper-Dr	\$4,444	5.93	\$264
7024 M	Vessels-Noc-State Act	\$19,337	2.34	\$452
7590	Garbage Work/Reduction Incinerator	\$20,456	2.96	\$606
7720	Police Officers & Dr	\$1,258,684	2.64	\$33,229
7720	Inmates	\$241,098	2.64	\$6,365
7720	County Search And Rescue- Volunteer	\$0	2.64	\$0
8380	City/County-Veh/Equip Repr Shop-Dr	\$146,190	2.49	\$3,640
8411	Vol Dpty Sheriff @ 2400/Qt	\$7,416	1.13	\$84
8742	Field Representatives	\$245,912	.20	\$492
8810	Office Clerical	\$2,041,349	.12	\$2,450
8820	Attorney & Cler/Messenger/Dr	\$295,698	.14	\$414
8832	Physician & Clerical	\$533,376	.27	\$1,440
9015	Buildings-Ops By Owner/Lessee & Drivers	\$312,489	2.87	\$8,968
9016	County Fairs/Dr	\$0	2.07	\$0
9402	Snow Removal-Streets/Roads-Dr	\$33,005	5.00	\$1,650
9403	Garbage/Ash/Refuse Collectn Dr	\$0	4.32	\$0
9410	Municipal/Twn/Cnty/State Emp-Noc	\$213,252	1.44	\$3,071
0124	Reforestation And Drivers	\$0	6.24	\$0
2704	Wildland Fire Fighting & Drivers	\$0	8.46	\$0
5474	Painting-Noc-& Shop/Dr	\$0	6.59	\$0
6217	Excavation-Noc-& Dr	\$0	3.74	\$0
6217	Grading Of Land Noc & Dr	\$0	3.74	\$0
7380	Vol Chauffeurs/Drivers	\$64,931	3.99	\$2,591
7720	Minor Offenders	\$121,689	2.64	\$3,213

Total Payroll \$6,352,226

Manual Premium \$105,654

Part Two Coverage (Increased Limits Factor 1.004) + \$423

Subject Premium \$106,077

Experience Rating Modification x 1.48

Modified Premium \$156,994

Annual Prepay Discount (3.5%) - \$5,495

Standard Premium \$151,499

Premium Discount - \$25,095

PAID
JUN 29 2019

101-100-1-70-7200

REC'D JUN 19 2019

[Signature]



MORROW COUNTY

Premium estimate for Guaranteed Cost Plan

Period: 07/01/2019 - 07/01/2020

Policy: 12261

Plan: 1

Discounted Premium		\$126,404
Terrorism Premium	+	\$318
Catastrophe Premium	+	\$635
DCBS Premium Assessment @ 7.8%	+	<u>\$9,852</u>
Total Premiums and Assessments		\$137,209
Annual Prepay Installment		\$137,209

Premium discount schedule		
First	\$5,000	0.0%
Next	\$10,000	10.5%
Next	\$35,000	16.5%
Over	\$50,000	18.0%

Payroll Reporting Frequency: Annual
 Maritime coverage at limit of \$100,000 with \$0 minimum premium.
 Part Two coverage at limits of \$1,000,000/\$1,000,000/\$1,000,000 with \$120 minimum premium.
 Terrorism premium = total payroll / 100 x .005
 Catastrophe premium = total payroll / 100 x .01
 DCBS Premium Assessment excludes Part Two coverage and federal premium.
 Premium and rating factors will change on your rating effective date to those in effect at that time.
 Your policy premium is based on your current estimated premium and may be prorated for policies issued for less than a full year or adjusted based on actual payroll by classification.

PAIL
 JUN 20 2019

REC'D JUN 19 2019

MORROW COUNTY

Notice of Election for Guaranteed Cost Plan

Period: 07/01/2019 - 07/01/2020

Policy: 12261

Plan: 1

Agency: Wheatland Insurance Center Inc

Producer: Nancy Snider

Premium Estimate:

Modified premium	\$156,994
Annual prepay discount (3.5%)	\$5,495
Standard premium	\$151,499
Premium discount	\$25,095
Total premiums and assessments	\$137,209

Payroll reporting frequency: Annual

Please visit saif.com and choose *Safety and health* for information about safety or choose *Employer Guide* for information about reporting payroll, paying online, filing and managing a claim, and coverage.

I, the undersigned, as a legal representative of the company listed above, do hereby authorize SAIF Corporation to issue the policy and determine workers' compensation premiums according to the plan selection on this form. I have read, understand, and agree to the terms and conditions of this plan as set forth in the proposal.

Authorized signature of insured

Date signed

Please return this page to:

**SAIF CORPORATION
400 High St SE
Salem, OR 97312-1000**

← Address

231

00512

Airport Owners & Operators Liability Policy RENEWAL ORDER

NAMED INSURED

Named Insured
Mailing Address
Airport
Policy Renewal Date
Company

MORROW COUNTY
PO BOX 428, LEXINGTON, OR 97839
9S9 - LEXINGTON AIRPORT Located in LEXINGTON, OR
JULY 01, 2019
CHUBB - ACE PROPERTY & CASUALTY INSURANCE COMPANY

COVERAGE LIMITS

<u>Premises Operations</u>	\$	5,000,000 OCCURRENCE
<u>Products & Completed Operations</u>		5,000,000 AGGREGATE
<u>Malpractice Liability</u>		5,000,000 AGGREGATE
<u>Personal & Advertising Injury Liability</u>		5,000,000 AGGREGATE
<u>Fire Damage Limit Any One Fire</u>		250,000
<u>Medical Expense Any One Person</u>		25,000
<u>Hangarkeepers</u>		5,000,000 ANY ONE OCCURRENCE 5,000,000 ANY ONE AIRCRAFT
<u>Deductibles</u>		NIL EACH AND EVERY LOSS

ENDORSEMENTS

- AAP 204 Amendment of Noise and Pollution and Other Perils Exclusion
- AAP207 Additional Insured – Designated Person or Organization – In favor of any person or organization when y contract or agreement that such be added as an insured on your policy
- AAP211 Extension – Specific Excess Automobile Liability Insurance
- AAP220 Immunity Waiver Endorsement
- AAP227 Extension- Specific Excess Employers Liability Insurance
- AAP228 Cancellation Notification Change
- AAP234 Airport Limited Enhanced Coverage Endorsement
- AAP237 Nuclear Risks Exclusion Clause
- AAP248 Volunteers Endorsement
- AAP256 Date Recognition Exclusion Endorsement
- AAP255 Date Recognition Limited Coverage Endorsement
- AAP270 Amendment to Include Coverage for Certified Acts of Terrorism; Cap on Losses
- AAP273 Pollution Endorsement
- AAP275 Limited Terrorism Coverage
- AAP293 Waiver of Subrogation in favor Schultz's Aviation LLC and Darold Schultz
- AAP277 Silica and Silica-Related Dust Exclusion

PREMIUM

→ Total Annual Premium \$3,035 RENEW FOR THE FIRST YEAR OF THE 3-YEAR POLICY AS QUOTED ABOVE

- THERE HAVE BEEN NO CHANGES TO THE AIRPORT OPERATIONS IN THE LAST YEAR
- or
- THE CHANGES IN THE AIRPORT OPERATIONS IN THE LAST YEAR ARE LISTED BELOW:

PAID
JUN 20 2019

APPROVED BY:

X

<u>SIGNED</u>	<u>PRINTED</u>	<u>TITLE</u>	<u>DATE</u>
---------------	----------------	--------------	-------------

Vendor: Wheatland #101-100-1-70-7200
 Description: Airport O&O Policy 7/1/19 - 6/30/19

REC'D JUN 19 2019

00512

INVOICE



Morrow County Public Entity
PO Box 867
Heppner, OR 97836

Customer	Morrow County Public Entity
Acct #	15630
Date	06/19/2019
Customer Service	Nancy Snider
Page	1 of 1

Payment Information	
Invoice Summary	\$ 420.50
Payment Amount	
Payment for:	Invoice#100653
ORHEPP	

Thank You

Please detach and return with payment

Customer: Morrow County Public Entity

Invoice	Effective	Transaction	Description	Amount
100653	07/01/2019	Renew policy	Policy #ORHEPP 07/01/2019-07/01/2020 The CIMA Companies Inc. Accident/Health - 19-20 A&H Renewal VIS MEMbership Fee - 19-20 A&H Renewal Due Date: 7/1/2019	280.50 140.00
				Total
				\$ 420.50

PAID
JUN 20 2019

Thank You

#101-100-1.70-7200 4

Wheatland Insurance Center Inc
PO Box 755 294 N Main
Heppner, OR 97836

(541)676-9113

wheatland@wici.net

Date

06/19/2019

REC'D JUN 19 2019

PACKET: 05546 BH JUNE 20 2019 MANUAL CHECK

VENDOR SET: 01

**** CHECK LISTING ****

BANK : APBK AP DISBURSEMENT ACCT

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
00512	WHEATLAND INSURANCE CENTER, INC.							
	I-100653	2019-20 A&H POLICY/COMPANY FEE	R	6/20/2019		420.50CR	178883	
	I-201906193811	AIRPORT O&O POLICY 7/1-6/30/19	R	6/20/2019		3,035.00CR	178883	3,455.50
00651	SAIF CORP							
	I-201906193812	2019-20 WORKERS COMP PREMIUM	R	6/20/2019		137,209.00CR	178884	137,209.00

* * T O T A L S * *		NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:		2	0.00	140,664.50	140,664.50
HANDWRITTEN CHECKS:		0	0.00	0.00	0.00
PRE-WRITE CHECKS:		0	0.00	0.00	0.00
DRAFTS:		0	0.00	0.00	0.00
VOID CHECKS:		0	0.00	0.00	0.00
NON CHECKS:		0	0.00	0.00	0.00
CORRECTIONS:		0	0.00	0.00	0.00
REGISTER TOTALS:		2	0.00	140,664.50	140,664.50

TOTAL ERRORS: 0

TOTAL WARNINGS: 0

PACKET: 05546 BH JUNE 20 2019 MANUAL CHECK

VENDOR SET: 01

**** CHECK LISTING ****

BANK : APBK AP DISBURSEMENT ACCT

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
--------	-------------	------	---------------	---------------	----------	--------	--------------	-----------------

** POSTING PERIOD RECAP **

FUND	PERIOD	AMOUNT
101	6/2019	140,664.50CR
ALL		140,664.50CR

PACKET: 05546 BH JUNE 20 2019 MANUAL CHECK

VENDOR SET: 01

FUND : 101 GENERAL FUND

DEPARTMENT: N/A NON-DEPARTMENTAL

BANK: APBK

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-00512	WHEATLAND INSURANCE CEN					
		I-100653	101-100-1-70-7200	PREPAID EXPEN 2019-20 A&H POLICY/COMPANY FEE	178883	420.50
		I-201906193811	101-100-1-70-7200	PREPAID EXPEN AIRPORT O&O POLICY 7/1-6/30/19	178883	3,035.00
01-00651	SAIF CORP					
		I-201906193812	101-100-1-70-7200	PREPAID EXPEN 2019-20 WORKERS COMP PREMIUM	178884	137,209.00
				DEPARTMENT	NON-DEPARTMENTAL	TOTAL:
						140,664.50
				FUND	101 GENERAL FUND	TOTAL:
						140,664.50
						REPORT GRAND TOTAL:
						140,664.50

DEPARTMENT: N/A NON-DEPARTMENTAL

BANK: APBK

BUDGET TO USE: CB-CURRENT BUDGET

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====		=====GROUP BUDGET=====	
				ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG
2018-2019	101-100-1-70-7200	PREPAID EXPENSE	140,664.50				
** 2018-2019 YEAR TOTALS **			140,664.50				

** DEPARTMENT TOTALS **

ACCT	NAME	AMOUNT
101	NON-DEPARTMENTAL	140,664.50
101 TOTAL	GENERAL FUND	140,664.50
** TOTAL **		140,664.50

NO ERRORS

** END OF REPORT **

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

IN THE MATTER OF SUPPORT)
FOR NEW LOCAL WORKFORCE)
DEVELOPMENT AREA FOR)
MORROW AND UMATILLA)
COUNTIES)
RESOLUTION NO. R-2019-16

WHEREAS the Workforce Innovation and Opportunity Act (WIOA) includes the requirement that the Governor designate local workforce development areas to enable receipt of funding under Title I of the WIOA;

WHEREAS WIOA is designed to help job seekers access employment, education, training, and support services to succeed in the labor market and to match employers with the skilled workers they need to compete in the global economy;

WHEREAS in 2015, Local Workforce Boards were re-chartered to align federal and state program areas that would better serve Oregon's residents and businesses, and Morrow County was placed in a Local Workforce Investment Board with Baker, Grant, Harney, Malheur, Umatilla, Union and Wallowa Counties, designated Eastern Oregon Workforce Board ("EOWB");

WHEREAS the purpose of a local area is to serve as a jurisdiction for the administration of workforce development activities using Adult, Dislocated Worker, and Youth funds allocated by the State and to coordinate efforts related to the other core programs at a local community level;

WHEREAS the current configuration is covering more than a third of the entire State of Oregon and a map of the state quickly reflects the fact that most local boards are comprised of two or three counties and with much smaller land areas;

WHEREAS seeking to have a local board that stretches from the Washington border, along the Idaho border, to the Nevada border overlooks the fundamental purpose of local boards which is to reflect the citizenry and the economy of the area they serve and the fact that there are virtually no economic or even social ties between the northern end of the EOWB region and the southern end;

WHEREAS despite active participation in the EOWB, administration and funding has largely ignored the northeast area of the area and instead focused on issues and situations common to the remainder of the area but not present or applicable to Umatilla or Morrow Counties;

WHEREAS Morrow County, like Umatilla County, is experiencing rapid economic growth fueled by data centers and other major enterprises, and although a great deal of wheat production and cattle ranching remain in the area, precision agriculture has expanded dramatically, creating the need for specific workforces in the two county region;

WHEREAS the workforce needs of the region have resulted in the two counties utilizing their own limited funding to address specialized workforce needs and issues, without the assistance of, or funding from the EOWB;

WHEREAS the similar workforce needs of Morrow and Umatilla County have resulted in a regional labor market area with citizens working in one county and living in the other county;

WHEREAS a concerted and joint effort of the two counties in one Local Workforce Development Area, would better serve the workforce needs of the area and direct needed resources in a more effective and efficient method to assist job seekers and meet the skilled workforce required of this region.

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**NOW THEREFORE, THE MORROW COUNTY BOARD OF COMMISSIONERS
RESOLVES THAT:**

1. Morrow County will support and participate in a new Local Workforce Development Board that will cover the areas of Morrow and Umatilla Counties.
2. Morrow County will work in collaboration with Umatilla County to accomplish the new Local Workforce Development Board.
3. Morrow County will file a Workforce Development Area designation request form with the Governor's Office for a Morrow-Umatilla Workforce Development Board.

Dated this 26th day of June 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 1 of 2)

(For BOC Use)
Item #
6a

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

Staff Contact: Darrell Green
Department:
Short Title of Agenda Item: Irrigon Building Update

Phone Number (Ext):
Requested Agenda Date: 06/26/2019

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 update

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

Reviewed By:

Department Head Required for all BOC meetings
Darrell J Green 6/24/2019 Admin. Officer/BOC Office Required for all BOC meetings
County Counsel *Required for all legal documents
Finance Office *Required for all contracts; other items as appropriate.
Human Resources *If appropriate
*Allow 1 week for review (submit to all simultaneously). When each office has notified the submitting department of approval, then submit the request to the BOC for placement on the agenda.

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

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

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

Morrow County met with our Consultant and Owners Rep to discuss and share ideas pertaining to;

- 1) Progressive Design Build (PDB) Agreement
- 2) Contract phases and pricing tools
- 3) PDB General Conditions
- 4) Our procurement process;
 - a) RFQ and RFP
 - b) Project Goals
 - c) Evaluation Criteria of PDB contractors

Overall, it was informative, educational and provided direction to initiate our RFQ, RFP and contract.

2. FISCAL IMPACT:

None

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

None

Attach additional background documentation as needed.

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

IN THE MATTER OF AUTHORIZING) ORDER NO. OR-2019-10
THE COUNTY TREASURER TO)
INVEST FUNDS)

This matter having come before the Morrow County Board of Commissioners this 26th day of June 2019, at a properly organized meeting, a quorum having been present and all notice and procedural requirements having been met, the Morrow County Board of Commissioners does hereby make the following findings and issue the following ORDER:

That the Morrow County Treasurer is a “custodial officer” as defined by ORS 294.004(2);

That the Morrow County Treasurer is authorized to invest funds of this body by virtue of ORS 294.035, 294.125, and other general authorization:

Therefore, it is hereby ordered that the Treasurer of Morrow County is authorized to invest the funds of this body, subject to all statutory guidelines and provisions, for the fiscal year 2019-2020:

It is further ORDERED that this ORDER be spread upon the minutes/journal of this body.

SO ORDERED this 26th day of June 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)

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

Discussion continues with the United States Forest Service (USFS) and Brandon Houck on the Ellis Integrated Vegetation Project concerning how Morrow County can engage in the Environmental Impact Statement (EIS) process. Brandon reached out based on the letter the Board of Commissioner's submitted during the Scoping process where Morrow County requested Cooperating Agency status. We are working on the Memorandum of Understanding (MOU) and want to take this opportunity to share with the Board the status of the discussion and possibly also share the draft MOU.

2. FISCAL IMPACT:

There will be a cost in the form of staff time over the course of this project.

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

No motions at this time.

The MOU when finalized will be back for formal action.

Attach additional background documentation as needed.



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

(For BOC Use)
Item #
6d

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

Staff Contact: Carla McLane
Department: Planning

Phone Number (Ext): 5055
Requested Agenda Date: 06-26-2019

Short Title of Agenda Item: Community Wildfire Protection Plan
(No acronyms please) Adoption Process Discussion

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

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

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

Reviewed By:

Carla McLane 06242019 Department Head Required for all BOC meetings
Admin. Officer/BOC Office Required for all BOC meetings
County Counsel *Required for all legal documents
Finance Office *Required for all contracts; other items as appropriate.
Human Resources *If appropriate

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

AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

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

Work has progressed on the Community Wildfire Protection Plan (CWPP) since last fall. As part of the June Planning Update there was a discussion about how the Board wants to move forward with the adoption process - hold a hearing, adopt during a regular meeting, or some other option. Commissioner Lindsay indicated that she wanted to have a better understanding of the documents contents before making that determination. The adoption mechanism is the Resolution.

As I shared on June 12 the CWPP does come to the Board with a 'do adopt' recommendation from both the Planning Commission and the CWPP Stakeholder Group. The Stakeholder Group is comprised of industry professionals that deal with the issues and risks that are outlined within the CWPP. Those individuals are listed on the Acknowledgments page (page 7).

It is not my intent to discuss the merits or specific contents of the CWPP on June 26, but to focus the discussion on the adoption process.

2. FISCAL IMPACT:

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

Planning staff are seeking direction for the adoption process. That can be provided by consensus.

Attach additional background documentation as needed.

2019 Morrow County Community Wildfire Protection Plan

JUNE 21, 2019

Morrow County Planning Department



**Area 9
Fire Defense Board**



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 - Morrow County Rural Fire Protection Districts
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 - Historic Fire Occurrence
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- Appendix B: Definitions and Acronyms
- Appendix C: Agency Contacts
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SIGNATURE PAGE

The contents of this document have been agreed upon and endorsed by the Morrow County Board of Commissioners, the District Forester of the Central Oregon District for Oregon Department of Forestry, Boardman Rural Fire Protection District, Heppner Rural Fire Department, and Umatilla National Forest, Heppner District. This plan is not legally binding as it does not create or place mandates or requirements on individual jurisdictions. It is intended to serve as a planning tool for the fire and land managers of Morrow County, and to provide a framework for those local agencies associated with wildfire suppression and protection services to assess the risks and hazards associated within Wildland Urban Interface (WUI) areas and to identify mitigation strategies for reducing those risks. This is a working document to be reviewed by members of the CWPP Stakeholders Group and updated as necessary.

MORROW COUNTY BOARD OF COMMISSIONERS

 Jim Doherty, Chair

Date

 Melissa Lindsay, Commissioner

Date

 Don Russell, Commissioner

Date

MORROW COUNTY FIRE DEFENSE BOARD CHIEF

 Scott Goff, Area 9 Fire Defense Board, Chief

Date

OREGON DEPARTMENT OF FORESTRY

 Rob Pentzer, District Forester, Central Oregon District

Date

UNITED STATES FOREST SERVICE

 Brandon Houck, Heppner District Ranger

Date

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ACKNOWLEDGMENTS

This Community Wildfire Protection Plan represents the efforts and cooperation of a number of organizations and agencies working together to improve preparedness for wildfire events while reducing risk factors. Morrow County would like to thank our partners listed below for their work and commitment on the 2019 Morrow County Community Wildfire Protection Plan.

