

# MORROW COUNTY BOARD OF COMMISSIONERS MEETING AGENDA

Wednesday, April 21, 2021 at 9:00 a.m.

Bartholomew Building Upper Conference Room

110 N. Court St., Heppner, Oregon

**See Zoom Meeting Information on Page 2**

1. **Call to Order and Pledge of Allegiance: 9:00 a.m.**
2. **City/Citizen Comments:** Individuals may address the Board on issues not on the agenda
3. **Open Agenda:** The Board may introduce subjects not already on the agenda
4. **Consent Calendar**
  - a. Approve Accounts Payable & Payroll Payables
  - b. Minutes: March 10<sup>th</sup>, March 17<sup>th</sup>, March 24<sup>th</sup>
  - c. Nineteenth Amendment to Oregon Health Authority Intergovernmental Agreement #159824 for the Financing of Public Health Services
  - d. Eastern Oregon Coordinated Care Organization Community Benefit Initiative Reinvestment Program Agreement
  - e. Resolution No. R-2021-11: Applying for a County Assessment Function Funding Assistance (CAFFA) Grant
5. **Public Hearing:** Supplemental Budget Resolution No. R-2021-8, Special Transportation Fund, STF Vehicle Reserve Fund and 5310 FTA Grant Fund (Kate Knop, Finance Director)
6. **Business Items**
  - a. Meeting with Blue Mountain Community College Representatives (Connie Green, Interim President; Chris Hill, Board of Education; John Fields, Vice President of Instruction & Student Services; Anne Morter, Director, Boardman Workforce Training Center)
  - b. Award Bid – Asphalt Suppliers (Eric Imes, Assistant Road Master)
  - c. Review Updated Hourly Fee Schedule from Anderson Perry & Associates, Inc. (Matt Scrivner, Public Works Director)
  - d. Second Reading & Adoption, Ordinance No. ORD-2021-2 Adopt New Goal 10 Housing Chapter of Comprehensive Plan (Tamra Mabbott, Planning Director)
  - e. Second Reading & Adoption, Ordinance No. ORD-2021-3 Adopt New Rural Residential 10-Acre Zone (Tamra Mabbott)
  - f. Appoint Commissioner Representative to the Lower Umatilla Basin Groundwater Management Area Subcommittee (Tamra Mabbott)
  - g. Public Transportation Division Agreement #34843 (Katie Imes, The Loop)
  - h. 2021 Employee Handbook & Policies (Lindsay Grogan, Human Resources Manager)
  - i. Working Out-of-Class Request, Sheriff's Office (Lindsay Grogan)
  - j. Resolution No. R-2021-10: PERS Retirement Plan Amendment (Lindsay Grogan)
  - k. Resolution No. R-2021-9: Amendment to the Morrow County Retirement Trust, Defined Benefit Plan Closure (Kate Knop)
  - l. 2021 OHA IGA #166052 for the Financing of Community Mental Health, Addiction Treatment, Recovery & Prevention, and Problem Gambling Services; and Amendment #1 (Kate Knop)
  - m. Designate Alternates to Columbia River Enterprise Zone III Board

- n. Morrow County Emergency Operations Center Update
- o. Building Projects Update
  - i. Add Alternates List
- 7. Legislative Updates**
- 8. Department Reports**
  - a. Juvenile Department Quarterly Report (Christy Kenny)
  - b. The Loop Quarterly Report (Katie Imes)
  - c. Emergency Management Quarterly Report (Undersheriff John Bowles)
- 9. Correspondence**
- 10. Commissioner Reports**
- 11. Executive Session:** Pursuant to ORS 192.660(2)(d) – To conduct deliberations with persons designated by the governing body to carry on labor negotiations
- 12. Sign documents**
- 13. Adjournment**

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

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

Pursuant to ORS 192.640, this agenda includes a list of the principal subjects anticipated to be considered at the meeting; however, the Board may consider additional subjects as well. This meeting is open to the public and interested citizens are invited to attend. Executive sessions are 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.

### **Zoom Meeting Information**

Morrow County Board of Commissioners is inviting you to a scheduled Zoom meeting. Join Zoom Meeting

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

**PASSWORD: 97836**

Meeting ID: 541-676-2546

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

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

**Morrow County Board of Commissioners Meeting Minutes**  
**March 10, 2021**  
**Bartholomew Building Upper Conference Room**  
**Heppner, Oregon**

**Present In-Person**

Chair Don Russell, Commissioner Jim Doherty, Commissioner Melissa Lindsay, Darrell J. Green, Kate Knop, Roberta Lutcher, Tamra Mabbott, Richard Tovey

**Present Via Zoom**

Staff: SaBrina Bailey Cave, Lindsay Grogan, Deanne Irving, Matt Kenny, Jaylene Papineau, Matt Scrivner, Heidi Turrell, Gregg Zody; Non-Staff: Cameron Anderson, Sheryll Bates, Torrie Griggs, Erika Lasater, Lisa Mittelsdorf, Ryan Neal, Karen Pettigrew, Sandy Toms, David Sykes

**Call to Order, Pledge of Allegiance and Roll Call:** 9:01 a.m.

**City & Citizen Comments:** None

**Open Agenda:** No items

**Consent Calendar**

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

1. *Accounts Payable and Payroll Payables*
2. *Minutes: December 30, 2020, January 6, 8 & 13, 2021*
3. *Quitclaim Deed from the City of Heppner and Morrow Soil & Water Conservation District for property associated with the Sheriff's Station 2 Building; and authorize Chair Russell to sign on behalf of the County*

*Commissioner Doherty seconded. Unanimous approval.*

**Legislative Updates**

Planning Director Tamra Mabbott, updated the Board on two proposed Senate Bills and two proposed House Bills:

- SB 2488: Establishes new Statewide Planning Goal 20 to address climate justice. She plans to monitor its progress and recommended supporting an exemption or a phasing-in for rural counties and cities.
- SB 359: Allows the permitting of a farm dwelling on a Century Farm. She recommended supporting the Bill to allow flexibility at the local level.
- HB 3246: Would allow partition of a parcel for existing dwelling in Exclusive Farm Use (EFU) Zone. She recommended supporting the Bill because it allows local flexibility.
- HB 2656: Allows local government or Department of Consumer and Business Services to contract with a person to administer and enforce building inspection program and act as building official. She said this would be an option for Morrow County to provide building inspection services and recommended supporting it.

