

MORROW COUNTY BOARD OF COMMISSIONERS MEETING AGENDA
Wednesday, July 10, 2019 at 9:00 a.m.
Irrigon Branch of the Oregon Trail Library District, Community Room
490 N.E. Main Ave., Irrigon, Oregon
AMENDED

- 1. Call to Order and Pledge of Allegiance - 9:00 a.m.**
- 2. City/Citizen Comments:** Individuals may address the Board on topics not on the agenda
- 3. Open Agenda:** The Board may introduce subjects not on the agenda
- 4. Consent Calendar**
 - a. Accounts Payable dated July 11th; Retirement Taxes, July 2nd, \$20,563.41; Payroll Payables – Fiscal Year End Payroll, July 2nd, \$161,124.58
 - b. Tenth Amendment to 2017-2019 Oregon Health Authority (OHA) Intergovernmental Agreement (IGA) #153133, Community Mental Health, Substance Use Disorders and Problem Gambling Services
 - c. 2019-2021 Oregon Department of Human Services IGA #157836-0
 - d. 2019-2021 OHA IGA #159175-0, Community Mental Health, Addiction Treatment and Problem Gambling Services
- 5. Business Items**
 - a. Predator Control on the Bombing Range
 - b. **Predator Control in Morrow County**
- 6. Department Reports**
 - a. Justice Court Quarterly Report (Judge Ann Spicer)
- 7. Correspondence**
- 8. Commissioner Reports**
- 9. Executive Session -** Pursuant to ORS 192.660(2)(g) – To consider preliminary negotiations involving matters of trade or commerce in which the governing body is in competition with governing bodies in other states or nations
- 10. Executive Session –** Pursuant to ORS 192.660(2)(e) – To conduct deliberations with persons designated by the governing body to negotiate real property transactions
- 11. Signing of documents**
- 12. Adjournment**

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

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

Pursuant to ORS 192.640, this agenda includes a list of the principal subjects anticipated to be considered at the meeting; however, the Board may consider additional subjects as well. This meeting is open to the public and interested citizens are invited to attend. Executive sessions are closed to the public; however, with few exceptions and under specific guidelines, are open to the media. The Board may recess for lunch depending on the anticipated length of the meeting and

the topics on the agenda. If you have anything that needs to be on the agenda, please notify the Board office before noon of the preceding Friday. If something urgent comes up after this publication deadline, please notify the office as soon as possible. If you have any questions about items listed on the agenda, please contact Darrell J. Green, County Administrator at (541) 676-2529.



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)

Presenter at BOC: Kate Knop

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

Department: Finance

Requested Agenda Date: 07/10/2019

Short Title of Agenda Item:

Oregon Health Authority Agreement # 153133, Amendment # 10

(No acronyms please)

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

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

N/A

Purchase Pre-Authorizations, Contracts & Agreements

Contractor/Entity: Oregon Health Authority

Contractor/Entity Address:

Effective Dates - From: July 1, 2017

Through: June 30, 2019

Total Contract Amount: No change

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

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

Reviewed By:

[Signature]

7/8/19
DATE

Department Director

Required for all BOC meetings

Administrator

Required for all BOC meetings

County Counsel

*Required for all legal documents

Finance Office

*Required for all contracts; other items as appropriate.

Human Resources

*If appropriate

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

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

AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

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

The Oregon Health Authority (OHA) Agreement # 153133, tenth amendment to the 2017-2019 Intergovernmental Agreement for the financing of mental health, substance use disorders, and problem gambling. The funds referenced in this agreement are passed through to Community Counseling Solutions (CCS).

This Financial Assistance Award amendment is to move funding source types shown in this Agreement to line up with the funding source type actually paid through this Agreement. There is no change to the Not-To-Exceed (NTE) amount of this Agreement.

Referenced in the amendment and attached for review is Exhibit F section 4 from the Agreement.

2. FISCAL IMPACT:

These funds will continue to be received in the same line item and be disbursed to CCS from 101-199-5-50-5500, with a net zero effect on the budget.

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

Motion to authorize Chair Doherty to sign OHA Agreement # 153133, Amendment #10 on behalf of the County.

Attach additional background documentation as needed.

From: [Kristie Bingaman](#)
To: [Deanne Irving](#)
Subject: [BULK] Re: 153133-10 Document for Signature
Date: Wednesday, July 3, 2019 3:50:22 PM
Attachments: [image002.png](#)

STOP and VERIFY - This message came from outside of Morrow County Government.

*Hi Deanne,
Kimberly and I talked and she has reviewed and is good with it.
Thanks,
Kristie*

From: Deanne Irving <dirving@co.morrow.or.us>
Sent: Monday, July 1, 2019 3:06 PM
To: Kimberly Lindsay; Kristie Bingaman
Cc: Kate Knop
Subject: FW: 153133-10 Document for Signature

Good afternoon, Kimberly,

Attached the 153133-10. Did you have an opportunity to review this?

Thank you,

Deanne Irving
Staff Accountant
Morrow County
PO Box 867
Heppner, OR 97836
(541) 676-5617 ext 5312

From: Deanne Irving
Sent: Wednesday, June 26, 2019 1:56 PM
To: Kimberly Lindsay - Community Counseling Solutions (kimberly.lindsay@ccsemail.org) <kimberly.lindsay@ccsemail.org>; 'Kimberly Lindsay (kimberly.lindsay@gobhi.net)' <kimberly.lindsay@gobhi.net>; Kristie Bingaman <kristie.bingaman@gobhi.net>
Cc: Justin Nelson <jnelson@co.morrow.or.us>; Kate Knop <kknop@co.morrow.or.us>
Subject: FW: 153133-10 Document for Signature

Good afternoon,

Attached for your review is amendment # 10 to agreement 153133 from the Oregon Health Authority. If you have any questions regarding the amendment, please reply all.

Thank you!

Deanne Irving

Staff Accountant
Morrow County
PO Box 867
Heppner, OR 97836
(541) 676-5617 ext 5312

From: Tracy Heidi S [<mailto:HEIDI.S.TRACY@dhsoba.state.or.us>]

Sent: Tuesday, June 25, 2019 10:58 AM

To: Deanne Irving <dirving@co.morrow.or.us>; Kate Knop <kknop@co.morrow.or.us>

Cc: Derting Sheryl L <SHERYL.L.DERTING@dhsoba.state.or.us>; AMHcontract Administrator <AMHcontract.Administrator@dhsoba.state.or.us>

Subject: 153133-10 Document for Signature

STOP and VERIFY - This message came from outside of Morrow County Government.

Greetings!

First of all, to ensure timely processing of your contract/amendment, please reply to confirm receipt of this communication and attachment(s).

Next, please complete, sign (where required) and return the following: Entire contact amendment (attached)

The signature block below has my return contact information, so feel free to contact me with any questions. Following your signature and return of these documents, OHA will obtain appropriate counter-signatures and then forward the fully executed document(s) to you for your records.

Important Notice: DHS and OHA no longer issue checks for contract services and supplies. To receive payments, contractors must enroll in Electronic Funds Transfer (EFT), also known as direct deposit. Enrolling in EFT is as easy as completing the Direct Deposit Authorization Form found at: https://aixxweb1p.state.or.us/es_xweb/DHSforms/Served/me0189.doc.

Only one form is required per contractor, regardless of how many contracts you have with DHS or OHA. If you already have EFT set up for any type of payment, please do not send in another form. If you have questions regarding EFT, contact the EFT Coordinator at (503) 945-5710.

Thank you for your prompt attention and response!

Larry Briggs, Contract Specialist
Office of Contracts and Procurement
DHS/OHA Shared Services, OC&P
635 Capitol St NE, STE 350
Salem, OR, 97301
Phone 503-945-6707

larry.o.briggs@state.or.us

503-945-6879



Office of Contracts and Procurement
Knowledge. Communication. Results.

Deanne Irving

From: Kristie Bingaman <kristie.bingaman@ccsemail.org>
Sent: Wednesday, July 3, 2019 3:50 PM
To: Deanne Irving
Subject: [BULK] Re: 153133-10 Document for Signature

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Cc: Justin Nelson <jnelson@co.morrow.or.us>; Kate Knop <kknop@co.morrow.or.us>
Subject: FW: 153133-10 Document for Signature

Good afternoon,

Attached for your review is amendment # 10 to agreement 153133 from the Oregon Health Authority. If you have any questions regarding the amendment, please reply all.

Thank you!

Deanne Irving



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.

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

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

RECITALS

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

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

AGREEMENT

1. The financial and service information in the Financial Assistance Award are hereby amended as described in Attachment 1 attached hereto and incorporated herein by this reference. Attachment 1 must be read in conjunction with the portion of Exhibit C of the Agreement that describes the effect of an amendment of the financial and service information.
2. Capitalized words and phrases used but not defined herein shall have the meanings ascribed thereto in the Agreement.
3. County represents and warrants to OHA that the representations and warranties of County set forth in section 4 of Exhibit F of the Agreement are true and correct on the date hereof with the same effect as if made on the date hereof.
4. Except as amended hereby, all terms and conditions of the Agreement remain in full force and effect.
5. This Amendment may be executed in any number of counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Amendment so executed shall constitute an original.

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

6. Signatures.

Morrow County

By:

Authorized Signature Printed Name Title Date

State of Oregon acting by and through its Oregon Health Authority

By:

Authorized Signature Printed Name Title Date

Approved by: Director, OHA Health Systems Division

By:

Authorized Signature Printed Name Title Date

Approved for Legal Sufficiency:

Approved by Steven Marlowe, Senior Assistant Attorney General, Department of Justice, Tax and Finance Section, on August 10, 2018; e-mail in contract file.

OHA Program:

Approved by Sheryl Derting on June 24, 2019; e-mail in contract file.

ATTACHMENT 1
Exhibit C
Financial Assistance Award

MODIFICATION INPUT REVIEW REPORT

MOD#: M0476

CONTRACT#: 153133

CONTRACTOR: MORROW COUNTY

INPUT CHECKED BY: _____

DATE CHECKED: _____

SE#	FUND	PROJ CODE	CPMS PROVIDER	EFFECTIVE DATES	SLOT CHANGE/TYPE	RATE	OPERATING DOLLARS	STARTUP PART DOLLARS ABC	PART IV	PAAF CD	BASE	CLIENT CODE	SP#
FISCAL YEAR: 2017-2018													
			BASE	NI SUPPORTED EMPLOYM									
38	411		NISUEM	7/1/2017 - 6/30/2018	0 /NA	\$0.00	-\$9,656.25	\$0.00	A	1	Y		15
			BASE	NI SUPPORTED EMPLOYM									
38	804		NISUEM	7/1/2017 - 6/30/2018	0 /NA	\$0.00	\$9,656.25	\$0.00	A	1	Y		16
TOTAL FOR SE# 38							\$0.00	\$0.00					
TOTAL FOR 2017-2018							\$0.00	\$0.00					
FISCAL YEAR: 2018-2019													
			BASE	SYSTEM MANAGEMENT AN									
1	401		MHS01	2/1/2019 - 6/30/2019	0 /NA	\$0.00	\$13,648.95	\$0.00	A	1	Y		6
			BCIVLM	SYS MGT CO-COL RIVER									
1	401		MHS01	2/1/2019 - 6/30/2019	0 /NA	\$7,503.62	\$37,518.10	\$0.00	A	1	Y		2
			BCIVLM	SYS MGT CO-LAKEVIEW									
1	401		MHS01	2/1/2019 - 6/30/2019	0 /NA	\$9,179.81	\$45,899.05	\$0.00	A	1	Y		4
			BASE	SYSTEM MANAGEMENT AN									
1	804		MHS01	2/1/2019 - 6/30/2019	0 /NA	\$0.00	-\$13,648.95	\$0.00	A	1	Y		5
			BCIVLM	SYS MGT CO-COL RIVER									
1	804		MHS01	2/1/2019 - 6/30/2019	0 /NA	\$7,503.62	-\$37,518.10	\$0.00	A	1	Y		1
			BCIVLM	SYS MGT CO-LAKEVIEW									
1	804		MHS01	2/1/2019 - 6/30/2019	0 /NA	\$9,179.81	-\$45,899.05	\$0.00	A	1	Y		3
TOTAL FOR SE# 1							\$0.00	\$0.00					
			BASE	NON-RESIDENTIAL MENT									
20	401		MHNRMH	2/1/2019 - 6/30/2019	0 /NA	\$0.00	\$32,165.50	\$0.00	A	1	Y		8
			BASE	RNTSUB-COL RIVER RAN									
20	401		RNTSUB	2/1/2019 - 6/30/2019	11 /SLT	\$186.57	\$10,261.35	\$0.00	A	1	Y		10
			BCIVLM	RNTSUB-LAKEVIEW BEIG									
20	401		RNTSUB	2/1/2019 - 6/30/2019	8 /SLT	\$1,060.04	\$42,401.60	\$0.00	A	1	Y		12
			BASE	NON-RESIDENTIAL MENT									
20	804		MHNRMH	2/1/2019 - 6/30/2019	0 /NA	\$0.00	-\$32,165.50	\$0.00	A	1	Y		7
			BASE	RNTSUB-COL RIVER RAN									
20	804		RNTSUB	2/1/2019 - 6/30/2019	-11 /SLT	\$186.57	-\$10,261.35	\$0.00	A	1	Y		9
			BCIVLM	RNTSUB-LAKEVIEW BEIG									
20	804		RNTSUB	2/1/2019 - 6/30/2019	-8 /SLT	\$1,060.04	-\$42,401.60	\$0.00	A	1	Y		11

MODIFICATION INPUT REVIEW REPORT

MOD#: M0476

CONTRACT#: 153133

CONTRACTOR: MORROW COUNTY

INPUT CHECKED BY: _____

DATE CHECKED: _____

SE#	FUND	PROJ	CPMS	PROVIDER	EFFECTIVE	SLOT	RATE	OPERATING	STARTUP PART	PART	PAAF	CLIENT	SP#	
	CODE				DATES	CHANGE/TYPE		DOLLARS	DOLLARS ABC	IV	CD	CODE		
FISCAL YEAR: 2018-2019														
TOTAL FOR SE# 20								\$0.00	\$0.00					
	BASE	EARLY ASSESSMENT AN												
26	401	EASA			2/1/2019 - 6/30/2019	0 /NA	\$0.00	\$6,250.00	\$0.00	A	26A	1	Y	14
	BASE	EARLY ASSESSMENT AN												
26	804	EASA			2/1/2019 - 6/30/2019	0 /NA	\$0.00	-\$6,250.00	\$0.00	A	26A	1	Y	13
TOTAL FOR SE# 26								\$0.00	\$0.00					
	BASE	NI SUPPORTED EMPLOYM												
38	411	NISUEM			7/1/2018 - 6/30/2019	0 /NA	\$0.00	-\$9,656.25	\$0.00	A		1	Y	15
	BASE	NI SUPPORTED EMPLOYM												
38	804	NISUEM			7/1/2018 - 6/30/2019	0 /NA	\$0.00	\$9,656.25	\$0.00	A		1	Y	16
TOTAL FOR SE# 38								\$0.00	\$0.00					
TOTAL FOR 2018-2019								\$0.00	\$0.00					
TOTAL FOR M0476 153133								\$0.00	\$0.00					

OREGON HEALTH AUTHORITY
Financial Assistance Award Amendment (FAAA)

CONTRACTOR: MORROW COUNTY
DATE: 06/19/2019

Contract#: 153133
REF#: 010

REASON FOR FAAA (for information only):

This Financial Assistance Award amendment is to move funding source types shown in this Agreement to line up with the funding source type actually paid through this Agreement. There is no change to the Not-To-Exceed (NTE) amount of this Agreement.

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

- M0476 1 Special Condition #1 in Base Agreement, regarding "MHS 01" at Columbia River Ranch RTF applies.
- M0476 2A) The Financial Assistance subject to this special condition is awarded for System Management and Coordination of Services in the Mental Health Services Program Area. If County terminates its obligation to include this Program Area under this Agreement, OHA shall have no obligation, after the termination to pay or disburse to County financial assistance subject to this special condition.
B) These funds are for MHS 01 at Columbia River Ranch RTF.
- M0476 3 Special Condition #2 in Base Agreement, regarding "MHS 01" at Lakeview Heights SRTF.
- M0476 4A) The Financial Assistance subject to this special condition is awarded for System Management and Coordination of Services in the Mental Health Services Program Area. If County terminates its obligation to include this Program Area under this Agreement, OHA shall have no obligation, after the termination to pay or disburse to County financial assistance subject to this special condition.
B) These funds are for MHS 01 at Lakeview Heights SRTF.
- M0476 5 Special Condition #3 in Base Agreement, regarding "MHS 01" Services applies.
- M0476 6 These funds are for MHS 01 from the Community Behavioral and Mental Health Services funds.
- M0476 7 Special Condition #4 in Base Agreement, regarding "MHS 20" Services applies.
- M0476 8 These funds are for MHS 20 from the Community Behavioral and Mental Health Services funds.

OREGON HEALTH AUTHORITY
Financial Assistance Award Amendment (FAAA)

CONTRACTOR: MORROW COUNTY
DATE: 06/19/2019

Contract#: 153133
REF#: 010

- M0476 9 Special Condition #5 in Base Agreement, regarding "Rent Subsidy" at Columbia River Ranch RTF" applies.
- M0476 10 These funds are for Rent Subsidy at Columbia River Ranch RTF.
- M0476 11 Special Condition #6 in Base Agreement, regarding "Rent Subsidy at Lakeview Heights SRTF" applies.
- M0476 12 These funds are for Rent Subsidy at Lakeview Heights SRTF.
- M0476 13 Special Condition #10 in Base Agreement, regarding "MHS 26A" applies.
- M0476 14 These funds are for MHS 26A for EASA Services from the Community Behavioral and Mental Health Services funds.
- M0476 15 Special Condition #17 in Base Agreement, regarding "MHS 38" applies.
- M0476 16 These funds are for MHS 38 Services.

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

EXHIBIT F

STANDARD TERMS AND CONDITIONS

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

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

b. OHA represents and warrants as follows:

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

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

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

5. Ownership of Intellectual Property.

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

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

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

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

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

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

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

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

This Intergovernmental Agreement from the State of Oregon Department of Human Services (DHS) is for the Financing of Community Development Disabilities Services for the effective July 1, 2019 - June 30, 2021.

The Service Elements covered by this agreement are listed on page 14 and 15. The services provided under this contract are billed through an online system for managing disbursement and tracking of DHS payments for the Developmental Disabilities Program called "eXPRS".

The County currently contracts the services and provider requirements with Community Counseling Solutions (CCS). This contract has temporarily been extended by 90 days from June 30, 2019. If the County continues to contract these services with CCS, the funds received under this agreement would be forwarded to CCS. The County will also need to sign a separate, new contract with CCS as according to Exhibit G, Part 1, for that organization to continue to act as our service provider.

2. FISCAL IMPACT:

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

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

Motion to approve and authorize Chair Doherty to sign OHA Agreement # 157836-0 on behalf of the County.

Attach additional background documentation as needed.

DOCUMENT RETURN STATEMENT

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

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

Document number: 157836-0, hereinafter referred to as "Document."

I, Jim Doherty Commission Chair
Name Title

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

MORROW COUNTY by email.

Contractor's name

On July 10, 2019,
Date

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

Authorizing signature

Date

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



Agreement Number 157836

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

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

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

AGREEMENT

1. Effective Date and Duration.

This Agreement shall become effective on **July 1, 2019**. Unless extended or terminated earlier in accordance with its terms, this Agreement shall expire on **June 30, 2021**. Agreement termination or expiration shall not extinguish or prejudice either party's right to enforce this Agreement with respect to any default by the other party that has not been cured.

2. Agreement Documents, Order of Precedence.

- a.** This Agreement consists of the following documents and includes the Exhibits listed below which are by this reference incorporated herein:

This Agreement without Exhibits;
Exhibit A Definitions;
Exhibit B Part 1 Operations and Administration Terms and Conditions;
Exhibit B Part 2 Service Element Standards and Procedures;
Exhibit B Part 3 Financial Terms and Conditions;
Exhibit C Special Terms and Conditions;
Exhibit D General Terms and Conditions;
Exhibit E Standard Terms and Conditions;
Exhibit F Federal Terms and Conditions;
Exhibit G Part 1 Required Subcontractor Provisions;
Exhibit G Part 2 Subcontractor Insurance Requirements;

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

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

This Agreement without Exhibits;

- (1) Exhibit F Federal Terms and Conditions;
- (2) Exhibit A Definitions;
- (3) Exhibit B Part 3 Financial Terms and Conditions;
- (4) Exhibit B Part 1 Operations and Administration Terms and Conditions;
- (5) Exhibit B Part 2 Service Element Standards and Procedures;
- (6) Exhibit C Special Terms and Conditions;
- (7) Exhibit D General Terms and Conditions;
- (8) Exhibit E Standard Terms and Conditions;
- (9) Exhibit G Part 1 Required Subcontractor Provisions;
- (10) Exhibit G Part 2 Subcontractor Insurance Requirements;
- (11) Exhibit H Part 1 Privacy and Security Agreement; and
- (12) Exhibit H Part 2 Third Party Information System Access Request.

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

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

3. Signatures.

Morrow County

By:

Authorized Signature

Printed Name

Title

Date

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

By:

Authorized Signature

Printed Name

Title

Date

Approved for Legal Sufficiency:

/s/ Steven Marlowe
Department of Justice

May 22, 2019
Date

EXHIBIT A DEFINITIONS

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

1. **“Access”** means the ability or the means necessary to read, communicate, or otherwise use any DHS Information Asset.
2. **“Agreement Settlement”** means DHS’ final reconciliation, after termination or expiration of this Agreement, of amounts DHS actually disbursed to County from the Service Element Prior Authorization with amounts that DHS is obligated to pay in accordance with the funding calculation methodologies set forth in the Service Element Standards and Procedures. DHS reconciles disbursements and payments on an individual Service Element basis as set forth in the Service Element Standards and Procedures, and in accordance with Exhibit B Part 3, Section 1 Disbursement of Payments, and Section 6 Recovery of Funding for Misexpenditure of this Agreement.
3. **“Allowable Costs”** means the costs determined in accordance with the provisions of 2 C.F.R. Subtitle B, with guidance at 2 C.F.R. part 200, except to the extent such costs are limited or excluded by other provisions of this Agreement, whether in the applicable Service Element Standards and Procedures, or special conditions identified in the Service Element Prior Authorization.
4. **“Brokerage”** has the meaning as set forth in OAR 411-317-0000.
5. **“Career Development Plan”** or **“CDP”** has the meaning set forth in OAR 411-317-0000.
6. **“Case Management Entity”** or **“CME”** includes the following: CDDP, Brokerage, Children’s Intensive In-Home Services (CIIS), or the Children’s Residential Program of DHS.
7. **“Case Management Services”** has the meaning as set forth in OAR 411-317-0000.
8. **“CDDP Administrator”** has the meaning set forth in Exhibit C, Section 3 of this Agreement.
9. **“Claim”** has the meaning set forth in OAR 411-370-0010.
10. **“Client”** has the same meaning as Individual or Recipient, for purposes of this Agreement.
11. **“Client Prior Authorization”** or **“CPA”** means an authorization for a specific Individual to receive a particular Service, by an identified Provider, at a rate approved by

DHS. The CPA is submitted by County for the Provider once an Individual and the Provider have agreed to a Service. The CPA specifies:

- a. the Service,
 - b. the Individual or Recipient,
 - c. the effective date and end date for the Services authorized in the CPA, and
 - d. the rate for the Service.
12. **“Client Record(s)”** means any client, applicant, or participant information regardless of the media or source, provided by DHS to CDDP or exchanged between the parties.
 13. **“CMS”** means Centers for Medicare and Medicaid Services.
 14. **“Common Law Employer”** means the employer referred to in OAR 411-375-0010.
 15. **“Community Developmental Disabilities Program”** or **“CDDP”** has the meaning as set forth in OAR 411-317-0000.
 16. **“Community First Choice K Plan”** or **“K Plan”** has the meaning as set forth in OAR 411-317-0000.
 17. **“Developmental Disability”** or **“DD”** has the meaning as set forth in OAR 411-317-0000.
 18. **“Developmental Disabilities Services”** or **“DD Services”** has the meaning as set forth in OAR 411-317-0000.
 19. **“Disbursement Claim”** means a document executed and delivered to DHS by a Provider or County, either electronically in eXPRS or in hard copy, with respect to a DD Service authorized in a CPA and PPA, or POC, certifying that a unit of that DD Service was delivered by a Provider identified in the CPA and PPA, or POC, to the Individual identified in the CPA or POC, during the period specified in the CPA or POC; and requesting disbursement of funds for that unit of DD Service.
 20. **“Employer”** has the meaning as set forth in OAR 411-317-0000.
 21. **“Employer Resource Connections”** or **“ERC”** means the voluntary training program provided by the Oregon Home Care Commission and offered to all Individuals receiving in-home Services. ERC meets the K Plan requirement for voluntary training on how to select, manage, and dismiss attendants, and provides activities to empower and inform Individuals receiving in-home Services regarding their rights, roles, and responsibilities as employers of personal support workers.
 22. **“Express Payment and Reporting System”** or **“eXPRS”** means an information system for managing the disbursement and tracking of DHS payments for the Developmental Disabilities Programs.
 23. **“Federal Funds”** means all funds paid to CDDP under this Agreement that DHS receives from an agency, instrumentality or program of the federal government of the United States.