2018-2019 MCCWPP STAKEHOLDER GROUP:

Braden Britt	Oregon Department of Forestry
Bill Schlaich	U.S. Forest Service
Brian Kollman	Columbia Basin Electric Co-Op
Daniel Cleveland	Oregon Military Department
Doug Baxter	U.S. Forest Service
Janet Greenup	Natural Resources Conservation Service
Joseph Winkler	Oregon Military Department Fire Service
John Bowles	Morrow County Sheriff's Office
Marc Rogelstad	Boardman Rural Fire Protection District
Marty Broadbent	Boardman Rural Fire Protection District
Matt Scrivner	Morrow County Public Works Department
Mike Gorman	Morrow County Assessor's Office
Roy Swafford	Oregon Military Department
Scott Goff	Area 9 Fire Defense Board
Sean Merrill	U.S. Navy, NAS Whidbey Island
Stan Hutchison	Oregon Military Department
Steve Rhea	Heppner Fire Department
Terry Harper	Morrow County Sheriff's Department
Tom Wolff	Columbia Basin Electric Co-Op

SUPPORT STAFF

Carla McLane	Morrow County Planning Department
Stephen Wresecs	Morrow County Planning Department

This plan is available online at: www.co.morrow.or.us/planning/community-wildfire-protection-plan

FOR A PHYSICAL COPY CONTACT:

Morrow County Planning Department
 205 Third Street NE
 P.O. Box 40
 Irrigon, OR 97844
 541.922.4624
www.co.morrow.or.us/planning

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EXECUTIVE SUMMARY

Recent fires in Oregon and across the western United States have increased public awareness over the potential losses to life, property, and natural and cultural resources that fire can pose. The 2019 update to the Morrow County Community Wildfire Protection Plan (MCCWPP) is the result of a countywide effort initiated to reduce wildland fire risk to communities and their citizens, the environment, and quality of life within Morrow County. Citizens, fire districts, county staff or elected officials, and agency representatives have worked together to create a plan that would be successful in implementing fuels reduction projects, fire prevention education campaigns, and other fire-related programs. The planning process was designed to meet the guidance in the National Fire Plan and the Healthy Forest Restoration Act of 2003 (HR-1904). A Stakeholder Group with representatives from the various agencies and local jurisdictions responsible for wildfire suppression and protection worked together to guide the planning process. Numerous meetings were held throughout the development of the Plan to gain input from representative interest groups. Goals for the update process were:

- Identify and evaluate wildfire hazards utilizing risk data collected from the Oregon Advanced Wildfire Risk Explorer with an emphasis as identified by MCCWPP Stakeholder Group members on Communities at Risk.
- Improve wildfire response capability of fire districts and better prepare Morrow County residents to survive and save their property during a wildfire situation.
- Ensure that the county and their respective fire districts and communities are eligible for funding assistance to reduce wildfire hazards and to prepare residents for wildfire situations (National Fire Plan, Healthy Forest Restoration Act, FEMA and other sources).
- Develop recommended strategies for private, state, and federal lands to reduce hazardous fuel situations and reduce the risk for damage to lives and property from wildfires.

This Plan describes the various agencies and local jurisdictions responsible for wildfire protection in Morrow County and explains the pertinent programs and laws associated with wildfire issues. This plan provides an overall assessment of the wildfire risk in Morrow County, and considers and rates: ignition risk, wildfire hazards, values protected, protection capability, and structural vulnerability. A Wildland Urban Interface boundary is established and includes portions of National Forest and private lands. This Plan offers Action Items designed to reduce the wildfire risk for Morrow County as a whole, as well as specific zones and communities.

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MISSION, GOALS, AND OBJECTIVES

MISSION

Developed by the MCCWPP Stakeholder Group comprised of rural fire protection districts, local government, state and federal agencies, and community-based organizations, the Plan's mission is to **reduce the risk from wildland fire to life, property and natural resources in the County.**

GOALS

To Achieve this mission the following Goals have been identified:

- County-wide fuels reduction initiative.
- Education and community outreach focused on wildfire reduction.
- Improved development standards targeted at reducing community wildfire risk.
- Increase federal and state agency involvement in local wildfire mitigation efforts.

The following provides an introduction and explanation of these Goals.

FUELS REDUCTION

In a forest setting thinning for fuels reduction can have the added benefit, if stocking levels are lowered enough, of increasing tree diameter growth and enhancing tree vigor. From the stand perspective, this will reduce the time to the next thinning and maintain healthier trees by increasing resistance to pests, such as bark beetles. To meet both fire risk and forest health objectives, stands need to be thinned wide enough to take advantage of the site's resources: water, nutrients, and sunlight. Spacing depends on factors such as site quality, species, and tree size (diameter). On poorer sites, trees will be spaced a bit wider, and species such as Ponderosa and Lodgepole pine should be spaced wider than other species. Larger trees need more space than smaller trees. Forests are dynamic and continually growing in diameter, height, and crown width. Fuels reduction activities that include thinning are beneficial, but thinning without consideration for forest health doesn't provide the benefits of pest resistance or good individual tree growth. Also, without future maintenance, the fire risk reduction benefits decline over time. For more information about proper tree spacing for your stand, contact the Extension Forester for NE Oregon at (541) 602-4689.

Although reducing risk of high intensity wildfire is the primary motivation behind this plan, managing the forests and wildlands for hazardous fuels reduction and fire resilience is only a part of the larger picture. Residents and visitors desire healthy, fire-resilient forests and wildlands that provide habitat for wildlife, recreational opportunities, and scenic beauty. By establishing a more fire adapted community through work on private property and a more fire resilient landscape, fire response will be better integrated and successful.

Fuels reduction should also be considered around homes, in the forest, throughout the rolling plains, and in the communities of Morrow County. Wildfire can spread quickly with fire breaks providing an opportunity to slow the fire and protect dwellings and other structures on the landscape. Defensible space takes many forms and can assist firefighters in their efforts to protect landowner investments.

EDUCATION AND COMMUNITY OUTREACH

Education and community outreach are areas of primary focus when putting together and implementing a community plan. The community can be the best source of information and every attempt is made to encourage their involvement. It is important that the community view the plan as valuable to public safety and as a resource to mitigating hazards from the risk of wildfire. In Appendix D of this MCCWPP, Morrow County citizens can find information about the Firewise Initiative that can inform them on how to protect themselves and their property from the risk of wildfire. This program guides citizens through creating defensible space around homes by eliminating ladder fuels, planting fire-resistant vegetation, and removing other hazardous material around the home site. By practicing the techniques offered by Firewise, citizens can increase the survivability of their home in the event of a wildfire. The best protection is prevention, especially when the trend is to build homes farther from urban services.

A number of potential Education and Community Outreach ideas and strategies were brainstormed throughout the development of this MCCWPP, many of which have had Action Items developed. Others will continue to be developed at the annual meetings of the Stakeholder Group for future implementation. As work continues to build the necessary coalitions to ensure success, more opportunity for Education and Community Outreach will present themselves.

IMPROVED DEVELOPMENT STANDARDS

Oregon has a statewide land use system that advocates for protection of farm and forest lands while also requiring that local governments plan for natural hazards and implement reasonable regulation to protect the health, safety and welfare of Oregon's citizens. As Morrow County has prepared the Natural Hazards Mitigation Plan (NHMP) and this MCCWPP, discussion of development standards for dwellings and other structures, mostly in the Forest Use Zone, have been taking place. As an Action Item in the NHMP and a Goal in this MCCWPP there is more focus on improving current development standards. While no determinations have been made there is a recognition that access standards for driveways need to be implemented to assure that response vehicles can get into and through communities and to residential structures; that a clear water source for firefighting needs to be identified and maintained; that clear defensible space needs to be created and kept in place for the life of the structure; and that other fire protection measures need to be considered. Changes to the Morrow County Zoning Ordinance that would implement these types of regulations would be subject to public hearings and notice to affected property owners.

AGENCY INVOLVEMENT AND ENGAGEMENT

Development of the Morrow County Community Wildfire Protection Plan has been no small task. Building a partnership and cooperative environment between "community based" organizations, fire districts, local government and the public land management agencies has been the first step in identifying and prioritizing measures to reduce wildfire risk. Maintaining this cooperation is a long-term effort that requires commitment of all partners involved.

Morrow County is committed to supporting the rural fire districts and communities in their fire protection efforts, both short and long-term. The County will continue to provide support in maintaining countywide risk assessment information and emergency management coordination. The MCCWPP Stakeholder Group will work on implementing the wildfire plan by working with fire districts, community organizations and public agencies to coordinate fuels reduction projects with existing dollars through the National Cohesive Wildland Fire Management Strategy. The MCCWPP

will focus on public meetings and an education campaign to strengthen emergency management and evacuation procedures. MCCWPP Stakeholders and partners will also focus on refining long-term strategies to maintain fire protection activities in the County.

This current MCCWPP would not have happened without the involvement of many different local, state and federal agencies. But continuing efforts are needed to bring more agencies and community groups to the table as the Action Items identified are implemented throughout Morrow County. Partnerships need to be maintained and new ones forged with a focus on wildfire prevention and reduction. Current work with the United States Forest Service and the Oregon Department of Forestry needs to grow to include involvement from the United States Army Corps of Engineers, the United States Fish and Wildlife Service and the Oregon Department of Fish and Wildlife. Annual meetings of the MCCWPP Stakeholder Group will take place each Spring with continued work to increase agency involvement.

OBJECTIVES

To address the complex range of issues within the **MCCWPP**, it became clear early in the planning process that broader and diverse participation was needed for success. Through MCCWPP Stakeholder Group meetings with invitations to organizations and stakeholders in the county, objectives were formed to identify and implement Action Items to support the Plan’s Mission and Goals. Supporting Objectives are described below.

Goal	Objective
Fuels Reduction	<ul style="list-style-type: none"> <input type="checkbox"/> Pursue NRCS fuels reduction programs and grants. <input type="checkbox"/> Fuels reductions around Penland Lake. <input type="checkbox"/> Vegetation maintenance around ingress and egress corridors around Blakes Ranch, Cutsforth Park and Penland Lake. <input type="checkbox"/> Plowed/Mowed firebreaks around communities at risk, i.e., Heppner High School, and Hardman. <input type="checkbox"/> Develop CRP conversion strategies. <input type="checkbox"/> Develop controlled burn schedules around germination periods.
Education and Community Outreach	<ul style="list-style-type: none"> <input type="checkbox"/> Land owner education surrounding available programs and grants. <input type="checkbox"/> Reactivation of the Small Woodlands Association in Eastern Oregon. <input type="checkbox"/> Development of Firewise Communities. <input type="checkbox"/> Encourage Landowner cooperation. <input type="checkbox"/> Free yard waste disposal day, and rent chipper for forest communities for the day.
Improved Development Standards	<ul style="list-style-type: none"> <input type="checkbox"/> Improved Siting Standards in Morrow County Development Code for cabins in Forest Use Zone i.e., ingress and egress accessibility, defensible space around structures, fire resistant building materials, fire resistant landscaping, code enforcement for non-compliance. <input type="checkbox"/> Provide special need citizens with an opportunity to participate in programs
Agency Involvement and Engagement	<ul style="list-style-type: none"> <input type="checkbox"/> Work with federal agencies to identify shortcomings in fuels reduction programs. <input type="checkbox"/> Engage north-end federal and state landowners and managers in wildfire mitigation strategies. <input type="checkbox"/> Identify and engage community and landowner-based organizations working towards wildfire mitigation strategies.

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WHY A CWPP?

On a normal summer day in Morrow County you can find many residents checking the skies for a building thunderhead or a plume of smoke. Wildland fire has impacted the county since long before the first settler moved into the area. This MCCWPP is designed to help inform agencies responsible for fire suppression in Morrow County of who to contact for assistance, and what capability they have to respond. The MCCWPP is also a guidance document that provides communities and local agencies with an opportunity to influence where and how federal agencies implement fuel reduction projects on federal lands, and how additional federal funds may be distributed for projects on non-federal lands. The MCCWPP helps inform community leaders of what can be done to lower the risk and impact of wildfire to homes, businesses, essential infrastructure, and other community values at risk in Morrow County.

While the MCCWPP provides a foundation and resources for understanding wildland fire risk and opportunities to reduce potential losses from wildland fire, individual communities, fire districts and neighborhoods can take local action by developing community-specific fire plans or by participating in countywide activities for prevention and protection.

Originally completed in March 2006 and updated in 2014, this 2019 update to Morrow County's CWPP outlines updated Goals, Objectives, and Action Items for fuels reduction treatments in the unincorporated and/or unprotected wildland interface areas. This 2019 update will also take the plan from being a hard copy only plan to a digital plan that will incorporate interactive maps allowing for improved readability.

OREGON FORESTLAND-URBAN INTERFACE FIRE PROTECTION ACT

The Oregon Forestland-Urban Interface Fire Protection Act of 1997, often referred to as SB360, was intended to facilitate development of an effective Wildland Urban Interface (WUI) protection system in Oregon by 1) establishing policies regarding WUI protection, 2) defining the WUI in Oregon and establishing a process and system for classifying the interface, 3) establishing standards for WUI property owners so they can manage or minimize fire hazards and risks, and 4) providing the means for establishing adequate, integrated fire protection systems in WUI areas, including information and prevention efforts.

HEALTHY FOREST INITIATIVE (HFI)/HEALTHY FOREST RESTORATION ACT (HFRA)

In 2002 then President Bush announced the Healthy Forest Initiative (HFI) designed to identify and remove barriers to the implementation of projects that were developed to restore the health of the national forests. The HFI was focused on renewed efforts to be more effective and efficient in carrying out restoration projects. Under HFI, new categorical exclusions were developed to allow federal agencies to move more quickly through the National Environmental Policy Act (NEPA) processes under appropriate circumstances, streamlined administrative review processes for NEPA, and created new regulations under the Endangered Species Act for National Fire Plan projects to streamline consultation with federal regulatory agencies. It also set the stage for extensive discussion between the administration and Congress that resulted in new legislation addressing forest health.

Congress enacted the Healthy Forest Restoration Act (HFRA) in November 2003. It provided new tools and additional authorities to treat more federally-managed acres more quickly to expedite restoration goals. It strengthened public participation and provided incentives for local communities to develop community protection plans. It limited the complexity of environmental analyses for

hazard reduction projects, provided a more effective appeals process, and instructed the Courts that are being asked to halt projects to balance the short-term effects of implementing the projects against the harm from undue delay and long-term benefits of a restored forest.

NATIONAL COHESIVE WILDLAND FIRE MANAGEMENT STRATEGY

Forests and Rangelands is an active, cooperative effort between the United States Department of the Interior (DOI), the United States Department of Agriculture (USDA), and their land management agencies. Forests and Rangelands provides fire, fuels, and land management information for government officials, land and wildland fire management professionals, businesses, communities, and interested organizations and individuals.

In the past 20 years, American wildfires have grown bigger and more extreme. The Federal Land Assistance, Management and Enhancement (FLAME) Act of 2009 directed the Departments of Agriculture and the Interior to develop a cohesive wildland fire management strategy (Cohesive Strategy). The Cohesive Strategy takes a holistic view of fire on the landscape. Federal and State land and fire managers, Tribes, NGOs, and other stakeholders worked as partners to develop the strategy. The strategy is a framework to coordinate multiple agency and homeowner efforts toward three goals: Restore and maintain landscapes; create fire-adapted communities; and improve fire response.

The National Strategy identifies opportunities to address four major challenges:

- Vegetation and Fuels Management - Prioritize fuel treatments for maximum beneficial effects, manage wildfire for resource objectives, and maintain fire-adapted ecosystems.
- Homes, Communities, and Values at Risk – Increase firefighter and public safety. Reduce damage to property and values at-risk through community and homeowner involvement in proactive wildfire risk reduction actions, e.g. Community Wildfire Protection Plans (CWPPs).
- Human-caused Ignitions - Emphasize programs targeting human behaviors that lead to wildfires, and tailor programs to meet local needs.
- Effective and Efficient Wildfire Response - Enhance wildfire response effectiveness and preparedness for public and firefighter safety.

There is no one-size-fits-all solution to reducing wildfire risk. Solutions must be tailored to landscapes and communities. The strategy offers a broad-based, collaborative response to local wildfire issues, based on a wealth of scientific information. Implementation will take place locally, through programs and projects to reduce wildfire risk across boundaries, building cooperation and coordination between agencies and stakeholders.

GOAL 7 NATURAL HAZARDS

The intent of Oregon Statewide Land Use Planning Goal 7 Natural Hazards is to protect people and property by directing local governments to adopt comprehensive plan policies and implementing measures to reduce risk. Goal 7 also indicates that new hazard inventory information provided by federal and state agencies shall be reviewed by the Oregon Department of Land Conservation and Development (DLC) in consultation with affected state and local government representatives. Morrow County updated its Goal 7 Natural Hazards in early 2016 using the 2016 Natural Hazard Mitigation Plan as the basis for the adopted Goals and Policies now in place. The Natural Hazards Element of the Comprehensive Plan can be found on the Morrow County Planning Department webpage here: <https://www.co.morrow.or.us/planning/page/comprehensive-plan>.

PLANNING PROCESS

As the five-year life-cycle of the MCCWPP was nearing its end, and after the conclusion of the successful table top exercise in May 2018, discussion turned to the need to initiate an update to ensure that there was an operative CWPP in place to limit the risk of wildfire in Morrow County. The Morrow County Planning Department began the CWPP update process in June 2018 with the objective of that first meeting to identify any gaps in Stakeholder representation with Rural Fire Protection Districts, the United States Forest Service (USFS), Bureau of Land Management (BLM), Natural Resources Conservation Service (NRCS), and Oregon Department of Fish and Wildlife (ODFW) being invited to the table. The process resulted in robust participation from invited agencies with most agencies appointing at least one representative to the MCCWPP Stakeholder Group. Members of the MCCWPP Stakeholder Group are identified on the Acknowledgements page of this document.

The MCCWPP Stakeholder Group was responsible for providing guidance to all elements of planning and implementation of the MCCWPP update. The Stakeholder Group attempted to complete the update process within six meetings over an approximately six-month period with a seventh meeting planned for final adoption by the Morrow County Board of Commissioners. Planning staff created a Scope of Work, summarized here, outlining the necessary steps for the update process.

CONVENE DECISIONMAKERS

The Stakeholders Group had representation from local governments, local fire authorities, as well as State and Federal Agencies responsible for forest management in Morrow County. Specific activities included:

- Identify community and agency representatives:** This was identified as a time to review and update the existing MCCWPP Stakeholder Group contact list for accuracy and to confirm each agency and individual's willingness to continue participation in the MCCWPP update process.
- Identify communities and neighborhoods:** Stakeholders identified communities, neighborhoods, and industries within Fire District boundaries to inform Stakeholder participants and future work around communities at risk.
- Establish rolls and responsibilities:** Stakeholders were responsible for the development of the MCCWPP and mutually agreed on the plan's final contents. As the update process evolved, individual agency responsibilities were identified and captured.
- Develop a timeline for Stakeholder Meetings/Public Outreach:** The timeline for the MCCWPP development process focused work between October 2018 and April 2019, with a total of 6 meetings scheduled. As the process came to an end winter weather caused the cancellation of a meeting, adding a final meeting to consider the Final Draft MCCWPP in May. This resulted in the final MCCWPP being adopted in June 2019.
- Review/modify community fire plan outline:** Stakeholders continuously reviewed and modified the proposed MCCWPP development outline as the update process continued.
- Engage Interested Parties:** The Stakeholders Group remained involved in the MCCWPP development process and identified other parties that could be engaged, at this point or with future projects.
- Web Presence:** Planning Staff developed and maintained web assets for the MCCWPP process on the County Website.

ESTABLISH COMMUNITY BASE MAP

This work task required the Stakeholders to establish a baseline map of the community that defines the community's Wildland Urban Interface (WUI) and displays populated areas at risk, forested areas that obtain critical human infrastructure, and forest areas that are at risk for large-scale fires. Specific activities included:

- Review Previous Base Map:** The current base map was reviewed to identify and update boundaries.

- Create New Base Map:** Planning Staff working with Stakeholders created a base map that identifies critical infrastructure that also aggregates information into a GIS derived MCCWPP Community Base Map.
- Base Map Review:** The final Base Maps included:
 - Identified inhabited areas at potential risk to wildland fire.
 - Areas containing critical human infrastructure, e.g., escape routes, municipal water supply structures, and major power lines or communication facilities.
 - Community WUI zones.
 - Forested Areas.
 - Critical watersheds.
- Base Map Approval:** The final Base Map was approved by the Stakeholder Group.

DEVELOP COMMUNITY RISK ASSESSMENT

The Stakeholder Group developed a community risk assessment that considers fuel hazards; risk of wildfire occurrence; home, businesses, and essential infrastructure at risk; other community values at risk; and local preparedness capability. These factors were incorporated into Base Map as needed and appropriate. It was determined that this task would be best accomplished by utilizing the Advanced Oregon Wildfire Risk Explorer map tool, which serves professional planners to inform updates to Community Wildfire Protection Plans (CWPP) and Natural Hazard Mitigation Plans (NHMP). It has extensive data resources, detailed summaries, and full wildfire risk inventory report and was developed through a partnership between the Oregon Department of Forestry and Oregon State University Institute for Natural Resources. This Risk Assessment was used to develop a rating system for the county ranging from low to extreme as to educate local residents of their individual risk. It should be noted that this is a risk assessment and not a probability indicator and that homes in areas of “low risk” are still at risk of wildfire. Specific activities included:

- Identify Fuel Hazards:** To the extent practicable, the Stakeholders Group evaluated and identified vegetative fuels on federal and nonfederal land within or near communities at risk.
- Identify Risk of Wildfire Occurrence:** Using historical data and local knowledge the Stakeholders Group determined common causes and relative frequency of wildfires in the vicinity of the identified communities at risk.
- Identify Homes, Businesses, and Essential Infrastructure at Risk:** The Stakeholders Group assessed the vulnerability of communities within the County to ignition from firebrands, radiation, and convection. This assessment is used to identify specific improvements within or adjacent to the communities at risk that would be used to protect homes, businesses, and essential infrastructure. The types of essential infrastructure considered includes:
 - Escape Routes
 - Municipal Water Supply Structures
 - Major Power Lines and Communication Facilities
 - Fire Facilities
 - Medical Facilities
- Identify Other Community Values at Risk:** These areas of concern may be, but are not limited to, critical wildlife habitat, significant recreation and scenic areas, and landscapes of historical, economic, or cultural value. This task resulted in an update to a mapping project from the 2006 Pre-Disaster Mitigation Plan.
- Local Preparedness and Firefighting Capability:** The Stakeholder Group also assessed the level of local emergency preparedness including evacuation planning, safety zones, mutual aid agreements, as well as the response capability of community and cooperator fire protection forces.

ESTABLISH COMMUNITY HAZARD REDUCTION PRIORITIES AND RECOMMENDATIONS TO REDUCE STRUCTURAL IGNITABILITY

The Stakeholders Group used the Base Map and community risk assessment to facilitate a discussion that led to the identification of local priorities for fuel treatment, reducing structural ignitability, and other issues of interest, such as improving fire response capability.

- Identify Reduction Priorities:** The Stakeholders Group used the analysis from above to identify hazard reduction priorities throughout the community.
- Mitigation Strategies:** The Stakeholders Group discussed and identified mitigation strategies for those communities and community values at risk previously identified.