**Business Items**

Morrow County Audit & Financials

Cameron Anderson, Barnett & Moro

Kate Knop, Finance Director

Mr. Anderson provided a general overview of the audit completed last month, which he said went well. He said they had an "unmodified opinion" of the financial statements, which was

“what we hope for in the audit.” He explained two major programs were selected to “single audit.” They were the Coronavirus Relief Fund (CRF), because it was new this year, and the Schools and Roads Fund. There were no federal findings in regards to either fund, he said.

Mr. Anderson said there were budget over-expenditures noted in the audit report that now require a letter from the Board to the State.

In discussing the over-expenditures, Ms. Knop said funds become out of compliance with Oregon Budget Law when they exceed appropriations. She said this continues to be an ongoing challenge and she did contact elected officials and department directors to go over their numbers to see what they would look like as of June 30<sup>th</sup> but, unfortunately, there were more over-expenditures in the last year than she’s ever seen during her time with the County. Some were COVID pandemic related and some were just missed, she said. There will be a final budget resolution at the end of the year to mitigate the over-expenditures, explained Ms. Knop. The funds with over-expenditures were noted on page 39 of the report.

Mr. Anderson said his team did visit the County but primarily performed the audit remotely. He thanked Ms. Knop and her staff for the added workload this put on them to scan documents.

#### Oregon Department of Transportation Fund Exchange Agreement

Matt Scrivner, Public Works Director

Mr. Scrivner explained the changes in the Fund Exchange Agreement process with ODOT and why he was requesting the Public Works Director be designated as the legal representative, instead of the Board of Commissioners. According to the agreement “...ODOT will annually make state funds available for which Recipient may exchange Recipient’s annual allocation of federal Surface Transportation Block Grant (STBG) funds...ODOT will annually determine the amount of STBG Funds...available to the Recipient and announce the STBG Funds amount via ODOT’s website in January of each year.” Brief discussion.

*Commissioner Doherty moved to approve Master Grant Agreement #34773 with the Oregon Department of Transportation, Fund Exchange Agreement, and authorize the Public Works Director as the legally designated representative, with a review of the new process to take place at the end of this year. Agreement effective when signed by all parties; availability of grant funds shall be from October 1, 2021 to September 30, 2024; Exchange Rates to be: a.) \$0.94 in Grant funds for \$1.00 of STBG Funds until December 31, 2021; b.) \$0.90 in Grant funds for \$1.00 of STBG funds January 1, 2022 and after. Commissioner Lindsay seconded. Discussion: Commissioner Doherty said he wanted to better understand why some entities do this one way and some another, so he wanted the Administrator and County Counsel to get together to help understand this. Unanimous approval.*

#### Request to Dispose of Equipment

Matt Scrivner, Public Works Director

*Commissioner Lindsay moved to approve the disposal of the following equipment by Public Works through GovDeals.com:*

1. 1989 International (#263), Vehicle Identification Number 1HTZPG3T3KH657321, with sander and plow (#550 and #545)
2. 1989 International (#264), VIN 1HTZPG3T1KH657320, with sander and plow (#3763 and #543)

*Commissioner Doherty seconded. Unanimous approval.*

#### New Position Requests – Compliance Planner and Emergency Manager

Lindsay Grogan, Human Resources Manager

##### Emergency Manager

Ms. Grogan said she and Administrator Darrell Green reevaluated the Emergency Manager job description to change the qualifications and lower the pay range, as discussed at the February 10<sup>th</sup> BOC meeting.

Mr. Green said the original job description placed it at pay range 18 but after the review, it landed at pay range 16, according to the JobMeas™ evaluation.

The Commissioners discussed whether the position was truly part-time or full-time and how other tasks could be assigned to ensure full-time duties. They also continued to discuss the line of reporting authority for this position, and funding, in particular grants or General Fund.

*Commissioner Doherty moved to move forward with the Emergency Manager position at pay range 16 on JobMeas™. Commissioner Lindsay seconded. Unanimous approval.*

Discussion continued on the above topics. The Board agreed by consensus to place the position outside the Sheriff's Office and under the County Administrator, but to bring it back next week to determine the budget information.

##### Compliance Planner

The Board discussed different scenarios for partially funding this position using the Building Permit Fund. Planning Director Tamra Mabbott, proposed using those funds for a portion of her salary, instead of the Compliance Planner.

*Commissioner Doherty moved to accept the Compliance Planner position at JobMeas™ 12 and direct staff to develop the best possible approach relative to the discussion. Commissioner Lindsay seconded. Chair Russell said staff will look into how to fund additional money into Planning out of the Building Permit Fund. Unanimous approval.*

#### Discussion – Enterprise Zone Manager for Columbia River Enterprise Zone III & County Representation

Chair Russell said while the CREZ III intergovernmental agreement was signed between the County and the Port of Morrow, there currently was not an Enterprise Zone Manager. In addition, the County needed to decide the three representatives to the CREZ III Board, he said. It was anticipated by the Port that a business might request to sign a new Enterprise Zone (EZ) agreement in the next four-to-six weeks, which means an organizational meeting was needed fairly quickly, he said.

Chair Russell said Greg Sweek was interested in being EZ Manager once again, assuming the new agreement would be the same he had as CREZ II EZ Manager.

Commissioner Lindsay said she had no problem with Mr. Sweek but she believed the IGA stated the CREZ III Board would choose and contract an EZ Manager, so perhaps a temporary contract with Mr. Sweek was needed to get to that point.

Commissioner Doherty said the County could take the position it was comfortable with Mr. Sweek and carry that message forward at the EZ Meeting, or we'd be getting the cart before the horse.

*Chair Russell moved to initially appoint the three Commissioners as representatives for the CREZ III Board. Commissioner Doherty seconded. Unanimous approval.*

**Break:** 10-28-10:35 a.m.

#### Discussion – March 30<sup>th</sup> Tour of Naval Weapons Systems Training Facility Boardman

Chair Russell asked if the other Commissioners were interested in the tour being offered by the Commander at Whidbey Island. All three Commissioners expressed interest and a few discussion topics were mentioned.