24. **“Full-time Equivalent”** or **“FTE”** means a unit of measure equivalent to one person working full-time. An FTE of 1.0 is equivalent to full-time; an FTE of 0.5 is half of a full-time work load.
25. **“Functional Needs Assessment”** or **“FNA”** has the meaning as set forth in OAR 411-317-0000.
26. **“Individual”** has the meaning as set forth in OAR 411-317-0000.
27. **“Individual Support Plan”** or **“ISP”** has the meaning as set forth in OAR 411-317-0000.
28. **“Individual Support Plan Team”** or **“ISP Team”** means the Individual or their designated representative, the Services coordinator, and others chosen by the Individual to participate in service planning, as described in OAR 411-415-0070.
29. **“Information Asset(s)”** refers to all information provided through DHS, regardless of the source, which requires measures for security and privacy
30. **“Intellectual Disability”** or **“ID”** has the meaning as set forth in OAR 411-317-0000.
31. **“Intellectual or Developmental Disability”** or **“I/DD”** has the meanings as described in OAR 411-317-0000.
32. **“Level of Care”** or **“LOC”** means Intermediate Care Facility for Individuals with Intellectual Disabilities (ICF/IID) Level of Care, Hospital Level of Care, or Nursing Facility Level of Care, as defined in OAR 411-317-0000.
33. **“Local Match”** means the opportunity for Local Government Entities, including Transit Districts, to request additional Federal Funds to recoup costs for Intellectual and Developmental Disabilities program expenditures, *exceeding allotted state funds*, in the following services, DD 53, DD 02, and DD 48. The Local Government Entity is responsible for the local fund portion and providing the necessary documentation to DHS for approval. If approved, the local funds will be submitted for federal match.
34. **“Medicaid”** means Federal Funds received by DHS under Title XIX of the Social Security Act and Children’s Health Insurance Funds administered jointly with Title XIX funds as part of state medical assistance programs by DHS.
35. **“Medicaid Fraud”** means the providing of false information to claim reimbursement for Medicaid funded services. Medicaid Fraud includes, but is not limited to, the following activities: billing for services not actually performed; billing for more expensive services than actually rendered; billing for several services that should be combined into one billing; and billing twice for the same service.
36. **“Misexpenditure”** means money, other than Overexpenditure, disbursed to County by DHS under this Agreement and expended by County or a Subcontractor that:
 - a. Is identified by the federal government as expended contrary to applicable statutes, rules, the provisions of 2 C.F.R. Subtitle B, with guidance at 2 C.F.R. part 200, or any other authority that governs the permissible expenditure of such money, for which the federal government has requested reimbursement by the

State of Oregon, whether in the form of a federal determination of improper use of Federal Funds, a federal notice of disallowance, or otherwise; or

- b. Is expended in a manner not permitted by this Agreement, including without limitation, any money expended by County, contrary to applicable statutes, rules, OMB Circulars, or any other authority that governs the permissible expenditure of such money; or
 - c. Is expended on the delivery of a DD Service in violation of the Service Element Standards and Procedures of this Agreement with respect to that DD Service.
37. **“Network and Information System(s)”** means the DHS and State of Oregon’s computer infrastructure which provides personal communications, Client Records and other sensitive Information Assets, regional, wide area, and local networks, and the internetworking of various types of networks.
38. **“ODDS”** has the meaning set forth in OAR 411-317-0000.
39. **“Office of Training, Investigation and Safety”** or **“OTIS”** means the DHS office that investigates reports of suspected abuse or neglect.
40. **“Oregon Needs Assessment”** or **“ONA”** means the normed and validated tool owned by ODDS used to meet the requirements of the FNA.
41. **“Oregon Supplemental Income Program-Medical”** or **“OSIPM”** means the Oregon Medicaid insurance coverage for an Individual who meets eligibility criteria as described in OAR Chapter 461.
42. **“Overexpenditure”** means money disbursed by DHS under this Agreement and expended by County that is in excess of the amount County is entitled to expend as determined in accordance with the funding calculation methodologies set forth in the applicable Service Element Standards and Procedures.
43. **“Personal Support Worker”** or **“PSW”** has the meaning as set forth in OAR 411-317-0000.
44. **“Plan of Care”** or **“POC”** means a service authorization feature in eXPRS that is a collection of individual Provider service authorizations for an I/DD Individual. These Service Authorizations in accepted status are required to enable the Provider of the authorized Service to successfully submit Claims for payment.
45. **“Program Area”** means the area within the State of Oregon where County is contracted to provide DD Services.
46. **“Provider”** has the meaning as set forth in OAR 411-317-0000.
47. **“Provider Enrollment Application and Agreement”** or **“PEAA”** has the meaning set forth in OAR 411-370-0030.
48. **“Provider Prior Authorization”** or **“PPA”** means an authorization, either through eXPRS or by submission to DHS of a document acceptable to DHS, for funding awarded in the SEPA for delivery of a particular DD Service by a particular Provider, and for Provider submission of Disbursement Claims for the DD Service, that specifies:

- a. the DD Service,
 - b. the Provider,
 - c. a period of time, during which the authorization may be used to support delivery of the DD Service by the Provider,
 - d. whether the PPA is an “Opt Out” PPA for those Providers that are paid through a CPA and have fluctuating amounts in a specific month; or the PPA is for a specific amount authorized to the Provider for a specified time frame. If the PPA is for an amount for a specific Provider, the total amounts authorized in the PPAs cannot exceed the total SEPA amount for that time frame for that DD Service.
49. **“Rationed Fee for Services” or “RFFS”** means the Case Management billings paid up to the max monthly amount of the PPA. All Case Management billings entered that meet the criteria for a successful claim yet exceed the max monthly amount of the PPA will suspend to be utilized for future payments up to the amount outlined in the Biennial Legislatively Approved Budget.
50. **“Recipient”** has the meaning as set forth in OAR 411-370-0010.
51. **“SEPA Adjustment”** means a document, acceptable to DHS, that may be presented and executed in hard copy, or electronically in eXPRS, by County, that amends the SEPA, with respect to one or more DD Services, to reflect the new maximum amount of funding that DHS will provide under this Agreement through eXPRS for the specified Service Element(s), as well as any new or modified special performance or other requirements.
52. **“SEPA Pass Phrase/Pass Code” or “SEPA Pass Phrase”** means a code used by eXPRS to verify the identity of the individual accepting the SEPA Adjustment on behalf of County.
53. **“Service”** means any one of the DD Services for Individuals listed in Exhibit B Part 2 of this Agreement provided directly by CDDP, authorized by CDDP or Subcontractor, pursuant to this Agreement.
54. **“Service Authorization”** means an authorization by CDDP of the DD Services that CDDP is responsible to authorize according to Exhibit B Part 2 Section 3, and as identified in an Individual’s ISP and entered for billing purposes into eXPRS via POC or a CPA.
55. **“Services Coordinator”** has the meaning as set forth in OAR 411-317-0000.
56. **“Service Element”** has the meaning as set forth in OAR 411-317-0000.
57. **“Service Element Prior Authorization” or “SEPA”** means the maximum amount of Service Element funding that DHS will provide to County under this Agreement through eXPRS, and any Service Element associated special performance or other requirements. The SEPA is broken down by Service Element and may be amended from time to time by a SEPA Adjustment.
58. **“Service Element Standards and Procedures”** means the description of a Service Element and the Standards and Procedures associated with the Service Element. The

Service Element Standards and Procedures apply to those DD Services funded through this Agreement and for all DD Services authorized by County.

59. **“Settlement”** means the process through which ODDS determines Underexpenditures and Overexpenditures and resolves Misexpenditures at the end of each biennium or on an interim basis during the term of this Agreement.
60. **“Subcontract”** means a contract between the County and a third party to perform one or more of the direct Service(s) required under this Agreement but does not include contracts for County ancillary services.
61. **“Subcontractor”** means a third party that contracts with the County to perform one or more Service(s) under this Agreement and may include all CDDP functions that the County is required to perform under this Agreement. “Subcontractor” does not mean ancillary services provided to County by a third party, such as support services, including, but not limited to, consulting and technical support, suppliers, training for staff, and other ancillary services.
62. **“Transmittals”** means communications that request action from, or provide policy, program, training, and other information to County. Transmittals take the form of Action Requests (AR), Information Memoranda (IM), or Policy Transmittals (PT).
63. **“Underexpenditure”** means money disbursed by DHS under this Agreement and not expended by County that is less than the amount County is entitled to expend as determined in accordance with the funding calculation methodologies set forth in the applicable Service Element Standards and Procedures.
64. **“User”** means any individual authorized by DHS to access Network and Information Systems and who has an assigned unique log-on identifier.
65. **“Written Materials”** means documents and forms created by CDDP, in connection with the Service being provided to the requestor or Client.

EXHIBIT B
PART 1
OPERATIONS AND ADMINISTRATION TERMS AND CONDITIONS

1. CDDP Administrative Responsibilities.

In performing the Work under this Agreement:

- a. CDDP shall comply with 42 CFR §447.10 as the conditions and provisions apply to an organized health care delivery system.
- b. CDDP shall participate in person, by phone, or video conference, in monthly CDDP program manager meetings as designated by ODDS. Meetings will be scheduled by DHS with representatives designated by DHS to review, clarify, and further plan the Work performed under this Agreement. These DHS-CDDP meetings shall be scheduled at a time mutually acceptable to both parties. CDDP will ensure a representative will participate in 80% of CDDP program manager meetings for the term of this Agreement.
- c. CDDP shall participate in person, by phone, or video conference in other required, scheduled meetings. ODDS shall make reasonable efforts to schedule meetings at a time and place conducive to the greatest number of participants.
- d. CDDP shall adhere to all OARs, ORS', CFRs and Service Element Standards and Procedures pursuant to this Agreement. If a CDDP refuses to take the action necessary to assure the health and safety of Individuals enrolled in DD Services, ODDS will notify the CDDP in writing that ODDS intends to perform the functions necessary for the health and safety of the Individual. DHS may reduce the funding received by the CDDP, to cover the costs of ODDS fulfilling the roles necessary for the needed actions.
- e. CDDP management is responsible for ensuring information provided by DHS, such as Transmittals, worker guides, and information gathered from the CDDP program managers meetings, is communicated effectively and timely with all applicable CDDP staff.
- f. CDDPs must comply with the use of DHS electronic systems utilized for information related to Individuals and Providers upon implementation and training.
- g. CDDP must complete the Eligibility Survey emailed from DHS in July and December within 30 calendar days of receipt. The Survey gathers information available through the 0337 process.

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

- a. CDDP shall assist any Individual who wishes to hire a Personal Support Worker (PSW) in the following ways:
 - (1) Assist the Individual in becoming a Common Law Employer (CLE) or identifying a designated CLE and provide resources to prospective CLEs on their role. For each CLE CDDP will:
 - (a) Initiate enrollment of the CLE into the Fiscal Management Agent Servicer (FMAS) vendor's web portal (currently referred to as "BetterOnline"). For each new CLE, CDDP will provide the required information to successfully enroll the CLE.
 - (b) Provide assistance to the Individual or the designated CLE in completing the required paperwork. CDDP may provide this assistance or refer the CLE to the ERC program.
 - (c) Upon request, or if the CDDP identifies a need, CDDP shall refer the CLE to the ERC program.
 - (2) Assist the Individual in the enrollment process for PSWs by:
 - (a) Providing PSWs with a Provider Enrollment Application and Agreement (PEAA) and initiating a Criminal History Check (CHC).
 - (b) Initiating the PSW enrollment in the FMAS vendor's web portal. For each new PSW, CDDP will provide the required information to successfully enroll the PSW.
- b. For PSW Providers, CDDP shall assist Individuals by verifying that certifications, licenses, CHCs, driver's licenses, and auto insurance are valid and up to date prior to Services being authorized.
- c. Until DHS implements time capture tools, CDDP must review and approve or reject the PSW time sheet, progress note, and mileage log. CDDP must review and approve or reject PSW submitted Services Delivered billing entries accordingly. CDDPs will work with PSWs or direct PSWs to work with their CLE for suspended payment claims that are unrelated to an eligibility issue.
- d. CDDP is required to submit an Out of Cycle (OOC) request for payment for PSWs if the PSW turned in a properly completed timesheet within the dates as outlined on the approved PSW payment calendar and the timesheet was not approved due to an administrative error on the part of the CDDP. The OOC request for payment must be submitted within one business day of the CDDP verifying that an error occurred and that it was due to an administrative error. CDDP will be assessed a \$125 fee per day for initiating an OOC request no matter how many OOC requests are submitted that day by the CDDP. Fees will be removed from the CDDPs fee for service (DD 48) payment limit. ODDS may offer Technical Assistance to those CDDPs that exceed 10 submissions or 1% of

the total Client enrollment for the CDDP (whichever is greater) in three consecutive months, or upon request. Providing technical assistance will not negate the fee for those administrative errors that have occurred.

3. CDDP Responsibilities with regards to Lane v. Brown et al Settlement Agreement.

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

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

4. ODDS Administrative Responsibilities.

- a. ODDS will publish Action Requests and Policy Transmittals that have an impact on the day-to-day processes and operation of a CDDP to the Innovation and Engagement website prior to publication. Website comments will be reviewed and responses to those comments posted at the time of publication of the Transmittal. ODDS reserves the right to not respond to all individual website comments.
- b. ODDS will publish Transmittals prior to the effective date of the Transmittal.
- c. ODDS will provide training to the CDDP staff prior to implementing new systems. Training(s) may be in multiple formats including but not limited to in person, webinars, iLearn, and other media sources. Trainings will be conducted, at a minimum, in four areas of the state if in person.
- d. ODDS will respond to fiscal inquiries from the CDDP within five business days of receipt of a written inquiry.
- e. ODDS will only post information from final quality assurance report results on the DHS website. ODDS will analyze widespread findings that lower the results for a large number of Case Management Entities (CMEs) and bring forward those findings to the Case Management Leadership Team prior to posting on the website for strategic messaging.

5. Quality Assurance.

- a.** DHS' quality assurance activities include:
 - (1) Review of Case Management Services;
 - (2) Review of assessments, ISPs, and LOC;
 - (3) Review of CDDP's Provider monitoring, complaints, and other contracted obligations; and
 - (4) Review of approved Case Management claims.
- b.** CDDP shall:
 - (1) Comply with all DHS quality assurance reviews, plans, and processes designed to monitor and ensure CDDP's timely and accurate CMS compliance.
 - (2) CDDP shall follow any and all undisputed remediation instructions, including timelines, resulting from the quality assurance review findings.
 - (3) Make available to DHS' quality assurance staff, upon request, Access, including a login and password, to any electronic systems or physical documentation that contains I/DD information regarding Individuals enrolled in DD 48 Case Management Services as allowed under federal and state law.
- c.** DHS shall:
 - (1) Notify CDDP in advance of a DHS quality assurance review.
 - (2) Provide timely feedback to CDDP of quality assurance review findings and an opportunity for CDDP to dispute those findings prior to the final report.
 - (3) Provide technical assistance and training to CDDP in the areas identified as needing improvement by the quality assurance review. Technical assistance and training provided by DHS will not negate necessary remediation activities by CDDP.

**EXHIBIT B
PART 2
SERVICE ELEMENT STANDARDS AND PROCEDURES**

1. Provision of Services.

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

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

Service Name	Service Code	References
Eligibility and Licensing	DD 02	Chapter 411, Division 320, Service Element Standards and Procedures
Case Management Operations	DD 48	Chapter 411, Divisions 415 and 320; Service Element Standards and Procedures
Abuse Investigation Services	DD 55	Chapter 411, Division 320; Service Element Standards and Procedures

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

Service Name	Service Code	References
Comprehensive In-Home Support Services for Adults	DD 49	Chapter 411, Divisions 345, 435 and 450
Residential Facilities Services	DD 50	Chapter 411, Division 325
Supported Living Services	DD 51	Chapter 411, Division 328
Transportation Services	DD 53	ODDS Transportation Worker Guide Authorizing Community Transportation; Exhibit B Part 2

Service Name	Service Code	References
Employment and other Non-Residential Day Services	DD 54	Chapter 411, Divisions 345 and 450
Special Projects	DD 57	Exhibit B Part 2
Ancillary Services	DD 257	Chapter 411, Division 435
Adult Foster Homes	DD 158	Chapter 411, Division 360
Child Foster Homes	DD 258	Chapter 411, Division 346
Family Support Services for Children	DD 150	Chapter 411, Division 305
In-Home Support for Children	DD 151	Chapter 411, Divisions 435 and 450
Room and Board General Fund	DD 156	Exhibit B Part 2

2. Service Element Standards and Procedures Review Process.

DHS shall update this Exhibit B Part 2 as follows:

- a. ODDS will engage with a standing group of stakeholders to review and, if needed, modify this Exhibit B Part 2. Stakeholders shall include CDDP staff, designated representatives, ODDS staff, and other parties identified by ODDS.
- b. Upon determining that an update is necessary, a draft of the document changes will be sent to the stakeholder group via e-mail for review and comment. The e-mail shall include a time, date, and conference line number for a discussion between DHS and CDDP's regarding the draft Service Element Standards and Procedures being reviewed. DHS will accept comments via e-mail for 15 business days after the date of the e-mail with the changes.
- c. After the conference call and the deadline for receipt of any e-mail review and comments by CDDP staff, DHS will consider any information from CDDPs when determining the final changes to this Exhibit B Part 2.
- d. Upon completion of the review process, DHS shall follow the amendment process as outlined in Exhibit D, Section 6 of this Agreement to update this Exhibit B Part 2.

3. Authorization of Services and Rates.

CDDP must authorize Services as outlined below:

- a. All Services, regardless of service setting or unless otherwise noted, must be authorized in eXPRS in a manner consistent with rule by the CDDP in which the Individual is enrolled and is receiving DD 48 Case Management Services and found eligible for I/DD Services as outlined in OAR Chapter 411, Division 320. This authorization must be obtained and documented in accordance with OAR's and DHS policies and procedures.
- b. All Services must be authorized at the appropriate rate for the service setting. Rates are subject to change upon notice from DHS.

- c. Payment(s) for Services will be made by DHS through the eXPRS Payment and Reporting System directly to the Provider for services delivered unless otherwise noted.
- d. CDDP's authorization to Providers must follow all applicable rules, Service Element Standards and Procedures, and DHS' policies and procedures including proper budget approvals.
- e. **In-Home Services (DD 49, DD 150, DD 151)** – Rates are set using the most recent ODDS Expenditure Guidelines. Exceptions to the published rate(s) may be allowed with prior approval by DHS. For all In-Home Services, CDDP shall:
 - (1) Enter a draft POC Service Authorization within eXPRS upon completion of the Individual's ISP.
 - (2) Add a POC Service Plan line for each Service authorized by the CDDP and agreed to by the Individual.
 - (3) Once a Service Provider is selected by the Individual, the CDDP shall add the Service Prior Authorization lines to the Individuals POC in manner consistent with the OAR and this Agreement.
- f. **Residential Facilities Services (DD 50)** – Rates are set based on the Individual's assessed tier and the licensed capacity of the home where the Individual resides as of the effective date of the CPA unless otherwise stated below. Residential rates are maintained on a public facing website.
 - (1) An Individual selecting a residential setting in accordance with OAR Chapter 411, Division 54 "Residential Care and Assisted Living Facilities" or OAR Chapter 309, Division 35 "Residential Treatment Facilities and Residential Treatment Homes for Adults with Mental Health Disorders" will have a DD 50 Service rate established by the application of the Individual's DD Functional Needs Assessment to the specific residential setting published rates for Services. The rates are subject to change upon notice from DHS. The CPA monthly rates for above are established in eXPRS by the CDDP.
 - (2) For an Individual whose DD 50 Service needs exceed the assessed tier, an exception rate may be established by DHS. Notification of the DHS approved rate, with a specific effective date, will be submitted to the CDDP and the Provider. This exception rate is considered a temporary rate enhancement and may be approved or discontinued at the discretion of DHS in conjunction with evaluation of the Individual's assessed support needs.
- g. **Supported Living Services (DD 51)** – Rates are set based on the Individual's Functional Needs Assessment and the approved DHS budget tool. The budget tool provides the approved hourly rates and limitations to other program expenses. The hourly rates and limitations may not be changed by the CDDP or Provider

when using the DHS budget tool. Individuals receiving DD 51 Services from a Provider are not eligible for rent subsidies paid by DHS through ODDS.

h. Transportation Services (DD 53) – Rates are set using the DD 53 Budget Tool or the transit providers published rate.

- (1) Rates are split into three categories:
 - (a) Mileage – Rate is set using the most current DHS rate for mileage as reflected on the DD 53 Budget Tool and rate guideline.
 - (b) Bus Passes – Rate is set according to the transit providers current published rate. DD 53 Budget Tool is not needed for Bus Passes.
 - (c) Agency – Pre-determined rates for agencies who provided transportation services prior to the implementation of mileage rates. The agency rate is a negotiated rate between DHS and the service Provider. To receive an agency rate, the Provider must have had a previous agency rate and continue to provide service to the same Individuals.
- (2) Services may only be claimed when transporting the Individual as outlined in the Providers PEAA agreement.
- (3) If DD 53 Services exceed \$500 monthly, CDDP will submit an exception request to ODDS prior to authorization.
- (4) CDDP will review Service Authorizations annually to ensure Individual ISP goals are being met.
- (5) Services are not transferable and must be reassessed if the Individual transfers to a new CDDP or Brokerage or changes Provider agencies.
- (6) Individuals enrolled in Transportation Local Match Services are not eligible for DD 53 Services without an exception.
- (7) Authorizations for DD 53 Services must follow the Transportation Contracting Matrix found in the ODDS Community Transportation Worker Guide.

i. Employment Services and other Non-Residential Day Services (DD 54) -

Rates are set using the most recent ODDS Expenditure Guidelines. Exceptions to the published rate(s) may be allowed with prior approval by DHS. Additionally, CDDP will:

- (1) Assist DHS in monitoring compliance with the following Provider special reporting requirements:
 - (a) Provider must complete such Provider assessments as requested by DHS in a timely and accurate manner.
 - (b) Provider must submit reports through the DHS Employment Outcomes System (EOS), Plan of Care in eXPRS, or other successor reporting systems developed by DHS. These reports

must include data that measures the individual and program outcomes and be completed in accordance with current instructions provided by DHS.

- (c) Provider will report to DHS any employment outcome related information (including but not limited to wages, earnings, and turnover data) to DHS using forms and procedures designated by DHS.
- (d) Providers must at all times comply with all other legal requirements and maintain documentation evidencing compliance such as subminimum wage certificates including the US Department of Labor Section 14(c) certificate.

- (2) The Individual will receive the hours of DD 54 Services per week as agreed to by the Individual, his or her ISP team, and the Provider. DD 54 Service hours provided to the Individual may not be lowered to accommodate any DHS reductions in the Provider rate.

j. Special Projects (DD 57) – Rates and authorizations for DD 57 are set as outlined below:

- (1) General Fund (GF) Special Projects – are one-time only or time-limited Services, for Individuals with I/DD, approved in advance by DHS and ODDS. GF Special Projects include:
 - (a) Sex offender treatment through group therapy, individual therapy, or a combination of the two.
 - (b) Special Projects not otherwise defined in this Agreement.
- (2) Individuals receiving GF Special Project Services must be found eligible for I/DD Services under OAR Chapter 411, Division 320. Under extraordinary circumstances, ODDS may authorize an exception to this eligibility requirement.
- (3) All requests must be submitted to ODDS.FundingReview@state.or.us prior to authorization.
- (4) Performance Requirements for GF Special Projects Sex Offender Treatment
 - (a) The sex offender treatment funded by GF Special Projects must be court ordered, ordered as a condition of parole or probation, or an exception authorized in advance of the therapy by ODDS. Individuals under the jurisdiction of the Psychiatric Security Review Board (PSRB) do not qualify for GF Special Project funding for sex offender therapy and CDDP will not use GF Special Project funds for sex offender treatment for these Individuals.