DEVELOP AN ACTION ITEMS AND AN ASSESSMENT STRATEGY

The Stakeholders Group developed a detailed implementation strategy and a monitoring plan as part of the MCCWPP to ensure long-term success.

- Develop Action Items:** The Stakeholders Group developed action items for mitigation strategies identified previously.
- Develop Assessment Strategy:** The Stakeholders Group identified a system to track progress and identify areas of the MCCWPP that work or don't work. This system will help to determine future needs heading into the next MCCWPP update.

FINALIZE THE COMMUNITY WILDFIRE PROTECTION PLAN

The Stakeholders Group finalized the MCCWPP and communicated the results to the community through the Planning Department, the Morrow County Planning Commission, the Stakeholders and ultimately through the Morrow County Board of Commissioners when adopted.

- Draft Distribution:** Planning Staff distributed draft versions to the Stakeholders Group, cooperating agencies and the Planning Commission either directly.
- Draft Review:** Planning Staff created opportunities for public review and a deadline for comment on the draft by Stakeholders, cooperating agencies and the public.
- Public Meetings:** Planning Staff provided multiple drafts of the MCCWPP to the Stakeholders Group and twice to the Morrow County Planning Commission. Prior to the Morrow County Board of Commissioners public meeting the draft was made available for the public to review the Plan. The purpose of this opportunity is to inform the public of updates and changes from the previous MCCWPP. The public should be made aware that:
 - Distribution of mitigation efforts are not dependent upon property value.
 - Adjacent mitigation efforts increase the effectiveness of fuels mitigation project.
 - Neighborhood participation and willingness to engage in mitigation efforts are key to success.
 - Permission is needed to work on impacted properties.
- Final MCCWPP Adoption:** Review by the Morrow County Planning Commission was accomplished in both April and May 2019. Adoption by Resolution by the Morrow County Board of Commissioners was accomplished in June 2019. The Stakeholders Group also encouraged Natural Hazards Mitigation Plan participating cities to also adopt the MCCWPP by Resolution.

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COUNTY PROFILE

Based on the 2018 Oregon Bluebook, there are 11,745 people residing in Morrow County accounting for approximately 4,606 households. This rich agricultural land can be roughly divided into three occupational zones-increasing amounts of irrigation farming in the north, vast fields of wheat yielding to cattle ranches in the center, and timber products in the south. The total area of Morrow County is approximately 2,049 square miles, a little more than 1.3 million acres of gently rolling plains and broad plateaus, of which about 130,454 acres is privately owned forestland and about 225,333 acres is managed by federal, state, and county agencies for the public good.

Management	Acres (Approximately)
Private Lands (Residential, Ranches, Timber Companies, etc.)	1,085,129
US Department of Interior, Bureau of Land Management	3,893
US Department of Interior, Fish & Wildlife Service	4,332
Naval Weapons Systems Training Facility Boardman	41,277
US Department of Agriculture, Forest Service, Umatilla NF	144,679
Morrow County	6,410
State of Oregon, Division of State Lands & Dept of Fish & Wildlife	2,182
US Army Corps of Engineers	22,560
Total	1,310,462

For a more in-depth County Profile, please see Section 2 of the Morrow County Natural Hazards Mitigation Plan (NHMP) found here: <https://www.co.morrow.or.us/planning/page/natural-hazards-mitigation-plan>

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WILDLAND FIRE RISK ASSESSMENT

The Morrow County Community Wildfire Protection Plan wildland fire risk assessment analyzes the potential losses to life, property and natural resources. Objectives of the risk assessment are to identify Communities At-Risk and the Wildland-Urban Interface, develop and conduct a wildland fire risk assessment, and identify and prioritize Action Items. The Risk Assessment utilizes data derived from the Advanced Oregon Wildfire Risk Explorer as well as local knowledge. The analysis takes into consideration a combination of factors defined below:

Risk: Potential and frequency for wildland fire ignitions (based on past occurrences)

Hazard: Conditions that may contribute to wildland fire (fuels, slope, aspect, elevation, and weather)

Values: People, property, community infrastructure, natural and other resources that could suffer losses in a wildfire event.

Protection Capability: Ability to mitigate losses, prepare for, respond to, and suppress wildland and structural fires.

Structural Vulnerability: Characteristics influencing the vulnerability of structures during a wildland fire event (roof type and building materials, access to the structure, and whether or not there is defensible space or fuels reduction around the structure.)

COMMUNITIES AT RISK

In recent years the population of Morrow County has moved further and further into traditional resource land including forested lands. This has produced a significant increase in threats to life and property and has pushed existing fire protection systems beyond their original or current design capabilities. The MCCWPP Stakeholder Group used data from the Advanced Oregon Wildfire Risk Explorer and local authoritative knowledge to generate a list of communities at risk from urban interface fires. This list includes 17 locations in Morrow County: Blakes Ranch, City of Boardman, City of Heppner, City of Ione, City of Irrigon, Cutsforth Park, Hardman, Irrigon Fish Hatchery, Morrow-Grant County OHV Park, Naval Weapons Systems Training Facility Boardman, Penland Lake, Reeds Mill, Ruggs, Threemile Canyon Farms, Town of Lexington, Tupper Guard Station, and the Umatilla Army Depot (*see mapped Communities at Risk in Appendix A*).

These areas are very high risk for several reasons including but not limited to:

1. Initial response time to structures and wildland.
2. Lack of trained people and appropriate equipment to take action on structure fires.
3. Fuel loading in and around living sites.
4. Fuel loading adjacent to living areas.
5. Very poor access.
6. Location of structures (i.e., in draw bottoms, south slopes, etc.).
7. Construction of structures (combustible roofing etc.).
8. Lack of safety zones for residents and firefighters.
9. Communications and evacuation systems, plans and back-up.
10. Lack of water supply.

Information on risk reduction and mitigation strategies to offset the fire hazards for property owners is essential (*see Appendix D of this plan for resources for home owners*).

HISTORY OF FIRE WITHIN THE COMMUNITY

Fire is an important disturbance mechanism in many of the ecosystems found in Morrow County. Wildfire helps to maintain a diverse and healthy ecosystem by consuming leaf litter, ground vegetation, and dead wood. This mechanism can trigger a rebirth in the forest and help maintain and encourage regrowth of plant species endemic to Morrow County.

The number of wildfires 50-acres or larger from 2013 to 2018 ranged from approximately three in 2014, to ten in 2015, with a total of 37 fires 50-acres or larger burning more than 56,543 acres during a five-year period. Eighteen fires burned 500 acres or more during that five-year period and of those, 12 were 1000 acres or more. Due to inconsistent tracking of historic fire data, the chart below is incomplete for fire numbers and acreage burnt. (*see Historic Fires Map in Appendix A*).

Many of the significant fire events in Morrow County occur as a result of dry lightning storms. Wide spread dry lightning is fairly frequent, occurring approximately every one to three years. These episodes can cause 50-100 ignitions in one day requiring suppression.

WILDFIRES IN MORROW COUNTY 2013 TO 2018, >50-ACRES IN SIZE

Acreage Size Class	Total Acres Burned	Number of Fires
A 50-100	1430	12
B 101-500	4270	9
C 501-1000	5448	7
D >1000	151995	9
Total	163240	37

(Wildfires <50-acres in size not represented in this chart.)

WILDLAND URBAN INTERFACE

The boundaries of the Wildland Urban Interface (WUI) are based on the actual distribution of structures and communities adjacent to or intermixed with wildland fuels. Wildland Urban Interface boundaries were redrawn from the 2014 CWPP using data from the Advanced Oregon Wildfire Risk Explorer as well as local knowledge from the Stakeholders Group. Fuel reduction treatments are designed to protect human communities from wildland fires as well as minimize the spread of fires that might originate in urban areas. The management objective in the wildland-urban interface zone is to enhance fire suppression capabilities by modifying fire behavior inside the zone and providing a safe and effective area for fire suppression activities (*see mapped Wildland Urban Interface Areas in Appendix A*).

EMERGENCY OPERATIONS

FIRE DISTRICTS

Across Morrow County, fire protection is provided at three levels: no protection (without any protection for the wildland or structures); single protection by either rural, city, or wildland agencies (structures are protected, but not the land; or vice versa); and dual-protection (both structural and wildland agencies available). Finding an area with dual protection is limited in the rural areas of Morrow County. Also, the vastness of the county allows for increased response time which limits the capabilities of fire services.

Within Morrow County there are 11 agencies responsible for providing fire protection and are comprised of six Rural Fire Districts, three city fire departments, United States Forest Service (USFS), United States Fish & Wildlife Service (USF&W), and Oregon Department of Forestry (ODF). The United States Navy at Naval Weapons Systems Training Facility Boardman (NWSTFB), and the Oregon Military Department (OMD) at the Umatilla Army Depot are responsible for suppression efforts on their respective installations. The John Day airport has single engine air tankers (SEATs) available during the summer fire season. There are helicopter rappel bases at La Grande and John Day.

Morrow County is divided into six rural fire protection districts within the county: Boardman, Heppner, Lone, Irrigon, Pilot Rock, South Gilliam. In the Rural Fire Districts, there are only ten paid, fulltime fire fighters, the rest is strictly volunteer. In 2005, Morrow County elected to cover all lands outside the Forest Protection District with rural fire protection for both structures and wildland. The County used Zone II authority and divided the protection responsibility among the established Rural Fire Districts. In 2012 the Heppner Rural Fire Protection District was expanded to include Blake's Addition. As of 2019 only a small portion to the east of Irrigon lies outside a Rural Fire Protection District (see *Morrow County Rural Fire Protection Districts Map in Appendix A*).

Oregon Department of Forestry, Morrow County, and USFS/BLM are in a partnership to suppress wildland fires, and operate under a "closest forces" concept. ODF is responsible for protection of private lands, county and State of Oregon lands within the Forest Protection District. The USFS, Umatilla National Forests, plus BLM work with the ODF to locate the closest fire crew to an ignition and dispatch for initial attack. ODF and the USFS have mutual aid agreements with the rural fire districts within Morrow County that allow for assistance to be provided regardless of jurisdiction.

Morrow County has two incorporated areas with fire departments, the City of Heppner and the Town of Lexington. Both are operated with volunteer fire fighters and are solely responsible for structure protection within city limits. The city fire departments and the six rural departments are the organizations properly trained to do structure fire-fighting. Although ODF, USFS and BLM personnel are not trained, equipped, or organized to fight structure fires, they will assist the fire departments in protecting exposures and surrounding vegetation by cleaning around houses, setting up pumps and locating and constructing fire lines.

Agency contacts in support of this document to include the various agencies and districts that this plan covers can be found in Appendix C. It is the intent of the Stakeholders Group to maintain Appendix C and update it at the annual CWPP Stakeholders Group meeting.

RURAL FIRE PROTECTION DISTRICT CAPABILITIES AND RESOURCES

The county has the following list of current Rural Fire Protection Districts:

Morrow County Rural Fire Protection Districts
Boardman RFPD
Heppner RFPD
Ione RFPD
Irrigon RFPD
Pilot Rock RFPD
South Gilliam RFPD

Boardman RFPD: Boardman RFPD offers 632mi² of structure and wildland fire protection coverage. Boardman RFPD borders the Columbia River to the north and has major transportation routes within the district including Interstate 84 and Union Pacific Railroad lines. Boardman RFPD has four stations:

- Station 1 located within Boardman City Limits. Station 1 is staffed by ten full-time paid firefighters and approximately volunteers.
- Station 2 is located at the PGE Coal-Fire plant. Station 2 houses additional trucks equipment and is not currently staffed.
- Station 3 is located onsite at Threemile Canyon Farms. Station 3 houses additional trucks and equipment and is staffed by volunteers.
- Station 7 is a multi-district station and is located off Highway 74. Station 7 houses additional trucks and equipment and is staffed by volunteers.

Heppner RFPD: Heppner RFPD offers approximately 1288mi² of structural and wildland fire protection coverage. Heppner RFPD covers a large section of central Morrow County along with the City of Heppner and is composed primarily of grass and agricultural lands. Heppner RFPD has two stations:

- Main Station is located within the Heppner Urban Growth Boundary and is staffed by approximately 20 volunteers. Houses all of the Heppner RFPD trucks and equipment.
- Station 7 is a multi-district station and is located off Highway 74. Station 7 does not house any of Heppner RFPD's equipment or manpower.

Ione RFPD: Ione RFPD offers approximately 925mi² of structural and wildland fire protection coverage. Ione RFPD covers a large section of western Morrow County along with the City of Ione and is composed primarily of grass and agricultural lands. Ione RFPD has two stations:

- Main Station is located within Ione City Limits and is staffed by approximately 10 volunteers. Houses all of the Ione RFPD trucks and equipment.
- Station 7 is a multi-district station and is located off Highway 74. Station 7 does not house any of Ione RFPD's equipment or manpower.

Irrigon RFPD: Irrigon RFPD offers approximately 28mi² of structural and wildland fire protection coverage. Irrigon RFPD covers a section of Northeast Morrow County along with the City of Irrigon and is composed primarily of grass and agricultural lands and borders the Columbia River to the North. Irrigon RFPD has one station:

- Main Station is located within Irrigon City Limits and is staffed by approximately 15 volunteers. Houses all of the Irrigon RFPD trucks and equipment.

Pilot Rock RFPD: Pilot Rock RFPD provides fire suppression for approximately 134 mi² of Morrow County. Pilot Rock RFPD does not have any trucks or equipment stationed in Morrow County.

- Station 7 is a multi-district station and is located off Highway 74. Station 7 does not house any of Pilot Rock RFPD’s equipment or manpower.

South Gilliam RFPD: South Gilliam RFPD provides fire suppression for approximately 5 mi² of Morrow County. South Gilliam RFPD does not have any assets in Morrow County.

AGENCY CAPABILITIES AND RESOURCES

The county has the following list of agencies with fire protection responsibilities:

Agencies with Fire Protection Responsibilities
Heppner FD
Lexington FD
NWSTF Boardman (DOD)
Oregon Department of Forestry (State)
Umatilla Army Depot (OMD)
United States Forest Service (Federal)
USF&W (Federal)

Heppner FD: Heppner Fire Department has limited responsibilities for wildland fire protection. Operates under mutual aid agreements with RFPD’s

Lexington FD: Lexington Fire Department has limited responsibilities for wildland fire protection. Operates under mutual aid agreements with RFPD’s

NWSTF Boardman: NWSTF Boardman has wildland protection capabilities limited to the training facility boundaries. Operates under mutual aid agreements with Boardman and Lone RFPD’s.

Oregon Department of Forestry: The ODF has multiple engines available throughout the area including three in Monument, three in Fossil. Operates under mutual aid agreements with all of the RFPD’s in Morrow County.

Umatilla Army Depot: Oregon Military Department has wildland protection capabilities limited to the training facility boundaries. Operates under mutual aid agreements with Boardman and Irrigon RFPD’s.

USF&W: USF&W has wildland protection capabilities including engines throughout the area. USF&W operates under mutual aid agreements with Boardman and Irrigon RFPD’s.

WILDLAND FIRE SUPPRESSION PROCEDURES

Currently all wildland fires in Morrow County are aggressively suppressed. This is done through a **Master Cooperative Fire Protection Agreement**. This agreement consists of five organizations:

- John Day Unit, Central Oregon District, ODF, (with Mutual Aid Agreements with all cities and rural Fire Departments)
- Umatilla National Forest, USFS
- Prineville District, BLM
- Vale District, BLM
- USF&W Service

Wildland fire fighting organizations have a multitude of support resources. Movement of federal resources are coordinated through local dispatch centers and the Northwest Coordination Center in Portland, Oregon. State resource movement is coordinated through local dispatch centers, the ODF-Salem Coordination Center and the Washington Department of Natural Resources dispatch office in Olympia, Washington.

There are a variety of suppression resources that may be available throughout Morrow County and the neighboring areas. Those resources include: Interagency Hotshot Crews, Smoke Jumper's, Rappelers, Type 4 and 6 Engines, Various Helicopters capable of dropping water, and various sizes of aircraft to drop retardant.

CONFLAGRATION ACT

In the event a large amount of structures is threatened by a Wildland fire in an area protected by a city or rural fire department, the Area 9 Fire Defense Board Chief can request of the Oregon State Fire Marshall to request the Governor to declare an emergency and evoke the Conflagration Act mobilization. In areas outside of city and rural fire departments, the Board of Commissioners can request of the Governor to declare an emergency and evoke the Conflagration Act mobilization. This will make available structural resources along with Structural IMT's through the Oregon State Fire Marshal's office immediately to protect those structures.

MUTUAL AID AGREEMENTS

The structural fire protection agencies in Morrow County are parties to an inter-governmental agreement between other structural fire protection agencies in Morrow County as well as Umatilla and Gilliam Counties. This agreement spells out how these agencies will mutually assist each other. This agreement is also a tool that is utilized by the Local Fire Chief, Fire Defense Board Chief, and Local Governing Officials for requesting additional resources through the Oregon Fire Service Mobilization Plan and for requesting the invoking of the State Conflagration Act to the Oregon Office of State Fire Marshal and Governor's Office. There may also be additional agreements between the local agencies and wildland fire agencies such as Oregon Department of Forestry, US Forest Service, US Navy, Oregon Military Department, and US Fish and Wildlife. Mutual Aid Agreements related to Wildfire Response in Morrow County can be requested from the Office of the State Fire Marshal at: <https://www.oregon.gov/osp/programs/sfm/Pages/Emergency-Mobilizations.aspx>

ACTION PLAN

Action Items are detailed recommendations for activities that MCCWPP agency partners and others could engage in to reduce wildfire risk. Short and long-term Action Items identified through the planning process are an important part of the MCCWPP addressing a variety of issues and concerns. They have been developed by the Stakeholders Group in support of the Mission, Goals and Objectives identified earlier in this CWPP.

The Action Item inventory, found below, is a summary of the Action Items that have been identified from previous CWPPs or generated during this 2019 update. The completed Action Item forms can be found in Appendix E. The form captures the proposed action, responsible agencies, costs when known, and which Goal or Objective is being addressed. Action Items can and will be updated by the MCCWPP Stakeholder Group annually. Input from community members concerning new or improved Action Items can be submitted to the Morrow County Planning Department.

Implementation of the Action Items will be reviewed annually during planned MCCWPP Stakeholder Group meetings that will occur in the Spring of each year. Reporting of Action Item implementation will allow for tracking of progress against the Mission, Goals and Objectives of the MCCWPP.

Action Items in this MCCWPP have not been prioritized. The Morrow County Natural Hazards Mitigation Plan does include a methodology that could be applied to future updates should a need arise.

ASSESSING BENEFITS AND COSTS OF MITIGATION

Many federal grant programs require benefit/cost analysis of proposed actions. This ensures that the investment will yield greater benefits than the investment costs. The benefits of planning, mitigation and preparedness for wildland fire, however, can be difficult to quantify. It can be difficult to put a monetary number to the value of human, environmental, cultural and other social resources. The MCCWPP Stakeholders Group emphasized developing priorities of action for hazardous fuels treatment, education, emergency management and biomass utilization. The process to develop these priorities has included a technical risk assessment and collection of community input on values. The plan also takes into consideration the fact that low-income, elderly, disabled and other citizens with special needs may require extra assistance or resources to take fire protection actions. All of these values should be considered in developing priorities and assessing the costs and benefits of projects.

When applying for grants that require benefit/cost analysis, there are resources available through FEMA and other agencies that can assist in quantifying these costs and benefits.