#### Emergency Operations Center Update

- Mr. Green said the EOC Team discussed organizing point-of-distribution (POD) events at food processing facilities in north County. He also talked about meetings taking place with representatives from the Oregon Health Authority and the Federal Emergency Management Agency to put together a POD pilot program in Morrow County to vaccinate large groups of people.
- Commissioner Lindsay reported that Morrow County, Columbia River Health and Murray's Drug were all receiving vaccine doses now.

#### Building Projects Updates

- Mr. Green said the foundation was poured for the Irrigon building. Electric car charging stations will be at the site and grant funding was being pursued to help pay for them.
- Commissioner Lindsay said the transfer of land for the Sheriff's Station 2 Building can be recorded after County Counsel review. Undersheriff John Bowles met with contractor David Allstott to determine the placement of the building on the site. A ground breaking ceremony will be planned soon.

#### **Department Reports**

- Community Development Department Director Gregg Zody reviewed his report.
- Planning Department Director Tamra Mabbott reviewed her report.
- Treasurer Jaylene Papineau reviewed her report.

#### **Correspondence**

- March 2021 Morrow County 4-H Newsletter
- March 25<sup>th</sup> article from Agri-Times Northwest – "Wind Turbine Grave Yard"

### **Commissioner Reports**

- The Commissioners opted to postpone their reports due to time.

Chair Russell said the Board would meet in Executive Session but no decisions were anticipated. The 11:00 a.m. Work Session would start following the Executive Session, he said.

**11:09 a.m. Executive Session:** Pursuant to ORS 192-660(2)(h) – To consult with counsel concerning the legal rights and duties of a public body with regard to current litigation or litigation likely to be filed

**11:29 a.m. Closed Executive Session**

**Signing of documents**

**Adjourned:** 11:40 a.m.

**Morrow County Board of Commissioners Meeting Minutes**  
**March 17, 2021**  
**Bartholomew Building Upper Conference Room**  
**Heppner, Oregon**

**Present In-Person**

Chair Don Russell, Commissioner Jim Doherty, Commissioner Melissa Lindsay, Darrell J. Green, John A. Bowles, Lindsay Grogan, Kate Knop, Roberta Lutcher, Richard Tovey

**Present Via Zoom**

Staff: Ronda Fox, Mike Gorman, Tamra Mabbott, Linda Skendzel, Gregg Zody; Non-Staff: Sheryll Bates, Torrie Griggs, Erika Lasater, Karen Pettigrew, David Sykes, Delbert Turner

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

**City & Citizen Comments:** No comments

**Open Agenda:** No items

**Consent Calendar**

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

1. *Accounts Payable and Payroll Payables*
2. *Minutes: January 20<sup>th</sup>*

*Commissioner Doherty seconded. Unanimous approval.*

**9:05 a.m. Public Hearing:** Resolution No. R-2021-6 Budget Transfer Resolution for Credit Bond Funds

Kate Knop, Finance Director

Ms. Knop explained the Budget Resolution will authorize an increase in the Capital Improvement Fund for the credit bond dollars received for the new Irrigon building in the amount of \$6,900,000. She said it will be split between two budget years.

Chair Russell explained how to offer testimony and called for abstentions, conflicts of interest or ex parte contact. Hearing none, he asked Ms. Knop to proceed with her Staff Report.

Ms. Knop said the credit bond dollars were unforeseen and exceeded the Capital Improvement Fund balance by more than 10%, thus requiring a Budget Resolution, according to Oregon Budget Law.

Chair Russell called for proponents to speak, no response. He called for opponents to speak, no response. He closed the Public Hearing at 9:12 a.m. to deliberate to a decision.

*Commissioner Lindsay moved to approve Resolution No. R-2021-6: In the Matter of Increasing Appropriations for Fiscal Year Beginning July 1, 2020. Commissioner Doherty seconded. Unanimous approval.*

**Legislative Updates**

District Attorney Justin Nelson submitted a Legislative Update form on several Senate Bills – SB 214, SB 217, SB 216, SB 218 and SB 215(4), along with his recommendations on each Bill.



## **Business Items**

### 2021 Employee Handbook & Policies

Lindsay Grogan, Human Resources Manager

Ms. Grogan explained the County's Personnel Policies hadn't seen a significant revision since 1997. She said she updated some items in the current policy and incorporated a template from CIS Risk Management, the County's insurance provider. CIS also recommended an organization's policies be reviewed annually for updates in the law and consistency with its own practices, she said. Ms. Grogan reviewed some of the changes and responded to questions. The Commissioners requested additional time to review the document and set it forward to a future agenda.

### New Position Request, Emergency Manager, Budget Options

Lindsay Grogan, HR Manager

Kate Knop, Finance Director

Ms. Grogan recapped the status of the Emergency Manager position from last week's meeting -- the position was approved but Finance and HR were to report back with budget options.

Ms. Knop presented three options for the Board to consider. The Board preferred Option 1 from the Agenda Item Cover Sheet as the option to go to the Budget Committee: "FTE 1.0 in #101-117 Emergency Management, grant - \$63,600 and general dollar funding (gap)."

### Compliance Planner Position

Kate Knop, Finance Director

Tamra Mabbott, Planning Department Director

Ms. Knop said she and Ms. Mabbott met following last week's meeting and propose a \$50,000 transfer from the Building Permit Fund to the General Fund to supplement personnel.

Ms. Mabbott recommended the transfer be divided between salary in the Planning Office and perhaps other line items, such as equipment use or rental space.

### Select County Representatives for Columbia River Enterprise Zone III Board

Chair Russell said the Port of Morrow was in favor of contracting with CREZ II Enterprise Zone Manager, Greg Sweek, to be the CREZ III Enterprise Zone Manager. He said Ryan Neal, POM Executive Director, anticipated a request for an EZ exemption within the next 30 days, so the CREZ III Board representation needed to be determined.

Commissioner Lindsay said she thought a formation meeting would be held first, followed by formalizing the representation at a BOC Meeting.

Chair Russell summarized, the three Commissioners will attend the initial formation meeting and decide representation at a later date, including alternates.

### Proposed Morrow County Values

Darrell Green, Administrator

Mr. Green explained the Leadership Team within the County proposed the following values be adopted for Morrow County Government: Communication, Teamwork and Professionalism. He read the associated narrative for each value. Discussion.