- (b) Requests for funding must include:
- i. An agreement to the sex offender therapy by the Individual's support team prior to submission of the request to ODDS. Documentation of this agreement must be submitted with the request.
 - ii. A budget or a quote for the cost of the therapy services. Therapy rates must not exceed the usual and customary rates for the geographic service area in which the Individual receives sex offender treatment.
 - iii. The sex offender therapy Provider's name.
 - iv. The type of sex offender therapy (individual or group or individual and group therapy).
 - v. The number of sessions per week by type of therapy requested.
 - vi. The effective and end dates of the requested therapy. The term of the requested therapy cannot exceed the amount of time ordered by the court or specified by the terms of a probation or parole agreement.
 - vii. The hourly rate for each type of therapy requested.
 - viii. The total amount being requested for the Individual per month.
 - ix. Information or documentation of funds the Individual receives from any non-Supplemental Security Income (SSI) source. The Individual will be required to contribute toward the cost for sex offender treatment if receiving funds from a non-SSI source.
 - x. Documentation that the sex offender treatment is court ordered or is required by the terms of the parole or probation agreement. CDDP will make this documentation available to ODDS upon request.
- (c) When GF Special Project funds are used to pay for sex offender treatment, the therapy must be provided by a qualified Provider as determined by the applicable ODDS program rules; or recognized by a board in Oregon authorized to license or certify professionals, such as Board of Social Workers or Board of Licensed Psychologists.
- (d) CDDP shall obtain and maintain documentation regarding the Individual and the Individual's sex offender treatment. This documentation shall include but is not limited to:

- i. Clinical reports;
 - ii. Agreements to the sex offender treatment from the Individual's support team; and
 - iii. An itemization of the Individual's treatment costs.
- (5) Performance Requirements for GF Special Projects not otherwise defined in this Agreement are described below:
 - (a) Any GF Special Project must be authorized in advance by ODDS, accepted in a SEPA in eXPRS, and the GF Special Project must be performed prior to ODDS releasing funding. Funding for GF Special Projects will be paid directly to the CDDP.
 - (b) Terms and conditions of each GF Special Project will be defined in cooperation with the CDDP but must be prior authorized by ODDS before occurring.
 - (c) Start-Up Costs for new agencies or programs will be paid through DD 57 GF Special Projects. Allowable Costs and other terms and conditions will be determined through a contract with the agency or program and DHS.
- (6) All DD 57 GF Special Project funds are subject to Settlement to confirm and reconcile any discrepancies that may have occurred between actual DHS disbursements of funding and the amount actually delivered and invoiced at the end of the Agreement period or biennium in which they are authorized, whichever comes first.
- k. Foster Home Services (DD 158, DD 258) -** Rates are set based on the Individual's FNA tool rate unless otherwise stated below. FNA's must be attached to the Individuals POC prior to authorization. Rates are individualized and not transferrable to another eligible Individual.
Billing for these services should be in accordance with all OARs and policies applicable to the specific Service.
- l. Room and Board General Fund (DD 156) –** Services for DD 156 are limited to those Individuals with I/DD who are not Medicaid eligible due to the Individual being undocumented but are working towards United States citizenship. DD 156 Services assist these Individuals with room and board (R&B), personal incidental items, and as necessary, allowable medical expenditures.
 - (1) Authorizing DD 156 Services:
 - (a) Individuals must be 18 or older and concurrently receiving DD 50 Services.
 - (b) Services must be approved in advance by DHS. CDDP must submit the following documentation when requesting DD 156 Services:

- i. Individual's name;
 - ii. Individual's prime number;
 - iii. Effective date of requested DD 156 Services;
 - iv. Amount of monthly funds requested;
 - v. Information regarding Individual's citizenship status;
 - vi. Steps Individual has taken to date in obtaining citizenship;
 - vii. Steps to be taken by the Individual to obtain citizenship during the time frame requested for DD 156 Services;
 - viii. A copy of the Individual's most current Individual Support Plan (ISP), if funding for medical expenditures is requested;
 - ix. A methodology for calculating the funds for medical expenditures, if applicable;
 - x. Documentation that the Individual has been denied Citizen Alien Waived Emergent Medical (CAWEM) and Oregon Health Plan (OHP) insurance coverage.
- (c) An Individual cannot receive DD 156 medical expenditure funding if the Individual is receiving OHP or CAWEM benefits unless the ISP team determines that the Individual's medical needs exceed what is covered CAWEM benefits and requests an exception.
- (d) If the Individual has been approved to receive DD 156 medical expenditure funding and has been approved for CAWEM, CAWEM must be used for any medical expenditure covered by CAWEM. CAWEM coverage is limited to emergency medical services only. No DD 156 medical expenditure funding may be used for medical expenditures covered by CAWEM.
- (e) DD 156 funds may be used for an Individual in a medical emergency even though the emergency situation is not included in the ISP. For purposes of this Exhibit B Part 2, an emergency situation is defined as a sudden onset of a medical condition manifesting itself by acute symptoms of sufficient severity (including severe pain) such that the absence of immediate medical attention could reasonably be expected to result in placing the Individual's health in serious jeopardy, serious impairment to bodily functions, or serious dysfunction of any bodily organ or part.

- (f) The following medical services are not authorized under DD 156 Services:
 - i. Routine dental care and diagnostic testing such as annual or semi-annual cleanings, fillings, root canals and routine x-rays.
 - ii. Routine eye exams, diagnostic testing, contacts, glasses and lenses.
 - (g) DD 156 authorizations may not exceed 12 months. If requesting a renewal, CDDP must submit:
 - i. Updated information about the status of the Individual's citizenship;
 - ii. Steps the Individual has taken towards citizenship since the last update;
 - iii. Steps to be taken by the Individual to obtain citizenship during the requested timeframe for renewed DD 156 Services; and
 - iv. Updated documentation on CAWEM and OHP eligibility.
- (2) Rate Setting for DD 156 Services:
- (a) The funds awarded for DD 156 Services for R&B and personal incidentals are equivalent to the anticipated federal Supplemental Security Income (SSI) as defined in Code of Federal Regulations (CFR) Part 416.101 – 416.121, 416.401 – 416.435 and 416.501 - 416.665, and the Oregon Supplemental Income Program (OSIP) Manual under “Room and Board and Personal Needs Standards”. Monthly rates are subject to change to reflect federal cost-of-living or other DHS approved adjustments. These monthly rate changes do not require a request by CDDP and approval from DHS. Any monthly rate adjustments resulting from these changes will be added by DHS to awards DHS authorized for Individuals receiving DD 156 Services.
 - (b) DD 156 funds must be used for “current maintenance” costs incurred by an Individual receiving DD 156 Services, as defined in the above-referenced CFRs, the OSIP Manual, and as outlined in this Exhibit B Part 2. Current maintenance includes the room and board fees charged by the Provider to the Individual and costs incurred for clothing, medical care authorized by DHS, and personal comfort care for the Individual, whether provided directly by, or facilitated by, the Provider of the DD 156 Services.
 - (c) DD 156 funds used for an Individual's medical expenses must only be for necessary medical expenditures for the Individual up to the amount authorized by DHS.

- (3) Disbursement of DD 156 Service Funds:
- (a) A SEPA will be created for the total amount of the DD 156 Service allowed for the Individual prior to Services being rendered.
 - (b) DD 156 funds are disbursed through a PPA in eXPRS to the CDDP.
 - (c) R&B and personal incidental funds are disbursed at the beginning of each Service month through a DHS created 12-month PPA. CDDP must remit payment to the Provider after receiving disbursement.
 - (d) Medical Expenditures are disbursed at the beginning of a service period through a DHS created three-month PPA. CDDP must remit payment to the Provider after receiving disbursement. If DHS has paid to CDDP, through the release of the PPA funding, more DD 156 medical expenditure funds than reported by the Provider and submitted by CDDP, DHS will stop releasing funds for DD 156 medical expenditures until the balance due CDDP for DD 156 medical expenditures is no less than one month of the allocated PPA funding. If a Provider's monthly medical expenditure report shows the Provider needs additional medical expenditure funds to cover future medical costs for an Individual, and the additional funds and medical expenditures are within the Individual's DHS authorized funding, then DHS will release the additional funding up to, but not to exceed, the SEPA amount.
- (4) Special Provisions of DD 156 Services:
- (a) Medical expenditure funding for an Individual for DD 156 Services paid to a Provider via CDDP may only be carried over into future months within the same biennium. When medical expenditure funding carry-over occurs, the next monthly payment to CDDP for the Individual will be reduced by DHS by the amount carried over from the previous months. CDDP may not carry over funding of DD 156 Services for medical expenditures into the next biennium. The medical expenditure funding must be returned to DHS immediately upon request by DHS, or within 45 calendar days of the end of the biennium in which the funds were paid, whichever date is sooner.
 - (b) CDDP shall notify DHS within 14 calendar days if the Individual's circumstances change and the Individual is no longer eligible for DD 156 Services.
 - (c) DHS may request at any time other information regarding the use of DD 156 Services or the justification of such Services. CDDP must respond to any request within 10 business days.

(d) CDDP must submit to DHS quarterly, paid Provider invoices for R&B and personal incidental expenditures. Provider invoices must reflect that the Individual received the DD 156 Services during the time period covered by the invoices. If paid Provider invoices are not received by DHS, the R&B and personal incidental funds paid to Provider, and not supported by paid Provider invoices, must be recovered by CDDP and CDDP must then return this DD 156 funding to DHS.

(e) For Medical Expenditures:

- i. Providers shall report to CDDP the allowable medical expenditures each month on a DHS prescribed form. This monthly report will serve as the Provider invoice for medical expenditures for DD 156 Services. This monthly medical expenditure report must include the following, at minimum:
 - A. Individual's name;
 - B. Individual's prime number;
 - C. Month or timeframe for the reported DD 156 Services;
 - D. Provider's name and eXPRS Provider number;
 - E. Description of each medical expenditure listed separately;
 - F. Amount of each medical expenditure;
 - G. Name of entity actually providing the DD 156 Service, such as the name of pharmacy, doctor, or therapist.
 - H. Actual date of DD 156 Service, not the date the Service was paid for by the Provider.
- ii. Provider must submit a monthly medical expenditure report to the CDDP within 14 calendar days of the end of each month DD 156 Services were provided. The Provider medical expenditure report for the last month in the biennium must be submitted to CDDP within 14 calendar days of the end of each biennium.
- iii. CDDP shall submit for payment the Provider's monthly medical expenditure report on a form prescribed by DHS no later than 45 calendar days from the end of the month in which DD 156 Services were provided. DHS will review this report for accuracy and adherence to this Exhibit B Part 2. CDDP will be notified of any non-allowable expense

and will be required to recoup the funding from the Provider. CDDP will remit to DHS the recouped funding within 45 calendar days of recoupment.

- (f) DHS reserves the right to end DD 156 Services with proper notice to the Individual, Provider and CDDP.
- (g) All DD 156 funds are subject to Settlement to confirm and reconcile any discrepancies that may have occurred between actual DHS disbursements of funding and the amount actually delivered and invoiced at the end of the Agreement period or biennium in which they are authorized, whichever comes first.

m. Ancillary Services (DD 257) - Rates are set using the most recent ODDS Expenditure Guidelines. Exceptions to the published rate(s) may be allowed with prior approval by DHS. For all Ancillary Services, CDDP shall:

- (1) Draft a POC Service Authorization within eXPRS upon completion of the Individual's ISP.
- (2) Add a POC Service Plan line for each Service authorized by the CDDP and agreed to by the Individual.
- (3) Once a Service Provider is selected by the Individual, the CDDP shall add the Service Prior Authorization lines to the Individuals POC in manner consistent with OAR and this Agreement.

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

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

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

Service Element DD 02 Standards and Procedures

Effective Date: July 1, 2019
Service Name: Eligibility and Licensing
Service ID Code: DD 02

1. Overview.

Eligibility and Licensing encompasses the activities related to determination of Eligibility of Individuals and assisting in the licensing of Adult Foster Homes under OAR Chapter 411, Division 360; and assistance in certifying Child Foster Homes under OAR Chapter 411, Division 346, unless otherwise exempt under Oregon law.

2. Standards and Procedures not identified in rule.

- a. CDDP will comply with Oregon Administrative Rules, DHS policies and procedures, and Transmittals, as they relate to Eligibility and Licensing.
- b. Special Reporting Requirements
Upon DHS' written request, CDDP will provide data and information relative to the implementation of DD 02 Services within the time specified by DHS in its request to CDDP.
- c. Billing and Payment Procedures
 - (1) DHS will provide CDDP with funding for DD 02 Services by entering a Service Element Prior Authorization (SEPA) and Provider Prior Authorization (PPA) based on the approved CDDP workload model or its funding level for FTE staff.
 - (2) DHS will disburse funding for DD 02 Services for a specified period of time equal to the monthly amount set forth in the accepted SEPA and approved in the PPA, as such amounts may be updated from time to time. Any recovery of funding will be done as outlined in Exhibit B Part 3 of this Agreement unless the recovery falls in the following section d.
- d. CDDP, as a Provider of DD 02 Services that are funded by DHS, must:
 - (1) Employ an identified individual as an Eligibility Specialist, as defined in OAR 411-320-0020 (14) and meet qualifications outlined in OAR 411-320-0030 (5)(d) to perform the duties outlined in OAR 411-320-0030 (9)(b) and OAR 411-415-0050 or have an agreement with another county to perform eligibility determination for the CDDP receiving the DD 02 funding. If there is an agreement with another county to perform eligibility determinations, the agreement must include the provision of DD 02 Services in that county's geographic Program Area.

- (2) Employ an identified individual as a Licensor who meets qualifications indicated in OAR 411-320-0030 (5)(g) and performs the duties outlined in OAR 411-320-0030 (9)(e); or have an agreement with another county to perform foster care licensing and certification for the CDDP receiving the DD 02 funding. If there is an agreement with another county to perform foster care licensing and certification, the agreement must include the provision of DD 02 Services in that county's geographic Program Area.
- (3) Employ sufficient staff to perform the eligibility determinations and licensing duties for its own CDDP and the county with whom it is subcontracting if performing these duties for another county.
- (4) Use DHS approved systems, forms and procedures for eligibility determination services.
- (5) Inform DHS' Office of Developmental Disabilities Services (ODDS) of the name(s) of the CDDP's designated Eligibility Specialist(s) and notify ODDS if the CDDP assigns a new Eligibility Specialist.
- (6) Will determine an Individuals eligibility for Services within the time frames identified by DHS in OAR 411-415-0030 and OAR 411-320-0080.
- (7) Ensure that an Eligibility Specialist (ES) or ES processor with the appropriate training and eXPRS user role completes the appropriate eligibility paperwork and intake screens in eXPRS.
- (8) Complete the eXPRS eligibility within 10 days of any eligibility determination or change.
- (9) Complete the supplemental LOC assessment through the Oregon Needs Assessment, in compliance with OAR 411-415-0060.

Service Element DD 48 Standards and Procedures

Effective Date: July 1, 2019
Service Name: Case Management Operations
Service ID Code: DD 48

1. Overview.

Case Management Operations encompasses the activities related to the general administration and management of a Community Developmental Disability Program (CDDP). These activities include but are not limited to ensuring that all staff receive necessary training, that all services offered by the CDDP are understood by staff as well as the rules that govern those services, and that all staff comply with OAR Chapter 411, Division 320 as it describes the requirements of CDDP staff.

Case Management Services are delivered to Individuals who are eligible for Intellectual or Developmental Disabilities Services (I/DD Services) funded by DHS in an identified CDDP's geographic Program Area.

2. Standards and Procedures.

a. General Performance Requirements

- (1) For each eligible Individual receiving DD 48 Services, the CDDP shall create and submit a Client Prior Authorization (CPA) in eXPRS for DD 48 Services within five business days of the CDDP's determination that the Individual is eligible for DD 48 Services. Updates or changes to an Individual's eligibility or service period for DD 48 Services must be reflected in the Individual's CPA within five business days of the CDDP's receipt of notification of change. The DD 48 CPAs that are submitted successfully by the CDDP and are accepted through eXPRS will serve as the CDDP enrollment roster for DD 48 Services.
- (2) Providers of DD 48 Services funded by DHS shall:
 - (a) Comply with the requirements of OAR Chapter 411 Division 320 "Community Developmental Disabilities Program" and Division 415 "Case Management Services for Individuals with Intellectual or Developmental Disabilities", as such rules may be revised from time to time.
 - (b) Complete annual plan entry into eXPRS for any Plan of Care Services under the guidelines identified in OAR 411-415-0070 "Service Planning". Failure to follow the guidelines identified may result in payment withholding for services rendered or other actions as deemed appropriate by DHS.

- (c) Develop, maintain, and effectively implement systems and procedures for the timely and accurate documentation of DD 48 Services.
- (d) Comply with all DHS requirements designed to assure the timely and accurate enrollment, Service Authorization, and service payment for Individuals receiving DD 48 Services.
- (e) Provide, at minimum, one annual qualifying billable RFFS Claim for each Individual enrolled in DD 48 Services.
- (f) Ensure that all Claims billed are for activities that meet DHS guidelines as qualifying billable RFFS Claims.
- (g) Ensure each Individual receiving DD 48 Services is eligible for DD Services, with eligibility determined in accordance with OAR Chapter 411, Division 320, as such rule may be revised from time to time.
- (h) Complete and submit DD 48 Service eligibility or enrollment information via established methods, and update forms following instructions and forms(s) or method(s) designated by DHS. Failure to submit the DD 48 Service eligibility or enrollment form may delay the approval of the CPA for DD 48 Services.
- (i) Ensure that all Oregon Administrative Rules and DHS policies, procedures, and Transmittals are complied with and that CDDP staff provide Case Management Operations in compliance with Exhibit B Part 2 of the Agreement.
- (j) Assist DHS with the implementation of and compliance with Executive Order 15-01 and OAR Chapter 407, Division 025 "Employment Services" and as outlined in Exhibit B Part 1 of the Agreement.

b. Special Reporting Requirements

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

c. Billing and Payment Procedures

- (1) Funding for DD48 Services are:
 - (a) Based upon the amount of qualified billable RFFS Claims submitted by the Provider of DD 48 Services, up to the monthly amount authorized by the CDDP's DD 48 Services Provider Prior Authorization (PPA);

- (b) Paid to the CDDP after the Claims processing cycle on the 15th of the month based on: Title XIX eligible Claims cleared since the first of the month; and Title XIX eligible Claims made for the previous month(s) that have cleared but have not previously been paid, will also be processed for payment at this time up to the monthly authorized amount. General fund Claims submitted for the time period between the 1st of the month and the 15th of the month will be held until the next monthly Claims processing cycle described in 2.c.(1)(c) of this DD 48 Service Element Standards and Procedures.
- (c) Paid to CDDP after the Claims processing cycle on the last day of the month based on:
 - i. If any funds remain or are available in the monthly authorized amount;
 - ii. Title XIX eligible Claims cleared since the 15th will be processed and paid first;
 - iii. Title XIX eligible Claims cleared but not yet paid for the previous month(s) will be processed and paid second up to the maximum monthly authorized amount;
 - iv. If any funds remain or are available for the month after payment of the Title XIX eligible Claims, general fund Claims that have cleared that month will be processed and paid third; and
 - v. General fund Claims cleared but not yet paid for the previous month(s) will be processed and paid fourth until the monthly authorized amount is exhausted.
- (2) DHS is not obligated to provide funding for any DD 48 Services that are not properly documented in Individual case files, or are not properly reported through eXPRS within 12 months of the DD 48 Service, and by the date 60 calendar days after the earlier of expiration or termination of the Agreement; termination of DHS' obligation to provide funding for DD 48 Services; or termination of CDDP's obligation to include the Program Area in which DD 48 Services fall.
- (3) Provider of DD 48 Services shall resolve all Provider Liability Accounts (PLA) as shown in eXPRS relating to DD 48 Services, by ensuring the PLA ending balance is zero, within 60 calendar days after the earlier of expiration or termination of the Agreement with DHS; termination of DHS' obligation to provide funding for DD 48 Services; or termination of CDDPs obligation to include the Program Area, in which DD 48 Services fall.

- (4) Each Individual receiving DD 48 Services must have an active, accepted CPA within eXPRS for the period DD 48 Services are provided to the Individual in order for Provider to submit a qualifying Claim.
- (5) For each unit of DD 48 Services reported in eXPRS as delivered to an Individual, a qualifying billable DD 48 Service must have been delivered to the Individual and sufficiently documented in progress notes within the Individual's file. DHS will not provide funding for more than one billable DD 48 Service or unit per Individual per day.

Service Element DD 55 Standards and Procedures

Effective Date: July 1, 2019
Service Name: Abuse Investigation Services
Service ID Code: DD 55

1. Overview.

Abuse Investigation Services (DD 55 Services) for adults include responding to abuse allegations, accessing protective services in coordination with case management entities, and assuring that the abuse allegations are appropriately investigated and reported. County must operate a Community Developmental Disabilities Program (CDDP), or have a service agreement with another CDDP, to perform abuse investigation activities included in the DD 55 Services.

2. Standards and Procedures.

a. General Performance Requirements

- (1) When providing DD55 Services for DHS, County will:
 - (a) Comply with OAR Chapter 411, Division 320 “Community Developmental Disabilities Program”, as such rules may be revised from time to time.
 - (b) Comply with OAR Chapter 407, Division 045 “Office of Adult Abuse Prevention and Investigations”, as such rules may be revised from time to time.
 - (c) Comply with DHS policies and procedures and DHS Transmittals requesting action or providing policy information.
- (2) County must employ, or have an agreement with an identified CDDP or Subcontractor to employ, individuals as abuse investigators to perform abuse investigation activities which includes the provision of DD 55 Services in a geographic Program Area and who will be referred to as the “Abuse Investigator”.
- (3) The County, CDDP, or Subcontractor shall employ and provide training for all staff indicated in the workload model for Abuse Investigation Services within the funding allotted.
- (4) Investigators must use OTIS approved forms and procedures for mandatory abuse reporting, accessing protective services, and investigation and documentation of findings regarding abuse allegations.
- (5) Investigators must complete the abuse investigation duties within the timelines outlined in rule. Any variance to the investigation rules in OAR

Chapter 407, Division 45 “Office of Adult Abuse Prevention and Investigations” must be reviewed and approved by OTIS.

- (6) Investigators must participate in quarterly meetings held by OTIS.
- (7) Investigators must participate in the county multidisciplinary team relative to ORS 430.739 “County multidisciplinary teams; protocols; reports” and provide any requested data and information needed to comply with ORS 403.739 and OAR Chapter 407, Division 45.
- (8) Per ORS 430.731(3) a person employed by a CDDP to provide Case Management Services may not serve as the lead investigator of an allegation of abuse of a person with a developmental disability.
- (9) A CDDP may identify a back-up Abuse Investigator who is also a case manager or Services Coordinator. Back-up Abuse Investigators must complete the Investigator Core Competencies training as delivered by OTIS. A back-up Abuse Investigator may be used in a situation where the primary Abuse Investigator is absent or temporarily unavailable. If a case manager is the back-up Abuse Investigator, the case manager cannot serve as the investigator for an allegation involving an adult they case manage.
- (10) In circumstances where a CDDP may have a potential conflict of interest, OTIS should be consulted as prescribed in OAR Chapter 407, Division 45. A conflict of interest is limited to cases where a CDDP employee is the accused person, there is a familial relationship to the investigator, or the allegation is a highly sensitive issue requiring outside investigation.
 - (a) The Abuse Investigator must consult with investigators in neighboring service areas to coordinate an out of county investigation. Investigators cannot reject a request for an out of county investigation based solely on workload impacts.
 - (b) OTIS, in consultation with the Abuse Investigator, will determine if there is an actual or potential conflict of interest that cannot be remedied through assignment to another abuse investigation provider.
 - (c) OTIS will provide a written response regarding the outcome of the formal request to the original investigator within 24 hours.

b. Special Reporting Requirements

Upon DHS’ written request, a CDDP will provide data and information relative to the implementation of DD 55 Services within the time specified by DHS in its request to County.

3. Billing and Payment Procedures.

- a. DHS will provide County with funding for DD 55 Services by entering a Service Element Prior Authorization (SEPA) and Provider Prior Authorization (PPA) based on the approved County workload model or its funding level for FTE staff.

- b.** DHS will disburse funding for DD 55 Services, for a specified period of time, in an amount equal to the monthly amount set forth in the accepted SEPA and approved in the PPA, as such amounts may be updated from time to time, subject to the following:
- (1) If County fails to deliver DD 55 Services for part of a month, the funding for DD 55 Services for that month will be prorated and DHS may reduce future disbursements of DD 55 funds accordingly.
 - (2) If requested by DHS, County shall also accept an appropriate SEPA Adjustment to amend funding for DD 55 Services as a result of a CDDP's failure to deliver the DD 55 Services for a full month.