ACTION ITEM INVENTORY

Actions	Projects	Community	Hazard	Responsible Agency	Status	Published
2019-2024 Action Items						
Fuel Hazard Reduction						
On Non-Federal Land	BPA Boardman UGB Fuels Reduction	City of Boardman	High	BPA	Identified	2019
On Federal Lands	Mountain Top Defensible Space	Madison Butte Lookout, Back Mountain Communications Site	High	USFS	Identified	2019
	Refuge Fire Perimeter	City of Boardman	High	USACE, USF&G, CTUIR	Identified	2019
	NWSTF Boardman Western Fire Breaks	NWSTF Boardman, City of Boardman	High	NWSTF Boardman	Identified	2019
	Ellis Integrated Vegetation Project	Several Communities	High	USFS	Identified	2019
	Incorporate remaining lands not covered by an RFPD	Boardman and Irrigon	High	Boardman RFPD, Irrigon RFPD	Identified	2019
Education and Community Outreach						
On Non-Federal Lands	Free Spray Day	Several Communities	High	NRCS, Morrow SWCD	Funded 2019	2019
	Wildfire Education/Community Night Out	Several Communities	High	Varies	Funded/Identified	2019
	Chip-in Day	Several Communities	High	ODF	Identified	2019
	Firewise Fair Booth	Several Communities	High	ODF/County/Heppner RFPD	Identified	2019
Improved Development Standards						
On Non-Federal Lands	MCZO Updates based on CWPP	Morrow County	High	Morrow County Planning Dept.	Identified	2019
Agency Involvement and Engagement						
On Non-Federal Lands	Improve State and Federal agency participation in the Stakeholder Group	Morrow County	High	Varies	Identified	2019

Actions	Projects	Community	Hazard	Responsible Agency	Status	Published
2014-2019 Action Items						
On Federal Lands	Black Mountain	Cutsforth Park, Blakes Addition	Extreme	USFS	Funded	2014
	Penland WUI	Penland Lake	Extreme	USFS	Funded	2014
	Bombing Range Fuels Breaks	NWSTF Boardman	Moderate	DOD	Pending Funding	2014
	Army Corp property along Columbia River	Fire Management Planning	High	ACOE	Identified	2014
On Non-Federal Lands	Blake's Fuel Reduction	Blake's Addition, Cutsforth Park, Penland Lake	Extreme	ODF	Pending Funding	2014
	Reeds Mill Fuels Reduction	Reed's Mill, Anson Wright Park	High	ODF	Pending Funding	2014
	OHV Park Fuels Reduction	OHV Park	High	ODF & County	Pending Funding	2014
	Water Source Development	Several Communities	High	ODF, Landowners, County	Pending Funding	2014
Defensible Space	Blake's Addition	Blake's Addition, Cutsforth Park	Extreme	ODF & Landowners	Pending Funding	2014
	Penland Lake	Penland Lake	Extreme	ODF & Landowners	Pending Funding	2014
	Reeds Mill/ Anson Wright	Reeds Mill, Anson Wright	High	ODF & Landowners	Pending Funding	2014
	OHV Park	OHV Park	High	Morrow County, Landowners	Pending Funding	2014
Safety Corridors	Sunflower Flat	Several Communities	High	ODF & FS	Pending Funding	2014
	USFS 53 Rd	Several Communities	High	ODF & FS	Pending Funding	2014
	Willow Cr	Several Communities	High	ODF & FS	Pending Funding	2014
	Hwy 207	Several Communities	High	ODF & FS	Pending Funding	2014
	USFS 21 Rd	Several Communities	High	FS	Pending Funding	2014
Strategic Community Fire Breaks	See Safety Corridors above.	Several Communities			Pending Funding	2014
	Bombing Range Road	Several Communities			Pending Funding	2014
	Highway 74	Several Communities			Pending Funding	2014

Actions	Projects	Community	Hazard	Responsible Agency	Status	Published
	Tower Road	Several Communities			Pending Funding	2014
	Highway 206	Several Communities			Pending Funding	2014
	Interstate 84	Boardman, Irrigon			Pending Funding	2014
	Highway 730	Irrigon, Boardman			Pending Funding	2014
FUTURE Concerns	Unprotected Areas (from BRAC process) and Establish the Necessary Mutual Aid Agreements	Irrigon, Morrow County	n/a	Dept. of Defense, US Navy, Fire Chiefs, Army Corps of Engineers, County	Ongoing	2014

Public Information						
Signing	Fire Prevention Signing, seasonally as appropriate	All	n/a	All	Ongoing	2014
Media Contacts		All	n/a	All	Ongoing	2014
Grade School presentation		All	n/a	Fire Prevention Coop	Ongoing	2014
Outdoor School presentations		All	n/a	All	Ongoing	2014
Civic Group presentations		All	n/a	All	Ongoing	2014
Landowner contacts		All	n/a	ODF, Comm., Rural	Ongoing	2014
Fair displays		All	n/a	Fire Prevention Coop	Ongoing	2014
Fire Free training		All	n/a	Fire Prevention Coop	Ongoing	2014
Fire Prevention Newspaper Insert		All	n/a	Fire Prevention Coop	Ongoing	2014
Structure ignitability		All	n/a		Ongoing	2014
Burning Permits		All	n/a	ODF, City, Rural	Ongoing	2014
Notifications of Operation		All	n/a	ODF	Ongoing	2014
Building Permit Review		All	n/a	County Fire Chiefs	Ongoing	2014
Permitting		All	n/a	County Planning	Ongoing	2014
Enforcement		All	n/a	ODF, City, Rural, Sheriff, Fire Chief	Ongoing	2014

MONITORING AND REVISION

A primary objective of the MCCWPP Stakeholder Group is to provide guidance for all elements of planning and implementation of this Plan. The MCCWPP Stakeholder Group will continue to provide oversight through annual meetings and coordination with fire protection agencies and the communities at risk in Morrow County. The purpose of this monitoring strategy is to track implementation of activities and evaluate how well the Goals of the MCCWPP are being met over time. Monitoring measures progress over time to better understand how well the Mission, Goals and Objectives of this Plan are being met. The data gathered will provide the status and trends of the MCCWPP. The following are types of monitoring that can occur:

- Implementation Monitoring: Did you do what you said you would do?
- Effectiveness Monitoring: Did treatments meet objectives?
- Verification Monitoring: Evaluates whether our objectives helped to meet the broad MCCWPP goals. Did our actions lead to the outcomes we expected?

REVISIONS AND UPDATES

The Stakeholder Group will convene annually to review the MCCWPP to assure that implementation of the Action Items are occurring and that the Mission, Goals and Objectives are being met. At any time, the Stakeholder Group can recommend new Action Items or address other necessary changes to the MCCWPP. On a five-year rotation the Stakeholder Group will work to complete an update to the MCCWPP to assure that the Risk Assessment is up-to-date and that the Mission, Goals and Objectives are still relevant. Based on this 2019 update the next update would need to be completed in 2024.

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SUMMARY

In the past, there has been limited awareness about the investment required to maintain fire protection. From fuels reduction, education and prevention to evacuation, citizens must have the information and resources to be active participants in reducing their risk to wildland fire. For many years, there has been a reliance on insurance, local government, fire service, federal agencies and many other types of organizations to aid us when disaster strikes. This MCCWPP encourages citizens to take an active role in identifying needs, developing strategies and implementing solutions to address wildland fire risk by participating in countywide fire prevention activities. Citizen action may be cleaning up brush around homes, installing new smoke detectors, volunteering to be a part of a local fire department or district, attending community meetings, and passing on fire prevention information to neighbors and friends. With the MMCCWPP as a foundation, local action can guide successful implementation of fire hazard reduction and protection efforts in Morrow County.

Morrow County is a typical Eastern Oregon county with small cities scattered throughout with a population of people living in homes scattered outside the city limits. These homes are located in all fuel types. Some are snuggled in the timber adjacent to the forest. Others are in the lower elevations of grass/juniper/sagebrush climate. Distance from any type of fire protection is one of the biggest problems for these homes and access. This County has lived with fire since the county was first established in 1885. Fire has been a major tool in shaping the existing forest and other plant communities since long before the country was settled. Lightning and humans will always contribute to fire starts during all conditions dry or wet. Of the three fire behavior components (fuel, weather, topography), fuels are the one variable that humans can easily influence and modify. With this in mind, this plan is aimed at reducing fire effects by reducing fuel loading and to produce conditions, in case of fire, that are considered manageable during most conditions and to improve initial attack capabilities for all types of fires.

- The number one goal of this plan is to provide for the protection of the public and create a safe work environment for fire suppression forces. With the reduction of wildland fuels, we move closer to achieving the goal of all structures surviving an on-coming fire.
- Everyone involved with this plan must work together to successfully manage hazardous fuels within and near communities. Those included are association groups, Federal agencies, Local Agencies, local fire departments and fire protection districts, private industrial timberland owners, and private land and home owners.
- There are often weather conditions where high temperatures, single digit humidity's, and strong winds occur simultaneously. Under these conditions prevention through communication to reduce fire start potential is the only protection for communities from wildland fire effects. These conditions can lead to plume dominant fires which create their own burning conditions and are literally unmanageable and can become catastrophic.

The key to making this plan work will be increasing public awareness through informational programs.

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APPENDIX D

The following information was summarized from the Grants and Incentives page of the Oregon Department of Forestry website at

<https://www.oregon.gov/ODF/AboutODF/Pages/GrantsIncentives.aspx>.

This appendix contains Grants and Incentive programs that were available at the time of this publication. Grants and Incentive programs listed below may have a limited availability period and applicants should reach out to the John Day Unit Stewardship Forester at 541.575.1139 for a list of currently available Grants and Incentive Programs.

Name	Summary	Contact
Bark Beetle Mitigation	To assist family forestland owners in prevention and help restore areas affected by bark beetles.	Oregon Department of Forestry/U.S. Forest Service
Community Forest Program	The goal of the Community Forest Program is to establish community forests; this is achieved by acquiring land which protects it from conversion to non-forest uses. The Community Forest Program is a federal program that assists landowners in establishing community forests, and sustainably managing them for public benefit including recreation, income, wildlife habitat, stewardship demonstrations sites, and environmental education.	U.S. Forest Service
Conservation Reserve Enhancement Program	The goal of the Conservation Reserve Enhancement Program (CREP) is to encourage landowners to protect soil, water, fish and wildlife by establishing plants along streams.	Farm Service Agency/NRCS
Conservation Stewardship Program	The goal of the Conservation Stewardship Program is to help landowners and operators maintain existing stewardship and adopt additional conservation on privately owned, non-industrial working forests and agricultural lands.	NRCS
Environmental Quality Incentives Program	The goal of the Environmental Quality Incentives Program is to encourage landowners to implement management practices that conserve soil, water, and related natural resources on working lands.	NRCS
Firewise	Firewise is a set of principles that involves understanding our wildland environment and taking concrete steps to make our home and surroundings more resilient and survivable.	NFPA https://www.nfpa.org/Public-Education/By-topic/Wildfire/Firewise-USA
Forest Legacy Program	The Forest Legacy Program is a national program that addresses privately-owned forestlands that face threats of conversion to non-forest use by development pressures. The goal of the Forest Legacy Program is to promote stewardship and sustainable management of private forest lands by maintaining working forests that conserve important forest resource and conservation values.	Oregon Department of Forestry

Name	Summary	Contact
Noxious Weed Control Grants	The Oregon State Weed Board guides state noxious weed control priorities and awards grants to landowners, public agencies, and others to control noxious weeds.	Oregon State Weed Board Grant Program
Volunteer Fire Assistance (VFA Grants)	These grants help fire agencies meet their firefighting and emergency response needs. Links provide background on VFA grants along with instructions and forms to apply.	Oregon Department of Forestry/U.S. Forest Service
Wetlands Reserve Program	The goal of the Wetlands Reserve Program is to restore, protect, and enhance wetland functions and values on private property.	FSA/NRCS



Communities at Risk

2018-2019 Update
Morrow County
Community Wildfire Protection Plan

Legend

- County Boundary
- City Limits
- County Seat
- City
- Runway Length
- Airport
- Highway
- River

Coordinate System NAD 1983 HARN StatePlane Oregon North FIPS 3601

Projection Lambert Conformal Conic

Datum North American 1983 HARN

Cartography By Stephen Wreocsics

Wednesday, May 1, 2019

Morrow County Planning Department

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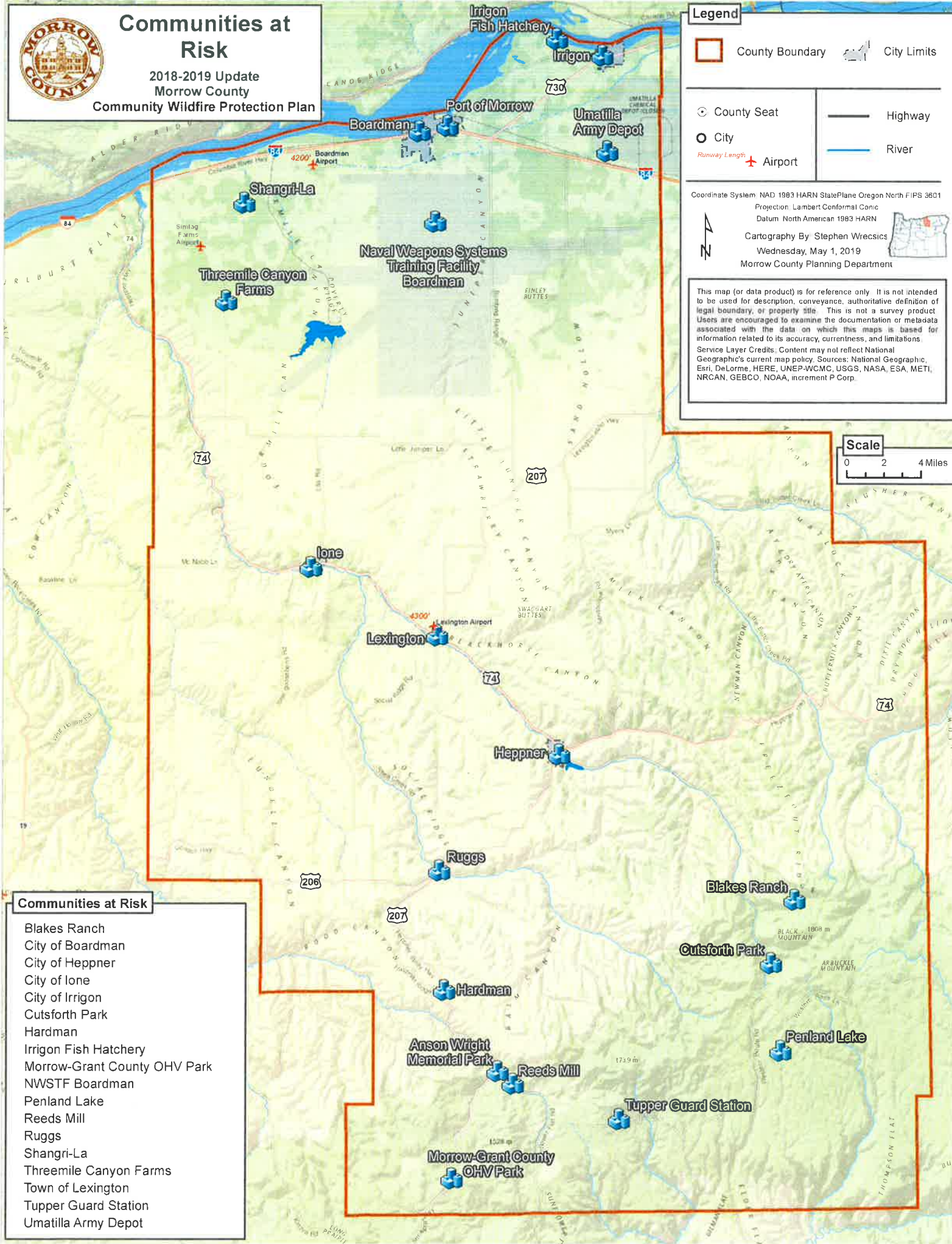
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Scale

0 2 4 Miles

Communities at Risk

- Blakes Ranch
- City of Boardman
- City of Heppner
- City of Lone
- City of Irrigon
- Cutsforth Park
- Hardman
- Irrigon Fish Hatchery
- Morrow-Grant County OHV Park
- NWSTF Boardman
- Penland Lake
- Reeds Mill
- Ruggs
- Shangri-La
- Threemile Canyon Farms
- Town of Lexington
- Tupper Guard Station
- Umatilla Army Depot





Morrow County Land Management

2018-2019 Update
Morrow County
Community Wildfire Protection Plan

Legend

- County Boundary
- City Limits
- County Seat
- City
- Runway Length
- Airport
- Highway
- River

Coordinate System: NAD 1983 HARN StatePlane Oregon North FIPS 3601
Projection: Lambert Conformal Conic
Datum: North American 1983 HARN



Cartography By: Stephen Wreccics
Thursday, May 30, 2019
Morrow County Planning Department



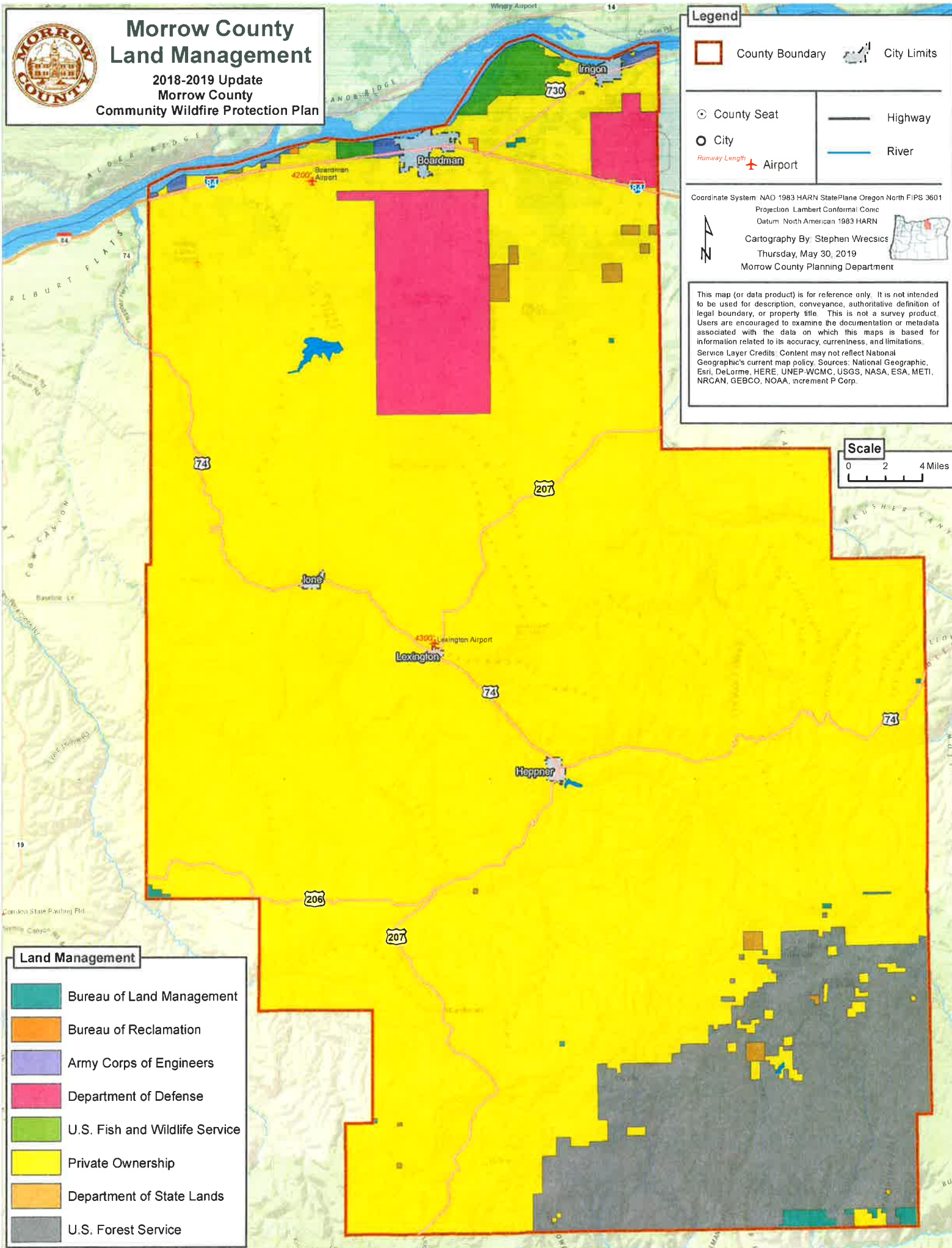
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Scale

0 2 4 Miles

Land Management

- Bureau of Land Management
- Bureau of Reclamation
- Army Corps of Engineers
- Department of Defense
- U.S. Fish and Wildlife Service
- Private Ownership
- Department of State Lands
- U.S. Forest Service





Rural Fire Protection Districts

2018-2019 Update
Morrow County
Community Wildfire Protection Plan

Legend

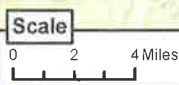
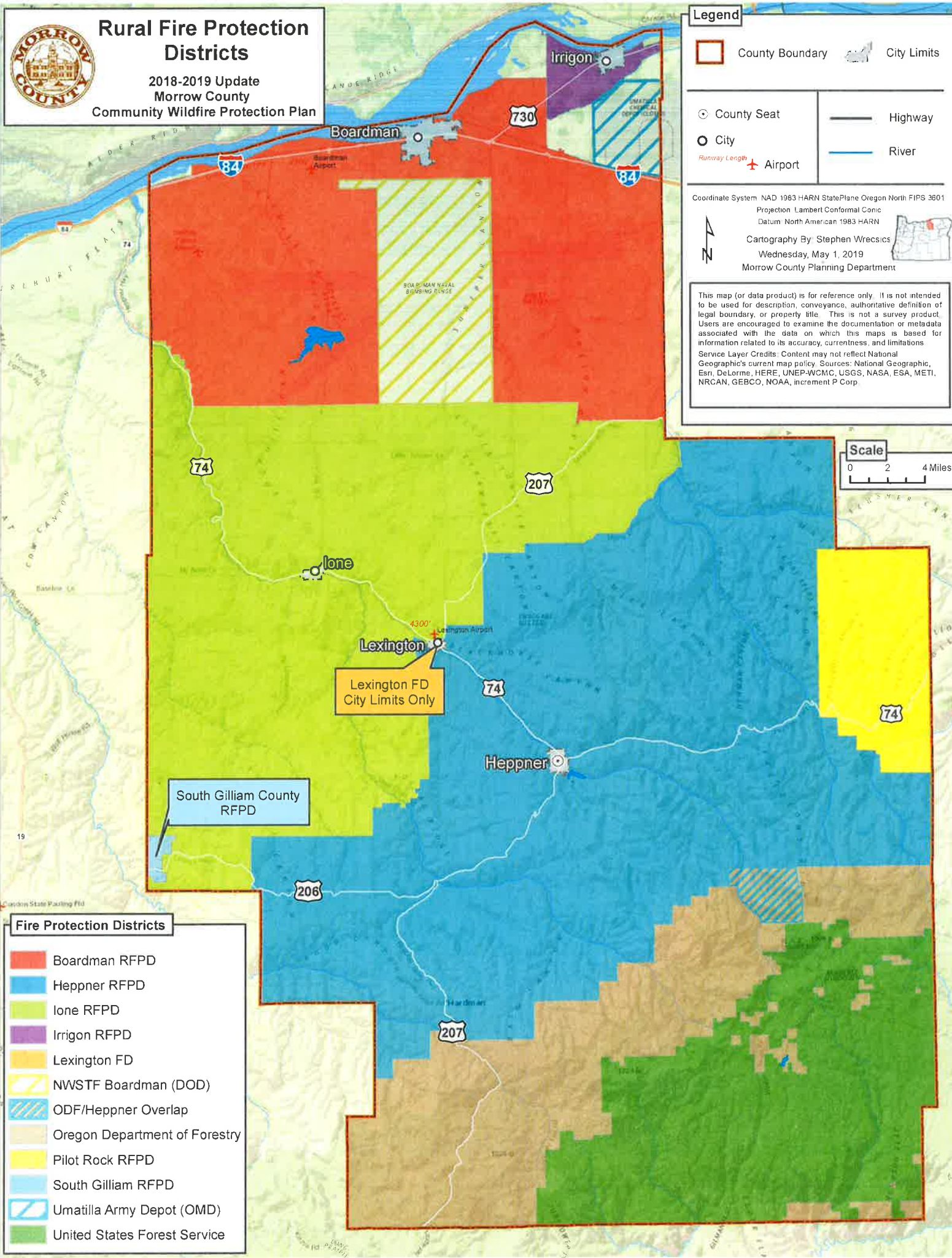
County Boundary	City Limits
County Seat	Highway
City	River
Runway Length	Airport

Coordinate System: NAD 1983 HARN StatePlane Oregon North FIPS 3601
 Projection: Lambert Conformal Conic
 Datum: North American 1983 HARN

Cartography By: Stephen Wreccics
 Wednesday, May 1, 2019
 Morrow County Planning Department

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Fire Protection Districts

- Boardman RFPD
- Heppner RFPD
- Lone RFPD
- Irrigon RFPD
- Lexington FD
- NWSTF Boardman (DOD)
- ODF/Heppner Overlap
- Oregon Department of Forestry
- Pilot Rock RFPD
- South Gilliam RFPD
- Umatilla Army Depot (OMD)
- United States Forest Service



Overall Wildfire Risk Map

2018-2019 Update
Morrow County

Community Wildfire Protection Plan

Legend

- County Boundary
- City Limits
- County Seat
- City
- Runway Length
- Highway
- River

Coordinate System: NAD 1983 HARN StatePlane Oregon North FIPS 3601

Projection: Lambert Conformal Conic

Datum: North American 1983 HARN

Cartography By: Stephen Wreccics

Tuesday, May 28, 2019

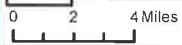
Morrow County Planning Department



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Scale



Wildfire Risk

Benefit: Wildfire risk is beneficial, overall, for mapped resources and assets combined (for example, the cumulative value is positive, typically due to beneficial effects on forest health/vegetation condition and/or wildlife habitat). Benefit represents 0-14.5th percentile of positive values on the landscape.