*Commissioner Doherty moved to adopt Communication, Teamwork and Professionalism as Morrow County Values. Commissioner Lindsay seconded. Discussion: Commissioner Lindsay said to further promote these values, the Board could use these as part of a vision statement. She also proposed an off-site work session or retreat as the County continues to open. Unanimous approval.*

#### Emergency Operations Center Update

- Mr. Green relayed information that Undersheriff Bowles wanted noted (he had to attend another meeting): One year and one month ago, an incident management team (IMT) was stood up. Mr. Green then read the roles and responsibilities of each member of the IMT.
- Mr. Green talked about meetings with the Oregon Health Authority and the Federal Emergency Management Agency to plan a mass vaccination event in the County.

#### Building Project Updates

- Grant options were being pursued to pay for the electric charging station at the new Irrigon building.
- Sheriff Station 2 Building – the deed transfer for the property occurred. The notice to proceed went to Allstott Construction. The hope is to complete the building well before this year's Fair. Ground breaking dates were discussed.

**Correspondence** – None

#### **Commissioner Reports**

Reports of activity were provided by the Commissioners.

#### **Signing of documents**

**Adjourned:** 10:53 a.m.

**Morrow County Board of Commissioner Meeting Minutes**  
**March 24, 2021**  
**Bartholomew Building Upper Conference Room**  
**Heppner, Oregon**

**Present In-Person**

Chair Don Russell, Commissioner Jim Doherty, Commissioner Melissa Lindsay, Darrell J. Green, Roberta Lucher, Tamra Mabbott, Justin Nelson

**Present Via Zoom**

Staff: Bobbi Childers, Mike Gorman, Lindsay Grogan, Katie Imes, Robin Jones, Kate Knop, Jaylene Papineau, Sandi Pointer, Matt Scrivner, Linda Skendzel; Non-Staff: Sheryll Bates, Rusty Estes, Lisa Mittelsdorf, Glenn McIntire, John Murray, Karen Pettigrew, David Sykes

**Call to Order, Pledge of Allegiance and Roll Call:** 9:01 a.m.

**City and Citizen Comments:** None

**Open Agenda:** No items

**Consent Calendar**

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

1. *Accounts Payable and Payroll Payables*
2. *Minutes: January 27<sup>th</sup>*
3. *Eighteenth Amendment to Oregon Health Authority Intergovernmental Agreement #159824 for the Financing of Public Health Services, and authorize Chair Russell to sign on behalf of the County*
4. *Amended Ordinance No. ORD-2021-1: An Ordinance Amending Morrow County Zoning Ordinance, Article 9, Administrative Provisions*
5. *Request to Extend COVID Paid Leave for employees through April 2021*
6. *Oregon Department of Agriculture, Wolf Compensation & Financial Assistance 2021 Grant Agreement #ODA-4264-GR; \$14,260; and authorize Commissioner Doherty to sign on behalf of the County*
7. *Resolution No. R-2021-7: In the Matter of Morrow County Ratifying the Appointment of Greg Sweek as Columbia River Enterprise Zone III Manager*

*Commissioner Lindsay seconded. Unanimous approval.*

**9:04 a.m. Two Land Use Legislative Public Hearings:** Adopt New Goal 10 Housing Chapter of the Comprehensive Plan; Adopt a New Rural Residential 10-Acre Zone

Adopt New Goal 10 Housing Chapter – AC-135-21 Comprehensive Plan Amendment

Chair Russell called for abstentions and objections to jurisdiction. Hearing none, he called for the Staff Report from Tamra Mabbott, Planning Director.

Ms. Mabbott reviewed the Staff Report and proposed several changes to the Planning Commission Findings. She also proposed additional changes to the Findings based on a letter received yesterday afternoon from 1000 Friends of Oregon. Ms. Mabbott responded to questions from the Commissioners.

Chair Russell heard no response to his calls for either opponents to speak or comments from public agencies. He then closed the Hearing at 9:25 a.m. The Board sought clarification on the correct language needed for the motion.

*Commissioner Lindsay moved to adopt the new Goal 10 Housing Chapter of the Comprehensive Plan with amendments to page 7 of 66 to change the date from March 23<sup>rd</sup> to March 24<sup>th</sup>; and also on page 7 of 66 - remove a redundant sentence in the Findings section (“The application complies with this standard”); and amend page 16 of 66, Section 20, Subsection C to read as follows: “Prepare development code provisions for a 10-acre residential zone that could be applied in the future, as allowed in Oregon’s Statewide Planning Goals, Oregon Revised Statutes and Oregon Administrative Rules.” Commissioner Doherty seconded. Unanimous approval.*

Adopt a New Rural Residential 10-Acre Zone – AZ-134-20 Zoning Ordinance Amendment

Chair Russell opened the Public Hearing at 9:30 a.m. He called for abstentions and objections to jurisdiction.

Commissioner Doherty said he might have a bias but was good to participate.

Commissioner Lindsay said she might own a resource ground. She said she listened to the Planning Commission meetings on this but it wouldn’t impact her ability to vote.

Chair Russell said he owned a Small Farm 40 but at this point in time, he had no plans to change that ground. He then called for the Staff Report.

Ms. Mabbott provided her report and explained that the new zoning ordinance this would create wouldn’t apply until someone actually wanted to rezone to a Rural Residential 10-Acre Zone (RR-10). At that point, it would be a standalone decision.

Chair Russell reiterated this doesn’t create any 10-acre zones, it creates the opportunity for someone to apply for a 10-acre zone. There would also be a process through the Planning Commission that would eventually come to the Board of Commissioners, he added. He then called for proponents to speak, no comment. He called for opponents to speak, no comment.

John Murray, Morrow County Health District Board Member, spoke in favor of the zone. He said it has been a challenge for MCHD employees to find housing in the County. Mr. Murray said if this opened up more opportunities for people to find housing, he firmly supported it.

Chair Russell called for any rebuttal to the comment offered. Hearing none, he closed the Public Hearing at 9:43 a.m. to deliberate.

During the deliberation, Commissioner Doherty expressed concern that there was no maximum placed on the number of parcels. It could be 100 10-acre parcels or 10 100-acre parcels he said. He brought up several items for discussion, including what happens if owners don’t build a house in a reasonable period of time; the lesser tax rate for land outside city limits; the distance some parcels might be from services, like fire service; and compatibility to adjacent land.