**Reserved
for
Centralized Abuse Management (CAM) System Standards and Procedures**

EXHIBIT B
PART 3
FINANCIAL TERMS AND CONDITIONS

1. Disbursement of Payments.

- a. Disbursement Generally. Subject to the conditions precedent to disbursement set forth in subsection c. below, DHS shall disburse the payments described in the SEPA to CDDP and Subcontractors in accordance with the procedures set forth in this Section 1 and, as applicable, in the Service Element Standards and Procedures. Disbursement procedures may vary by DD Service.
- b. Disbursements Remain Subject to Recovery. All disbursements of funds to CDDP and Subcontractors under this Agreement remain subject to recovery from CDDP, in accordance with Section 6 below, as a Misexpenditure.
- c. Conditions Precedent to Disbursement. DHS' obligation to disburse payments to CDDP and Subcontractors under this Agreement is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:
 - (1) No County default as described in Section 8 "County Default" of Exhibit E Standard Terms and Conditions has occurred.
 - (2) County's representations and warranties set forth in Section 4 "Representations and Warranties" of Exhibit E Standard Terms and Conditions are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.

2. Use of Funding. CDDP shall use the funds disbursed to CDDP under this Agreement solely to cover actual Allowable Costs reasonably and necessarily incurred to deliver DD Services during the term of this Agreement.

3. Effect of Amendments Reducing Funding. If CDDP and DHS amend the SEPA or Agreement to reduce the amount of funding awarded for a particular DD Service, CDDP is not required by this Agreement to utilize other CDDP funds to replace the funds no longer received under this Agreement as a result of the Amendment and CDDP may, from and after the date of the Amendment, reduce the quantity of that DD Service included in its CDDP commensurate with the amount of the reduction in funds awarded for that DD Service.

If a CDDP receives Local Match funding to recoup the reduced funding, Services may not be reduced. Nothing in the preceding sentence shall affect CDDP's obligations under this Agreement with respect to payments actually disbursed by DHS under this Agreement or with respect to DD Services actually delivered.

4. Carryover.

- a. Funds received by CDDP for the Service Elements DD 02 and DD 55 that remain available at the close of a State fiscal year or a biennium, may be retained by CDDP upon DHS review and approval ("Carryover"). The amount or percentage of funding to be retained by CDDP shall be determined by DHS. Any amount of

Carryover funds authorized by DHS is to be used by CDDP in support of DD Services provided to Individuals as approved by DHS and may not be co-mingled with other County programs or departments.

- b. Carryover funds retained from a previous biennium must be reported to DHS using the form provided by DHS. The report must include the following:
 - (1) Amount of awarded funds or other compensation paid directly to the CDDP under this Agreement.
 - (2) A written description of how the Carryover funds will be used by CDDP to increase DD Services or cover costs of DD Services under the same Service Element for which the funds were awarded to CDDP in the previous biennium.

5. Process for Settlement.

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

- a. DHS will analyze the DHS paid versus CDDP expended funds, for each DD Service funded under this Agreement, for the timeframe of the Settlement process. Upon completion of the DHS analysis, DHS will notify CDDP via an e-mail addressed to the CDDP Administrator of the results of its Settlement process (“Settlement Notification”). The Settlement Notification will include the following:
 - (1) Settlement Cover Letter, and
 - (2) Initial Settlement Report.
- b. CDDP shall have 90 calendar days from the date of the Settlement Notification to respond with corrections, additional information, or acceptance of the Settlement amount as presented by DHS.
- c. CDDP shall submit any additional information or corrections on the spreadsheet provided in the Initial Settlement Report per the instructions in the Settlement packet, as well as any documentation needed to support a disputed amount (the “Response File”).
- d. DHS shall review and respond to CDDP’s Response File within 120 calendar days of receipt of the Response File. DHS shall clearly identify in a revised Settlement Notification, to the CDDP Administrator, which items DHS has accepted or denied.
- e. Any additional backup documentation provided by CDDP is subject to 42 CFR §447.45 Medicaid Claims which allows Medicaid match for new Claims if paid within 12 months from date of Service and seven quarters plus current quarter for corrections to existing Claims.

- f. If DHS and CDDP continue to disagree as to the Settlement amount, the parties may agree to further appropriate dispute resolution processes, subject to Exhibit E Section 18 “Alternative Dispute Resolution” of this Agreement.
- g. The final Settlement Notification sent by DHS to CDDP shall indicate the amount and the expected date of payment to DHS by way of a check from CDDP or recovery through future payments in the manner described in this Exhibit B Part 3. If funds are to be paid to CDDP, the final Settlement Notification shall indicate the amount and the expected date of payment by check from DHS. Any disputes to the final Settlement Notification shall be resolved through the appeals processes as outlined in this Exhibit B Part 3.

6. Recovery of Funding for Misexpenditure.

- a. If DHS identifies a Misexpenditure of moneys disbursed to CDDP under this Agreement, DHS shall provide CDDP by e-mail with written notice thereof and DHS and CDDP shall engage in the process described in subsection 6.b. below.
- b. From the date of the notice of Misexpenditure, CDDP shall have the lesser of (1) 60 calendar days, or (2) if a Misexpenditure relates to a federal government request for reimbursement, 30 calendar days fewer than the number of days (if any) that DHS has to appeal a final written decision from the federal government, to either:
 - (1) Make a payment to DHS of the full amount of the noticed Misexpenditure identified by DHS; or
 - (2) Notify DHS that CDDP wants to repay the amount of the noticed Misexpenditure from future payments pursuant to subsection 6.d. below; or
 - (3) Notify DHS that it wants to engage in the applicable appeal process set forth in subsection 6.c. below.
- c. Appeal Process for Misexpenditure.

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

- (1) Appeal from DHS-Identified Misexpenditure.

If DHS’ notice of Misexpenditure is based on a Misexpenditure solely of the type described in Section 36 b. or c. of Exhibit A “Definitions”, CDDP and DHS shall engage in the process described in this subsection to resolve a dispute regarding the noticed Misexpenditure.

- (a) CDDP and DHS shall engage in non-binding discussions to give CDDP an opportunity to present reasons why it claims that there is no Misexpenditure or that the amount of the Misexpenditure is different than the amount identified by DHS; and to give DHS the opportunity to reconsider its notice of recovery.

- (b) CDDP and DHS may negotiate an appropriate apportionment of responsibility for the recovery of a Misexpenditure. At CDDP's request, DHS will meet and negotiate with the CDDP in good faith concerning appropriate apportionment of responsibility for recovery of a Misexpenditure. In determining an appropriate apportionment of responsibility, CDDP and DHS may consider any relevant factors. An example of a relevant factor is the extent to which either party contributed to an interpretation of a statute, regulation or rule prior to the expenditure that was officially reinterpreted after the expenditure.
 - (c) If DHS and CDDP reach agreement on an amount owed to DHS, CDDP shall, promptly repay that amount to DHS by issuing payment to DHS or direct DHS to withhold future payments pursuant to subsection 6.d. below.
 - (d) If DHS and CDDP continue to disagree as to whether there has been a Misexpenditure or as to the amount owed, the parties may agree to further appropriate dispute resolution processes, including, subject to Department of Justice and County Counsel approval, binding arbitration.
- (2) Appeal from Federal-Identified Misexpenditure.
- (a) If DHS' notice of Misexpenditure is based on a Misexpenditure of the type described in Section 36. a. of Exhibit A "Definitions" and the relevant federal agency provides a process either by statute or administrative rule to appeal the determination of improper use of Federal Funds, the notice of disallowance or other federal identification of improper use of funds, and if the disallowance is not based on a federal or state court judgment founded in allegations of Medicaid Fraud or abuse, then CDDP may, prior to 30 calendar days prior to the applicable federal appeals deadline, request that DHS appeal the determination of improper use, notice of disallowance, or other federal identification of improper use of funds, in accordance with the process established or adopted by the federal agency.
 - (b) If CDDP so requests that DHS appeal the determination of improper use of Federal Funds, federal notice of disallowance, or other federal identification of improper use of funds, the amount in controversy shall, at the option of CDDP, be retained by CDDP or returned to DHS pending the final federal decision resulting from the initial appeal.
 - (c) If CDDP does request, prior to the deadline set forth in (2) (a) above, that DHS appeal, DHS shall appeal the determination of improper use, notice of disallowance or other federal identification of improper use of funds in accordance with the established

process and shall pursue the appeal until a decision is issued by the Departmental Grant Appeals Board of the Department of Health and Human Services (the “Grant Appeals Board”) pursuant to the process for appeal set forth in 45 C.F.R. Subtitle A, Part 16, or an equivalent decision is issued under the appeal process established or adopted by the federal agency. CDDP and DHS shall cooperate with each other in pursuing the appeal.

- (d) If the Grant Appeals Board or its equivalent denies the appeal, then either CDDP, DHS, or both may, in their discretion, pursue further appeals. Regardless of any further appeals, within 90 calendar days of the date the federal decision resulting from the initial appeal is final, CDDP shall repay to DHS the amount of the noticed Misexpenditure (reduced, if at all, as a result of the appeal) by issuing payment to DHS or by directing DHS to withhold future payments pursuant to subsection 6.d. below. To the extent that CDDP retained any of the amounts in controversy while the appeal was pending, CDDP shall pay to DHS the interest, if any, charged by the federal government on such amount.
- (e) If the relevant federal agency does not provide a process either by statute or administrative rule to appeal the determination of improper use of Federal Funds, the notice of disallowance or other federal identification of improper use of funds or CDDP does not request that DHS pursue an appeal 30 calendar days prior to the applicable federal appeals deadline, and if DHS does not appeal, then within 90 calendar days of the date the federal determination of improper use of Federal Funds, the federal notice of disallowance, or other federal identification of improper use of funds is final, CDDP shall repay to DHS the amount of the noticed Misexpenditure by issuing a payment to DHS or by directing DHS to withhold future payments pursuant to subsection 6.d. below.
- (f) If CDDP does not request that DHS 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 DHS nevertheless appeals, CDDP shall repay to DHS 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 DHS or by directing DHS to withhold future payments pursuant to subsection 6.d. below.
- (g) If the Misexpenditure was expressly authorized by a DHS rule or a DHS writing that applied when the expenditure was made, but was prohibited by federal statutes or regulations that applied when the

expenditure was made, CDDP will not be responsible for repaying the amount of the Misexpenditure to DHS, provided that:

- i. Where post-expenditure official reinterpretation of federal statutes or regulations results in a Misexpenditure, CDDP and DHS will meet and negotiate in good faith an appropriate apportionment of responsibility between them for repayment of the Misexpenditure.
- ii. For purposes of this section, a DHS writing must interpret this Agreement or a DHS rule and be signed by the Director of DHS or by one of the following DHS officers concerning DD Services:

Director of the Office of Developmental Disabilities Services;

Deputy Director of the Office of Developmental Disabilities Services;

Chief Operating Officer of the Office of Developmental Disabilities Services.

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

- iii. The DHS writing must be in response to a request from the CDDP for expenditure authorization, or a statement intended to provide official guidance to the CDDP or counties generally, for making expenditures under this Agreement. The DHS writing must not be contrary to this Agreement or contrary to law or other applicable authority that is clearly established at the time of the writing.
- iv. If the DHS writing is in response to a request from CDDP for expenditure authorization, the request must be in writing and signed by the director of a CDDP department with authority to make such a request or by County Counsel. It must identify the supporting data, provisions of this Agreement and provisions of applicable law relevant to determining if the expenditure should be authorized.
- v. A DHS writing expires on the date stated in the writing, or if no expiration date is stated, upon expiration of this Agreement. An expired DHS writing continues to apply to

CDDP expenditures that were made in compliance with the writing and during the term of the writing.

- vi. DHS may revoke or revise a DHS writing at any time if it determines in its sole discretion that the writing allowed expenditures in violation of this Agreement or law or any other applicable authority. However, DHS is not responsible for a Misexpenditure that was based on a DHS writing that was effective at the time of the Misexpenditure.
- vii. The DHS rule or the DHS writing does not authorize an expenditure that this Agreement prohibits.

d. Recovery of Misexpenditure from Future Payments

- (1) To the extent that DHS is entitled to recover a Misexpenditure pursuant to subsection 6.b. above, DHS may recover the Misexpenditure by offsetting the amount thereof against future amounts owed to County by DHS, including, but not limited to, any amount owed to CDDP by DHS under this Agreement, or any amount owed to County by DHS under any other contract or agreement between County and DHS, present or future.
- (2) DHS shall provide the CDDP with written notice of its intent to recover the amount of the Misexpenditure as set forth in this section from amounts owed CDDP by DHS, and DHS shall identify the amounts owed by DHS to CDDP which DHS intends to offset to recover the Misexpenditure amount, including the contracts or agreements, if any, under which the amounts owed arose and those other contracts or agreements from which DHS wishes to deduct payments.
- (3) CDDP shall then have 14 calendar days from the date of DHS' notice in which to request the deduction be made from other amounts owed to County by DHS and identified by CDDP. DHS shall comply with CDDP's request for alternate offset.
- (4) In the event that DHS and the CDDP are unable to agree on which specific amounts, owed to County by DHS, DHS may offset in order to recover the amount of the Misexpenditure, then DHS may select the particular contracts or agreements between DHS and County and amounts from which it will recover the amount of the Misexpenditure, after providing notice to County, and within the following limitations:
 - (a) DHS shall first look to amounts owed to CDDP (but unpaid) under this Agreement.
 - (b) If that amount is insufficient, then DHS may look to any other amounts currently owing or owed in the future to County by DHS.
 - (c) In no case, without the prior consent of County, shall DHS deduct from any one payment due County under the contract or agreement

from which DHS is offsetting funds an amount in excess of twenty-five percent (25%) of that payment.

- (d) DHS may look to as many future payments as necessary in order to fully recover the amount of the Misexpenditure.

7. Additional Provisions with respect to Settlement and Misexpenditures.

- a. CDDP shall cooperate with DHS in the Settlement process throughout the Agreement term and with the Agreement Settlement process upon termination or expiration of the Agreement.
- b. DHS' right to recover through Settlement and the Misexpenditure process from CDDP under this Agreement is not subject to or conditioned on CDDP's recovery of any money from any other entity.
- c. If the exercise of DHS' right to offset under this provision requires CDDP to complete a re-budgeting process, nothing in this provision shall be construed to prevent CDDP from fully complying with its budgeting procedures and obligations, or from implementing decisions resulting from those procedures and obligations.
- d. Nothing in this provision shall be construed as a requirement or agreement by CDDP to negotiate and execute any future contract with DHS.
- e. Nothing in this Section 7 shall be construed as a waiver by either party of any process or remedy that might otherwise be available.

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

If, after termination or expiration of this Agreement, CDDP believes that DHS disbursements of funds under this Agreement for a particular DD Service are less than the amount of funds that DHS is obligated to provide to CDDP under this Agreement for that DD Service, as determined by the Agreement Settlement and in accordance with the applicable funding calculation methodology, CDDP shall provide DHS with written notice thereof. DHS shall have 90 calendar days from the effective date of CDDP's notice to pay CDDP in full or notify CDDP that it wishes to engage in a dispute resolution process. If DHS notifies CDDP that it wishes to engage in a dispute resolution process, CDDP and DHS' Assistant Administrator shall engage in non-binding discussion to give DHS an opportunity to present reasons why it believes that it does not owe CDDP any additional funds or that the amount owed is different than the amount identified by CDDP in its notices, and to give CDDP the opportunity to reconsider its notice. If DHS and CDDP reach agreement on the additional amount owed to CDDP, DHS shall promptly pay that amount to CDDP. If DHS and CDDP continue to disagree as to the amount owed, the parties may agree to further appropriate dispute resolution processes, including, subject to Department of Justice and County Counsel approval, binding arbitration. Nothing in this Section 8 shall preclude CDDP from raising underpayment concerns at any time prior to termination or expiration of this Agreement.

EXHIBIT C
SPECIAL TERMS AND CONDITIONS

1. CDDP Authorization of Client Services.

- a. CDDP shall submit Client Prior Authorizations (CPA) for the DD Services CDDP is responsible to authorize that are identified in Section 1 Provision of Services, Exhibit B Part 2 of this Agreement.
- b. CDDP shall upload documentation supporting the Plan of Care (POC) authorization within eXPRS.
- c. CDDP shall follow current Service Element Standards and Procedures as identified in Exhibit B Part 2 of this Agreement in establishing a CPA or a POC authorization.
- d. CDDP shall end the CPA and POC authorizations within 10 business days of the date the Individual exits a DD Service or Services.
- e. CDDP shall not authorize a Provider to begin, or to continue, delivery of Services, if the Provider's enrollment in eXPRS and any required credentials for the Service are incomplete or have lapsed.

2. DHS Approval of CDDP Authorized Services.

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

3. Appointment of CDDP Administrator.

The CDDP employee, identified by the CDDP via e-mail to DHS as the "CDDP Administrator", is authorized to:

- a. Amend the Service Element Prior Authorization (SEPA), on behalf of CDDP, and amend this Agreement by execution and delivery of amendments in the name of CDDP in hard copy, electronically, or, with respect to the SEPA only, through electronic acceptance of SEPA Adjustments in eXPRS.

- b.** Enable, on behalf of CDDP, the disbursement of funds under this Agreement that is described in the SEPA, through submission and modification of CPAs and PPAs, either electronically through eXPRS or by submission of hard copy documents to DHS; and to authorize Providers, to submit Disbursement Claims on behalf of CDDP, either electronically through eXPRS or by submission of hard copy documents to DHS.
- c.** Authorize others, including but not limited to CDDPs subcontracting with a County, to take one or more of the foregoing actions on behalf of County except for authorizing amendments to this Agreement and SEPAs.

EXHIBIT D
GENERAL TERMS AND CONDITIONS

1. Operation of CDDP.

- a. County shall operate or subcontract for the operation of a CDDP during the term of this Agreement. If County uses funds provided under this Agreement for a particular DD Service, County shall include that DD Service in its CDDP from the date it begins using the funds for that DD Service until the earlier of (a) termination or expiration of this Agreement; (b) termination by DHS of DHS' obligation to provide funds for that DD Service in accordance with Section 5 of Exhibit E; or (c) termination by County, in accordance with Section 10 of Exhibit E, of County's obligation to include in its CDDP a Program Area that includes that DD Service. County shall employ and provide training for all staff indicated in the workload model that provide DD Services. CDDP must hire as many employees as possible for each identified position per the funding allocated. County shall operate their CDDP within the applicable federal and state rules, regulations and the terms of this Agreement. All funds received by the CDDP must be used for the purposes of conducting DD Services.
- b. If County wishes to subcontract the operation of a CDDP the Subcontract must comply with the terms of this Agreement, including but not limited to, Exhibit E, Section 19. If County subcontracts the entire CDDP duties, County will be obligated to pass all funds received for the CDDP to the Subcontractor.

2. Subcontracts.

- a. Except when the Service Element Standards and Procedures expressly require the DD Service, or a portion thereof, to be delivered by County directly and, subject to Section 19 of Exhibit E, County may use funding provided under this Agreement to purchase the Service from a Subcontractor through a Subcontract, including, but not limited to, for DD 53 Transportation Services with Local Match funding, and for DD 57 Special Projects to purchase the Service.
- b. County shall not permit any person or entity to be a Subcontractor unless the person or entity holds all licenses, certificates, authorizations and other approvals as identified in the applicable Service Element Standards and Procedures.
- c. If County subcontracts a DD Service, or portion thereof, from a Subcontractor, the Subcontract with County must be in writing and contain each of the provisions set forth in Exhibit G Part 1, "Required Subcontract Provisions" in substantially the form set forth therein, in addition to any other provisions that must be included to comply with applicable law, that must be included in a Subcontract with County under the terms of this Agreement, or that are necessary to implement DD Service delivery in accordance with the applicable Service Element Standards and Procedures and any special conditions.

- d. County shall maintain an originally executed copy of each Subcontract at its office and shall furnish a copy of any Subcontract to DHS within 90 days of the execution of this Agreement, 90 days of any Amendment to this Agreement, or upon request.
 - e. County shall pay for these DD Services only upon receipt of an itemized invoice, purchase order, or other proper billing instrument evidencing the DD Services rendered. County shall retain the billing instrument in accordance with Exhibit E Section 14
 - f. In accordance with ORS § 430.670 (3), any private corporation that contracts with a county or the Department of Human Services to operate a developmental disabilities program shall provide an opportunity for competition among private care providers when awarding Subcontracts for provision of services described in ORS 430.630 (1) to (3) and 430.664.
3. **Reporting Requirements.** County shall report the FTE utilized for Service Elements DD 02, DD 48, and DD 55, if applicable, to DHS semi-annually, when requested by DHS. DHS may prescribe the format to be used for this reporting.
4. **DHS Reports.** To the extent resources are available to DHS to prepare and deliver the information, DHS shall, during the term of this Agreement, provide County with summary reports from data and other Individual data reported to DHS under this Agreement.
5. **Technical Assistance.** During the term of this Agreement, DHS shall provide technical assistance to CDDP in the delivery of DD Services to the extent that funding is allocated to DHS for this purpose. If the provision of technical assistance to CDDP concerns a Provider or Subcontractor, DHS may require, as a condition to providing the assistance, that County take all action with respect to the Provider or Subcontractor reasonably necessary to facilitate the technical assistance.
6. **Amendments Proposed by DHS.** Subject to Exhibit E Section 21, County shall review all pending Agreement amendments prepared and presented to County by DHS by e-mail and act within 60 calendar days of County's receipt of pending amendment. If County chooses to accept an amendment, County shall follow DHS' procedures for signing and returning the amendment to DHS. If County chooses to reject an amendment, County must submit an e-mail detailing the reason for the rejection to the DHS contact assigned to County.
7. **eXPRS Access**
- a. Designation of Direct Contract Chief Security Officer.
 - (1) The Case Management Entity (CME) Administrator may request in writing to designate to DHS any individual(s) authorized to perform the duties of the security role, in compliance with Exhibit H Part 1 "Privacy and Security Agreement", currently titled Direct Contract Chief Security Officer (DCCSO), or as such role may be renamed by DHS.

- (2) Upon approval of the request, DHS will send the DCCSO a UserID for accessing eXPRS. If CDDP wishes to designate a substitute DCCSO, the CME Administrator may do so by subsequent written notice to DHS.
 - (3) The individual designated as the DCCSO is responsible to ensure that CDDP is in compliance with the Security Requirements described in Exhibit H Part 1 of this Agreement.
 - (4) If the CME Administrator does not designate another CDDP employee as the DCCSO, the CME Administrator will be designated as the DCCSO and will act as the DCCSO on behalf of the CDDP.
- b. Responsibilities of Direct Contract Chief Security Officer.**
- (1) The DCCSO shall assign, maintain and, revoke all eXPRS user account securities for CDDP staff.
 - (a) The DCCSO may only assign, maintain or revoke user account securities upon receipt of the DHS eXPRS User Enrollment Form signed by the DHS manager.
 - (b) DHS eXPRS User Enrollment Form must be maintained by the CDDP.
 - (2) The DCCSO shall ensure CDDP staff are in compliance with all eXPRS policies and procedures.
- c. Revocation of UserIDs and SEPA Pass Phrase by DHS or CDDP:**
- (1) DHS may revoke a UserID or SEPA Pass Phrase if DHS determines that revocation is reasonably necessary for technical or security reasons.
 - (2) A UserID or SEPA Pass Phrase may be revoked if DHS or the CDDP determines:
 - (a) The UserID or SEPA Pass Phrase was not properly issued or created or was obtained by fraud.
 - (b) The UserID or SEPA Pass Phrase has or may have been lost, disclosed, compromised or subjected to unauthorized use.
 - (c) The CDDP has revoked or modified the authorization of the CME Administrator.
 - (d) CDDP is in default under this Agreement.
 - (3) If DHS revokes a UserID or SEPA Pass Phrase under this subsection, DHS will notify the CDDP promptly thereafter.
 - (4) DHS may, without notice to the CDDP, revoke all UserIDs and SEPA Pass Phrases upon termination or expiration of this Agreement.

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

In connection with the delivery of Service Element services, County shall make available to Client, without charge, upon the Client's reasonable request:

- a. All written materials related to the services provided to the Client in alternate formats.
- b. All written materials related to the services provided to the Client in the Client's language.
- c. Oral interpretation services related to the services provided to the Client to the Client in the Client's language.
- d. Sign language interpretation services and telephone communications access services related to the services provided to the Client.

For purposes of the foregoing, "written materials" means materials created by County, in connection with the Service being provided to the requestor. The County may develop its own forms and materials and with such forms and materials the County shall be responsible for making them available to a Client, without charge to the Client in the prevalent non-English language(s) within the County service area. DHS shall be responsible for making its forms and materials available, without charge to the Client or County, in the prevalent non-English language(s) within the County service area.