Low Benefit: Wildfire risk is slightly beneficial for mapped resources and assets combined (for example, forest health/vegetation condition, wildlife habitat), producing a "fuel treatment effect" at very low flame lengths. Benefit represents 14.5 to 29th percentile of positive values on the landscape.

Low: Wildfire risk is low to all mapped resources and assets combined: critical infrastructure, developed recreation, housing unit density, seed orchards, sawmills, historic structures, timber, municipal watersheds, vegetation condition, and terrestrial and aquatic wildlife habitat. Low represents the 29th to 50th percentile of values across the landscape.

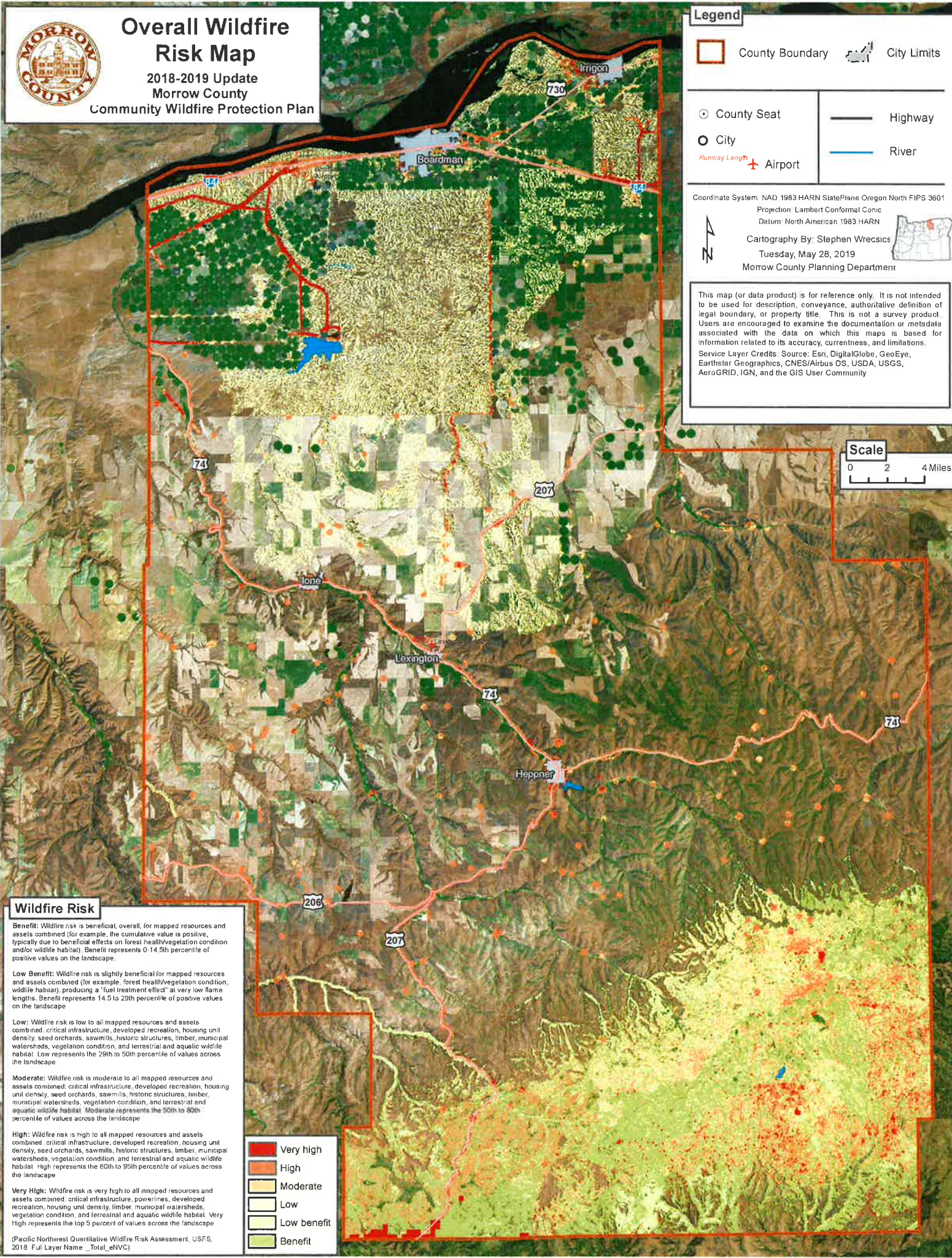
Moderate: Wildfire risk is moderate to all mapped resources and assets combined: critical infrastructure, developed recreation, housing unit density, seed orchards, sawmills, historic structures, timber, municipal watersheds, vegetation condition, and terrestrial and aquatic wildlife habitat. Moderate represents the 50th to 80th percentile of values across the landscape.

High: Wildfire risk is high to all mapped resources and assets combined: critical infrastructure, developed recreation, housing unit density, seed orchards, sawmills, historic structures, timber, municipal watersheds, vegetation condition, and terrestrial and aquatic wildlife habitat. High represents the 80th to 95th percentile of values across the landscape.

Very High: Wildfire risk is very high to all mapped resources and assets combined: critical infrastructure, powerlines, developed recreation, housing unit density, timber, municipal watersheds, vegetation condition, and terrestrial and aquatic wildlife habitat. Very High represents the top 5 percent of values across the landscape.

(Pacific Northwest Quantitative Wildfire Risk Assessment, USFS, 2018. Full Layer Name: _Total_eNVC)

- Very high
- High
- Moderate
- Low
- Low benefit
- Benefit





Historic Fires >50.0 Acres in Size

2018-2019 Update
Morrow County
Community Wildfire Protection Plan

Legend

- County Boundary
- City Limits
- County Seat
- City
- Runway Length + Airport
- Highway
- River

Coordinate System: NAD 1983 HARN StatePlane Oregon North FIPS 3601

Projection: Lambert Conformal Conic

Datum: North American 1983 HARN

Cartography By: Stephen Wrecsics

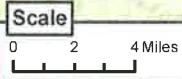
Tuesday, June 11, 2019

Morrow County Planning Department



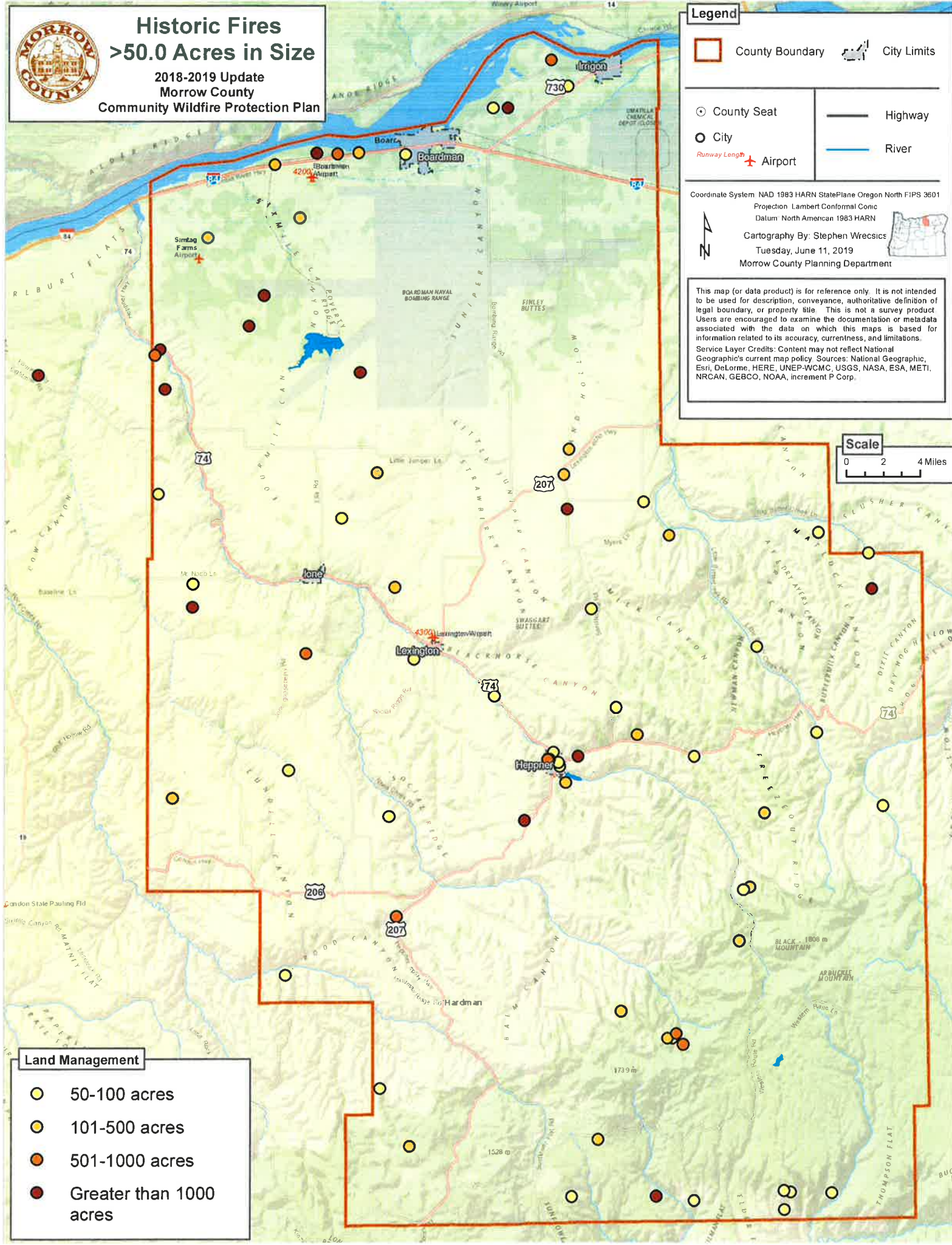
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Land Management

- 50-100 acres
- 101-500 acres
- 501-1000 acres
- Greater than 1000 acres





Wildland Urban Interface Areas

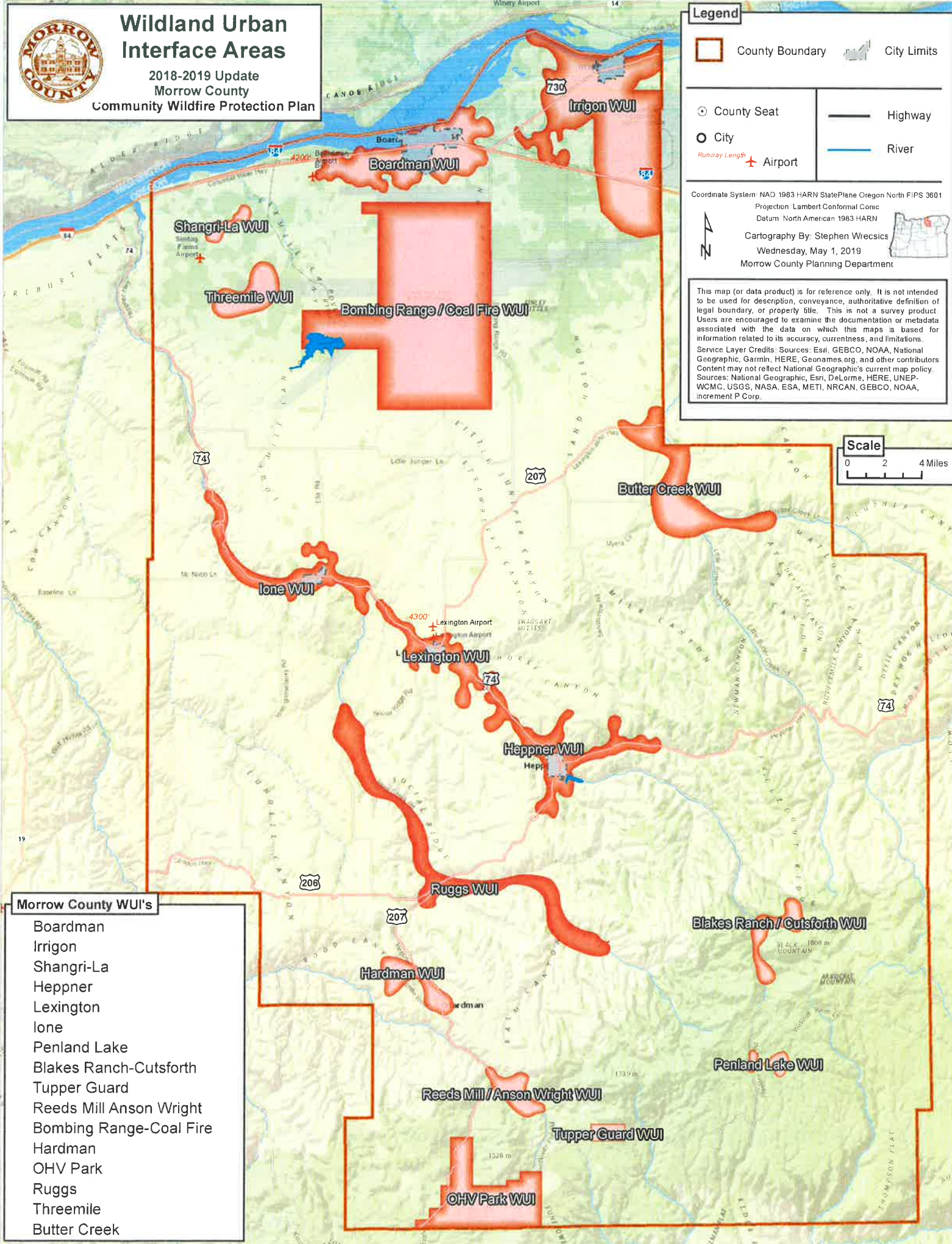
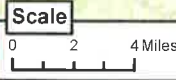
2018-2019 Update
Morrow County
Community Wildfire Protection Plan

Legend

- County Boundary
- City Limits
- County Seat
- Highway
- River
- City
- Runway Length
- Airport

Coordinate System: NAD 1983 HARN StatePlane Oregon North FIPS 3601
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 Cartography By: Stephen Wreccics
 Wednesday, May 1, 2019
 Morrow County Planning Department

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- Morrow County WUI's**
- Boardman
 - Irrigon
 - Shangri-La
 - Hephner
 - Lexington
 - Lone
 - Penland Lake
 - Blakes Ranch-Cutsforth
 - Tupper Guard
 - Reeds Mill Anson Wright
 - Bombing Range-Coal Fire
 - Hardman
 - OHV Park
 - Ruggs
 - Threemile
 - Butter Creek

AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

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

Discussion has recently been engaged with the City of Boardman, the Port of Morrow, local landowners and the Oregon Department of Transportation with the initial focus on the Port of Morrow (POM) Interchange. Included as part of this packet is Section 7 of the POM Interchange Area Management Plan (IAMP). There are two facets to this discussion: the need to implement the loop roads identified within the IAMP on the south side of the interchange and to consider an amendment to the IAMP to allow for the development of a roundabout or other improvement to address continued back ups within the interchange (roundabout designs are also included).

As the Morrow County Transportation System Plan (TSP) is also aging part of the discussion is to begin planning for its update as well as review and incorporation of various other transportation planning documents (Highway 730 Corridor Refinement Plan, various IAMPs as examples). Also considered should be a new IAMP for the Tower Road Interchange. I am also attempting to find ways to assist our communities to also improve their various planning documents contemporaneously with us as a cost saving measure (two projects, one consultant, hopefully lower costs for all).

An update to the TSP has been on my long term to do list for some time.

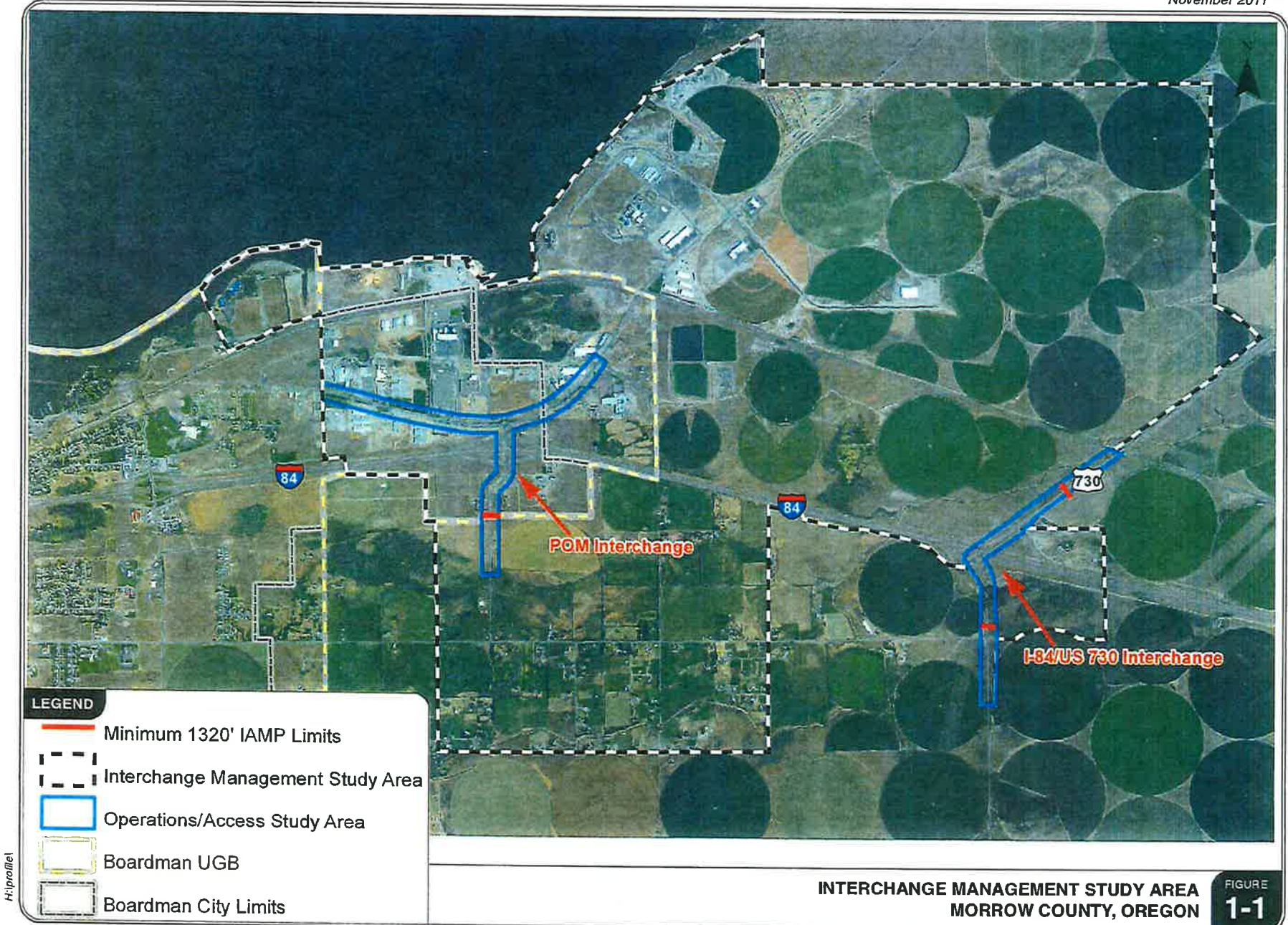
2. FISCAL IMPACT:

The update of the TSP and other transportation related planning documents will have a cost associated with it. The Building Permit Fund is targeted for this purpose. Consideration is also being given to other fund sources, including partnerships with our communities. There may also be ODOT or other funds that could be identified, if we are willing to work within their requirements.

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

None at this time.

Attach additional background documentation as needed.



INTERCHANGE AREA MANAGEMENT PLAN

The POM IAMP provides a transportation improvement plan and an Access Management Plan (AMP). The transportation improvement plan includes interchange and local circulation improvements, right-of-way requirements, as well as a phasing schedule. The AMP documents the justification for the necessary deviations to ODOT's access management standards.