Ms. Mabbott agreed there was no maximum on the number of parcels. She said RR-10 zones don't qualify for farm deferral so that would be an incentive to build. Sprawl was a legitimate concern, but the County could keep a close eye on this. If there was a proliferation of RR-10 hobby farms, she said the County might reconsider the opportunity to have an RR-10 zone. Regarding compatibility to adjacent land, she said the "not to sue covenant" has been used for many years. Commissioner Lindsay further explained the Right to Farm and not to sue is a recorded document against the deed the buyer has to accept.

Commissioner Doherty also asked about the carrying capacity for cows on 10 acres and the answer was two cows per acre, or a total of 10.

*Commissioner Lindsay moved to approve AZ-134-20 and to approve the Findings to amend Article 3 and adopt a new Rural Residential 10-Acre Zone of the Morrow County Zoning Ordinance. Commissioner Doherty seconded. Unanimous approval.*

**Break:** 10:21-10:33 a.m.

### **Legislative Updates**

Ms. Mabbott said the written comment for Senate Bill 391 was submitted and the Bill was moving its way through the process.

### **Business Items**

#### Review Quotes to Provide Weather Data for Commercial Pilots at the Lexington Airport

Sandi Pointer, Public Works

Ms. Pointer explained the requested weather data system would be an interchange unit that reads information from the County's Automated Weather Observing System (AWOS) and makes it available on electronic devices, such as cell phones and tablets. She said she invited Mr. Murray because at a recent BOC meeting, he requested better weather information for Life Flight pilots.

Mr. Murray relayed his discussion with an emergency room doctor who brought up the need to upgrade weather information for pilots flying into Morrow County.

Chair Russell said the additional system would not provide better or faster weather information, just make the AWOS information available on electronic devices, and he would like to hear input from pilots as to its necessity. Discussion.

*Commissioner Lindsay moved to accept the service with Remote Systems Integration with All Weather Inc., for the National Data Interchange Network hardware and provide service for web-based broadcasting; to be reviewed in one year to see if it's actually providing the expected service. Commissioner Doherty said Chair Russell could second the motion but he was comfortable looking at this again in two weeks. Chair Russell said he could obtain information from pilots by the next meeting. Discussion. Motion died for lack of a second.*

#### Road Committee Appointment Requests

Sandi Pointer, Public Works

Ms. Pointer said there were three vacancies and two current appointees requested to be reappointed. There were two applicants for the third vacancy, she stated.

*Commissioner Lindsay moved to reappoint Bob Gates to the Road Committee, representing Ione, term to be March 24, 2021 through March 24, 2024. Commissioner Doherty seconded. Unanimous approval.*

*Commissioner Lindsay moved to reappoint Brian Thompson to the Road Committee, representing Lexington; term to be March 24, 2021 through March 24, 2024. Commissioner Doherty seconded.*

*Commissioner Doherty moved to appoint Gerry Arnson to the Road Committee, representing Heppner – Alternate, term to be March 24, 2021 through March 24, 2024. Commissioner Lindsay seconded. Unanimous approval.*

#### Airport Advisory Committee Appointment Request

Sandi Pointer, Public Works

Ms. Pointer said an application was received for one of the alternate position vacancies on the Airport Advisory Committee. The Commissioners noted the applicant was not a resident of Morrow County and expressed their preference to appoint County residents. No action was taken.

#### Intergovernmental Agreement for Sheriff's Services with the City of Heppner

Darrell Green, Administrator

Mr. Green said this was basically the same as last year's contract. Brief discussion.

*Commissioner Doherty moved to approve the Intergovernmental Agreement for Sheriff's Services with the City of Heppner; effective July 1, 2021 to June 30, 2022; not-to-exceed amount \$183,150.28; 2021-2022 budget year to include the purchase of a patrol vehicle by the City of Heppner, to be turned over to the City at the end of the County's rotation schedule. Commissioner Lindsay seconded. Unanimous approval.*

#### 2021 Employee Handbook & Policies

Lindsay Grogan, Human Resources Manager

As the Board continued its review of the Handbook, additional revisions were requested. The item was continued to an April agenda.

#### Emergency Operations Center Update

- The Oregon Health Authority will be assisting at a vaccine event at the SAGE Center in Boardman this afternoon. The event will focus on agricultural workers.
- The County was allowed to start vaccinating the 45 and older group with underlying conditions.

#### Review Quotes to Provide Weather Data for Commercial Pilots at the Lexington Airport, continued

Sandi Pointer, Public Works

Ms. Pointer said she contacted pilot Wayne Seitz who was now available to provide input. Mr. Seitz said having the weather information readily available on electronic devices was beneficial, in his experience, and he definitely found value in it.

*Commissioner Lindsay moved to accept the service with Remote Systems Integration with All Weather Inc., for the National Data Interchange Network hardware and provide service for web-based broadcasting; to be reviewed in one year to see if it's actually providing the expected service. Chair Russell seconded. Discussion: Chair Russell thanked Mr. Seitz for his feedback and said he liked to hear from someone who has flown. Commissioner Doherty said he preferred to err on the side of too much information rather than not enough. Unanimous approval.*

#### Building Project Updates

- Irrigon building – metal structure to arrive Monday and it will take six-to-eight weeks to erect the parts of the building. Sewer lines were being installed along the foundation.
- Sheriff Station 2 Building – ground breaking ceremony to take place April 7<sup>th</sup>.

#### **Department Reports**

- The Road Department Monthly Report was provided by Matt Scrivner, Public Works Director

#### **Correspondence – None**

#### **Miscellaneous – Letter for the City of Ione**

Ms. Mabbott presented a letter for the Board to sign in support of the City of Ione's grant application to Travel Oregon for a trail there. Brief discussion.

*Commissioner Doherty moved to approve signing the support letter. Commissioner Lindsay seconded. Unanimous approval.*

#### **Commissioner Reports**

- Commissioner Doherty said he meant to add this as an agenda item and offered the following comments: Relative to the Columbia Development Authority (CDA) Board and updates, the director, staff and attorneys were meeting with folks in D.C., redrafting the Programmatic Agreement (PA) Amendment. It was disconcerting the County signed on to support what was in the PA and now CDA's two counsels were redrafting something the County is bound to. He said he didn't want to go down that path. He said he read the minutes from the CDA going back to its inception when it was known as the Local Reuse Authority. The County is always behind the curve in these discussions, even relative to our partners. He said he needed to see the draft the CDA was working with and Ms. Mabbott reached out for it but they said they were uncomfortable releasing it. Commissioner Doherty said he couldn't operate that way, as the County's CDA representative. He said he didn't necessarily need to be on these calls but in light of our Community Development Director vacancy, he'd formally ask that when calls happen, to get the County ahead of the curve a bit. Maybe the County's Planning Director, who has more institutional knowledge of the CDA and was involved since 2000, could be on these

calls. He offered to reach out to Greg Smith or Debbie Pedro to ask them to invite the Planning Director in the drafts or working documents pertinent to the future of Morrow County and that they be accessible to the Planning Director. He concluded by saying he didn't know why the County would be in the shadow of what was going on. Ms. Mabbott said she would be happy to do that, if that was the Board's desire.