9. Nothing in this Agreement shall cause or require CDDP or DHS 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 D.

EXHIBIT E
STANDARD TERMS AND CONDITIONS

- 1. Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, “Claim”) between the parties that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within a circuit court for the State of Oregon of proper jurisdiction. THE PARTIES, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENT TO THE IN PERSONAM JURISDICTION OF SAID COURTS. Except as provided in this section, neither party waives any form of defense 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 Work. Without limiting the generality of the foregoing, both parties expressly agree to comply with the following laws, regulations and executive orders to the extent they are applicable to the Agreement: (a) all applicable requirements of state civil rights and rehabilitation statutes, rules and regulations; (b) all state laws requiring reporting of client abuse; (c) ORS 659A.400 to 659A.409, ORS 659A.145 and all regulations and administrative rules established pursuant to those laws in the construction, remodeling, maintenance and operation of any structures and facilities, and in the conduct of all programs, Services and training associated with the Work. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated. All employers, including County and DHS, that employ subject workers who provide Services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers’ Compensation coverage, unless such employers are exempt under ORS 656.126(2). County shall require all of its Subcontractors to comply with and shall ensure that each of its Subcontractors complies with, these requirements. Nothing in this Agreement shall require County or DHS to act in violation of state or federal law or the Constitution of the State of Oregon.
- 3. Independent Contractors.** The parties agree and acknowledge that their relationship is that of independent contracting parties and that County is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265 or otherwise.
- 4. Representations and Warranties.**

 - a.** County represents and warrants as follows:

 - (1) **Organization and Authority.** County is a political subdivision of the State of Oregon duly organized and validly existing under the laws of the State

of Oregon. County has full power, authority and legal right to make this Agreement and to incur and perform its obligations hereunder.

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

b. DHS represents and warrants as follows:

- (1) Organization and Authority. DHS 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 DHS of this Agreement (a) have been duly authorized by all necessary action by DHS and (b) do not and will not violate any provision of any applicable law,

rule, regulation, or order of any court, regulatory commission, board, or other administrative agency 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 DHS is a party or by which DHS 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 DHS 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 DHS and constitutes a legal, valid and binding obligation of DHS, 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. Funds Available and Authorized.

a. The State of Oregon's payment obligations under this Agreement are conditioned upon DHS receiving funding, appropriations, limitations, allotment, or other expenditure authority sufficient to allow DHS, in the exercise of its reasonable administrative discretion, to meet its payment obligations under this Agreement. County is not entitled to receive payment under this Agreement from any part of Oregon state government other than DHS. Nothing in this Agreement is to be construed as permitting any violation of Article XI, Section 7 of the Oregon Constitution or any other law regulating liabilities or monetary obligations of the State of Oregon. DHS represents that as of the date it executes this Agreement, it has sufficient appropriations and limitation for the current biennium to make payments under this Agreement.

b. Payment Method. Payments under this Agreement will be made by Electronic Funds Transfer (EFT) and shall be processed in accordance with the provisions of OAR 407-120-0100 through 407-120-0380 or OAR 410-120-1260 through OAR 410-120-1460, as applicable, and any other Oregon Administrative Rules that are program-specific to the billings and payments. Upon request, County shall provide its taxpayer identification number (TIN) and other necessary banking information to receive EFT payment. County shall maintain at its own expense a single financial institution or authorized payment agent capable of receiving and processing EFT using the Automated Clearing House (ACH) transfer method. The most current designation and EFT information will be used for all payments under this Agreement. County shall provide this designation and information on a form provided by DHS. In the event that EFT information changes or County elects to designate a different financial institution for the receipt of any payment made using EFT procedures, County shall provide the changed information or designation to DHS on a DHS-approved form. DHS is not required to make any

payment under this Agreement until receipt of the correct EFT designation and payment information from County.

6. Reserved.

7. Ownership of Intellectual Property.

- a. Definitions. As used in this Section 7 and elsewhere in this Agreement, the following terms have the meanings set forth below:
 - (1) "County Intellectual Property" means any intellectual property owned by County and developed independently from the Work.
 - (2) "Third Party Intellectual Property" means any intellectual property owned by parties other than DHS or County.
- b. Except as otherwise expressly provided herein, or as otherwise required by state or federal law, DHS will not own the right, title and interest in any intellectual property created or delivered by County or a Subcontractor in connection with the Work. With respect to that portion of the intellectual property that County owns, County grants to DHS a perpetual, worldwide, non-exclusive, royalty-free and irrevocable license, subject to any provisions in the Agreement that restrict or prohibit dissemination or disclosure of information, to (1) use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the intellectual property, (2) authorize third parties to exercise the rights set forth in Section 7.b.(1) on DHS' behalf, and (3) sublicense to third parties the rights set forth in Section 7.b.(1).
- c. If state or federal law requires that DHS or County grant to the United States a license to any intellectual property, or if state or federal law requires that DHS or the United States own the intellectual property, then County shall execute such further documents and instruments as DHS may reasonably request in order to make any such grant or to assign ownership in the intellectual property to the United States or DHS. To the extent that DHS becomes the owner of any intellectual property created or delivered by County in connection with the Work, DHS will grant a perpetual, worldwide, non-exclusive, royalty-free and irrevocable license, subject to any provisions in the Agreement that restrict or prohibit dissemination or disclosure of information, to County to use, copy, distribute, display, build upon and improve the intellectual property.
- d. County shall include in its Subcontracts terms and conditions necessary to require that Subcontractors execute such further documents and instruments as DHS may reasonably request in order to make any grant of license or assignment of ownership that may be required by federal or state law.

8. County Default.

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

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

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

9. DHS Default.

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

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

10. Termination.

- a. County Termination. County may terminate this Agreement:
 - (1) For its convenience, upon at least 30 calendar days advance written notice to DHS;
 - (2) Upon 45 calendar days advance written notice to DHS, if County does not obtain funding, appropriations and other expenditure authorizations from

County's governing body, federal, state or other sources sufficient to permit County to satisfy its performance obligations under this Agreement, as determined by County in the reasonable exercise of its administrative discretion;

- (3) Upon 30 calendar days advance written notice to DHS, if DHS is in default under this Agreement and such default remains uncured at the end of said 30-day period or such longer period, if any, as County may specify in the notice; or
- (4) Immediately upon written notice to DHS, if Oregon statutes or federal laws, regulations or guidelines are modified, changed or interpreted by the Oregon Legislative Assembly, the federal government or a court in such a way that County no longer has the authority to meet its obligations under this Agreement.

b. DHS Termination. DHS may terminate this Agreement:

- (1) For its convenience, upon at least 30 calendar days advance written notice to County;
- (2) Upon 45 calendar days advance written notice to County, if DHS does not obtain funding, appropriations and other expenditure authorizations from federal, state or other sources sufficient to meet the payment obligations of DHS under this Agreement, as determined by DHS in the reasonable exercise of its administrative discretion. Notwithstanding the preceding sentence, DHS may terminate this Agreement, immediately upon written notice to County or at such other time as it may determine if action by the Oregon Legislative Assembly or Emergency Board reduces DHS' legislative authorization for expenditure of funds to such a degree that DHS will no longer have sufficient expenditure authority to meet its payment obligations under this Agreement, as determined by DHS in the reasonable exercise of its administrative discretion, and the effective date for such reduction in expenditure authorization is less than 45 calendar days from the date the action is taken;
- (3) Immediately upon written notice to County if Oregon statutes or federal laws, regulations or guidelines are modified, changed or interpreted by the Oregon Legislative Assembly, the federal government or a court in such a way that DHS no longer has the authority to meet its obligations under this Agreement or no longer has the authority to provide payment from the funding source it had planned to use;
- (4) Upon 30 calendar days advance written notice to County, if County is in default under this Agreement and such default remains uncured at the end of said 30 calendar day period or such longer period, if any, as DHS may specify in the notice;
- (5) Immediately upon written notice to County, if any license or certificate required by law or regulation to be held by County or a Subcontractor to

perform the Work is for any reason denied, revoked, suspended, not renewed or changed in such a way that County or a Subcontractor no longer meets requirements to perform the Work. This termination right may only be exercised with respect to the particular part of the Work impacted by loss of necessary licensure or certification; or

- (6) Immediately upon written notice to County, if DHS determines that County or any of its Subcontractors have endangered or are endangering the health or safety of a Client or others in performing work covered by this Agreement.
- c. Mutual Termination. The Agreement may be terminated immediately upon mutual written consent of the parties or at such time as the parties may agree in the written consent.

11. Effect of Termination.

- a. Entire Agreement.
 - (1) Upon termination of this Agreement, DHS shall have no further obligation to pay County under this Agreement.
 - (2) Upon termination of this Agreement, County shall have no further obligation to perform Work under this Agreement.
- b. Obligations and Liabilities. Notwithstanding subsection a. above, any termination of this Agreement shall not prejudice any obligations or liabilities of either party accrued prior to such termination.

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

13. Insurance. County shall require Subcontractors to maintain insurance as set forth in Exhibit G Part 2 which is attached hereto.

14. Records Maintenance; Access and Confidentiality.

- a. Access to Records and Facilities. DHS, 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 County that are directly related to this Agreement, the funding provided hereunder, or any Service for the purpose of making audits, examinations, excerpts, copies and transcriptions. In addition, County shall permit authorized representatives of DHS to perform site reviews of all Services delivered by County.

- b. **Retention of Records.** County shall retain an Individual's records in accordance with OAR 166-005-0000 through 166-150-0215 (State Archivist). Unless OAR 166-005-0000 through 166-150-0215 requires a longer retention period, Client Records must be retained for a minimum of six years from termination or expiration of this Agreement.
 - c. **Expenditure Records.** County shall document the use and expenditure of all funds paid by DHS under this Agreement. Unless applicable federal law requires County to utilize a different accounting system, County shall create and maintain all use and expenditure records in accordance with generally accepted accounting principles and in sufficient detail to permit DHS to verify how the funds paid by DHS under this Agreement were used or expended.
 - d. **Client Records.** If County delivers a DD Service directly, County shall create and maintain an Individual record ("Client Record") for each Individual who receives that DD Service, unless the Service Element Standards and Procedures precludes delivery of the DD Service on an Individual Client basis and reporting of Service commencement and termination information is not required by the Service Element Standards and Procedures. The Client Record shall contain:
 - (1) Individual's identification;
 - (2) Assessments with problems;
 - (3) Treatment, training, and care plan, as applicable;
 - (4) Medical information when appropriate; and
 - (5) Progress notes including Service termination summary and current assessment or evaluation instrument as designated by DHS in administrative rules.
15. **Information Privacy/Security/Access.** If the Services performed under this Agreement requires County or its Provider(s) to access or otherwise use any DHS Information Asset or Network and Information System to which security and privacy requirements apply, and DHS grants County, its Provider(s), or both access to such DHS Information Assets or Network and Information Systems, County shall comply and require its Provider(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.
16. **Force Majeure.** Neither DHS nor County shall be held responsible for delay or default caused by fire, civil unrest, labor unrest, natural causes, war or other cause which is beyond the reasonable control of DHS or County, respectively. Each party shall, however, make all reasonable efforts to remove or eliminate such cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement. DHS may terminate this Agreement upon written notice to County

after reasonably determining that the delay or breach will likely prevent successful performance of this Agreement.

17. **Assignment of Agreement, Successors in Interest.**
 - a. County shall not assign or transfer its interest in this Agreement without prior written approval of DHS. Any assignment or transfer in violation of this Agreement shall be null and void. Any such assignment or transfer, if approved, is subject to such conditions and provisions as DHS may deem necessary. No approval by DHS of any assignment or transfer of interest shall be deemed to create any obligation of DHS in addition to those set forth in the Agreement.
 - b. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and permitted assigns.
18. **Alternative Dispute Resolution.** The parties should attempt in good faith to resolve any dispute arising out of this Agreement. This may be done at any management level, including at a level higher than persons directly responsible for administration of the Agreement. In addition, the parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.
19. **Subcontracts.** County shall not enter into any Subcontracts for any of the Work required by this Agreement without DHS' prior written consent. In addition to any other provisions DHS may require, County shall include in any permitted Subcontract under this Agreement provisions to require that DHS will receive the benefit of Subcontractor performance as if the Subcontractor were County with respect to this contract. DHS' consent to any Subcontract shall not relieve County of any of its duties or obligations under this Agreement.
20. **No Third-Party Beneficiaries.** DHS and County are the only parties to this Agreement and are the only parties entitled to enforce its terms. The parties agree that County's performance under this Agreement is solely for the benefit of DHS to assist and enable DHS 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.
21. **Amendments.** 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, 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.
22. **Severability.** The parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

23. **Survival.** Sections 1, 4, 5, 7, 11, 12, 13, 14, 18, 20, 21, 22, 23, 24, 25, 27, 29, and 30 of this Exhibit E shall survive Agreement expiration or termination as well as those the provisions of this Agreement that by their terms are meant to survive. Agreement expiration or termination shall not extinguish or prejudice either party's right to enforce this Agreement with respect to any default by the other party that has not been cured.

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

DHS: Office of Contracts & Procurement
635 Capitol Street NE Suite 350
Salem, Oregon 97301
Voice: (503) 945-5818
Fax: (503) 378-4324

COUNTY: Morrow County
100 Court Street
P O Box 788
Heppner, Oregon 97836
Phone: (541) 676-5620
Fax: (541) 676-5621

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

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

27. **Waiver.** 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.

28. Reserved.

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

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

- 30. Indemnification by Subcontractors.** County shall take all reasonable steps to cause its Subcontractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents ("Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys' fees) arising from a tort (as

now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of County's Subcontractor or any of the officers, agents, employees or subcontractors of the Subcontractor ("Claims"). It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the Subcontractor from and against any and all Claims.

- 31. Stop-Work Order.** DHS may, at any time, by written notice to County, require County to stop all, or any part of the Work required by this Agreement for a period of up to 90 calendar days after the date of the notice, or for any further period to which the parties may agree through a duly executed amendment. Upon receipt of the notice, County shall immediately comply with the Stop-Work Order terms and take all necessary steps to minimize the incurrence of costs allocable to the Work affected by the stop work order notice. Within a period of 90 calendar days after issuance of the written notice, or within any extension of that period to which the parties have agreed, DHS shall either:
- a. Cancel or modify the stop work order by a supplementary written notice; or
 - b. Terminate the Work as permitted by either the Default or the Convenience provisions of Section 10. Termination.

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

32. Purchase and Disposition of Equipment.

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

Network

Personal Computer

Printer/Plotter

Server

Storage devices that will contain Client information.

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

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

- b. For any Equipment authorized by DHS for purchase with funds from this Agreement, ownership shall be in the name of County and County is required to accurately maintain the following Equipment inventory records:
 - (1) description of the Equipment;
 - (2) serial number;
 - (3) where Equipment was purchased;

EXHIBIT F
FEDERAL TERMS AND CONDITIONS

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

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

contracts with Subcontractors receiving more than \$100,000, language requiring the Subcontractor to comply with the federal laws identified in this section.

4. **Energy Efficiency.** County shall comply and require all Subcontractors to comply with applicable mandatory standards and policies relating to energy efficiency that are contained in the Oregon energy conservation plan issued in compliance with the Energy Policy and Conservation Act 42 U.S.C. 6201 et. seq. (Pub. L. 94-163).
5. **Truth in Lobbying.** By signing this Agreement, the County certifies, to the best of the County's knowledge and belief that:
 - a. No federal appropriated funds have been paid or will be paid, by or on behalf of County, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.
 - b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the County shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
 - c. The County shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients and subcontractors shall certify and disclose accordingly.
 - d. This certification is a material representation of fact upon which reliance was placed when this Agreement was made or entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by 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 County under this Agreement shall be used, other than for normal and recognized executive legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the United States Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government itself.

General Service Administration's "List of Parties Excluded from Federal Procurement or 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.** County shall comply and require all Subcontractors to comply with the following provisions to maintain a drug-free workplace: (i) County certifies that it will provide a drug-free workplace by publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, except as may be present in lawfully prescribed or over-the-counter medications, is prohibited in County's workplace or while providing services to DHS Clients. County's notice shall specify the actions that will be taken by County 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, County's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations; (iii) Provide each employee to be engaged in the performance of services under this Agreement a copy of the statement mentioned in paragraph (i) above; (iv) Notify each employee in the statement required by paragraph (i) above that, as a condition of employment to provide services under this Agreement, the employee will: abide by the terms of the statement, and notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction; (v) Notify DHS within ten (10) days after receiving notice under subparagraph (iv) above from an employee or otherwise receiving actual notice of such conviction; (vi) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted as required by 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 County, or any of County's employees, officers, agents or Subcontractors may provide any service required under this Agreement while under the influence of drugs. For purposes of this provision, "under the influence" means: observed abnormal behavior or impairments in mental or physical performance leading a reasonable person to believe the County or County's employee, officer, agent or Subcontractor has used a controlled substance, prescription or non-prescription medication that impairs the County or County's employee, officer, agent or Subcontractor's performance of essential job function or creates a direct threat to DHS 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.** County shall comply and require all Subcontractors to comply with the Pro-Children Act of 1994 (codified at 20 U.S.C. Section 6081 et. seq.).
11. **Medicaid Services.** County shall comply with all applicable federal and state laws and regulation pertaining to the provision of Medicaid Services under the Medicaid Act, Title XIX, 42 U.S.C. 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 Part 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. County shall acknowledge County's understanding that payment of the Claim will be from federal and state funds and that any falsification or concealment of a material fact may be prosecuted under federal and state laws.
 - e. Entities receiving \$5 million or more annually (under this Agreement and any other Medicaid contract) for furnishing Medicaid health care items or services shall, as a condition of receiving such payments, adopt written fraud, waste and abuse policies and procedures and inform employees, contractors and agents about the policies and procedures in compliance with Section 6032 of the Deficit Reduction Act of 2005, 42 U.S.C. § 1396a(a)(68).
12. **Agency-based Voter Registration.** If applicable, County shall comply with the Agency-based Voter Registration sections of the National Voter Registration Act of 1993 that require voter registration opportunities be offered where an individual may apply for or receive an application for public assistance.
13. **Disclosure.**
 - a. 42 CFR Part 455.104 requires the State Medicaid agency to obtain the following information from any Provider of Medicaid or CHIP services, including fiscal agents of Providers and managed care entities: (1) the name and address (including the primary business address, every business location and P.O. Box address) of any person (individual or corporation) with an ownership or control interest in the Provider, fiscal agent or managed care entity; (2) in the case of an individual, the date of birth and Social Security Number, or, in the case of a corporation, the tax identification number of the entity, with an ownership interest in the Provider, fiscal agent or managed care entity or of any subcontractor in

which the Provider, fiscal agent or managed care entity has a 5% or more interest; (3) whether the person (individual or corporation) with an ownership or control interest in the Provider, fiscal agent or managed care entity is related to another person with ownership or control interest in the Provider, fiscal agent or managed care entity as a spouse, parent, child or sibling, or whether the person (individual or corporation) with an ownership or control interest in any subcontractor in which the Provider, fiscal agent or managed care entity has a 5% or more interest is related to another person with ownership or control interest in the Provider, fiscal agent or managed care entity as a spouse, parent, child or sibling; (4) the name of any other Provider, fiscal agent or managed care entity in which an owner of the Provider, fiscal agent or managed care entity has an ownership or control interest; and, (5) the name, address, date of birth and Social Security Number of any managing employee of the Provider, fiscal agent or managed care entity.

- b. 42 CFR Part 455.434 requires as a condition of enrollment as a Medicaid or CHIP Provider, to consent to criminal background checks, including fingerprinting when required to do so under state law, or by the category of the Provider based on risk of fraud, waste and abuse under federal law.
- c. As such, a Provider must disclose any person with a 5% or greater direct or indirect ownership interest in the Provider whom has been convicted of a criminal offense related to that person's involvement with the Medicare, Medicaid, or title XXI program in the last 10 years.
- d. County shall make the disclosures required by this Section 13. to DHS. DHS reserves the right to take such action required by law, or where DHS has discretion, it deems appropriate, based on the information received (or the failure to receive information) from the Provider, fiscal agent or managed care entity.

14. Federal Intellectual Property Rights Notice. The federal funding agency, as the awarding agency of the funds used, at least in part, for the Work under this Agreement, may have certain rights as set forth in the federal requirements pertinent to these funds. For purposes of this subsection, the terms “grant” and “award” refer to funding issued by the federal funding agency to the State of Oregon. The County agrees that it has been provided the following notice:

- a. The federal funding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the Work, and to authorize others to do so, for Federal Government purposes with respect to:
 - (1) The copyright in any Work developed under a grant, subgrant or agreement under a grant or subgrant; and
 - (2) Any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support.
- b. The parties are subject to applicable federal regulations governing patents and inventions, including government-wide regulations issued by the Department of Commerce at 37 CFR Part 401, “Rights to Inventions Made by Nonprofit

Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements.”

- c. The parties are subject to applicable requirements and regulations of the federal funding agency regarding rights in data first produced under a grant, subgrant or agreement under a grant or subgrant.
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 recipient, and recipient shall also include these contract provisions in its contracts with non-Federal entities.
 - d. **Information Required by 2 CFR 200.331(a)(1).** All required data elements in accordance with 2 CFR 200.311(a)(1) are available at www.dhs.state.or.us/spd/tools/dd/cm/

EXHIBIT G
PART 1
REQUIRED SUBCONTRACT PROVISIONS

For purposes of this Exhibit G Part 1, Contractor means the individual or entity that is subcontracting directly with County for Services under this Agreement.

1. County subcontracting the CDDP Operation must include in Subcontracts all language from Exhibits A, B, C, D, E, F and G Part 2, other exhibits and amendments. Amended Subcontracts need to be forwarded to ODDS.Contracts@state.or.us.
2. County subcontracting a DD Service or portion therein, must include in Subcontracts all language from Exhibits A, B if applicable Service Element Standards and Procedures are listed, C, D if applicable, E, F and G Part 2.
3. Unless Contractor is a State of Oregon governmental agency, Contractor agrees that it is an independent Contractor and not an agent of the State of Oregon, DHS or County.

EXHIBIT G
PART 2
SUBCONTRACTOR INSURANCE REQUIREMENTS

County shall require its first tier Subcontractor(s) that are not units of local government as defined in ORS 190.003, if any, to: i) obtain insurance as specified under Section 1 and meeting all the requirements under Sections 2, 3, 4, 5, 6, 7, and 8 of this Exhibit G Part 2 before the Subcontractors perform under Subcontracts between County and the Subcontractors, and ii) maintain the insurance in full force throughout the duration of the Subcontracts. 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 DHS. County shall not authorize Subcontractors to begin work under the Subcontracts until the insurance is in full force. Thereafter, County shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. County shall incorporate appropriate provisions in the Subcontracts permitting it to enforce Subcontractor compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. Examples of "reasonable steps" include issuing stop work orders (or the equivalent) until the insurance is in full force or terminating the Subcontracts, as permitted by the Subcontracts, or pursuing legal action to enforce the insurance requirements. In no event shall County permit a Subcontractor to work under a Subcontract when County is aware that the Subcontractor is not in compliance with the insurance requirements. As used in this section, a "first tier" Subcontractor is a contractor with whom County directly enters into a Subcontract. It does not include a subcontractor with whom the Subcontractor enters into a contract.

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

1. Insurance Requirements.

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

2. Workers' Compensation & Employers' Liability.

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

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

3. Commercial General Liability Insurance.

Required **Not required**

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

4. Automobile Liability Insurance.

Required **Not required**

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

5. Professional Liability Insurance.

Required **Not required**

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

6. Network Security and Privacy Liability.

Required **Not required**

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

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

An endorsement to the Commercial General Liability or Automobile Liability policy, covering Contractor’s or subcontractor’ liability for bodily injury, property damage and environmental damage resulting from sudden accidental and gradual pollution and related clean-up cost incurred by the Contractor that arise from the Goods delivered or Services (including transportation risk) performed by Contractor under this Contract is also acceptable.

7. Directors, Officers, and Organization Liability.

Required **Not required**

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

8. Physical Abuse and Molestation Insurance Coverage.

Required **Not required**

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

9. Excess/Umbrella Insurance.

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

10. Additional Insured.

All liability insurance, except for Workers’ Compensation, Professional Liability, and Network Security and Privacy Liability (if applicable), required under this Contract must

include an additional insured endorsement specifying the State of Oregon, its officers, employees and agents as Additional Insureds, including additional insured status with respect to liability arising out of ongoing operations and completed operations, but only with respect to Contractor's activities to be performed under this Contract. Coverage shall be primary and non-contributory with any other insurance and self-insurance. The Additional Insured endorsement with respect to liability arising out of your ongoing operations must be on ISO Form CG 20 10 07 04 or equivalent and the Additional Insured endorsement with respect to completed operations must be on ISO form CG 20 37 04 13 or equivalent.

11. Waiver of Subrogation.

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

12. Tail Coverage.

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

13. Certificate(s) and Proof of Insurance.

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

14. Notice of Change or Cancellation.

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

15. Insurance Requirement Review.

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

16. County Acceptance.

All insurance providers are subject to County acceptance. If requested by County, Contractor shall provide complete copies of insurance policies, endorsements, self-insurance documents and related insurance documents to County's representatives responsible for verification of the insurance coverages required under Subcontractor Insurance Requirements.