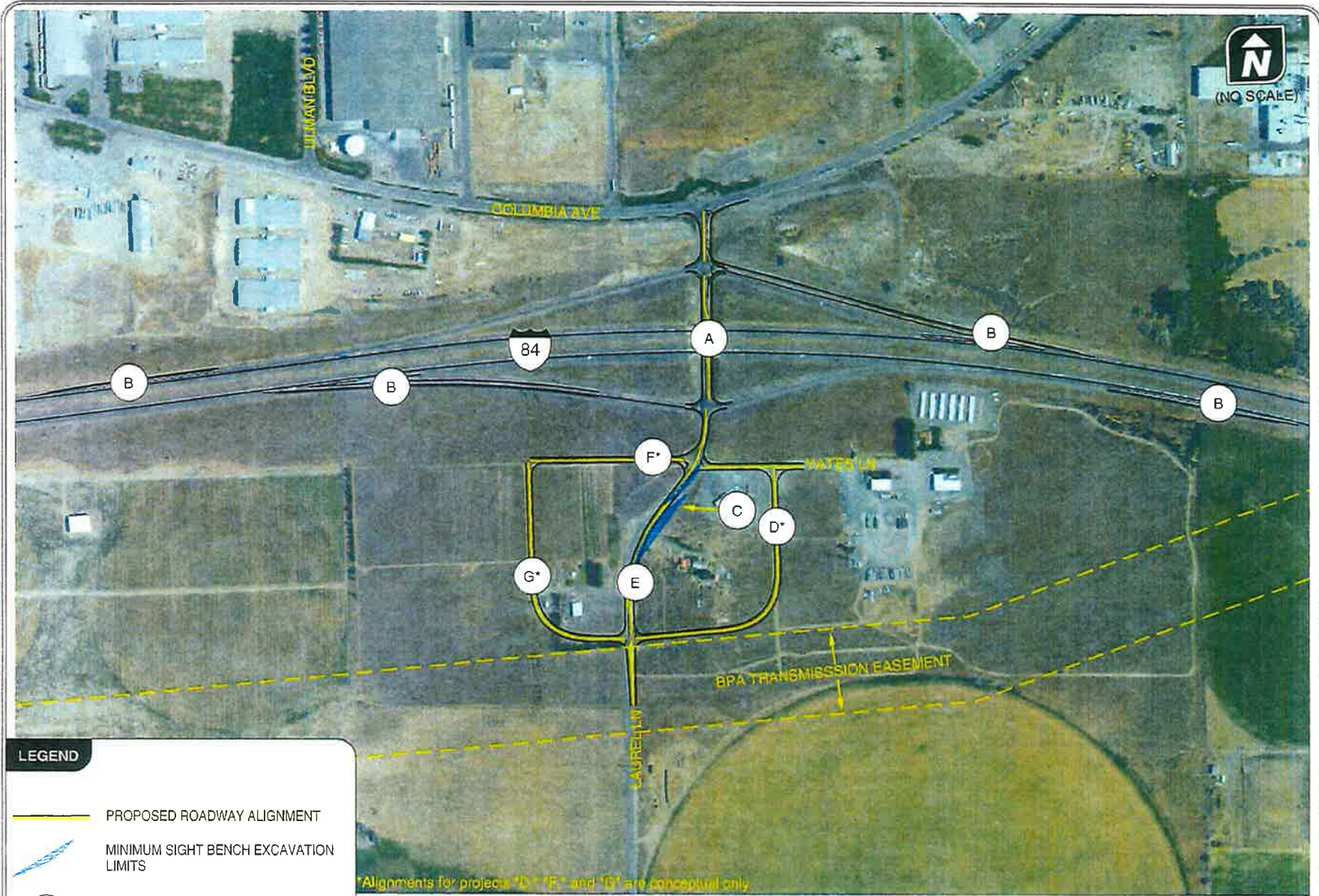
Through adoption by the City of Boardman, Morrow County, and ODOT, future development located within the Interchange Management Study Area (IMSA) will be required to make circulation and access improvements, as identified in this plan. Implementation of the IAMP is expected to preserve the functional integrity of the interchange over time and ensure viable access to existing and future land uses. Finally, the action items contained within the implementation plan (Section 8) will ensure that proper coordination between the various stakeholders occur to allow the IAMP to serve as a long-term dynamic planning tool.

Transportation Improvement Plan Overview




A comprehensive transportation improvement plan including a local circulation and access plan within the IMSA was developed based on the concept screening and evaluations outlined in Section 6. Figure 7-1 illustrates the new transportation facilities and the near- and long-term transportation improvement plans, while Figure 7-2 provides a closer look at improvements south of the interchange. This plan includes the development of new collector roadways to serve future development south of I-84, realigning and widening Laurel Lane, and modifying other existing roadways, ramps, and intersections. Each transportation improvement identified in the figure is described in Table 7-1.

The following section provides details on the major improvements identified in the Transportation Improvement Plan, including possible deviations from standards that may be required.

H:\profile11253 - Port of Morrow IAMP\dwg\figs\IAMP\IAMP\Section7.dwg Nov 01, 2011 - 3:08pm - nloster Layout Tab: FIG7-1



LEGEND

-  PROPOSED ROADWAY ALIGNMENT
-  MINIMUM SIGHT BENCH EXCAVATION LIMITS
-  IMPROVEMENT (SEE TABLE 7-1 FOR DESCRIPTION & COST ESTIMATE)

Alignments for projects "D", "F*" and "G*" are conceptual only




**PORT OF MORROW IAMP OVERALL TRANSPORTATION IMPROVEMENT PLAN
BOARDMAN, OREGON**

**FIGURE
7-1**

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LEGEND

-  PROPOSED ROADWAY ALIGNMENT
-  MINIMUM SIGHT BENCH EXCAVATION LIMITS
-  IMPROVEMENT (SEE TABLE 7-1 FOR DESCRIPTION & COST ESTIMATE)

**PORT OF MORROW IAMP TRANSPORTATION IMPROVEMENT PLAN
SOUTH OF POM INTERCHANGE
BOARDMAN, OREGON**

**FIGURE
7-2**

Table 7-1 POM IAMP Transportation Improvement Plan

Figure 7-1 Label	Near-Term Improvement Description	Trigger for Improvement	Estimated Cost	Potential Funding Source
A	<ul style="list-style-type: none"> Widen Laurel Lane to include a 16' wide center turn lane between Columbia Avenue and the I-84 Eastbound ramp terminal. 	Southbound or northbound 95 th percentile vehicle queues exceed the available storage between the I-84 ramp terminals.	\$0.8M	PDF STIP
B	<ul style="list-style-type: none"> Lengthen the I-84 eastbound and westbound on- and off-ramps (to current design standards) to provide additional room for vehicles to accelerate when entering the freeway and to decelerate when exiting the freeway. 	In conjunction with future I-84 mainline resurfacing projects.	\$1.5M	STIP PDF
C	<ul style="list-style-type: none"> Acquire right-of-way and re-grade the east and west shoulders of Laurel Lane to provide intersection sight distance at Yates Lane (355 feet of intersection sight distance for southbound left-turning vehicles from Laurel Lane onto Yates Lane and 610 feet of intersection sight distance for westbound traffic on Yates Lane approaching Laurel Lane). 	New development along Yates Lane that generates 25 or more daily trips.	\$0.06M ¹	PDF
Long-Term Improvement Description				
D	<ul style="list-style-type: none"> Construct a new Collector street connection to Yates Lane that would access Laurel Lane just north of the existing BPA transmission easement. Restrict the Laurel Lane/Yates Lane intersection to right-in/right-out access only. 	Peak southbound left-turn 95 th -percentile queue backs up to the I-84/Laurel Lane eastbound ramp terminal.	\$1.2M	PDF
E	<ul style="list-style-type: none"> Realign Laurel Lane south of the I-84/Laurel Lane eastbound ramp terminal to improve the vertical and horizontal profile. Provide a southbound left-turn lane along Laurel Lane at the new Yates Lane access described in Project "D" above. 	Peak southbound left-turn 95 th -percentile queue backs up to the I-84/Laurel Lane eastbound ramp terminal. -- or -- Eastbound approach to Laurel Lane (described in Project "F" below) operates at LOS "E" or worse.	\$1.4M	PDF
F	<ul style="list-style-type: none"> Construct a new Collector Street connection to the parcels in the southwest quadrant of the interchange. This connection would access Laurel Lane directly across from Yates Lane. 	New development requiring access east of Laurel Lane.	\$0.03M	PDF
G ²	<ul style="list-style-type: none"> Construct a new Collector Street connection to the remaining parcels in the southwest quadrant of the interchange. The connection would access Laurel Lane just north of the existing BPA transmission easement. Restrict the access described in Project "F" above to right-in/right-out access only. 	Eastbound approach to Laurel Lane (described in Project "F" above) operates at LOS "E" or worse.	\$1.8M	

STIP – State Transportation Improvement Project

PDF – Private Development Funds

¹ - Construction costs only, does not include right-of-way costs

² – New Collector roadway may be waived by the City if all parcels to the east or west of Laurel Lane are consolidated, developed, and owned by a single entity.

NEAR-TERM IMPROVEMENTS

The following near-term improvements are identified for Laurel Lane and the I-84 ramps.

A). Laurel Lane Widening (Yates Lane to I-84 Westbound Ramp Terminal)

Laurel Lane will be widened to include a center turn lane between Yates Lane and the I-84 Westbound ramp terminal. A 16' wide center turn lane will allow left-turning vehicles on Laurel Lane to wait for a gap in traffic to make their turn without impeding free flowing through or right-turning traffic; thereby improving operations and reducing the likelihood of vehicles stacking from one ramp terminal through another. *This improvement would be constructed when one of the ramp terminal intersections along this section of Laurel Lane fails to meet its operational standard or when the 95th-percentile queue from one intersection stacks in front of another.*

B). I-84 Ramp Improvements

The I-84 eastbound and westbound on- and off-ramps do not meet current acceleration and deceleration design standards. These ramps will be lengthened to provide additional room for vehicles to accelerate when entering the freeway and to decelerate when exiting the freeway. The extensions will improve safety on I-84 and at the ramp terminal intersections. *The ramp improvements will be constructed in conjunction with future I-84 mainline resurfacing projects.*

C). Laurel Lane Sight Distance Improvements

To improve intersection sight distance at the Laurel Lane/Yates Lane intersection, existing embankment will be re-graded. The embankments alongside Laurel Lane will be excavated to provide approximately 355 feet of intersection sight distance for southbound left-turning vehicles from Laurel Lane onto Yates Lane and 610 feet of intersection sight distance for westbound approach vehicles on Yates Lane approaching Laurel Lane. *This improvement will be conditioned upon the approval of new development on Yates Lane that generates 25 or more daily trips.*

LONG-TERM IMPROVEMENTS

Long-term improvements to the transportation system involve developing new connections to the properties immediately south of the interchange to improve access spacing and operations along Laurel Lane.

D). Yates Lane Access Connection

A new connection to Yates Lane from Laurel Lane will be constructed (at City Collector standards) just north of the existing BPA transmission easement. The existing Yates Lane intersection will remain as a

right-in/right-out access. *This improvement will be warranted when the southbound left-turn 95th-percentile queue backs up to the I-84/Laurel Lane eastbound ramp terminal.*

E). Laurel Lane Realignment

To support long-term commercial growth on the south side of the interchange, Laurel Lane will be realigned within the sight distance grading identified under Project "C" to improve the horizontal and vertical alignment. *The need for the realignment will be triggered by the need for the new Yates Lane connection described in Project "D."*

F). Near-Term SW Quadrant Access

To serve potential future development in the southwest quadrant of the interchange, a new access to Laurel Lane (constructed at City Collector standards) will be provided across from Yates Lane.

G). Long-Term SW Quadrant Access

A new Collector street connection will be constructed off of Laurel Lane just north of the BPA power transmission easement to provide access to the parcels in the southwest quadrant of the interchange. *The need for this improvement is dependent upon additional development within the southwest quadrant of the interchange and the operational threshold of Project "F". When this connection is made, the near-term access described in Project "F" will be restricted to right-in/right-out access.*

POSSIBLE EXCEPTIONS/DEVIATIONS FROM STANDARDS

The deviations that will be required for the IAMP transportation improvement plan are related to the access spacing standards outlined under Oregon Administrative Rule 734, Division 51 and the Oregon Highway Plan (OHP). These deviations are discussed in the access management subsection below.

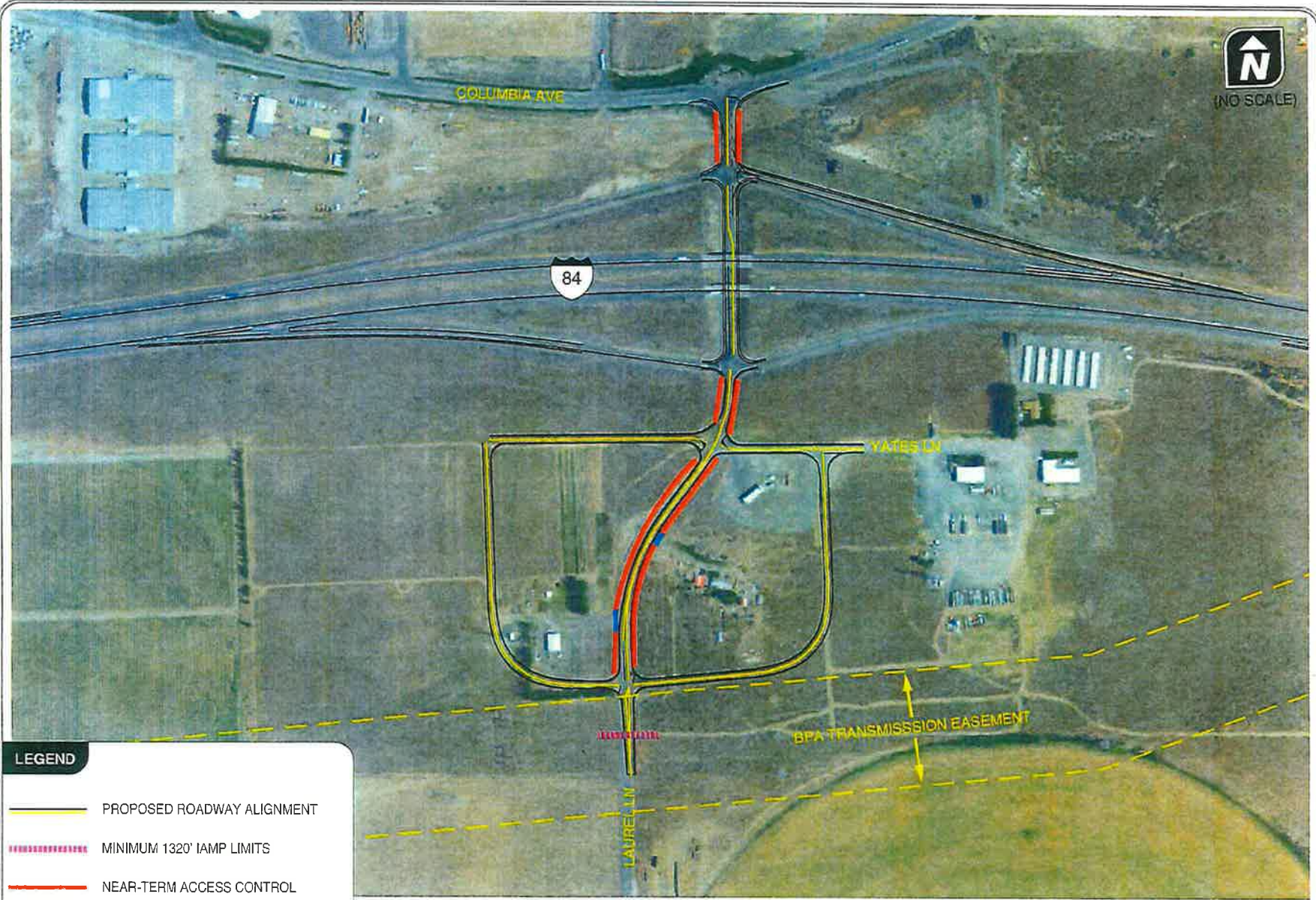
Access Management Plan

Access locations within the IMSA were evaluated based on ODOT's Division 51 Access Management standards and an assessment of traffic operations and safety as described in Action 3C.3 of the 1999 Oregon Highway Plan. Accordingly, the Access Management Plan (AMP) will preserve the operational integrity and safety of the interchange and primary roadways (e.g. Laurel Lane) serving it, while maintaining viable access to all parcels in the IMSA. The AMP contains a plan for actions to be taken on a City of Boardman roadway (i.e., Laurel Lane) and adopted into the City's TSP.





An AMP is identified for near- and long-term timeframes. The overall AMP is illustrated in Figure 7-3. Justification is also provided for locations where deviations from ODOT's access management standards



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LEGEND

-  PROPOSED ROADWAY ALIGNMENT
-  MINIMUM 1320' IAMP LIMITS
-  NEAR-TERM ACCESS CONTROL
-  LONG-TERM ACCESS CONTROL

**PORT OF MORROW IAMP ACCESS MANAGEMENT PLAN
BOARDMAN, OREGON**

**FIGURE
7-3**

are necessary. Access management will be implemented as part of ODOT and City project development and delivery processes or as future land use actions occur.

GENERAL ACCESS MANAGEMENT IMPLEMENTATION

Under ODOT's current access management policy, the 1999 Oregon Highway Plan stipulates that the desired distance between an interchange ramp terminal and the first full approach (public or private) on the crossroad should be a minimum of 1,320 feet (¼-mile). The first right-in/right-out access should be a minimum of 750 feet from the ramp terminal. Currently, there are three (3) private and three (3) public approaches within 1,320 feet of the interchange ramp terminals, as was previously documented in Figure 4-6.

EXISTING PRIVATE APPROACH POLICY

ODOT guarantees Access Permit protection, as allowed within ORS 374.305 & 310, to all existing private accesses. Each will remain a valid access as long as the existing uses remain on property/site and there is no capital improvement project that would trigger review of the access (per OAR 734.051.0285). An access evaluation will be required when any of the following land use actions leads to a peak hour increase in 50 trips or more over the prior use, a daily increase of 500 trips or more over the prior use, or the increase represents a 20 percent or more increase in trips on a typical day/peak hour; if there is an identified safety or operational problem related to the approach; if the approach does not meet sight distance requirements; or if the daily traffic using the approach increases by 10 or more vehicles with a gross vehicle weight equal to or greater than 26,000 pounds:

- Modifications to existing zoning,
- Changes to plan amendment designations;
- Construction of new buildings;
- Increases in floor space of existing buildings;
- Division or consolidation of property boundaries;
- Changes in the character of traffic using the driveway/approach;
- Changes to internal site circulation design or inter-parcel circulation; or
- Reestablishment of a property's use (after discontinuance for four years or more that trigger a Traffic Impact Assessment as defined below) that occurs on the parcels served by the approaches.

In general, the types of improvements identified for accesses within the IMSA include:

- Modifying, mitigating, consolidating, or removing existing approaches pursuant to an access management plan as part of the highway project development and delivery process (OAR 734-051);
- Improving traffic safety and operations by improving the local street network to provide alternate access and reduce conflict points; and,
- Restricting highway access but improving local roadway access by introducing shared access, cross-over easements, and/or consolidated access when separate parcels are assembled for redevelopment, and access via collector or local streets.

The time period over which the following measures will be implemented will depend on the rate of redevelopment within the IMSA and when the transportation improvement plan projects identified previously are constructed. As each parcel redevelops, or upon capital improvement, accesses will be evaluated to determine how they will be modified in order to move in the direction of meeting the access spacing standards and long-term vision of driveway consolidation while still providing access as defined in OAR 734-051.

ACCESS MANAGEMENT

Figure 7-3 illustrates the AMP for the IMSA. The AMP is divided into two timeframes: near-term and long-term. The near-term plan is to not allow new access to Laurel Lane within the ¼-mile limits, except in the southwest quadrant where it may be the only feasible access point for those properties in the near-term. Long-term, the current Yates Lane access will be restricted to right-in/right-out access only, as would any access constructed opposite from it, when the new connections shown in Figure 7-3 are built. As the other properties along this section of Laurel Lane develop, their access will be provided off of either the new Yates Lane collector street or the new southwest quadrant collector street and not on Laurel Lane. The long-term plan would be implemented once the long-term improvements are constructed.

DEVIATIONS TO THE DIVISION 51 ACCESS MANAGEMENT STANDARDS

Six accesses will not meet the applicable OAR Division 51 access spacing standard. A deviation is required under the provisions of OAR 734-51-0135(3) as described below. These deviations will be reviewed by the Region Access Management Engineer. Under the provisions of OAR 734-51-0135(3), the Region Access Management Engineer may approve a deviation if:

- (a) *Adherence to spacing standards creates safety or traffic operation problems;*

(b) The applicant provides a joint approach that serves two or more properties and results in a net reduction of approaches to the highway;

(c) The applicant demonstrates that existing development patterns or land holdings make joint use approaches impossible;

(d) Adherence to spacing standards will cause the approach to conflict with a significant natural or historic feature including trees and unique vegetation, a bridge, waterway, park, archaeological area, or cemetery;

(e) The highway segment functions as a service road;

(f) On a couplet with directional traffic separated by a city block or more, the request is for an approach at mid-block with no other existing approaches in the block or the proposal consolidates existing approaches at mid-block; or

(g) Based on the Region Access Management Engineer's determination that:

(A) Safety factors and spacing significantly improve as a result of the approach; and

(B) Approval does not compromise the intent of these rules as set forth in OAR 734-051-0020 (Which states: The purpose of Division 51 rules is to provide a safe and efficient transportation system through the preservation of public safety, the improvement and development of transportation facilities, the protection of highway traffic from the hazards of unrestricted and unregulated entry from adjacent property, and the elimination of hazards due to highway grade intersections.)

The following is a description of the justification for deviation for each of the public accesses requiring a deviation.

Public Access to Columbia Avenue

A deviation to the access spacing requirements identified in OAR Division 51 is required at the Columbia Avenue/Laurel Lane intersection, which is located approximately 275 feet north of the I-84 Westbound ramp terminal, as shown in Figure 7-3. As was mentioned above, a deviation may be approved if:

(a) Adherence to spacing standards creates safety or traffic operation problems

Response: The Columbia Avenue approach cannot be moved further away due to existing development patterns. Removing the connection would force all POM related traffic to utilize the Boardman interchange, which would cause traffic operations issues at that interchange.

Public Access to Yates Lane

A deviation to the access spacing requirements identified in OAR Division 51 is required at the Yates Lane/Laurel Lane intersection, which is located approximately 225 feet south of the I-84 Eastbound ramp terminal, as shown in Figure 7-3. The approach will be restricted to right-in/right-out access only. As was mentioned above, a deviation may be approved if:

(b) The applicant provides a joint approach that serves two or more properties and results in a net reduction of approaches to the highway

Response: Yates Lane and any future road built opposite it will serve multiple properties via the new connections described in Table 7-1. This will allow other access points to be consolidated onto the new connections and utilize this approach.