**Executive Session:** Cancelled

**Signing of documents**

**Adjourned:** 12:20 p.m.

DRAFT





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

(For BOC Use)
Item #

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

Presenter at BOC:
Department: Morrow County Health Department
Short Title of Agenda Item:

Phone Number (Ext): 5211
Requested Agenda Date: 04/21/2021

(No acronyms please) Intergovernmental Agreement (IGA) #159824 Amendment 19 FY21

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: 635 Capital St. NE, Room 350, Salem, OR 97301
Effective Dates - From: Issue Date March 1, 2021 Through: June, 30, 2021
Total Contract Amount: \$1,757,944.54 Budget Line: Several
Does the contract amount exceed \$5,000? Yes No

Reviewed By:

Department Director Required for all BOC meetings
DATE
Administrator Required for all BOC meetings
DATE
County Counsel \*Required for all legal documents
DATE
Finance Office \*Required for all contracts; other items as appropriate.
DATE
Human Resources \*If appropriate
DATE
\*Allow 1 week for review (submit to all simultaneously). When each office has notified the submitting department of approval, then submit the request to the BOC for placement on the agenda.

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

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

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

Amendment 18 includes the language for:

PE01-09 COVID-19 Active Monitoring ELC - \$466,916.00 ED Contact tracing funds available 01/15/2021 - 06/30/2023.

PE01-10 OIP - CARES \$124,198.00 State Support for Public Health COVID-19 Vaccine Planning and Distribution. These funds are for period of 07/01/2020 - 06/30/2024.

**2. FISCAL IMPACT:**

This is an increase of \$591,114.00 to our total overall award balance

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

Move to approve the Nineteenth Amendment to Oregon Health Authority Intergovernmental Agreement #159824 and authorize Chair Russell to sign on behalf of the County.

Attach additional background documentation as needed.

Agreement #159824



**NINETEENTH AMENDMENT TO OREGON HEALTH AUTHORITY  
2019-2021 INTERGOVERNMENTAL AGREEMENT FOR THE  
FINANCING OF PUBLIC HEALTH SERVICES**

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

This Nineteenth Amendment to Oregon Health Authority 2019-2021 Intergovernmental Agreement for the Financing of Public Health Services, effective July 1, 2019, (as amended the "Agreement"), is between the State of Oregon acting by and through its Oregon Health Authority ("OHA") and Morrow County, ("LPHA"), the entity designated, pursuant to ORS 431.003, as the Local Public Health Authority for Morrow County.

**RECITALS**

WHEREAS, OHA and LPHA wish to modify the set of Program Element Descriptions set forth in Exhibit B of the Agreement.

WHEREAS, OHA and LPHA wish to modify the Fiscal Year 2021 (FY21) Financial Assistance Award set forth in Exhibit C of the Agreement.

WHEREAS, OHA and LPHA wish to modify the Exhibit J information required by 2 CFR Subtitle B with guidance at 2 CFR Part 200.

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. This Amendment is effective on the first day of the of the month noted in the Issue Date section of Exhibit C Financial Assistance Award FY21.
2. Exhibit B Program Element #01 "State Support for Public Health (SSPH)" is hereby superseded and replaced in its entirety by Attachment A attached hereto and incorporated herein by this reference.
3. Section 1 of Exhibit C of the Amended and Restated Agreement, entitled "Financial Assistance Award" for FY21 is hereby superseded and replaced in its entirety by Attachment B, entitled "Financial Assistance Award (FY21)", attached hereto and incorporated herein by this reference. Attachment B must be read in conjunction with Section 3 of Exhibit C.
4. Exhibit J of the Amended and Restated Agreement entitled "Information required by 2 CFR Subtitle B with guidance at 2 CFR Part 200" is amended to add to the federal award information datasheet as set forth in Attachment C, attached hereto and incorporated herein by this reference.
5. LPHA represents and warrants to OHA that the representations and warranties of LPHA 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.
6. Capitalized words and phrases used but not defined herein shall have the meanings ascribed thereto in the Agreement.

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

- 7. Except as amended hereby, all terms and conditions of the Agreement remain in full force and effect.
- 8. The parties expressly ratify the Agreement as herein amended.
- 9. 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.

**10. Signatures.**

**STATE OF OREGON ACTING BY AND THROUGH ITS OREGON HEALTH AUTHORITY (OHA)**

By: \_\_\_\_\_  
Name: /for/ Carole L. Yann  
Title: Director of Fiscal and Business Operations  
Date: \_\_\_\_\_

**MORROW COUNTY LOCAL PUBLIC HEALTH AUTHORITY**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**DEPARTMENT OF JUSTICE – APPROVED FOR LEGAL SUFFICIENCY**

*Approved by Wendy Johnson, Senior Assistant Attorney General on July 9, 2020. Copy of emailed approval on file at OHA, OC&P.*

**REVIEWED BY OHA PUBLIC HEALTH ADMINISTRATION**

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

**Attachment A**  
**Program Element Description(s)**

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

**OHA Program Responsible for Program Element:**

Public Health Division/Office of the State Public Health Director

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

Communicable Diseases affect the health of individuals and communities throughout Oregon. Inequities exist for populations that are at greatest risk, while emerging Communicable Diseases pose new threats to everyone. The vision of the foundational Communicable Disease Control program is to ensure that everyone in Oregon is protected from Communicable Disease threats through Communicable Disease and Outbreak reporting, investigation, and application of public health control measures such as isolation, post-exposure prophylaxis, education, or other measures as warranted by investigative findings. This program is also in service to the Oregon Health Authority strategic goal of eliminating health inequities by 2030.