**Reserved for
PRIVACY AND SECURITY AGREEMENT**

**Reserved for
THIRD PARTY INFORMATION SYSTEM ACCESS REQUEST**

AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

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

This is the main Intergovernmental Agreement (IGA) from the Oregon Health Authority (OHA) for the financing of Community Mental Health, Addiction Treatment, Recovery, & Prevention, and Problem Gambling Services, and while described as the 2019 - 2021 IGA, this is effective from July 1, 2019 through December 31, 2020. This contract end date was verified and confirmed by Larry Briggs, Contract Specialist with OHA.

All the Service Elements covered by this agreement are itemized on page 7 and 8. Not all Services described in Exhibit B-1 may be covered in whole or in part with financial assistance pursuant to Exhibit C, "Financial Assistance Award," of this Agreement.

As noted in the attached printed email from the State of Oregon, there were date errors in the original agreement issued by the State that related to the biennium dates. The State is working on making these corrections and are requesting that Morrow County sign the signature sheet, then the OHA office will insert the signature page and Exhibit "F" Section 18 into a "Corrected" document.

The County currently contracts the services and provider requirements with Community Counseling Solutions (CCS). This contract has temporarily been extended by 90 days from June 30, 2019. If the County continues to contract these services with CCS, the funds received under this agreement would be forwarded to CCS. The County will also need to sign a separate, new contract with CCS for that organization to continue to act as our service provider.

2. FISCAL IMPACT:

As these services are not provided directly by the County, these funds are received in G/L account number 101-199-3-30-3625 and will be paid to the recipient through G/L # 101-199-5-50-5500.

For the Fiscal Year 2019-2020, the fiscal impact is \$1,026,394.21

For the Fiscal Year 2020-2021, the fiscal impact is \$ 516,409.63

TOTAL Biennium Fiscal Impact \$1,542,803.84

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

Motion to approve and authorize Chair Doherty to sign OHA Agreement # 159175-0 on behalf of the County.

☒ Attach additional background documentation as needed.

DOCUMENT RETURN STATEMENT

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

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

Document number: _____, hereinafter referred to as "Document."

I, _____
Name Title

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

_____ by email.

Contractor's name

On _____,
Date

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

Authorizing signature

Date

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

Deanne Irving

From: Kimberly I. Lindsay <kimberly.lindsay@communitycounselingsolutions.org>
Sent: Thursday, June 13, 2019 1:36 PM
To: Deanne Irving
Cc: Justin Nelson; kristie.bingaman@gobhi.net; Kate Knop
Subject: Re: FW: 2019-2021 INTERGOVERNMENTAL AGREEMENT

STOP and VERIFY - This message came from **outside** of Morrow County Government.

Hi Deanne,

I am comfortable with the county signing this document.

Kimberly

Deanne Irving <dirving@co.morrow.or.us> writes:

Good afternoon, all,

Attached for your review is the 2019 – 2021 IGA for the Financing of Community Mental Health, Addiction Treatment, Recovery, & Prevention, and Problem Gambling Services along with the original email from the state. Please note the error listed below. If all other matters meet your approval, the corrected document, once received will go before the Board of Commissioners for their approval and signature.

Thank you!

Deanne Irving

Staff Accountant
Morrow County
PO Box 867
Heppner, OR 97836
(541) 676-5617 ext 5312

From: Tracy Heidi S [<mailto:HEIDI.S.TRACY@dhsoha.state.or.us>]

Sent: Thursday, June 13, 2019 10:23 AM

To: Tracy Heidi S <HEIDI.S.TRACY@dhsoha.state.or.us>

Cc: Briggs Larry O <LARRY.O.BRIGGS@dhsoha.state.or.us>; Dugger Regan J <REGAN.J.DUGGER@dhsoha.state.or.us>; brad_anderson@co.washington.or.us; MARLOWE Steven <Steven.MARLOWE@doj.state.or.us>; Phillips Steve M <STEVE.M.PHILLIPS@dhsoha.state.or.us>

Subject: 2019-2021 INTERGOVERNMENTAL AGREEMENT

STOP and VERIFY - This message came from **outside** of Morrow County Government.

To: All LMHA Agreement Holders
Re:2019-2021 INTERGOVERNMENTAL AGREEMENT
(sent on June 10th, 11th, or 12th)

It was brought to our attention that all Exhibits included in this Agreement reflected a 2017-2019 biennium, which is incorrect.

While this is a concern to us, don't let this slow down your review and signature process. These Exhibits should read "2019-2021" and our office is correcting this now. Once you have approved and obtained the proper signatures, please continue with the instructions provided by:

1. Return Signature page only (page 3)
2. Complete and return the Document Return Statement; and
3. Complete and return Exhibit "F", Section 18.

Once you have returned these documents, our office will insert your signature page and Exhibit "F" Section 18 into a "Corrected" document. We will then obtain counter signatures and once signed by the State, will send you a pristine Agreement with these corrections noted above.

We appreciate your cooperation and assistance in rectifying this matter. If you have any further questions, please feel free to contact Larry Briggs at Larry.O.Briggs@state.or.us.

Larry O. Briggs, OPBC, OCAC
Contract Specialist
DHS/OHA Shared Services, OC&P
635 Capitol St NE , STE 350
Salem, OR, 97301
Phone 503-945-6707

larry.o.briggs@state.or.us
503-945-6879



MORROW COUNTY

Mental Health, Addiction Treatment, Recovery Prevention, and Problem Gambling Services

2019 - 2021 IGA # 159175-0

Service Code	Service Name	CPMS Provider	SP #	2019-2020	2020-2021	Part IV
MHS 27	Residential Community Mental Health Treatment Services for Youth and Young Adults in Transition					
MHS 28	Residential Community Mental Health Treatment Services for Adults					
MHS 30	Monitoring, Security, and Supervision Services for Individuals Under the Jurisdiction of the Adult and Juvenile Panels of the Psychiatric Security Review Board					
MHS 31	Enhanced Care And Enhanced Care Outreach Services					
MHS 34	Adult Foster Care Services					
MHS 35	Older or Disabled Adult Community Mental Health Services					
MHS 36	Pre-Admission Screening and Resident Review Services (PASARR)	PASARR Funds	15	\$ 2,500.00	\$ 1,250.00	C
MHS 37	Start-Up - Community Mental Health Services					
MHS 38	Supported Employment Services	NI Supported Employm	16	\$ 9,656.25	\$ 4,828.13	A
MHS 39	Projects For Assistance In Transition From Homelessness (PATH) Services					
			TOTAL FOR MHS	\$ 921,573.21	\$ 460,036.63	
			GRAND TOTAL	\$ 1,026,394.21	\$ 516,409.63	
			2019-2021 FINANCIAL IMPACT		\$ 1,542,803.84	

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 # 159175

**2019-2021 INTERGOVERNMENTAL AGREEMENT
FOR THE FINANCING OF COMMUNITY MENTAL HEALTH, ADDICTION TREATMENT,
RECOVERY, & PREVENTION, AND PROBLEM GAMBLING SERVICES**

This 2019-21 Intergovernmental Agreement for the Financing of Community Mental Health, Addiction Treatment, Recovery, & Prevention, and Problem Gambling Services (the “Agreement”) is between the State of Oregon acting by and through its Oregon Health Authority (“OHA”) and **Morrow County**, a political subdivision of the State of Oregon (“County”).

RECITALS

WHEREAS, **ORS 430.610(4) and 430.640(1)** authorize OHA to assist Oregon counties and groups of Oregon counties in the establishment and financing of Community Mental Health, Addiction Treatment, Recovery, & Prevention Services, and Problem Gambling programs operated or contracted for by one or more counties;

WHEREAS, County has established and proposes, during the term of this Agreement, to operate or contract for the operation of Community Mental Health, Addiction Treatment, Recovery, & Prevention Services, and Problem Gambling programs in accordance with the policies, procedures and administrative rules of OHA;

WHEREAS, County has requested financial assistance from OHA to operate or contract for the operation of its Community Mental Health, Addiction Treatment, Recovery, & Prevention Services, and Problem Gambling programs;

WHEREAS, in connection with County's request for financial assistance and in connection with similar requests from other counties, OHA and representatives of various counties requesting financial assistance, including the Association of Oregon Counties, have attempted to conduct agreement negotiations in accordance with the Principles and Assumptions set forth in a Memorandum of Understanding that was signed by both parties;

WHEREAS, OHA is willing, upon the terms of and conditions of this Agreement, to provide financial assistance to County to operate or contract for the operation of its Community Mental Health, Addiction Treatment, Recovery, & Prevention Services, and Problem Gambling programs;

WHEREAS, various statutes authorize OHA and County to collaborate and cooperate in providing for basic Community Mental Health, Addiction Treatment, Recovery, & Prevention Services, and Problem Gambling programs and incentives for community-based care in a manner that ensures appropriate and adequate statewide service delivery capacity, subject to availability of funds; and

WHEREAS, within existing resources awarded under this Agreement and pursuant to ORS 430.630(9)(b) through 430.630(9)(h), each Local Mental Health Authority that provides Community Mental Health, Addiction Treatment, Recovery, & Prevention, or Problem Gambling Services, or any combination thereof, shall determine the need for local Community Mental Health, Addiction Treatment,

Recovery, & Prevention Services, or Problem Gambling Services, or any combination thereof, and adopt a comprehensive Local Plan for the delivery of Community Mental Health, Addiction Treatment, Recovery, & Prevention Services, or Problem Gambling Services, or any combination thereof, for children, families, adults and older adults that describes the methods by which the Local Mental Health Authority shall provide those services. The Plan shall be consistent with content and format to that of OHA's Local Plan guidelines located at <http://www.oregon.gov/oha/amh/Pages/contracts.aspx>. County shall provide services per the Local Plan as agreed upon between OHA and County.

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. Unless terminated earlier in accordance with its terms, this Agreement shall expire on December 31, 2020.
2. **Agreement Documents, Order of Precedence.** This Agreement consists of the following documents:

This Agreement without Exhibits

Exhibit A	Definitions
Exhibit B-1	Service Descriptions
Exhibit B-2	Specialized Service Requirements
Exhibit C	Financial Assistance Award
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 Provider Contract Provisions
Exhibit I	Provider Insurance Requirements
Exhibit J	Startup Procedures
Exhibit K	Catalog of Federal Domestic Assistance (CFDA) Number Listing

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: (a) this Agreement without Exhibits, (b) Exhibit G, (c) Exhibit A, (d) Exhibit C, (e) Exhibit D, (f) Exhibit B-1, (g) Exhibit B-2, (h) Exhibit F, (i) Exhibit E, (j) Exhibit H, (k) Exhibit I, (l) Exhibit J, (m) Exhibit K.

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

3. Signatures.

Morrow County

By:

_____	_____	_____	_____
Authorized Signature	Printed Name	Title	Date

State of Oregon, acting by and through its Oregon Health Authority

By:

_____	_____	_____	_____
Authorized Signature	Printed Name	Title	Date

Approved by: Director, OHA Health Systems Division

By:

_____	_____	_____	_____
Authorized Signature	Printed Name	Title	Date

Approved for Legal Sufficiency:

Approved by Steven Marlowe, Senior Assistant Attorney General, Department of Justice, Business Transaction Unit, on May 9, 2019; email in Contract file.

**2017-2019 INTERGOVERNMENTAL AGREEMENT
FOR THE FINANCING OF COMMUNITY MENTAL HEALTH, ADDICTION TREATMENT,
RECOVERY, & PREVENTION, AND PROBLEM GAMBLING SERVICES**

**EXHIBIT A
DEFINITIONS**

As used in this Agreement, the following words and phrases shall have the indicated meanings. Certain additional words and phrases are defined in the Service Descriptions, Specialized Service Requirements and Special Conditions in the Financial Assistance Award. When a word or phrase is defined in a particular Service Description, Specialized Service Requirement or Special Condition in the Financial Assistance Award, the word or phrase shall not have the ascribed meaning in any part of the Agreement other than the particular Service Description, Specialized Service Requirement or Special Condition in which it is defined.

1. **“Addiction Treatment, Recovery, & Prevention Services”** means treatment Services for Individuals diagnosed with disorders related to the taking of a drug of abuse including alcohol, to the side effects of a medication, and to a toxin exposure. The disorders include substance use disorders such as substance dependence and substance abuse, and substance-induced disorders, including substance intoxication, withdrawal, delirium, and dementia, as well as substance induced psychotic disorder, mood disorder, etc., as defined in DSM criteria.
2. **“Aging and People with Disabilities” or “APD”** means a division within the Department of Human Services that is responsible for management, financing and regulation services for aging adults and people with disabilities.
3. **“Agreement Settlement”** means OHA’s reconciliation, after termination or expiration of this Agreement, of amounts OHA actually disbursed to County with amounts that OHA is obligated to pay to County under this Agreement from the Financial Assistance Award, as determined in accordance with the financial assistance calculation methodologies set forth in the Service Descriptions. OHA reconciles disbursements and payments on an individual Service basis as set forth in the Service Descriptions and in accordance with Exhibit E, Section 1., “Disbursement and Recovery of Financial Assistance.”
4. **“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 Service Descriptions, Specialized Service Requirements, Special Conditions identified in the Financial Assistance Award, or otherwise.
5. **“Behavioral Health”** refers to mental/emotional wellbeing and/or actions that affect wellness. Behavioral health problems include substance abuse and misuse, Problem Gambling, and Mental Health disorders as well as serious psychological distress and suicide.
6. **“Client” or “Individual”** means, with respect to a particular Service, any person who is receiving that Service, in whole or in part, with funds provided under this Agreement.
7. **“Community Mental Health Program” or “CMHP”** means an entity that is responsible for planning the delivery of Services for Individuals with mental or emotional disturbances, drug abuse, alcohol abuse or gambling addiction problems in a specific geographic area of the state under an agreement with OHA or a Local Mental Health Authority.

8. **Community Mental Health** means programs and Services, delivered in the community, for Individuals diagnosed with Serious and Persistent Mental Illness (SPMI) or other mental or emotional disturbances..
9. **“Coordinated Care Organizations” or “CCO”** means a corporation, governmental agency, public corporation, or other legal entity that is certified as meeting the criteria adopted by the Oregon Health Authority under ORS 414.625 to be accountable for care management and to provide integrated and coordinated health care for each of the organization’s members.
10. **“County Financial Assistance Administrator”** means a County appointed officer to administer this Agreement and amend the Financial Assistance Award on behalf of County, by execution and delivery of amendments to this Agreement in the name of County, in hard copy or electronically.
11. **“DHS”** means the Department of Human Services of the State of Oregon.
12. **“Federal Funds”** means all funds paid to County under this Agreement that OHA receives from an agency, instrumentality or program of the federal government of the United States.
13. **“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. Disbursement of funds identified in the FAA is made by OHA using procedures described in Exhibit B-1, “Service Descriptions,” and Exhibit B-2, “Specialized Service Requirements,” for each respective Service.
14. **“Gambling Disorder”** means persistent and recurrent problematic gambling behavior leading to clinically significant impairment or distress.
15. **“Health Services Division” or “HSD”** means for the purpose of this Agreement, the division of OHA that is responsible for Community Mental Health, Addiction Treatment, Recovery, & Prevention, and Problem Gambling Services.
16. **“Individual” or “client”** means, with respect to a particular Service, any person who is receiving that Service, in whole or in part, with funds provided under this Agreement.
17. **“Interim Services”** as described in 45 CFR §96.121, means:
 - a. Services provided, until an Individual is admitted to substance abuse treatment program, for reducing the adverse health effects of such abuse, promoting the health of the Individual, and reducing the risk of transmission of disease. At a minimum Services include counseling and education about HIV and tuberculosis, the risks of needle sharing, the risks of transmission of disease to sexual partners and infants, and steps that can be taken to ensure that HIV and tuberculosis transmission does not occur;
 - b. Referral for HIV or TB treatment Services, where necessary; and
 - c. Referral for prenatal care, if appropriate, until the Individual is admitted to a Provider’s Services.
 - d. If County treats recent intravenous drug users (those who have injected drugs within the past year) in more than one-third of its capacity, County shall carry out outreach activities to encourage individual intravenous drug users in need of such treatment to undergo treatment and shall document such activities.
18. **“Local Mental Health Authority” or “LMHA”** means one of the following entities:
 - a. The board of county commissioners of one or more counties that establishes or operates a Community Mental Health Program;

- b. The tribal council, in the case of a federally recognized tribe of Native Americans, that elects to enter into an agreement to provide mental health services; or
 - c. A regional local mental health authority comprised of two or more boards of county commissioners.
19. **“Local Plan” or “Plan”** means a plan adopted by the Local Mental Health Authority directed by and responsive to the Behavioral Health needs of the community consistent with the requirements identified in ORS 430.630.
20. **“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 state medical assistance programs by OHA.
21. **“Misexpenditure”** means funds, other than an Overexpenditure, disbursed to County by OHA under this Agreement and expended by County that is:
- a. Identified by the federal government as expended contrary to applicable statutes, rules, OMB Circulars 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 County contrary to applicable statutes, rules, OMB Circulars 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 Service that did not meet the standards and requirements of this Agreement with respect to that Service.
22. **“Measures and Outcomes Tracking System” or “MOTS”** means the OHA data system that stores data submitted by OHA contractors and subcontractors.
23. **“Oregon Health Authority” or “OHA”** means the agency within the State of Oregon that is responsible for Problem Gambling, Addiction Treatment, Recovery, & Prevention Services, children and adult Community Mental Health Services, and maintaining custody of persons committed to the state, by courts, for care and treatment of mental illness.
24. **“Overexpenditure”** means funds disbursed to County by OHA under this Agreement and expended by County that is identified by the State of Oregon or OHA, through Agreement Settlement or any other disbursement reconciliation permitted or required under this Agreement, as in excess of the funds County is entitled to as determined in accordance with the financial assistance calculation methodologies set forth in the applicable Service Descriptions or in Exhibit D, “Special Terms and Conditions.”
25. **“Problem Gambling Services”** means prevention, treatment, maintenance and recovery Services for Individuals diagnosed with Gambling Disorder or are at risk of developing Gambling Disorder including or inclusive of any family and or significant other impacted by the problem gambler for access to treatment. For the purposes of this Agreement, Problem Gambling Services and Gambling Disorder will be used interchangeably.
26. **“Program Area”** means any one of the following: Community Mental Health Services, Addiction Treatment, Recovery, & Prevention Services, or Problem Gambling Services.

27. **“Provider”** has the meaning set forth in section 5 of Exhibit E, “General Terms and Conditions.” As used in a Service Description and elsewhere in this Agreement where the context requires, Provider also includes County if County provides the Service directly.
28. **“Provider Contract”** has the meaning set forth in Exhibit E, “General Terms and Conditions,” section 5.29. **“Serious and Persistent Mental Illness (SPMI)”** means the current DSM diagnostic criteria for at least one of the following conditions as a primary diagnosis for an adult age 18 or older:
- a. Schizophrenia and other psychotic disorders;
 - b. Major depressive disorder;
 - c. Bipolar disorder;
 - d. Anxiety disorders limited to Obsessive Compulsive Disorder (OCD) and Post Traumatic Stress Disorder (PTSD);
 - e. Schizotypal personality disorder; or
 - f. Borderline personality disorder.
30. **“Service(s)”** or **“Service Element(s)”** means any one of the following services or group of related services as described in Exhibit B-1, “Service Descriptions,” in which costs are covered in whole or in part with financial assistance pursuant to Exhibit C, “Financial Assistance Award,” of this Agreement. Only Services in which costs are covered in whole or in part with financial assistance pursuant to Exhibit C, “Financial Assistance Award,” as amended from time to time, are subject to this Agreement.

Service Name	Service Code
System Management and Coordination – Addiction Treatment, Recovery, & Prevention Services	A&D 03
Start-Up – Addiction Treatment, Recovery, & Prevention Services	A&D 60
Adult Addiction Treatment, Recovery, & Prevention Residential Treatment Services	A&D 61
Supported Capacity for Dependent Children Whose Parents are in Adult Addiction Treatment, Recovery, & Prevention Residential Treatment	A&D 62
Peer Delivered Services – Addiction Treatment, Recovery, & Prevention Services	A&D 63
Housing Assistance – Addiction Treatment, Recovery, & Prevention Services	A&D 64
Intoxicated Driver Program Fund (IDPF)	A&D 65
Community Behavioral and Addiction Treatment, Recovery, & Prevention Services	A&D 66
Addiction Treatment, Recovery, & Prevention Residential and Day Treatment Capacity	A&D 67
Youth Addiction, Recovery, & Prevention Residential Treatment Services	A&D 71
Problem Gambling Prevention Services	A&D 80
Problem Gambling Treatment Services	A&D 81
Problem Gambling Residential Services	A&D 82
Problem Gambling Respite Treatment Services	A&D 83

Service Name	Service Code
Problem Gambling, Client Finding Outreach Services	A&D 84
System Management and Coordination – Community Mental Health	MHS 01
Aid and Assist Client Services	MHS 04
Assertive Community Treatment Services	MHS 05
Crisis and Acute Transition Services (CATS)	MHS 08
Jail Diversion	MHS 09
Mental Health Promotion and Prevention Services	MHS 10
Rental Assistance Program Services	MHS 12
School-Based Mental Health Services	MHS 13
Young Adult Hub Programs (YAHP)	MHS 15
Non-Residential Community Mental Health Services For Adults	MHS 20
Non-Residential Community Mental Health Services For Child and Youth	MHS 22
Acute and Intermediate Psychiatric Inpatient Services	MHS 24
Community Mental Health Crisis Services For Adults and Children	MHS 25
Non-Residential Community Mental Health Services For Youth and Young Adults In Transition	MHS 26
Residential Community Mental Health Treatment Services for Youth and Young Adults In Transition	MHS 27
Residential Community Mental Health Treatment Services For Adults	MHS 28
Monitoring, Security, and Supervision Services for Individuals Under the Jurisdiction of the Adult and Juvenile Panels of the Psychiatric Security Review Board	MHS 30
Enhanced Care And Enhanced Care Outreach Services	MHS 31
Adult Foster Care Services	MHS 34
Older or Disabled Adult Community Mental Health Services	MHS 35
Pre-Admission Screening and Resident Review Services (PASARR)	MHS 36
Start-Up – Community Mental Health Services	MHS 37
Supported Employment Services	MHS 38
Projects For Assistance In Transition From Homelessness (PATH) Services	MHS 39

31. **“Service Description”** means the description of a Service or Service Element as set forth in Exhibit B-1, “Service Descriptions.”
32. **“Specialized Service Requirement”** means any one of the following specialized service requirements as described in Exhibit B-2, “Specialized Service Requirements,” in which costs are covered in whole or in part with financial assistance pursuant to Exhibit C, “Financial Assistance Award,” of this Agreement. Only Services in which costs are covered in whole or in part with financial assistance pursuant to Exhibit C, “Financial Assistance Award,” as amended from time to time, are subject to this Agreement.

<u>Specialized Service Requirement Name</u>	<u>Specialized Service Requirement Code</u>
Veterans Peer Delivered Services	MHS 16A
Early Assessment and Support Alliance (EASA)	MHS 26A
Secure Residential Treatment Facility	MHS 28A
Gero-Specialist	MHS 35A
APD Residential	MHS 35B

33. **“Trauma Informed Services”** means Services that are reflective of the consideration and evaluation of the role that trauma plays in the lives of people seeking Community Mental Health and Addiction Treatment, Recovery, & Prevention Services, including recognition of the traumatic effect of misdiagnosis and coercive treatment. Services are responsive to the vulnerabilities of trauma survivors and are delivered in a way that avoids inadvertent re-traumatization and facilitates individual direction of services.
34. **“Underexpenditure”** means funds disbursed by OHA under this Agreement that remain unexpended at Agreement termination or expiration, other than funds County is permitted to retain and expend in the future under Exhibit E, “General Terms and Conditions,” section 3.b.

June 25,2019

Morrow County Commissioners

As you are aware, I headed up an effort this winter to have a helicopter fly for coyotes using a permit obtained from the Oregon Department of Agriculture. Most of the people listed below had signed the permit prior to flying. The helicopter logged 49 hours on our properties and had great results.

In several instances, coyotes feeding on newborn calves were observed. Packs of 6 to 8 coyotes were not uncommon. By for the most coyotes observed were in the direct proximity of calving cows.

With the weather we were experiencing during February, March and April, I hate to guess the losses we would have suffered during calving in those conditions. Most people's properties were flown at least twice and the difference between the early flights and the later flights were substantial.

I would like to apply for a new permit for this fall and winter. Please let me know if you are interested in being included on the new permit.

The helicopter is owned and operated by Greg Jensen DBA calfsavers.com. Greg has a passion for helping livestock growers and wildlife managers reduce predation on their properties. I am asking for donations to his company to cover the expenses incurred in this endeavor. Typically, a helicopter of this type rents for \$550 per hour plus travel time to and from their home base in Vale. If we would have hired a company to do this for us, or cost would have been nearly \$26,000. I propose that we each make donations to his company proportionate with the amount of land He flew for each of us and the benefit realized from it. Greg based his flying from my Balm Fork Lodge and flew approximately 10 days as weather permitted. I am going to ask the County Commissioners for funding as well as the Morrow County Livestock Growers.