Public Access to the Yates Lane Collector and the SW Quadrant Collector

A deviation to the access spacing requirements identified in OAR Division 51 is required where the new connecting roadways identified in Table 7-1 and shown in Figure 7-3 access Laurel Lane. This new intersection will be approximately 1,200 feet south of the I-84 Eastbound ramp terminal. As was mentioned above, a deviation may be approved if:

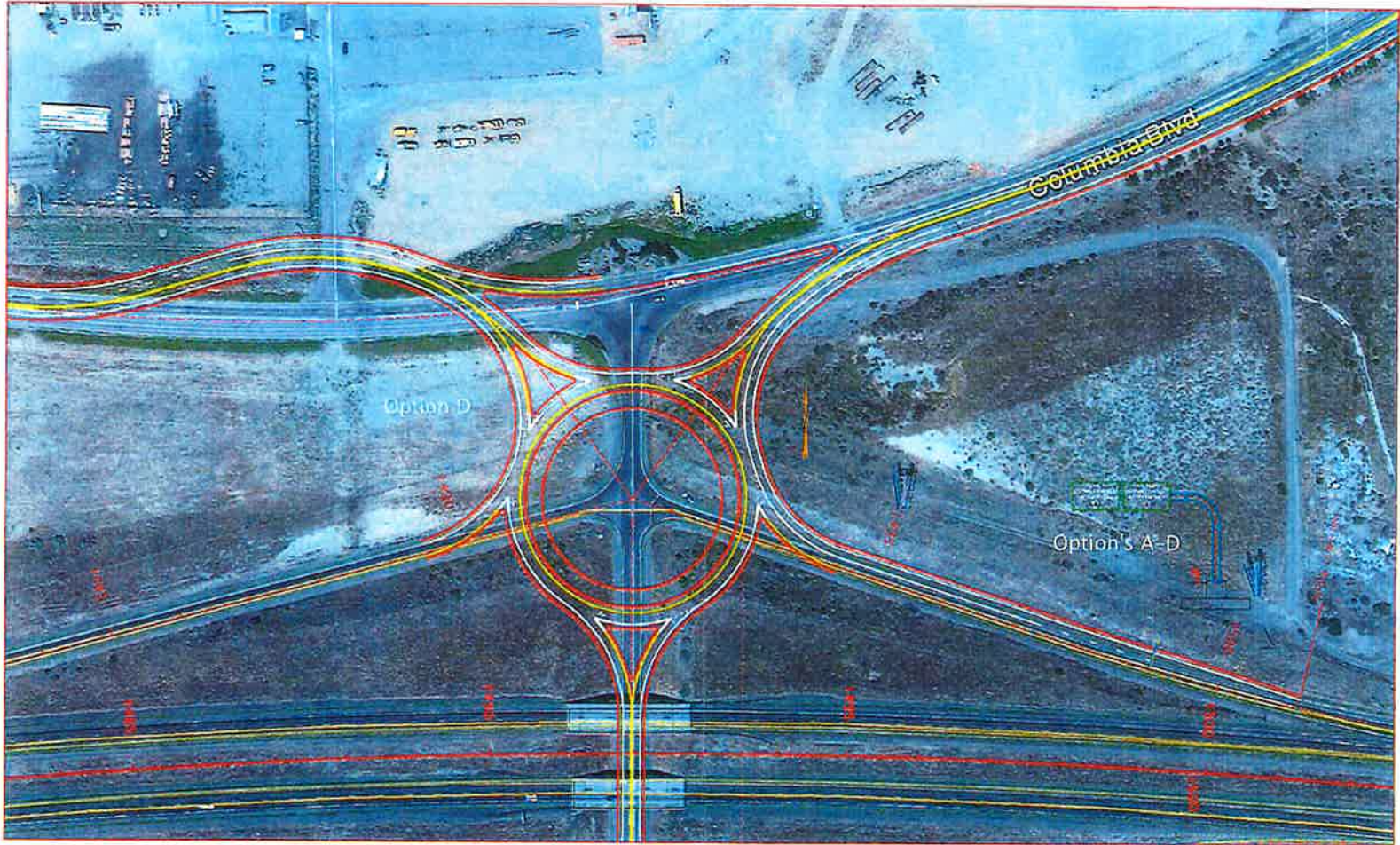
(b) The applicant provides a joint approach that serves two or more properties and results in a net reduction of approaches to the highway

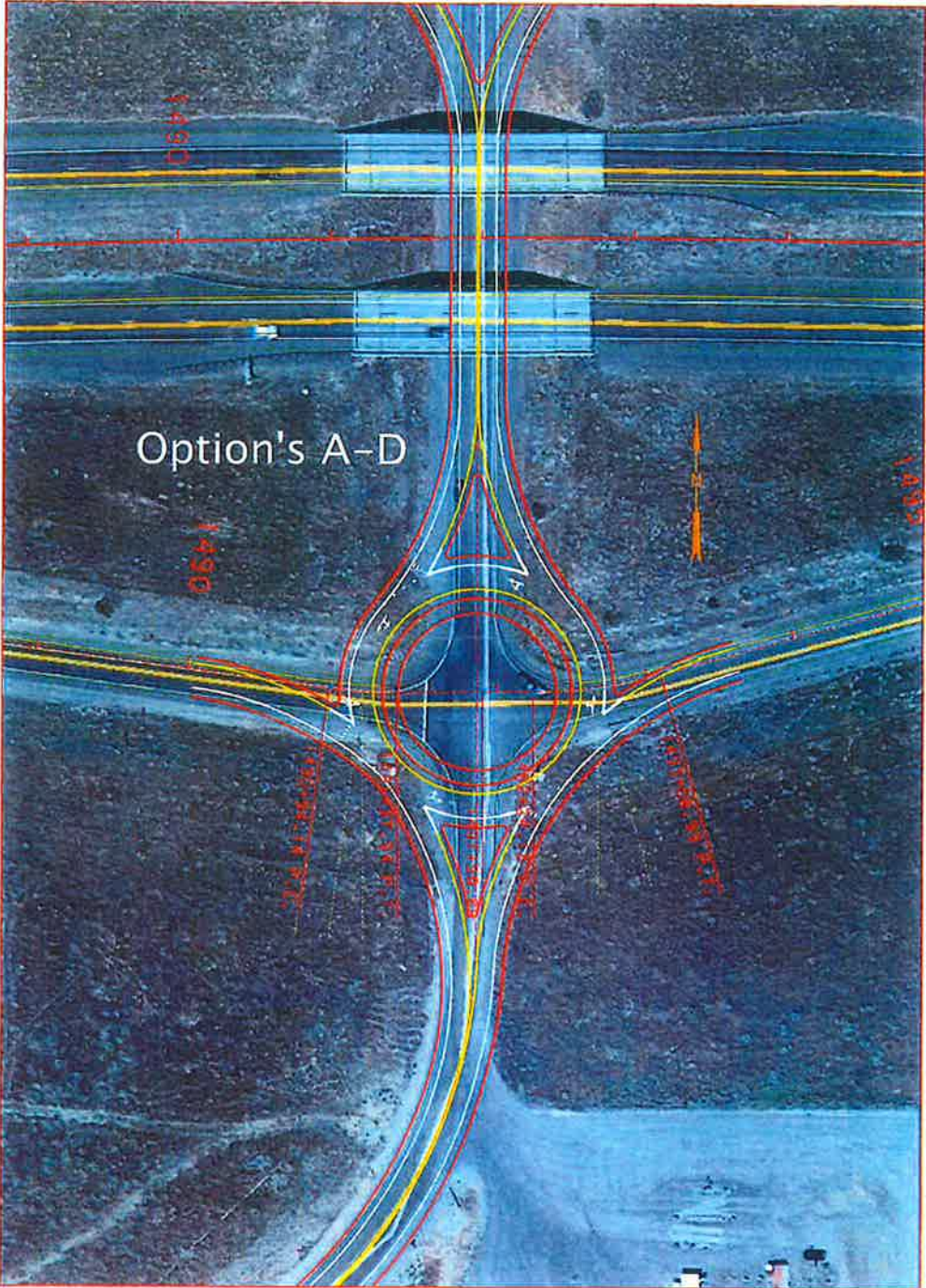
Response: The new connections will allow other access points to be consolidated onto them and utilize this approach and the Yates Lane right-in/right-out access.

(d) Adherence to spacing standards will cause the approach to conflict with a significant natural or historic feature including trees and unique vegetation, a bridge, waterway, park, archaeological area, or cemetery

Response: The new access cannot be placed further south due to the presence of transmission lines.







Option's A-D

1490

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

(For BOC Use) Item # 6f

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

Staff Contact: Darrell Green

Phone Number (Ext):

Department:

Requested Agenda Date: 6/26/2019

Short Title of Agenda Item: **Updated Travel Policy**

This Item Involves: (Check all that apply for this meeting.)	
<input type="checkbox"/> Order or Resolution	<input type="checkbox"/> Appointments
<input type="checkbox"/> Ordinance/Public Hearing:	<input type="checkbox"/> Update on Project/Committee
<input type="checkbox"/> 1st Reading <input type="checkbox"/> 2nd Reading	<input type="checkbox"/> Consent Agenda Eligible
<input type="checkbox"/> Public Comment Anticipated:	<input checked="" type="checkbox"/> Discussion & Action
Estimated Time:	Estimated Time: 5 minutes
<input type="checkbox"/> Document Recording Required	<input type="checkbox"/> Purchase Pre-Authorization
<input type="checkbox"/> Contract/Agreement	<input type="checkbox"/> Other

<input type="checkbox"/> N/A	<u>Purchase Pre-Authorizations, Contracts & Agreements</u>
Contractor/Entity:	
Contractor/Entity Address:	
Effective Dates – From:	Through:
Total Contract Amount:	Budget Line:
Does the contract amount exceed \$5,000? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

Reviewed By:

_____	Department Head	Required for all BOC meetings
DATE		
Darrell J Green	Admin. Officer/BOC Office	Required for all BOC meetings
6/20/2019		
DATE		
_____	County Counsel	*Required for all legal documents
DATE		
_____	Finance Office	*Required for all contracts; other items as appropriate.
DATE		
_____	Human Resources	*If appropriate
DATE		

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

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

AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

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

After forwarding the new adopted Travel Policy to all of the Directors, I received an email from Patricia Hughes with some suggestions. Please see attached email for her suggestions and my response. I have also attached the updated Travel Policy.

2. FISCAL IMPACT:

No impact beyond the Travel Policy approved on April 3, 2019

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

Motion to approve the changes to the Travel Policy.

Attach additional background documentation as needed.

Darrell Green

From: Darrell Green
Sent: Monday, June 10, 2019 11:15 AM
To: Darrell Green; Gayle Gutierrez; Jim Doherty; John Bowles; Justin Nelson; Karmen Carlson; Matt Scrivner; Melissa Lindsay; Mike Gorman; Roberta Lutcher; Sheree Smith
Subject: FW: new travel policy
Attachments: Draft Travel update_.docx

Hello Travel TEAM,

Patricia Hughes has made some valid points to update our Travel policy before it goes into effect on July 1st. Paragraph 3, page 1- I struck out 24 cents and added if there is not a County vehicle available. Her copy of the Personnel Policies was different than mine. I do think this brings more clarity to the reimbursement when using a personal car. Paragraph 4 page 2- I corrected the spelling error and explained to Patricia the travel reimbursements outside of the county was a catch all and there was an incident that required this statement. I did not go into details about the situation. Paragraph 1, page 3- I updated the link based on her recommendation. It is easier to navigate.

On an later email, Patricia had concerns about not stating the gratuity should be 15%. She gave an example of paying \$10 for lunch, which means they could leave a \$4 tip. 'Is that really what we want.' I praised her for thinking this way! I let her know that we should expect our employees to do the right thing. I did not make any changes.

Please reply to this email by Thursday, if you are or are not in favor of these changes. If we make the changes, this will give me time to put it on the 6/19 BoC agenda for approval.

Thank you!

Darrell

From: Patricia Hughes <phughes@co.morrow.or.us>
Sent: Thursday, May 23, 2019 10:01 AM
To: Darrell Green <dgreen@co.morrow.or.us>
Subject: new travel policy

Good morning Darrel,

Mike suggested I contact you with my comments about the new travel policy.

Paragraph 3 on Page 1:

It appears that if we take our personal car, that we only get reimbursed for 50% IRS mileage, whether it is for our convenience or because there is not a car available. In the past, we have gotten the full mileage amount if there was not a car available. This is would happen very seldom that there would not be a car available, but it was my understanding that this part of the policy was not supposed to change.

Paragraph 4 on Page 2:

Employee (spelling error). I was wondering why there ever be reimbursement coming from outside of the county? It was explained to me that possibly the state or some other entity might actually reimburse a person for their expenses

for training. In the event that maybe someone got training where travel reimbursements were paid by some entity outside of the county, why or how would the county administrator have any authority to approve that reimbursement?

Paragraph 1 on page 3

The link you have provided is way complicated to burrow in and find the rates. The one on the 2016 travel policy on the shared drive is much more user friendly and easier to figure out where you need to be. <http://www.gsa.gov/portal/category/100120>

I hope you will give this some consideration.

Patricia Hughes
Morrow County Assessment & Tax Office
541-676-5628

SECTION 3.5 TRAVEL

The purpose of this policy is to provide guidelines for the reimbursement of necessary, out-of-pocket expenses incurred in the course of an employee's job performance. Morrow County hereby adopts an "accountable plan" whereby: 1) all expenses must have a business connection, 2) expenses must be substantiated, and 3) unspent amounts must be returned. It is the intent of this policy that travelers will select the lodging, meals, and method of transportation most economical to the county.

A. Transportation & Mileage - Travel must be over the most direct and usually traveled route. If an employee travels by an indirect route for personal convenience or interrupts travel by a direct route, the employee will bear the extra expense. Travel between home and the workplace is not reimbursable for employees. Mileage will normally be claimed from an employee's workplace. Travel may be requested from an employee's home, rather than from the workplace if it is economically beneficial to Morrow County.

If two or more people ride together, only one may be reimbursed for travel mileage.

Travel of employees on official business shall whenever possible and practical, be by County-owned vehicle. Travel is reimbursed for private auto use on work-related matters **at the IRS per mile rate if there is not a County vehicle available.** Reimbursement is available for employees (elected and non-elected), and members of various boards and commissions if travel has been approved and budgeted by that board or commission. Employees who have a county vehicle available to them, and choose to use their private auto for personal convenience will be reimbursed at 50% of the IRS per mile rate. Employees must furnish a record of where, when and why they traveled on business in order to receive the mileage allowance. The employee or board or commission member will be responsible for ensuring that sufficient accident and injury insurance coverage exists on their private auto to cover the employees' liability for accident or injury.

Out-of-State Travel

Due to the expense, out-of-state travel (defined as traveling beyond Oregon, Washington, and Idaho) should be rare and should be undertaken only when there is no viable in-state alternative. All out-of-state travel requires advance notice either during the Budget process or presented to the Board of Commissioners 30 days in advance of the travel date, or as soon as you have been notified of expected travel plans. Emergency out-of-state travel by Sheriff's Office or District Attorney's Office personnel for official law enforcement or prosecutorial business, including but not limited to prisoner extradition or witness interviews may be approved by the Sheriff or District Attorney with notice to the county administrator and with no further approval required.

Requests for out-of-state travel will be considered on a case-by-case basis. In general, out-of-state travel shall be approved under the following circumstances:

- It is for training that is directly related to an employee's essential job functions and no comparable training is available in-state or is not provided in-state in a timely manner.
- It is for continuing education or accreditation required for a professional license or

certification an employee must maintain and no comparable programs are available in-state or are not provided in-state in a timely manner.

- It is for an annual conference of a professional association that provides unique training or educational opportunities for an employee who is a member of the association.
- It is for the furtherance of Morrow County interests before other government agencies with legislative or financial control over matters expected to impact Morrow County.

Use of private or rental airplanes must be authorized by a member of the Board of Commissioners.

Use of other modes of public transportation (commercial airplanes, taxis, buses, rental cars, railways, shuttles, etc.) is reimbursed at actual cost. Employees will select the class of transportation most economical to the county. Receipts must be provided to receive reimbursement.

Any and all **employee** travel must be authorized by their Department Director or Elected Official. Travel reimbursements paid from outside of Morrow County may be approved with notice to the County Administrator.

Drivers of County-owned vehicles shall obey all traffic and speed laws. No alcoholic beverages shall ever be carried in a County-owned vehicle except as required for evidence by law enforcement officials.

County-owned vehicles shall not be used for private purposes.

B. Commissioner Vehicle Policy - A County-owned vehicle may be assigned to each member of the Board of Commissioners. County-owned vehicles that are assigned to individual Commissioners under this Section shall be used for County business purposes only and may be parked overnight at a County owned facility or at the residence of the assigned Commissioner. If a County-owned vehicle is parked at the residence of a Commissioner, the Commissioner shall sign a written statement acknowledging that the vehicle will be used solely for business purposes. The Commissioner shall keep a record of each vehicle trip that details the date, purpose of the trip, and miles traveled in order to document that the vehicle was used solely for County business purposes.

C. Meals - Receipts for meals are required and must be attached to the claim form for reimbursement or payment. Receipts shall show the detail of services purchased or written explanation by the employee.

If two or more employees are attending a function outside of Morrow County, one employee can pay for another employee's meal and turn in both for reimbursement or payment. The cost of each meal should be clearly broken out.

When traveling outside of Morrow County, meal expenses will be allowed for travel that is both out-of-county and overnight, and for meals not provided by the conference, training, meeting or hotel. Request for payment or reimbursement and the associated agenda shall be incorporated in the Travel Expense Reimbursement Claim Form. Employees shall follow the U.S. General Services Administration (GSA) guidelines for breakfast, lunch, and dinner only. GSA rates include gratuity. Claims in excess of GSA rates will be at the employee's expense. Link to GSA rates; <http://www.gsa.gov/portal/category/100120>.

When the travel period is less than 24 hours, the following guidelines shall be used for payment or reimbursement.

- 1) Breakfast - if departing prior to 7:00 a.m., or returning after 8:00 a.m.
- 2) Lunch - if departing prior to 12:00 noon, or returning after 1:00 p.m.
- 3) Dinner - if departing prior to 6:00 p.m., or returning after 7:00 p.m.

When travel is overnight, the County will reimburse or pay up to the total daily meal rate maximum allowed by GSA, unless a meal is sponsored by the conference, training meeting for that day.

1. **When traveling in County:** Meal expenses will be reimbursed by the County only as provided in this section.
 1. **Directly Related.** The meal is combined with the conduct of County business, County business is actually conducted during the meal period, and there is more than a general expectation that some County benefit will be derived from the combined business and meal meeting; or
 2. **Trade/Professional Meeting.** The meal is directly related to and necessary for attending a meeting, conference or convention of a chamber of commerce, business league or a trade/professional association.

Reimbursement or payment requests must be submitted within 30 days of expenditure, and include original detailed receipts, documentation of the business purposes of the meal, and a list of those attending the meal. GSA meal guidelines shall be followed.

Alcoholic beverages are not allowable expenses.

D. Lodging - Lodging costs are allowed when county business requires an overnight stay. Receipts for lodging are required and must be attached to the claim for reimbursement.

E. Travel Time - Employees required to travel away from the home community in the performance of their duties will be compensated for travel time as work time, whether driving or a passenger. The expense and demands on the employee of travel time may be mitigated by flexing a normal work schedule to accommodate travel time.

F. Miscellaneous - Receipts are required for miscellaneous items such as bridge tolls, parking fees, phone calls (for county business), fax charges, etc. Reimbursement is not allowed for entertainment or incidental expenses.

G. Elected Officials - Whenever a person is duly elected to fill the position of a County elected official but has not yet taken office, their expenses while traveling on authorized County business may be paid or reimbursed by the County in accordance with these policies.