This Program Element, and all changes to this Program Element are effective the first day of the month noted in Issue Date section of Exhibit C Financial Assistance Award unless otherwise noted in Comments and Footnotes of Exhibit C of the Financial Assistance Award.

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

- a. **Case:** A person who has been diagnosed by a health care provider, as defined in OAR 333-017-0000, as having a particular disease, infection, or condition as described in OAR 333-018-0015 and 333-018-0900, or whose illness meets defining criteria published in the OHA's Investigative Guidelines.
- b. **Communicable Disease:** A disease or condition, the infectious agent of which may be transmitted to and cause illness in a human being.
- c. **Outbreak:** A significant or notable increase in the number of Cases of a disease or other condition of public health importance (ORS 431A.005).
- d. **Reportable Disease:** Any of the diseases or conditions specified in OAR 333-018-0015 and OAR 333-018-0900.

3. **Alignment with Modernization Foundational Programs and Foundational Capabilities.** The activities and services that the LPHA has agreed to deliver under this Program Element align with Foundational Programs and Foundational Capabilities and the public health accountability metrics (if applicable), as follows (see [Oregon’s Public Health Modernization Manual](http://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public_health_modernization_manual.pdf), ([http://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public\\_health\\_modernization\\_manual.pdf](http://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public_health_modernization_manual.pdf)):

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

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

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

Gonorrhea rates

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

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

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

- a. LPHA must operate its Communicable Disease program in accordance with the Requirements and Standards for the Control of Communicable Disease set forth in ORS Chapters 431, 432, 433 and 437 and OAR Chapter 333, Divisions 12, 17, 18, 19 and 24, as such statutes and rules may be amended from time to time.
- b. LPHA must use all reasonable means to investigate in a timely manner all reports of Reportable Diseases, infections, or conditions. To identify possible sources of infection and to carry out appropriate control measures, the LPHA Administrator shall investigate each report following procedures outlined in OHA’s Investigative Guidelines or other procedures approved by OHA. OHA may provide assistance in these investigations, in accordance with OAR 333-019-0000. Investigative guidelines are available at:  
<http://www.oregon.gov/oha/PH/DiseasesConditions/CommunicableDisease/ReportingCommunicableDisease/ReportingGuidelines/Pages/index.aspx>
- c. As part of its Communicable Disease control program, LPHA must, within its service area, investigate the Outbreaks of Communicable Diseases, institute appropriate Communicable Disease control measures, and submit required information in a timely manner regarding the Outbreak to OHA in Orpheus (or Opera for COVID-19 Cases and ARIAS for COVID-19 contacts) as prescribed in OHA CD Investigative Guidelines available at:  
<http://www.oregon.gov/oha/PH/DiseasesConditions/CommunicableDisease/ReportingCommunicableDisease/ReportingGuidelines/Pages/index.aspx>
- d. LPHA must establish and maintain a single telephone number whereby physicians, hospitals, other health care providers, OHA and the public can report Communicable Diseases and Outbreaks to LPHA 24 hours a day, 365 days a year. LPHA may employ an answering service or 911 system, but the ten-digit number must be available to callers from outside the local emergency dispatch area, and LPHA must respond to and investigate reported Communicable Diseases and Outbreaks.
- e. LPHA must attend Communicable Disease 101 and Communicable Disease 303 training.
- f. LPHA must attend monthly Orpheus user group meetings or monthly Orpheus training webinars.
- g. **COVID-19 Specific Work**  
In cooperation with OHA, the LPHA must collaborate with local and regional partners to assure adequate culturally and linguistically responsive COVID-19 testing is available to the extent resources are available. As outlined below, LPHAs must conduct culturally and linguistically appropriate Case investigation and contact tracing as outlined in the Investigative Guidelines and any applicable supplemental surge guidance to limit the spread of COVID-19. In addition, to the extent resources are available, the LPHA must assure individuals requiring isolation and quarantine have basic resources to support a successful isolation/quarantine period. OHA has entered into grant agreements with community-based organizations (CBOs) to provide a range of culturally and linguistically responsive services, including community engagement and

education, contact tracing, social services and wraparound supports. Services provided by CBOs will complement the work of the LPHA. LPHA must conduct the following activities in accordance with the guidance to be provided by OHA:

**(1) Cultural and linguistic competency and responsiveness.**

LPHA must:

- (a)** Partner with CBOs, including culturally-specific organizations where available in the jurisdiction. Enter into and maintain a Memorandum of Understanding (MOU) or similar agreement with those CBOs that have entered into a grant agreement with OHA for contact tracing and monitoring and/or social service and wraparound supports that clearly describes the role of the CBO and LPHA to ensure culturally and linguistically responsive services. OHA will share with LPHA the grant agreement and deliverables between OHA and the CBOs and the contact information for all the CBOs. If OHA's grant with a CBO in the jurisdiction includes contact tracing, LPHA will execute, as part of the MOU between the LPHA and CBO, the CBO's requirements to immediately report presumptive Cases to LPHA, clearly define referral and wraparound service pathways and require regular communication between CBO and LPHA so services and payments are not duplicative. LPHA must communicate with the CBO about any changes that will affect coordination for wraparound services, including when the LPHA is shifting to and from use any OHA-issued surge guidance.
- (b)** Work with local CBOs including culturally-specific organizations to develop and implement culturally and linguistically responsive approaches to COVID-19 prevention and mitigation of COVID-19 health inequities among populations most impacted by COVID-19, including but not limited to communities of color, tribal communities and people with physical, intellectual and developmental disabilities.
- (c)** Work with disproportionately affected communities to ensure a culturally and linguistically responsive staffing plan for Case investigations, contact tracing, social services and wraparound supports that meets community needs is in place.
- (d)** Ensure the cultural and linguistic needs and accessibility needs for people with disabilities or people facing other institutionalized barriers are addressed in the LPHA's Case investigations, contact tracing, and in the delivery of social services and wraparound supports.
- (e)** Have and follow policies and procedures for meeting community members' language needs relating to both written translation and spoken or American Sign Language (ASL) interpretation.
- (f)** Employ or contract with individuals who can provide in-person, phone, and electronic community member access to services in languages and cultures of the primary populations being served based on identified language (including ASL) needs in the County demographic data.
- (g)** Ensure language access through telephonic interpretation service for community members whose primary language is other than English, but not a language broadly available, including ASL.