I think a goal for fundraising should be \$15,000 to \$16,000. There are 27 names on the list of potential donors. I am going to donate \$1,000 to the fund and I hope you all send an amount that reflects the benefit you feel you received.

Please make checks out to:

calfsavers.com

C/O Brian Thompson

55805 Hwy74

Heppner, OR 97836

Please indicate if you want to be included on the permit for next year.

If you have any questions or concerns, please feel free to call me at 541-980-5045. I will follow up with a letter to let everyone know how much we raised and the particulars on signing up for next year.

Thank you,

Brian Thompson

Cooperator
Triangle Ranch
Horseshoe Hereford
Wright Century Ranch
HM Ranch
Dow Ranch
Thompson Ranch
Roscoe Qualls
Osmin Ranch
Kilkenny Ranch
Western Grain
Currin Ranch
Vey Ranches
Dougherty Ranch
Healy Ranch
Hughes Ranch
Warn/Green
Hisler Ranch
French Ranch
Lentz Ranch
Joe McElligott Ranch
Jaca ranch
Nevada First Corp
Turner Ranch
Kyle Robinson Ranch
Morrow County
Morrow County Livestock Growers

IRRIGON IRRIGON COURT
 THIRD & MAIN PO BOX 130
 IRRIGON, OREGON 97844

JCDIS2

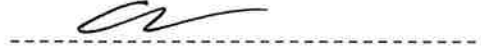
DISTRIBUTION OF FINES AND ASSESSMENTS
 6/01/19 - 6/30/19

DOCKET CODE/ DESCRIPTION	TOTAL AMOUNT	CITY SHARE	COURT COSTS	COUNTY SHARE	JAIL ASSESS	STATE SHARE	IDP FEES	LEMMA	SUPPL. ASSESS	ALL OTHER
* SMALL CLAIMS	295.00	.00	295.00	.00	.00	.00	.00	.00	.00	.00
I CITY OF BOARDMA	1013.00	.00	110.00	752.00	84.00	37.00	.00	6.00	8.00	16.00
O COUNTY OFFICER	36110.28	.00	1037.30	25883.98	2110.00	.00	.00	.00	276.00	6803.00
T STATE OFFICER	12991.02	.00	865.00	5623.11	715.51	3967.26	.00	6.00	90.00	1724.14
Z DUII	1624.00	.00	224.00	1214.00	32.00	.00	.00	.00	4.00	150.00
W STATE WEIGHMAST	40.00	.00	.00	.00	.00	40.00	.00	.00	.00	.00
V MISD.	1881.00	.00	381.00	1209.00	32.00	.00	.00	.00	4.00	255.00
D ANIMAL VIOLATIO	175.00	.00	.00	50.00	.00	.00	.00	.00	.00	125.00
** COLUMN TOTALS **	54129.30 *	.00 *	2912.30 *	34732.09 *	2973.51 *	4044.26 *	.00 *	12.00 *	382.00 *	9073.14 *

CITY SHARE BREAKDOWN	COUNTY SHARE BREAKDOWN	STATE SHARE BREAKDOWN	MISCELLANEOUS OTHER
FINE SHARE.....	FINE SHARE.....	FINE SHARE.....	OTHER.....
COURT COSTS.....	COURT COSTS.....	UNITARY AS.....	COMP. FINES.....
CLERK COSTS.....	CLERK COSTS.....	DMV FEES.....	RESTITUTION.....
	JAIL 60%	STATE MISC	
SUPPL ASSESS.....	SUPPL ASSESS.....	DWS CONV FEE.....	
	JAIL HB2562.....	STATE OBLIG	
NON-COST COURT...	NON-COST COURT...	VICTIM ASSIST.....	
	SMALL CLAIMS.....		
COURT SECURITY...	COURT SECURITY....	JAIL 40%	REFUNDS.....
	OFFENSE SURCHG....	LEMMA.....	COLL. AGY.
	ATTORNEY FEES.....	IDP.....	
		COURT SECURITY....	
TOTAL CITY	TOTAL COUNTY	SECTION 6B-CFA	
.00 **	40939.90 **	8922.14	
		TOTAL STATE	
		13069.40 **	

I CERTIFY THAT THIS IS A TRUE STATEMENT OF FINES LEVIED AND COLLECTED AND BAIL BONDS FORFEITED IN THIS COURT DURING THE MONTH OF JUNE 2019

SIGNED



TITLE--JUSTICE CT JUDGE DATE 7/03/19

IRRIGON IRRIGON COURT
 THIRD & MAIN PO BOX 130
 IRRIGON, OREGON 97844

JCDIS2

DISTRIBUTION OF FINES AND ASSESSMENTS
 4/01/10 - 4/30/19

DOCKET CODE/ DESCRIPTION	TOTAL AMOUNT	CITY SHARE	COURT COSTS	COUNTY SHARE	JAIL ASSESS	STATE SHARE	IDP FEES	LEMLA	SUPPL. ASSESS	ALL OTHER
* SMALL CLAIMS	490.00	.00	490.00	.00	.00	.00	.00	.00	.00	.00
I CITY OF BOARDMA	2108.00	.00	230.00	1572.00	114.00	156.00	.00	8.00	12.00	16.00
O COUNTY OFFICER	35579.70	.00	1450.36	25188.62	2058.72	.00	.00	.00	254.00	6628.00
T STATE OFFICER	16722.56	.00	1157.53	6685.61	777.30	5937.83	.00	.00	99.73	2064.56
Z DUII	1534.28	.00	853.50	522.00	.00	10.78	.00	.00	.00	148.00
W STATE WEIGHMAST	1272.00	.00	50.00	1154.00	16.00	50.00	.00	.00	2.00	.00
V MISD.	2106.52	.00	160.00	1462.52	63.00	.00	.00	.00	6.00	415.00
D ANIMAL VIOLATIO	50.00	.00	.00	50.00	.00	.00	.00	.00	.00	.00
** COLUMN TOTALS **	59863.06 *	.00 *	4391.39 *	36634.75 *	3029.02 *	6154.61 *	.00 *	8.00 *	373.73 *	9271.56 *

CITY SHARE BREAKDOWN

FINE SHARE.....	.00
COURT COSTS.....	.00
CLERK COSTS.....	.00
SUPPL ASSESS.....	.00
NON-COST COURT...	.00
COURT SECURITY...	.00
TOTAL CITY	.00 **

COUNTY SHARE BREAKDOWN

FINE SHARE.....	36579.35
COURT COSTS.....	865.00
CLERK COSTS.....	.00
JAIL 60%	58.80
SUPPL ASSESS.....	373.73
JAIL HB2562.....	2931.02
NON-COST COURT....	2812.89
SMALL CLAIMS.....	.00
COURT SECURITY....	.00
OFFENSE SURCHG....	55.40
ATTORNEY FEES.....	713.50
TOTAL COUNTY	44389.69 **

STATE SHARE BREAKDOWN

FINE SHARE.....	5987.83
UNITARY AS.....	166.78
DMV FEES.....	.00
STATE MISC00
DWS CONV FEE.....	.00
STATE OBLIG00
VICTIM ASSIST.....	.00
JAIL 40%	39.20
LEMLA.....	8.00
IDP.....	.00
COURT SECURITY....	31.00
SECTION 6B-CFA	9020.56
TOTAL STATE	15253.37 **

MISCELLANEOUS OTHER

OTHER.....	.00
COMP. FINES.....	.00
RESTITUTION.....	220.00
REFUNDS.....	.00
COLL. AGY.00

I CERTIFY THAT THIS IS A TRUE STATEMENT OF FINES LEVIED AND COLLECTED AND BAIL BONDS FORFEITED IN THIS COURT DURING THE MONTH OF APRIL 2019

SIGNED



TITLE--JUSTICE CT JUDGE DATE 5/16/19

IRRIGON IRRIGON COURT
 THIRD & MAIN PO BOX 130
 IRRIGON, OREGON 97844

JCDIS2

DISTRIBUTION OF FINES AND ASSESSMENTS
 5/01/19 - 5/31/19

DOCKET CODE/ DESCRIPTION	TOTAL AMOUNT	CITY SHARE	COURT COSTS	COUNTY SHARE	JAIL ASSESS	STATE SHARE	IDP FEES	LEMLA	SUPPL. ASSESS	ALL OTHER
* SMALL CLAIMS	165.00	.00	.00	97.00	16.00	.00	.00	.00	2.00	50.00
I CITY OF BOARDMA	102.00	.00	102.00	.00	.00	.00	.00	.00	.00	.00
O COUNTY OFFICER	466.00	.00	25.00	353.00	22.00	57.00	.00	2.00	2.00	5.00
T STATE OFFICER	29265.07	.00	764.52	21546.27	1551.28	12.00	.00	4.00	194.00	5193.00
Z DUII	11896.57	.00	877.00	4435.28	563.19	4400.10	.00	4.00	62.00	1555.00
W STATE WEIGHMAST	2099.50	.00	554.50	1196.00	48.00	200.00	.00	.00	6.00	95.00
V MISD.	40.00	.00	.00	.00	.00	40.00	.00	.00	.00	.00
D ANIMAL VIOLATIO	5994.12	.00	439.00	2233.12	64.00	.00	.00	.00	8.00	3250.00
	140.00	.00	.00	50.00	.00	.00	.00	.00	.00	90.00
** COLUMN TOTALS **	50168.26 *	.00 *	2762.02 *	29910.67 *	2264.47 *	4709.10 *	.00 *	10.00 *	274.00 *	10238.00 *

CITY SHARE BREAKDOWN	COUNTY SHARE BREAKDOWN	STATE SHARE BREAKDOWN	MISCELLANEOUS OTHER
FINE SHARE.....	FINE SHARE.....	FINE SHARE.....	OTHER.....
COURT COSTS.....	COURT COSTS.....	UNITARY AS.....	COMP. FINES.....
CLERK COSTS.....	CLERK COSTS.....	DMV FEES.....	RESTITUTION.....
	JAIL 60%	STATE MISC	
SUPPL ASSESS.....	SUPPL ASSESS.....	DWS CONV FEE.....	
	JAIL HB2562.....	STATE OBLIG	
NON-COST COURT...	NON-COST COURT...	VICTIM ASSIST.....	
	SMALL CLAIMS.....		
COURT SECURITY...	COURT SECURITY....	JAIL 40%	REFUNDS.....
	OFFENSE SURCHG....	LEMLA.....	COLL. AGY.
	ATTORNEY FEES.....	IDP.....	
TOTAL CITY	TOTAL COUNTY	COURT SECURITY....	
		SECTION 6B-CFA	
		TOTAL STATE	

I CERTIFY THAT THIS IS A TRUE STATEMENT OF FINES LEVIED AND COLLECTED AND BAIL BONDS FORFEITED IN THIS COURT DURING THE MONTH OF MAY 2019

SIGNED _____

TITLE--JUSTICE CT JUDGE DATE 7/03/19

**PLANNING DEPARTMENT**

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

July 3, 2019

To Adjoining and Affected Land Owners:

You are receiving this letter and Preliminary Findings of Fact for a Land Use Decision as you are identified as either an adjoining or affected landowner, an interested party or state agency. The enclosed Preliminary Findings of Fact evaluate the proposed Utility Facility Necessary for Public Service and will authorize the construction and operation of an up to 115 kV transmission line on a single property zoned Exclusive Farm Use. The balance of the line is proposed within the City of Boardman and is subject to their permitting requirements.

Should you have any concerns or want to comment on the proposed Utility Facility, please contact me at cmclane@co.morrow.or.us or by phone at 541-922-4624. Comments can also be mailed to the address above. Any comments or concerns received no later than close of business on July 18, 2019, will be considered in the Final Findings of Fact, which will be issued on or after July 19, 2019.

More information about the Morrow County Planning Department can be found at the following website: <http://www.co.morrow.or.us/planning>. The Morrow County Comprehensive Plan, Zoning Ordinance, and Subdivision Ordinance can all be found at this website along with many other documents and links informing you about Oregon's Land Use Planning Program. Please visit whenever you have questions about land use issues in Morrow County. If you cannot find what you are looking for, please reach out and talk to a Morrow County planner at 541-922-4624.

Cordially,

A handwritten signature in cursive script that reads "Carla McLane".

Carla McLane
Planning Director

Enclosures:
Preliminary Findings
Vicinity Map
Applicant Narrative

**PRELIMINARY FINDINGS OF FACT
LAND USE DECISION
Application No. LUD-N-19-19**

REQUEST: To allow construction and operation of a up to 115 kV temporary transmission line on a single property within an Umatilla Electric Cooperate easement.

APPLICANT: Umatilla Electric Cooperative
750 W Elm Avenue
Hermiston, OR 97838

OWNERS: Stiffler, LLC
33896 E Walls Road
Hermiston, Oregon 97838

PROPERTY DESCRIPTION: A temporary linear facility predominately within the city limits of Boardman, starting near the intersection of Columbia Avenue and Ullman Boulavard, crossing Interstate 84, crossing both Port of Morrow property and the subject property of these Findings of Fact, with a terminus at the VADATA project within Boardman.

PROJECT LOCATION: Just south of Interstate 84 and east of Olson Road, adjacent to the city limits of Boardman.

FINDINGS OF FACT:

- I. **BACKGROUND INFORMATION:** Zoning of the area subject to this Land Use Decision is Exclusive Farm Use (EFU) with a 160-acre minimum lot size. This approval will facilitate temporary transmission to the VADATA project within Boardman.
- II. **APPROVAL CRITERIA:** The applicant has filed under the Morrow County Zoning Ordinance, ARTICLE 3, USE ZONES, Section 3.010 Exclusive Farm Use Zone. Section 3.010 includes REQUIREMENTS FOR APPROVAL which are listed below in **bold type**, followed by a response in standard type:

B. Uses Permitted Outright. In the EFU zone, the following uses and activities and their accessory buildings and uses are permitted subject to the general provisions set forth by this ordinance:

24. Utility facilities necessary for public service, including associated transmission lines as defined in Article 1 and wetland waste treatment systems, but not including commercial facilities for the purpose of generating electrical power for public use by sale or transmission towers over 200 feet in height as provided in Subsection D.10.

The temporary transmission line, proposed at 115 kV, is a utility facility that is designed to serve industrial activities within the City of Boardman. Planning staff have determined

that the proposed use meets the definition of a Utility Facility Necessary for Public Service and can be allowed if the standards found in subsection D10 can be met.

D. Use Standards

10. A utility facility that is necessary for public service.

a. A utility facility is necessary for public service if the facility must be sited in the exclusive farm use zone in order to provide the service.

The proposed transmission line will be providing service to industrial activities within the City of Boardman. The route presented is the most efficient route from the source to the demand available. Impacts to the agricultural operations are limited along the northwest corner of the farm. The proposed transmission line meets this criterion.

(1) To demonstrate that a utility facility is necessary, an applicant must show that reasonable alternatives have been considered and that the facility must be sited in an exclusive farm use zone due to one or more of the following factors:

(a) Technical and engineering feasibility;

(b) The proposed facility is locationally-dependent. A utility facility is locationally-dependent if it must cross land in one or more areas zoned for exclusive farm use in order to achieve a reasonably direct route or to meet unique geographical needs that cannot be satisfied on other lands;

(c) Lack of available urban and nonresource lands;

(d) Availability of existing rights of way;

(e) Public health and safety; and

(f) Other requirements of state and federal agencies.

The proposed alignment of the Utility Facility Necessary for Public Service is locationally-dependent as there is no other route to connect the two end points except to cross land zoned EFU. The route chosen by the applicant was designed in consultation with landowners along the route, to minimize impacts to agricultural operations. Planning staff would find these criteria met.

(2) Costs associated with any of the factors listed in Subsection (1) may be considered, but cost alone may not be the only consideration in determining that a utility facility is necessary for public service. Land costs shall not be included when considering alternative locations for substantially similar utility facilities and the siting of utility facilities that are not substantially similar.

Cost has not been a factor in identifying the location for the proposed transmission line. The proposed location limits impacts to agricultural operations and was a consensus of the affected landowners. Planning staff would find this criterion met.

(3) The owner of a utility facility approved under Subsection a shall be responsible for restoring, as nearly as possible, to its former condition any agricultural land and associated improvements that are damaged or otherwise disturbed by the siting, maintenance, repair or reconstruction of the facility. Nothing in this Subsection

shall prevent the owner of the utility facility from requiring a bond or other security from a contractor or otherwise imposing on a contractor the responsibility for restoration.

The applicant has indicated that contractors doing work for the cooperative are required to be insured and bonded for the full value of their respective contracts. By virtue of receiving this permit the applicant is responsible for restoration of adjacent agricultural lands that could be disturbed. Planning staff would find this criterion met.

(4) The county shall impose clear and objective conditions on an application for utility facility siting to mitigate and minimize the impacts of the proposed facility, if any, on surrounding lands devoted to farm use in order to prevent a significant change in accepted farm practices or a significant increase in the cost of farm practices on surrounding farmlands.

The applicant has outlined in the application current design work that limits impacts during both construction, operation and maintenance. Planning staff do list as a Condition of Approval that the applicant provide to the Planning Department both pre- and post-construction design to include the final route and tower placement locations.

(5) Utility facilities necessary for public service may include on-site and off-site facilities for temporary workforce housing for workers constructing a utility facility. Such facilities must be removed or converted to an allowed use under the EFU Zone or other statute or rule when project construction is complete. Off-site facilities allowed under this Subsection are subject to Article 6. Temporary workforce housing facilities not included in the initial approval may be considered through a minor amendment request. A minor amendment request shall have no effect on the original approval.

This criterion is not applicable as there are no housing facilities proposed.

(6) In addition to the provisions of Subsection D.10.a(1) through (4), the establishment or extension of a sewer system as defined by OAR 660-011-0060(1)(f) shall be subject to the provisions of 660-011-0060.

This criterion is not applicable as no sewer system facilities or extensions will be required.

(7) The provisions of Subsection a do not apply to interstate natural gas pipelines and associated facilities authorized by and subject to regulation by the Federal Energy Regulatory Commission.

This criterion is not applicable as this utility is not a natural gas pipeline.

b. An associated transmission line is necessary for public service upon demonstration that the associated transmission line meets either the following requirements of Subsection (1) or Subsection (2) of this Subsection.

Planning staff have deemed this criterion not applicable as this installation does not qualify as an "associated transmission line" as defined in the Morrow County Zoning Ordinance as it is not associated with an energy generation facility.

III. DECISION OF THE PLANNING DIRECTOR: The Planning Director approves Land Use Decision LUD-N-19-19 subject to the following CONDITION OF APPROVAL.

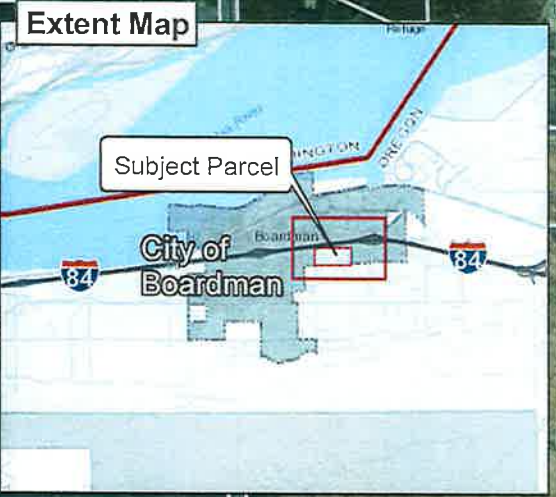
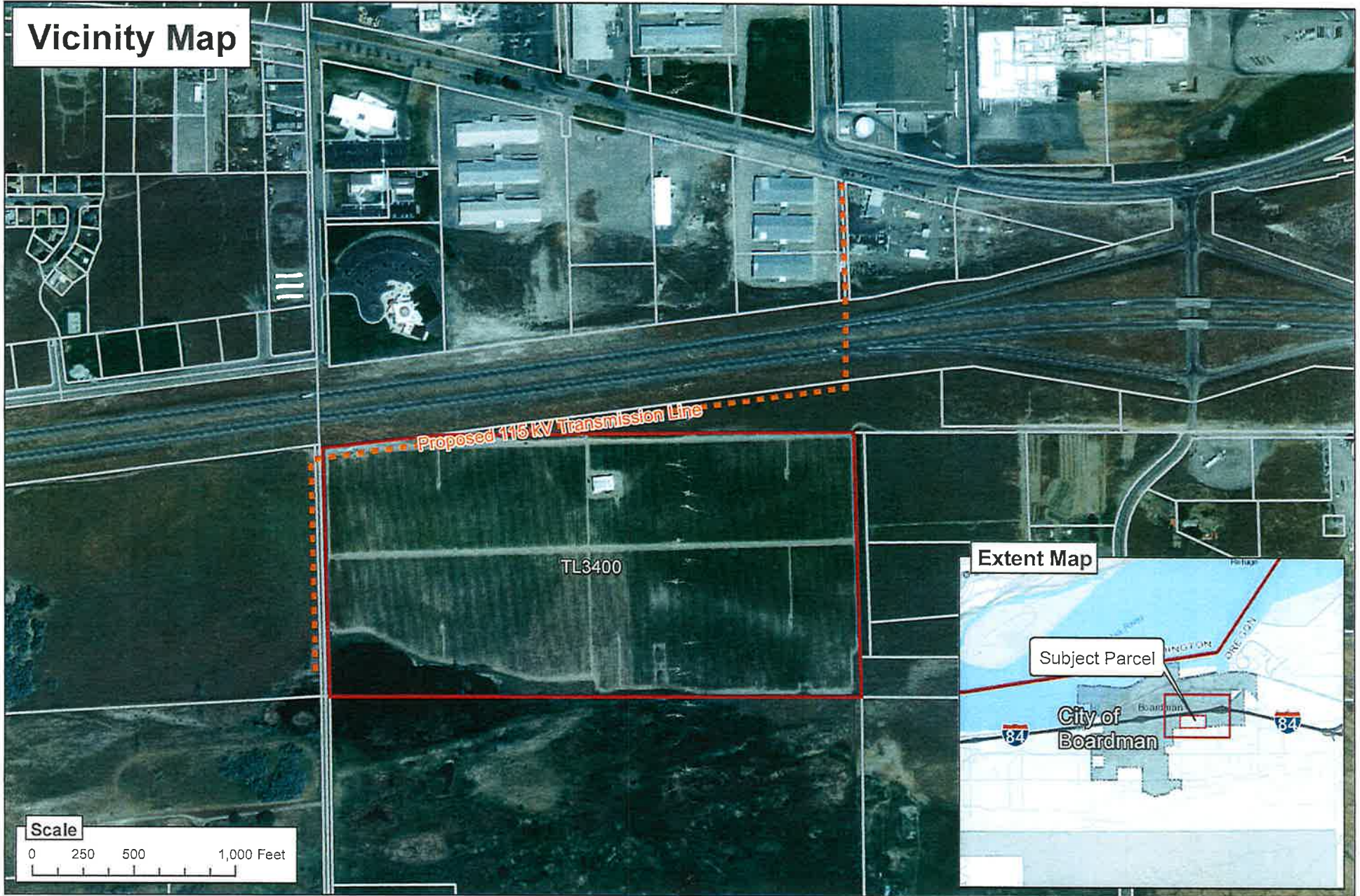
- Provide to the Planning Department both a pre- and post-construction design to include the final route and tower placement locations.

Carla McLane
Planning Director

Date

Attachments:
Vicinity Map
Applicant Narrative

Vicinity Map



4N 25E 10 TL3400
LUD-N-19-19
 Umatilla Electric
 Cooperative

Legend

1234 Taxlots

 Subject
 Parcels



Cartography By: Stephen Wrecsics
 Morrow County Planning Department
 Date Saved: 7/3/2019 9:51:09 AM



Coordinate System: NAD 1983 HARN StatePlane Oregon North FIPS 3601
 Projection: Lambert Conformal Conic
 Datum: North American 1983 HARN

Umatilla Electric Cooperative
PDX-90 115 kV TRANSMISSION LINE

Land Use Application

TABLE OF CONTENTS

- 1. Application Form**
- 2. Project Narrative**
- 3. Exhibits**
 - a. Exhibit 1: Parcel List**
 - b. Exhibit 2: Vicinity Map**
 - c. Exhibit 3: Project Location**
- 4. Appendix 1: Landowner Consent Form**
- 5. Application Fee (submitted separately)**

Submitted by Umatilla Electric Cooperative. Direct questions/comments to:

Wendy Neal
wendy.neal@umatillaelectric.com
(541) 289-1522

Gopala Borchelt
gborchelt@tothassociates.com
(417) 888-0645

Application Form



LAND USE APPLICATION

PAID
06032019 Dms

FILE NUMBER LUD-N-19-19

Date Received _____
Date Deemed Complete _____

Fee \$200 -

Type of Application (check one):

- Non-Farm Use
- Temporary Use
- Dwelling Authorization
- Agri-tourism
- Event(s)
- Other Utility Necessary for Public service

Applicant:

Name(s) Umatilla Electric Cooperative
 Address 750 W Elm
Hermiston, OR 97838
 Phone 541-289-1522 E-mail address wendy.neal@umatillaelectric.com
417-888-0645 gborchelt@tothassociates.com

Legal Owner (if different from the applicant):

Name(s) See Exhibit 1: Parcel List
 Address See Appendix 1: Landowner Consent Forms

Legal and Physical Description:

Township * Range * Section * Tax Lot(s) *See Exhibit 1: Parcel List
 Physical Address See Appendix 1: Landowner Consent Forms
 General Location See Exhibit 2: Vicinity Map

PROPOSAL (Identify what you are proposing): A 115 kV transmission line built on poles
ranging from ~80' to ~100' in height, as further described in the attached Project Narrative.