Any exceptions to the travel policy must be approved by the Board of Commissioners

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

IN THE MATTER OF)
 APPROPRIATIONS FOR FISCAL) RESOLUTION NO. R-2019-15
 YEAR BEGINNING JULY 1, 2018)

BE IT RESOLVED that the amounts shown below are hereby appropriated for the fiscal year beginning July 1, 2018, for the following purposes:

	<u>Current</u> <u>Appropriations</u>	<u>Increase</u> <u>(Decrease)</u>	<u>Amended</u> <u>Budget</u>
<u>GENERAL FUND</u>			
Health Dept.	\$ 1,415,619	13,000	1,428,619
Emergency Management Dept.	\$ 33,022	22,000	55,022
Public Works-Admin.	\$ 689,736	500	690,236
Transfer Station-North	\$ 91,925	8,500	100,425
Computer	\$ 199,150	5,000	204,150
Non-Departmental	\$ 4,621,803	300,000	4,921,803
Total Increase/(Decrease) General Fund	\$ 7,051,255	\$ 349,000	\$ 7,400,255
<u>FAIR FUND</u>			
Fair Fund	\$ 207,396	2,000	209,396
Total Increase/(Decrease) County School Fund	\$ 207,396	\$ 2,000	\$ 209,396
<u>CAMI FUND</u>			
Materials & Services	\$ 31,108	3,000	\$ 34,108
Total Increase/(Decrease) Cami Grant Fund	\$ 31,108	\$ 3,000	34,108
Total APPROPRIATIONS, All Funds			\$ 36,217,360
Total Unappropriation and Reserve Amounts, All Funds			\$ 4,007,032
TOTAL ADOPTED BUDGET			\$ 40,224,392

Dated this 26th day of June, 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

PACKET: 00130-Bdgt R-2019-15

BUDGET CODE: CB-Current Budget

FUND ACCOUNT	DATE	DESCRIPTION	ADJUSTMENT	ORIGINAL BUDGET	PREVIOUS ADJUSTMENTS	NEW BUDGET	BUDGET BALANCE

Budget Adj. # 000286							
101 100-3-10-9002	6/26/2019	Budget R-2019-15	36,000.00	8,318,580.00-	150,200.00	8,504,780.00-	130,325.64
		TAXES NECESSARY TO BAL BU					
		DEPT: NON-DEPARTMENTAL					
101 117-5-20-3770	6/26/2019	Budget R-2019-15	22,000.00	0.00	0.00	22,000.00	0.00
		KINZUA BLDG LEASE					
		DEPT: EMERGENCY MANAGEMENT					
101 120-5-20-2110	6/26/2019	Budget R-2019-15	500.00	5,000.00	600.00	6,100.00	549.59
		OFFICE SUPPLIES, STATIONARY					
		DEPT: PUBLIC WORKS ADMIN					
101 122-5-10-1001	6/26/2019	Budget R-2019-15	6,500.00	7,280.00	4,500.00	18,280.00	1,506.16
		ATTENDANT					
		DEPT: NORTH TRANSFER STATION					
101 122-5-40-4402	6/26/2019	Budget R-2019-15	2,000.00	40,000.00	0.00	42,000.00	814.07
		EQUIPMENT					
		DEPT: NORTH TRANSFER STATION					
101 125-5-20-3732	6/26/2019	Budget R-2019-15	5,000.00	25,000.00	0.00	30,000.00	17.49-
		PROGRAM MAINTENANCE					
		DEPT: COMPUTER					
101 114-3-30-3500	6/26/2019	Budget R-2019-15	13,000.00	0.00	0.00	13,000.00-	13,000.00-
		WILDHORSE FOUNDATION GRANT					
		DEPT: HEALTH DEPARTMENT					
101 114-5-40-4402	6/26/2019	Budget R-2019-15	13,000.00	0.00	30,000.00	43,000.00	43,000.00
		OFFICE EQUIPMENT					
		DEPT: HEALTH DEPARTMENT					
101 199-3-30-3625	6/26/2019	Budget R-2019-15	300,000.00	1,450,000.00-	500,000.00	2,250,000.00-	197,643.46-
		OHA RBASE PASS THRU - CCS					
		DEPT: NON-DEPARTMENTAL					
101 199-5-50-5500	6/26/2019	Budget R-2019-15	300,000.00	1,450,000.00	500,000.00	2,250,000.00	324,124.31
		PNFP-MORROW WHEELER B. H.					
		DEPT: NON-DEPARTMENTAL					
214 300-3-40-4741	6/26/2019	Budget R-2019-15	2,000.00	5,000.00-	0.00	7,000.00-	6,221.05
		GATE RECEIPTS-FAIR					
		DEPT: FAIR					
214 300-5-10-1001	6/26/2019	Budget R-2019-15	2,000.00	16,714.00	0.00	18,714.00	517.75-
		SECRETARY					
		DEPT: FAIR					
223 111-3-30-3569	6/26/2019	Budget R-2019-15	3,000.00	30,033.00-	0.00	33,033.00-	25,580.52
		CAMI GRANT					
		DEPT: DISTRICT ATTORNEY					

PACKET: 00130-Bdgt R-2019-15

BUDGET CODE: CB-Current Budget

FUND ACCOUNT	DATE	DESCRIPTION	ADJUSTMENT	ORIGINAL BUDGET	PREVIOUS ADJUSTMENTS	NEW BUDGET	BUDGET BALANCE

Budget Adj. # 000286							
223 111-5-20-2130	6/26/2019	Budget R-2019-15	3,000.00	14,405.00	0.00	17,405.00	4,158.49-
		INVESTIGATIVE EXPENSES					
		DEPT: DISTRICT ATTORNEY					
		PACKET NOTES:					
			TOTAL NO. ADJUSTMENTS--REVENUE:		5	354,000.00	
			TOTAL NO. ADJUSTMENTS--EXPENSE:		9	354,000.00	
			TOTAL IN PACKET--			<u>708,000.00</u>	

*** BUDGET DEFICIT WARNINGS ***

FUND ACCOUNT	NAME	BALANCE
101 125-5-20-3732	PROGRAM MAINTENANCE	17.49-
214 300-5-10-1001	SECRETARY	517.75-
223 111-5-20-2130	INVESTIGATIVE EXPENSES	4,158.49-
TOTAL WARNINGS:	3	

*** NO ERRORS ***

*** END OF REPORT ***

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

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

Our contract with Community Counseling Solutions (CCS) for funding mental health services from the Oregon Health Authority (OHA) for the 2017-2019 biennium will expire this month. We have not received the 2019-2021 biennium agreement from OHA at this time.

I would suggest we extend the current contract with CCS for 30 days to allow time to receive and review the OHA IGA.

This would also allow time, at the direction of the Board, for staff to review our current contract with CCS to determine if any changes are necessary.

Based on the 2006 RFP by Morrow County, Morrow County has the right to extend the contract if it was determined to be in the best interest of the county without issuing an RFP.

I have attached our current contract with CCS and a memo from County Counsel in reference to the 2006 RFP and extending the contract with CCS.

2. FISCAL IMPACT:

None at this time

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

Motion to extend our current contract with Community Counseling Solutions for 30 days, July 31 2019.

Attach additional background documentation as needed.

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

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

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

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

WHEREAS, County has entered into the 2017 – 2019 County Financial Assistance Contract with the Oregon Health Authority, hereinafter referred to as "OHA," to receive funding to obtain necessary services by contracting with a provider of said services; and

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

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

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

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

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

A. PROVIDER REPRESENTATIONS

- 1 Proof of Certification: Provider shall submit to County all necessary licenses, certificates and letters of approval relating to Provider's qualifications to perform the services which are to be provided under the terms of this Agreement.
- 2 Compliance with Regulations: Provider agrees to comply with the rules and regulations of County and with the applicable provisions of the Administrative Rules and Procedures of Federal and State law relating to Provider's performance of services under this Agreement.

- 3 Independent Contractor: Provider agrees that it is an independent contractor and not an agent of the State of Oregon, Department, or County.
- 4 Legal Compliance: Provider shall comply with all applicable federal, state, and local laws including, but not limited to, all applicable federal and state statutes, rules and regulations.
- 5 Hold Harmless: Provider shall defend, save, and hold harmless that State of Oregon, Department, County, and their officers, employees, and agents from and against all claims, suits, actions, losses, damages, liabilities, costs, and expenses of any nature whatsoever resulting from, arising out of or relating to the operations of Provider, including, but not limited to, the activities of Provider of its officers, employees, subcontractors or agents under this Agreement.
- 6 Automobile Insurance: Provider shall obtain, at Provider's expense, and maintain in effect with respect to all occurrences taking place during the term of this Agreement, automobile liability insurance with a combined single limit per occurrence of not less than \$500,000.
- 7 Liability Insurance: Provider shall obtain, at Provider's expense, and maintain in effect with respect to all occurrences taking place during the term of this Agreement, comprehensive or commercial general liability insurance coverage, bodily injury and property damage. This insurance shall include personal injury coverage and contractual liability coverage for the indemnity provided under this Agreement. The combined single limit per occurrence shall not be less than \$1,000,000 or the equivalent. Each annual aggregate limit shall not be less than \$1,000,000 when applied.
- 8 Workers' Compensation Insurance: Provider, its subcontractors, if any, and all employers providing work, labor or materials under this Agreement are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all their workers. This shall include employers' liability insurance with coverage limits of not less than \$100,000 each incident. Providers who perform the work without the assistance of labor or any employee need not obtain such coverage.
- 9 Certificate of Insurance: Provider shall name the State of Oregon, Department, County and their divisions, officers and employees as additional insureds on any insurance policies required herein with respect to Provider's activities performed under this Agreement. Such insurance shall be evidenced by a certificate of insurance, issued by an insurance company licensed to do business in the State of Oregon and shall contain a 30-day notice of cancellation endorsement. Provider shall forward a copy of the certificate(s) of insurance to County prior to commencement of services under this Agreement. Additionally, in the event of unilateral cancellation or restriction by Provider's insurance company of any insurance coverage required herein, Provider shall immediately notify County orally of the cancellation or restriction and shall confirm the oral notification in writing within three days of notification by the insurance company to Provider.

- 10 Non-discrimination: Provider shall make available such necessary mental health services to the citizens of County without discrimination based upon age, sex, race, color, creed, national origin, marital status or physical/mental disabilities.
- 11 Other Contracts: Provider may make contracts with such other corporations or individuals as can effectively provide portions of the community mental health program, and monitor these contracts to assure contract compliance, adequacy of services and compliance with applicable county, state and federal laws and regulations.
- 12 Financial Audit: Provider shall provide County with a financial review providing County specific supplementary information in relation to financial statements as a whole.

B. PROVIDER COVENANTS

- 1 Financial Assistance Contract: Provider shall comply with all applicable provisions of that certain 2017-2019 County Financial Assistance Contract, between the State of Oregon acting by and through its Oregon Health Authority and Morrow County. Provider shall specifically comply with the relevant portions of said Contract, which are attached to this Agreement as Exhibit A.
- 2 Scope of Services: Provider shall comply with the following provisions of ORS 430.630:
 - a. Provide basic services for persons with mental retardation, alcohol abuse, alcoholism, drug abuse and drug dependence;
 - b. Provide services as alternatives to state hospitalization, when needed and approved by Department and subject to the availability of funds;
 - c. Provide services to persons with mental or emotional disturbances, subject to the availability of funds;
 - d. Assume responsibility for psychiatric care in state and community hospitals in certain circumstances; and
 - e. Enter into a written contract concerning the policies and procedures to be followed when a patient is admitted to and discharged from the hospital during the period of hospitalization.

- 3 Report at least semi-annually to the Mental Health Advisory Board and regularly to the Board of Commissioners the types of service provided and the number of people who have received such services, together with such other information as is reasonably requested.
- 4 Service Elements: Provider shall deliver the following Service Elements as per the descriptions in that certain 2015-2017 Financial Assistance Agreement, between the State of Oregon, acting by and through its Oregon Health Authority, and Morrow County, Exhibit B, attached hereto and by this reference incorporated herein.
- 5 Commitment Services: Provider shall carry out the responsibilities of the community mental health program under ORS 426.060 through 426.223 (involuntary treatment). It is understood Provider shall undertake and have the responsibility of preparing petitions and other court documents incidental to the commitment proceedings; provided pre-commitment consultation, evaluation and related services, schedule mental illness hearings in cooperation with the Morrow County Court and provide such further services in the involuntary treatment of individuals after commitment as may be provided on an outpatient basis. The services outlined in this paragraph are to be performed only if there is available funding from the State, County or other sources to enable Provider to provide such services.

C. COUNTY COVENANTS

- 1 Schedule of payment: If any of the funds are received by County, County shall be remitted to Provider upon receipt of funds from Department. This shall occur on a monthly basis.
- 2 Payment of Funds: County shall direct OHA to provide all funds pursuant to this Agreement directly to Provider. County shall provide payment of any funds received from OHA to Provider for services pursuant to this Agreement within ten (10) calendar days following receipt by County of such funds. Any new revenue per Intergovernmental Agreements or modifications for a new service element provided by Provider becomes a part of this Agreement.
- 3 Holding and Transportation: Per ORS 426.241 it will remain the responsibility of County to provide for pre-commitment holding and transportation costs in excess of \$10,000 per year of allegedly mentally ill persons and to provide court personnel, including assistance of the District Attorney at court commitment hearings.
- 4 Maintenance of Effort: Subject to review, and to the procedures contained herein for the refining of the arrangements hereby made for the provisions of mental health services to the citizens of Morrow County, and to the local budget law, County declares its intention

to maintain its funding of mental health services to Provider, subject to availability of Federal, State and County funds.

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

D. TERMINATION

- 1 Termination: All or part of this Contract may be terminated by mutual consent of both parties.

- 2 County Termination: County may terminate all or part of the Contract for cause as follows:

- a. With sixty (60) days notice, if Federal or State regulations are modified or changed in such a way that services are no longer allowable for provision under this Contract.
- b. Upon notice of denial, revocation or non-renewal of any letter of approval, license or certificate required by law or regulation to be held by Provider to provide a service specified under this Agreement.
- c. With sixty 60 days notice if Provider fails to provide services or substantially fails to meet any performance standard as specified by County in this Agreement or subsequent modifications of this Agreement within the time specified herein.
- d. Upon notice, if County has evidence that the Provider has endangered or is endangering the health and safety of clients, staff or the public.
- e. Prior to termination of this Agreement, Provider shall be given a reasonable opportunity to refute the findings and/or to correct the problem within a reasonable time period.

- 3 Recovery of Property: In the event this Agreement is terminated, Provider shall dispose of any property formerly belonging to County in the manner provided for in the Articles of Incorporation of Provider.

E. GENERAL PROVISIONS

- 1 Effective Date: This Contract is effective July 1, 2017. This Contract shall expire on June 30, 2019. While the signing of this contract may occur after July 1, 2017, the effective date as agreed by all parties shall be July 1, 2017.

- 2 Assignment: No portion of this Agreement shall be assigned by Provider without the prior written consent of County.

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

PROVIDER

COMMUNITY COUNSELING SOLUTIONS INC.

Kimberly Lindsay

Date: _____

COUNTY

MORROW COUNTY BOARD OF COMMISSIONERS

ATTEST

County Clerk

Date: _____

Melissa Lindsay, Chair

Don Russell, Commissioner

APPROVED AS TO FORM

Jim Doherty, Commissioner

County Counsel



Office of the County Counsel

P.O. Box 664, Heppner, Oregon 97836
Telephone: (541) 676-5626
Facsimile: (541) 676-5660

Justin Nelson: County Counsel
Richard Tovey: County Counsel

May 25, 2017

TO: Morrow County Board of Commissioners

FROM: Justin Nelson
Morrow County Counsel

RE: Is a new RFP Required for Continued Contract with CCS

Introduction:

When Morrow County received the proposed 2017-2019 IGA for Financing of Community Mental Health Services, the question was raised if any particular RFP or bidding process was needed. Community Counseling Solutions (CCS) (previously named Morrow Wheeler Behavioral Health) has provided mental health services to Morrow County for over 40 years. County administration requested a county counsel review to verify that Morrow County would be able to rely upon the past process to continue issuing new two-year contracts with CCS.

Review:

During the review process CCS and Morrow County Administration located and submitted documentation that a RFP process had been completed in 2006. In 2006 Morrow County submitted a Request for Qualifications for Mental Health Services (RFQ) (Exhibit 1). The RFQ specifically stated that Morrow County was seeking the services "...on a continuing and ongoing basis." The RFQ also specifically stated "The County reserves the right to amend this contract for additional time if it is in the best interest of the County." CCS responded to the RFP (Exhibit 2). On July 26, 2006, the Morrow County Court accepted the proposal from CCS, and had discussions concerning how the State funding would flow to CCS (Exhibit 3). Since the time of the approval of the proposal from CCS, Morrow County have contracted with CCS. The funding received from the State grant flows through Morrow County to CCS.

Conclusion:

The RFP in 2006 made clear that Morrow County was looking for responses from groups interested in providing mental health services in Morrow County on a continuing and ongoing basis. The RFP also was very clear that Morrow County has the right to extend the contract if it was determined to be in the interest

of the County. Morrow County has continued to extend that contract with CCS based upon receiving the grant funding from the State.

It is not required that the contract with CCS continue. The 2014-2016 agreement with CCS was clear that the services provided by CCS are tied to the grant received by the State for the 2014-2016 grant period. The County has several options:

1. Continue with CCS providing mental health services with the same contract terms as the past.
2. Continue with CCS providing mental health services with a review of the contract to determine if any changes are necessary.
3. Request a new proposal process be initiated to determine if there are other organizations that would like to perform the services in Morrow County.
4. Use the grant funding to perform the services by county employees.

Please contact me with any further questions or requests for clarification.

Justin W. Nelson
Morrow County Counsel

ROAD REPORT JUNE 2019

Item #7a

CHIP SEAL PROGRAM: Our road crew spent the first three weeks in June completing our chip seal program. Roads completed are as follows: Alpine, Patterson Ferry, Columbia, Kunze, the west portion of Wilson, the north end of Toms Camp and Peters, Miller and Tower.

RHEA CREEK BRIDGES: The contract portion of the Keene and Snyder bridge deck and guard rail replacement project has been completed. Our crew is currently finishing the approaches to the bridge decks.

PAINT STRIPING & LEGENDS: We have crew members installing torch down legends to the intersections and rail crossings on roads that have been chip sealed. Our paint crew is making preparations to apply fog and center lines.

WINTER ROAD DAMAGE REPAIR: Plans are in place to make final repairs on gravel roads that still have damage from the winter thaw and spring rains. I expect to finish up sometime by the end of July.

PERMITS: Permits applied for during the month of June:

<u>OOE</u>	759	Bombing Range Road	Columbia Basin Electric Co-Op	Utility	Undr. Gmd. Elec.	06/04/2019
<u>OOF</u>	759	Bombing Range Road	Columbia Basin Electric Co-Op	Utility	Undr. Gmd. Elec.	06/04/2019
<u>OOG</u>	759	Bombing Range Road	Columbia Basin Electric Co-Op	Utility	Undr. Gmd. Elec.	06/04/2019
<u>OOH</u>	759	Bombing Range Road	Columbia Basin Electric Co-Op	Utility	Undr. Gmd. Elec.	06/04/2019
<u>OOI</u>	759	Bombing Range Road	Columbia Basin Electric Co-Op	Utility	Undr. Gmd. Elec.	06/04/2019
<u>OOJ</u>	689	Olson Road	Umatilla Electric Co-Op	Utility	Undr. Gmd. Elec.	06/07/2019
<u>246/246a</u>	908	Eighth Road West	Victor Gutierrez c/o Wes Wise Excavation	Approach		06/10/2019
<u>OOK</u>	689	Olson Road	Windwave Communication	Utility	24 - 1.5" Fiberlines	06/12/2019

Parks update June 26 2019

July 2018 fire

This fire took place in July 2018. It burned approximately 500 acres in Morrow and Grant County park with the majority in Morrow County. We are currently waiting for the final fire report from ODF fire investigators.

Logging

In January we had a contract logger come in and salvage log the burned area in Morrow county section of the park. Park staff continue to work on the cleanup of the aftermath of the fire with park owned and rental equipment.

Reforestation

Parks met with ODF Forester on the correct tree selection to replant trees. Parks obligation on a salvage logging operation was 3,120 trees planted in the area of the burn and logging along with removal of deep rutting due to the logging equipment and skid trails. Parks has 360 man hours in planting the trees. ODF came out and inspected and passed the reforestation process.

Opening day weekend

OHV park hosted a poker run sponsored by North West Trail Riders Assoc. with 325 riders in a 30-mile course, this was a very busy weekend. Cutsforth park was extremely busy as was Anson Wright Park.

Parks have been very steady on camping with our guest moving out on Sunday and Monday and new moving in as soon as they move out. We have seen more mid-week users in the last two years and this trend seems to continue.

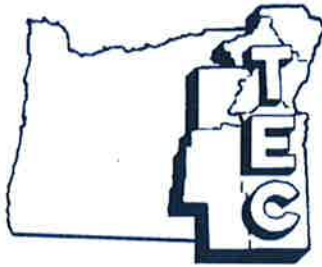
June 22 Parks hosted another poker run put on by OHV EMS, this turnout was smaller with 109 riders. This poker run supports all of the medical supplies at the OHV park. This year we had Three of the four ponds stoked by Fish and Wild life at the OHV Park, one pond at Cutsforth and one pond at Anson Wright. Cutsforth Park hosted a youth fishing derby and Oregon Fish and Wildlife stocked the pond

with trophy fish for the kids. Parks with a lot of help from donations and the Elks club provided prizes and hotdogs and chili for all contestants.

Lunch and Tour

At the conclusion of this meeting we will be serving Hamburgers and salads. We will then conduct a tour of the park for everyone interested.

The tour will take us through the camping and cabin area. Move on to D and E section of the park to see where the new electrical upgrades will be installed, move onto the lake, treatment ponds and shop area. From there we will go out and look at the burned area then continue on to day use. From day use we will head back to the main campground and check out the play area, sawdust pile and the mud pit. The tour will take about an hour and a half and you can expect to get a little dusty.



TRAINING & EMPLOYMENT CONSORTIUM

Solving workforce challenges is our business.

Training and Employment Consortium
PO Box 2979
La Grande, Oregon 97850

June 14, 2019

Morrow County Board of Commissioners
Jim Doherty, Chairperson
Melissa Lindsay, Vice Chairperson
Don Russell, Commissioner

Re: Letter of Invitation to Join Training and Employment Consortium (TEC)

Dear Board of Commissioners:

As the labor market becomes more competitive and complex, Eastern Oregon's future depends on the education and training of all constituents. TEC is determined to provide workforce investment activities that improve the quality of the workforce, reduce welfare dependency, increase economic self-sufficiency, meet the skill requirements of employers, and enhance the productivity and competitiveness of Eastern Oregon. TEC, along with its WorkSource partners, promotes improvement in the structure of and delivery of services through the workforce development system to better address the employment and skill needs of workers, jobseekers, and employers.

The purpose of the Consortium is to provide a local government based vehicle that can legally accept grants, sub grants, and contracts including but not limited to grants under the Workforce Innovation and Opportunity Act (WIOA), from or with any agencies of government of the State of Oregon and/or the United States government.

I am inviting your County to be a member of Training and employment Consortium because TEC has been awarded the contract from Eastern Oregon Workforce Board (EOWB) to provide WIOA services in the entire Eastern Oregon Workforce Area, expanding our current service delivery area to include Umatilla and Morrow Counties, beginning July 1, 2019.

TEC is an intergovernmental entity created by Baker, Union, Wallowa, Grant, Harney and Malheur Counties in Eastern Oregon under the provisions of Chapter 190 of the Oregon Revised Statutes. TEC is governed by two county judges and four county commissioners, one for each

county participating in the Consortium. As a member of the Consortium, you would have a role in providing policy direction and oversight over the Consortium. Each county court or commission designates its representative to the TEC board.

I hope you will accept this invitation to be a Consortium member and contribute your experience, expertise and commitment to this vital effort. If you are interested in becoming a member of the Consortium or have any questions, please contact Eric Labonte, Executive Director of Training and Employment Consortium, at (541) 963-7942 extension 2 or laboe@tecteam.org.

Sincerely,



Eric K. Labonte, Executive Director
Training and Employment Consortium



*Retirement
Celebration*

In honor of

Philip Hamm

*Please join us for
Dinner & Ice Cream.*

*August 22nd, 2019
5:30 - 8:30 PM*

Oregon State University
Hermiston Agricultural
Research & Extension Center
2121 South First Street
Hermiston OR 97838

RSVP by August 1st: 541-567-8321