APPROVAL CRITERIA:

Zoning Designation FFU Acreage n/a
 List the applicable Article, Section(s), and Subsection(s): 3.075 and 3.010 Subsections B.24 and D.10.a

A Planner can assist you in identifying the review criteria that apply to your request. The review criteria are used to determine whether your application will be approved or denied. It is your responsibility to provide adequate written justification and any other evidence you feel is relevant to explain how your request complies with the review criteria. Failure to provide adequate justification may result in your application being denied, or deemed incomplete until additional information is provided. For additional space on any questions, please attach a separate sheet of paper.

PHYSICAL FEATURES (Describe the site):

Vegetation on the property: One property has cultivated agricultural use, irrigated

Topography of the property (i.e. rocky, hilly, forested): Gently rolling crop land

Any significant features of the property (i.e. steep slopes, water bodies, etc.): _____

Soil type(s): Quincy loamy fine sand 2 to 12 percent slopes per USDA NRCS data

Is the land or any portion of it subject to flooding? Minimal, if any; none expected to affect project

Most current use of the property: Farm building and cultivated agriculture use

Has the location been utilized as an integral part of the farming operation on the property? No

Does the location have water rights for irrigation? Proposed utility does not affect water rights or use

What are the predominant farming types in the area? Rotating irrigated or row crops

Is the property currently under special assessment by the County Assessor's Office? EFU

EXISTING IMPROVEMENTS:

What structures or development does the property contain? Will any structure be removed or demolished? Single story buildings, utility poles. No structures will be removed or demolished.

DESCRIBE THE ACCESS TO THE PROPERTY (check

one):

State Highway County Road Public Road USFS Private Easement

Road Name: Columbia Ave NE, Olson Rd SE and private farm roads

Improvement type and condition of road: paved and unpaved 2-lane road

Will any new access be required? no

EXISTING SERVICES:

Fire protection district or method: _____

Solid waste disposal method: not applicable

Utilities and other public services provided: not applicable

Please include a map or plot plan with the following information:

Existing and proposed water supply; not applicable

Existing and proposed sewage disposal method; not applicable

Location of existing and proposed structures; and Alignment shown on Exhibit 2: Vicinity Map

Existing and proposed roads and accesses. Existing roads shown on Exhibit 2: Vicinity Map

With the map please provide a description of:

How the proposal will be compatible with surrounding land uses: Proposed alignment has been developed in collaboration with affected landowners to mitigate any impact to existing farm use.

How the proposal will protect and preserve existing natural resources such as trees, vegetation, water resources and wildlife habitat: No impact anticipated to water or vegetative resources. Project design will adhere to Applicant's Avian Protection Plan developed in conformance with APLIC guidelines.

Whether you believe diking, screening or other landscaping will be required to protect nearby properties and habitats: No

**Additional discussion of SF compatibility discussed in Project Narrative.

Project Narrative

**Umatilla Electric Cooperative
PDX-90 115 kV TRANSMISSION LINE
Project Narrative**

- APPLICANT:** Umatilla Electric Cooperative (“UEC”)
750 W Elm
Hermiston, OR 97838
- OWNERS:** The proposed PDX-90 Transmission Line built at 115kV, will cross several parcels, each parcel identified with its respective landowner in **Exhibit 1: Parcel List**.

Written landowner consent for this Land Use Application is provided in **Appendix 1: Landowner Consent Forms**. (One landowner is zoned EFU and gave consent.)
- PROPOSAL:** The proposed project is for a 115 kV transmission line, built on poles ranging from ~80 to ~100’ in height, is located ~1 mile southeast of Boardman, Oregon. The line would tap a structure located at Columbia Ave NE and Ulman Blvd near the center of Section 10 T04N R25E. The line runs generally southwest to connect to a new substation on the west side of Olson Rd SE ~.3 miles south of I-84. The line is meant to provide temporary service to VADATA and will eventually be de-constructed after an additional 230kV line is built from near Bombing Range Rd and I 84.
- REQUEST:** UEC requests a determination that the proposed project is Use Permitted Outright pursuant to Morrow County Zoning Ordinance 3.075 and 3.010 Subsection B.24, based on the Use Standards established for utilities necessary for public service in Morrow County Zoning Ordinance 3.010 Subsection D.10.a.
- LOCATION:** The proposed route is identified in **Exhibits 2 and 3: Vicinity Map, Project Location**.
- ZONING:** The majority of the project lies in areas zoned Rural Light Industrial, “RLI” in City of Boardman. One property is zoned Exclusive Farm Use (“EFU”), where such utility uses are permitted outright, subject to Use Standards provided in Zoning Ordinance 3.010 Subsection D.10.a.
- COMPLIANCE:** Conformance to the standards in Zoning Ordinance 3.010 Subsection D.10.a is addressed below. Each section is presented below followed by UEC’s response.

Section 3.010. Exclusive Farm Use, EFU Zone

B. Uses Permitted Outright. In the EFU zone, the following uses and activities and their accessory buildings and uses are permitted subject to the general provisions set forth by this ordinance:

24. Utility facilities necessary for public service, including associated transmission lines as defined in Article 1 and wetland waste treatment systems, but not including commercial facilities for the purpose of generating electrical power for public use by sale or transmission towers over 200 feet in height as provided in Subsection D.10.

The proposed project is a utility facility designed to provide increased capacity and reliability with minimal impact to current and future agriculture use in the area.

Umatilla Electric Cooperative
PDX-90 115 kV TRANSMISSION LINE
Project Narrative

D. Use Standards

10. A utility facility that is necessary for public service.

- a. A utility facility is necessary for public service if the facility must be sited in the exclusive farm use zone in order to provide the service.**

The construction of this line provides support to the local industry including agricultural members through addition rate payments for electrical power to the member-owned cooperative. Development of a new data center will increase in demand for electric service, so this line is necessary to provide reliable electrical service to all current and future growth in the area.

- (1) To demonstrate that a utility facility is necessary, an applicant must show that reasonable alternatives have been considered and that the facility must be sited in an exclusive farm use zone due to one or more of the following factors:**

(a) Technical and engineering feasibility;

Technical and engineering feasibility is not a direct factor in this project's determination of necessity.

- (b) The proposed facility is locationally-dependent. A utility facility is locationally-dependent if it must cross land in one or more areas zoned for exclusive farm use in order to achieve a reasonably direct route or to meet unique geographical needs that cannot be satisfied on other lands;**

The existing power grid requires significant improvements and expansion to serve the increasing electrical load and a small section of the line crossing land zoned for exclusive farm use. Only by constructing the proposed transmission line on land zoned EFU will UEC be able to support the growing needs of the development in the area.

- (c) Lack of available urban and non-resource lands;**

There are no urban or non resource land in a portion of the proposed route; all available land in this portion of Morrow County is zoned EFU.

Umatilla Electric Cooperative
PDX-90 115 kV TRANSMISSION LINE
Project Narrative

(d) Availability of existing rights of way;

UEC will work with land owners to establish suitable right-of-way for the line.

(e) Public health and safety; and

Public health and safety is not a direct factor in this project's determination of necessity.

(f) Other requirements of state and federal agencies.

None.

- (2) Costs associated with any of the factors listed in Subsection (1) may be considered, but cost alone may not be the only consideration in determining that a utility facility is necessary for public service. Land costs shall not be included when considering alternative locations for substantially similar utility facilities and the siting of utility facilities that are not substantially similar.***

The primary factor in determining the specific location of the proposed transmission line was consensus from the group of affected landowners on the route of least impact to current use. Cost was not a key factor.

- (3) The owner of a utility facility approved under Subsection a shall be responsible for restoring, as nearly as possible, to its former condition any agricultural land and associated improvements that are damaged or otherwise disturbed by the siting, maintenance, repair or reconstruction of the facility. Nothing in this Subsection shall prevent the owner of the utility facility from requiring a bond or other security from a contractor or otherwise imposing on a contractor the responsibility for restoration.***

UEC acknowledges these requirements and affirms its responsibility for compliance. UEC contractors will be required to restore damages as near to their former condition as can reasonably be expected. UEC contractors are required to be insured and bonded for the full value of their respective contracts.

- (4) The county shall impose clear and objective conditions on an application for utility facility siting to mitigate and minimize the impacts of the proposed facility, if any, on surrounding lands devoted to farm use in order to prevent a significant change in accepted farm practices or a significant increase in the cost of farm practices on surrounding farmlands.***

Umatilla Electric Cooperative

PDX-90 115 kV TRANSMISSION LINE

Project Narrative

Along irrigated land, transmission structures can be placed without any obstruction of cultivated circles or irrigation facilities.

Utility structure placement is proposed along existing power line or roadway corridors to minimize the impact of construction and maintenance activities. Structure heights and placement will be optimized to minimize ground impact.

(5) Utility facilities necessary for public service may include on-site and off-site facilities for temporary workforce housing for workers constructing a utility facility. Such facilities must be removed or converted to an allowed use under the EFU Zone or other statute or rule when project construction is complete. Off-site facilities allowed under this Subsection are subject to Article 6. Temporary workforce housing facilities not included in the initial approval may be considered through a minor amendment request. A minor amendment request shall have no effect on the original approval.

This criterion does not apply. The proposed use will not include facilities for temporary workforce housing.

(6) In addition to the provisions of Subsection D.10.a(1) through (4), the establishment or extension of a sewer system as defined by OAR 660-011-0060(1)(f) shall be subject to the provisions of 660-011-0060.

This criterion does not apply. The proposed use will not include facilities for sewage disposal.

(7) The provisions of Subsection a do not apply to interstate natural gas pipelines and associated facilities authorized by and subject to regulation by the Federal Energy Regulatory Commission.

This criterion does not apply. The proposed use will not include natural gas pipelines or facilities associated with natural gas pipelines.

b. An associated transmission line is necessary for public service upon demonstration that the associated transmission line meets either the following requirements of Subsection (1) or Subsection (2) of this Subsection.

The proposed project is not affiliated with any energy facilities defined in ORS 469.300.

**Exhibit 1:
Parcel List**

Exhibit 1 Parcel List

MAP NUMBER	Tax Lot	Property Owned by:
04N R25E	2300, 2200, 3000	PORT OF MORROW
04N R25E	3400	STIFFLER, LLC
04N R25E	411	VADATA, INC

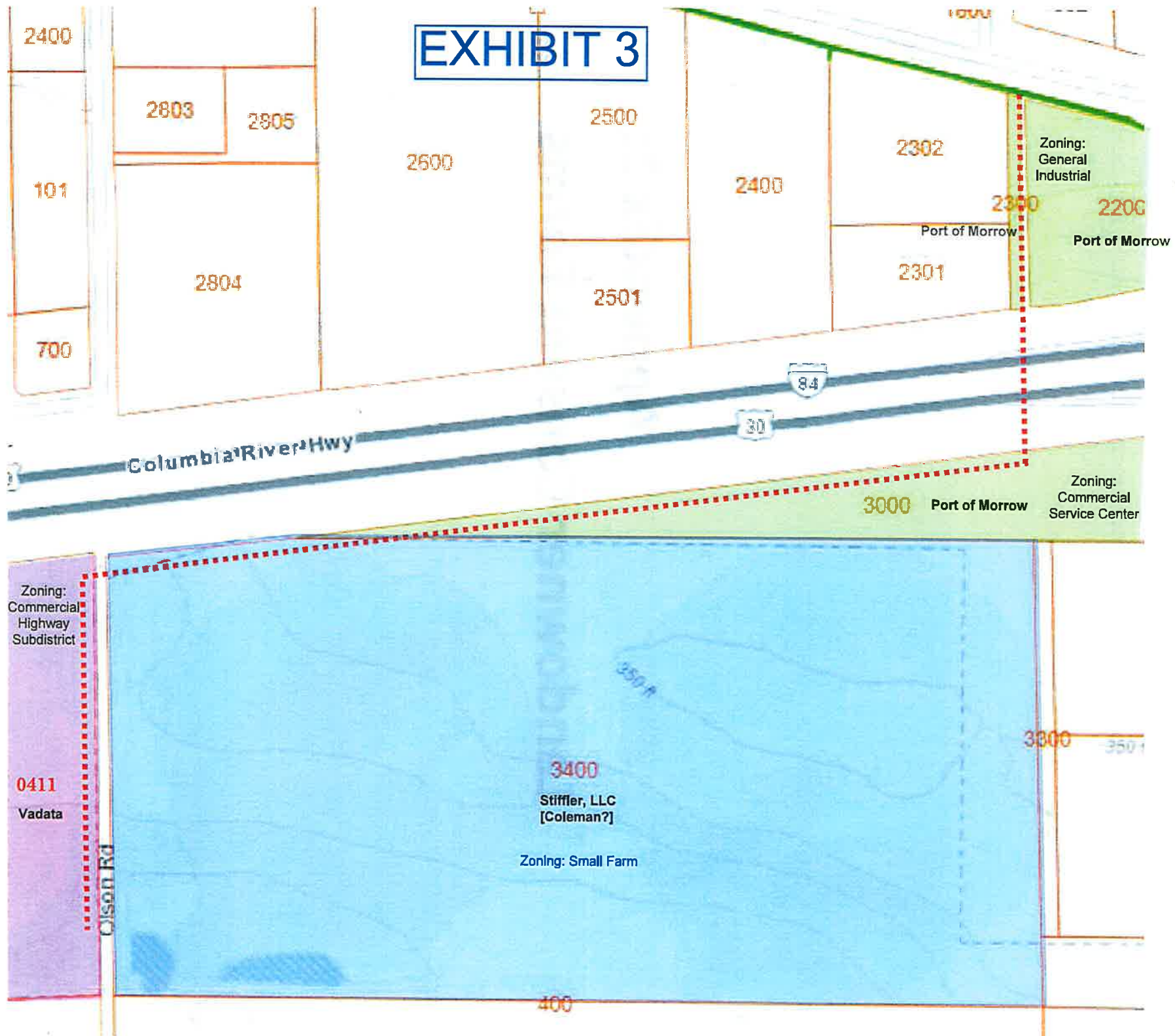


Parcel listed for
Land Use
Application

**Exhibit 2:
Vicinity Map**

**Exhibit 3:
Project Location**

EXHIBIT 3



Appendix 1: Landowner Consent Forms

Consent to Land Use Application

This document serves as notice that **Stiffler, LLC**, as owner of the real property commonly known as Tax ID: **T04N R25E Section 10, Tax Lot 3400**, and as more particularly described below, expressly gives permission for Umatilla Electric Cooperative to file a land use application with the County of Morrow for permits necessary for the construction of a proposed transmission line and related facilities that may pass upon its Property.

Property Description

Property Location:	Approximately .5 miles southwest of the intersection of Loral Ln and I-84 in Morrow County OR. (See attached)
Landowner(s) in Title:	Stiffler, LLC
Assessor's Tax Map Description:	04N25E10 Section 10 Tax Lot 3400
Landowner Mailing Address:	33896 E WALLS RD, Hermiston OR 97838
Landowner Telephone No:	[if known]

Stiffler, LLC

Owner

GRAVE F Coleman

Authorized Agent Name (printed)

Gay F Cole

Authorized Agent Signature

4-1-19

Date

Morrow County

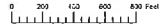
Authorization to File a Land Use Permit Application

Attachment

County Assessor's Map:

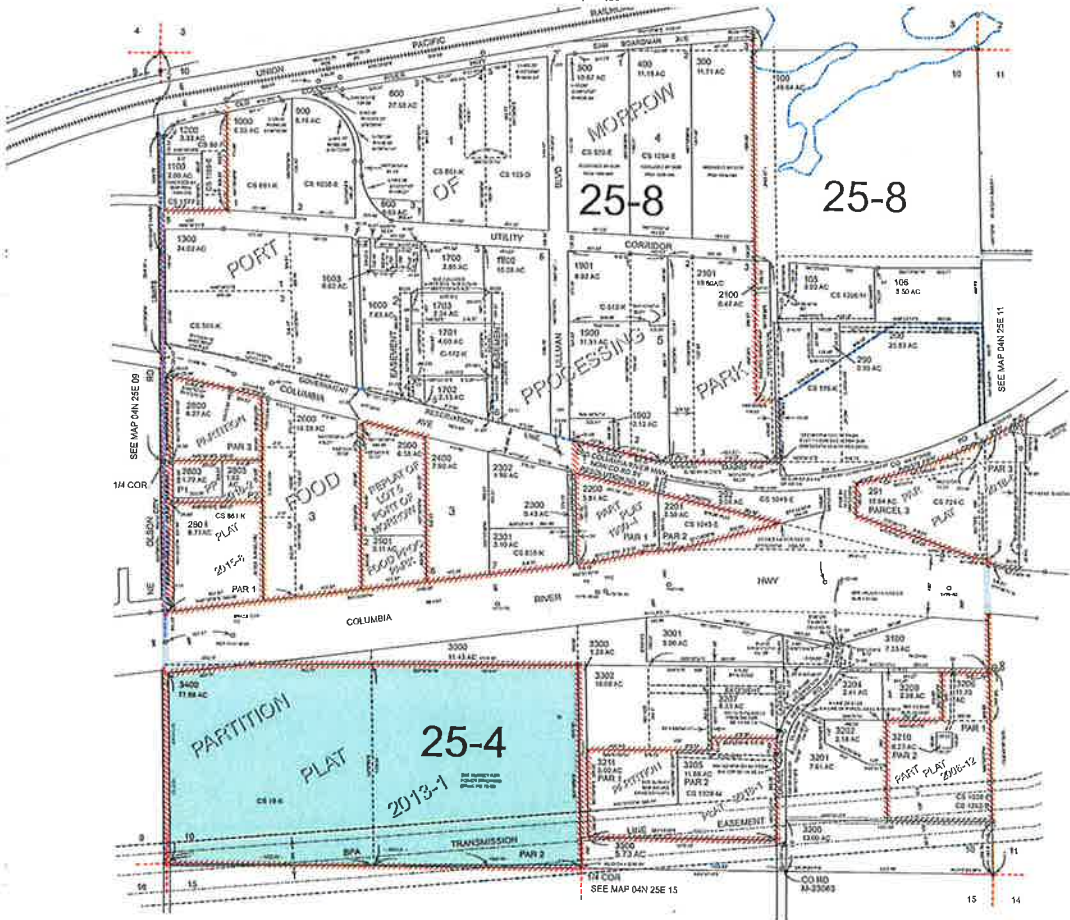
Township	Range	Section	Subsection	Tax Lot
4N	25E	10		3400

THIS MAP WAS PREPARED FOR
ASSESSMENT PURPOSE ONLY



SECTION 10 T.4N. R.25E. W.M.
MORROW COUNTY
1" = 400'

04N25E10



- Cancelled
- 601
- 700
- 701
- 801
- 1400
- 1500
- 1601
- 1602
- 1604
- 1605
- 1801
- 2000
- 2700
- 2701
- 2702
- 2601
- 2502
- 2900
- 2901
- 2902
- 3103
- 3208
- 3201
- 3501

United States Congress

FOR IMMEDIATE RELEASE

June 26, 2019

Contact: Martina McLennan/Ray Zaccaro (Merkley) – 202-224-3753

Lincoln Peek (Welch) – 202-440-3340

Christopher Berardi (Rooney) – 202-897-7700

Merkley, Welch, Rooney Introduce Bipartisan Bill to End Price Gouging on Prescription Drugs

Bicameral, bipartisan bill prohibits drug companies from charging Americans more than they do in other countries

WASHINGTON, D.C. – Oregon’s U.S. Sen. Jeff Merkley was joined by Congressmen Peter Welch (D-VT-AL) and Francis Rooney (R-FL-19) today in introducing bipartisan, bicameral legislation that would ensure Americans do not pay more for prescription drugs than people do in other developed countries—helping to address a top concern among Americans, who time and time again are facing the impossible choice between affording their prescriptions and paying their rent or putting food on the table.

“The only people in this country who think drug prices aren’t way too high are getting rich from drug company profits,” **Merkley said**. “Americans have been ripped off by pharmaceutical companies for too long. It’s time to stand up to the drug companies, and stand up for the Americans who right now are choosing between life-saving medicines and basic necessities. Our plan is simple: Drug companies sell to Americans at the same price they sell to other developed countries, or they pay up.”

“Americans are getting crushed by skyrocketing drug prices,” **Welch said**. “Pharmaceutical companies make vital lifesaving drugs, but their manipulation of the market to the benefit of shareholders is shameful and must be checked. Our bill will do just that. There is simply no reason why Americans should pay dramatically higher prices for drugs than citizens in other developed countries.”

“The cost of prescription drugs is spiraling out of control and Americans are paying more than citizens of other developed countries,” **Rooney said**. “This is a gross injustice to the American people and along with my colleagues I am proud to introduce the End Price Gouging for Medications Act to put a stop to this abuse. Capping American prices at those paid by other developed nations is a simple solution to avoid Americans’ overpaying for the drugs they need.”

Americans spend, on average, \$1,200 on prescription drugs every year—more than patients in any other country—largely because American consumers are charged disproportionately higher drug costs by pharmaceutical companies. Nearly a quarter of Americans who take prescription medications say they or a family member has not filled a prescription, has cut pills in half, or

has skipped doses simply because of the cost. Of the 6 in 10 Americans who report taking at least one prescription medicine, 80 percent say the cost of their prescription drugs is unreasonable.

The *End Price Gouging for Medications Act* would require the Secretary of Health and Human Services to ensure Americans do not pay more for prescription drugs than the median price per drug in 11 other countries—Japan, Germany, the United Kingdom, France, Italy, Canada, Australia, Spain, the Netherlands, Switzerland, and Sweden—that represent developed countries with similar economies. In each of these countries, pharmaceutical companies sell many of the same prescription drugs Americans take for a fraction of the cost charged here in America.

The legislation would require drug companies to offer prescription drugs at the established reference price to all individuals in the U.S. market, and impose civil penalties, for each year in which the violation occurs and for each drug. Penalties will equal five times the difference between the retail list price and the reference price, and will be transferred to the National Institutes of Health (NIH) for conducting drug research and development.

“American patients pay far more than people in other countries for prescription drugs, and it’s just plain wrong,” said **David Mitchell, a cancer patient and the founder of Patients For Affordable Drugs Now**. “This bipartisan bill would lower prices in the U.S., bringing them in line with other wealthy nations of the world. It would boost innovation by ensuring excess drug company revenues go to fund research at the National Institutes of Health to develop lifesaving new drugs instead of stock buybacks and outrageous executive compensation.”

“Americans are dying, and many others are living in fear and uncertainty, for one reason only: Pharma greed,” said **Alex Lawson, Executive Director of Social Security Works**. “The *End Price Gouging for Medications Act* would confront that greed head on by requiring pharmaceutical corporations to bring prices down to what is paid in countries similar to our own. Thank you to Sen. Merkley, Rep. Welch, and Rep. Rooney for their bold bipartisan legislation, which will help Americans afford their medications by lowering drug prices across the board.”

“Why should people living in the United States pay so much more for the medicine that we need to care for our families?” said **Peter Maybarduk, Director, Public Citizen’s Access to Medicines Program**. “Prescription drug corporations rip off consumers and our government has long helped them do it, giving corporations special monopoly powers to block competition and allowing these monopolists to charge any price they like. No more. Senator Merkley’s legislation makes corporations offer the American people a fair deal. Together we will end the era of medicine price gouging and help families get the medicine they need.”

“The core problem in prescription drug costs is the lack of a strong federal mechanism to control prices,” said **Eliot Fishman, Senior Director of Policy, Families USA**. “Senator Merkley’s bill is an important and courageous step in focusing on this problem and it reflects a reasonable goal: let’s bring our costs in line with those of other advanced countries. We are proud to

support this legislation. Lives are at stake, and the time to move forward on meaningful national prescription drug pricing reform is now.”

The *End Price Gouging for Medications Act* is endorsed by Patients For Affordable Drugs NOW, Social Security Works, Public Citizen, and Families USA.

The full text of the bill is available [here](#).

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