- (h) Provide written information provided by OHA that is culturally and linguistically appropriate for identified consumer populations. All information shall read at the sixth-grade reading level.
- (i) Provide opportunities to participate in OHA trainings to LPHA staff and LPHA contractors that conduct Case investigation, contact tracing, and provide social services and wraparound supports; trainings should be focused on long-standing trauma in Tribes, racism and oppression.

**(2) Testing**

LPHA must:

- (a) Work with OHA regional testing coordinator, local and regional partners including health care, communities disproportionately affected by COVID-19 and other partners to assure COVID-19 testing is available to individuals within the LPHA's jurisdiction meeting current OHA criteria for testing and other local testing needs.
- (b) Work with health care and other partners to ensure testing is provided in a culturally and linguistically responsive manner with an emphasis on making testing available to disproportionately impacted communities and as a part of the jurisdiction's contact tracing strategy.

**(3) Case Investigation and Contact Tracing**

LPHA must:

- (a) Conduct all Case investigations and monitor Outbreaks in accordance with Investigative Guidelines and any OHA-issued surge guidance.
- (b) Enter all Case investigation and contact tracing data in Opera (for COVID-19 Cases) and ARIAS (for COVID-19 contacts), as directed by OHA.
- (c) Collect and enter all components of Race, Ethnicity, Language, and Disability (REALD) data if data are not already entered in OPERA and ARIAS.
- (d) Ensure all LPHA staff designated to utilize Opera and ARIAS are trained in these systems. Include in the data whether new positive Cases are tied to a known existing positive Case or to community spread.
- (e) Conduct contact tracing in accordance with Investigative Guidelines and any applicable OHA-issued surge guidance.
- (f) Have contact tracing staff that reflect the demographic makeup of the jurisdiction and COVID-19 cases within the jurisdiction and who can provide culturally and linguistically competent and responsive tracing services. In addition, or alternatively, enter into an agreement(s) with community-based and culturally-specific organizations to provide such contact tracing services. OHA grants with CBOs will count toward fulfilling this requirement.
- (g) Ensure all contact tracing staff are trained in accordance with OHA investigative guidelines and data entry protocols.
- (h) Attempt to follow up with at least 95% of Cases within 24 hours of notification.

**(4) Isolation and quarantine**

LPHA must:

- (a)** Maintain access to an isolation and quarantine location that is ready to be used.
- (b)** Facilitate efforts, including by partnering with OHA-funded CBOs to link individuals needing isolation and quarantine supports such as housing and food. The LPHA will utilize existing resources when possible such as covered Case management benefits, WIC benefits, etc.

**(5) Social services and wraparound supports.**

LPHA must ensure social services referral and tracking processes are developed and maintained and make available direct services as needed. LPHA must cooperate with CBOs to provide referral and follow-up for social services and wraparound supports for affected individuals and communities. OHA contracts with CBOs will count toward fulfilling this requirement.

**(6) Tribal Nation support.**

LPHA must ensure alignment of contact tracing and supports for patients and families by coordinating with Federally-recognized tribes if a patient identifies as American Indian/Alaska Native and/or a member of an Oregon Tribe, if the patient gives permission to notify the Tribe.

**(7) Support infection prevention and control for high-risk populations.**

LPHA must:

- (a) Migrant and seasonal farmworker support.** Partner with farmers, agriculture sector and farmworker service organizations to develop and execute plans for COVID-19 testing, quarantine and isolation, and social service needs for migrant and seasonal farmworkers.
- (b) Congregate care facilities.** In collaboration with State licensing agency, support infection prevention assessments, COVID-19 testing, infection control, and isolation and quarantine protocols in congregate care facilities.
- (c) High risk business operations.** In collaboration with State licensing agencies, partner with food processing and manufacturing businesses to ensure adequate practices to prevent COVID-19 exposure, conduct testing and respond to Outbreaks.
- (d) Vulnerable populations.** Support COVID-19 testing, infection control, isolation and quarantine, and social services and wraparound supports for homeless individuals, individuals residing in homeless camps, individuals involved in the criminal justice system and other vulnerable populations at high risk for COVID-19.

**(8) COVID-19 Vaccine Planning and Distribution.**

LPHA must:

- (a)** Convene and collaborate with local and regional health care partners, CBOs, communities disproportionately affected by COVID-19 and other partners to assure culturally and linguistically appropriate access to COVID-19 vaccine in their communities.
  - (b)** Convene and collaborate with local and regional health care partners, CBOs, communities disproportionately affected by COVID-19 and other partners to identify, assess and address gaps in the vaccine delivery system using local data and in collaboration with local advisory boards if present in the jurisdiction. Operate in accordance with federal, OHA and Oregon Vaccine Advisory Committee guidance, including expanding access through expanded operations and accessibility of operations (e.g., providing vaccinations during evenings, overnight, and on weekends).
  - (c)** Prioritize vaccine distribution and administration in accordance with federal, OHA and Oregon COVID-19 Vaccine Advisory Committee guidance.
  - (d)** LPHAs that provide COVID-19 vaccine administration must submit vaccine orders, vaccine administration data and VAERS (Vaccine Adverse Event Reporting System) information in accordance with federal and OHA guidance.
  - (e)** Plan, and implement vaccination activities with organizations including but not limited to:
    - Colleges and Universities
    - Occupational health settings for large employers
    - Faith-based or religious institutions
    - Federally Qualified Health Centers (FQHCs), including Community Health Centers (CHCs)
    - Pharmacies
    - Long-term care facilities (LTCFs), including independent living facilities, assisted living centers, and nursing homes
    - Organizations and businesses that employ critical workforce
    - First responder organizations
    - Non-traditional providers and locations that serve high-risk populations
    - Other partners that serve underserved populations
  - (f)** Promote COVID-19 and other vaccinations to increase vaccine confidence by culturally specific groups, communities of color, and others and to also increase accessibility for people with disabilities
- (9) Community education.** LPHA must work with CBOs and other partners to provide culturally and linguistically responsive community outreach and education related to COVID-19.

5. **General Revenue and Expense Reporting.** LPHA must complete an “Oregon Health Authority Public Health Division Expenditure and Revenue Report” located in Exhibit C of the Agreement.

a. These reports must be submitted to OHA each quarter on the following schedule:

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

b. All funds received under a PE or PE- supplement must be included in the quarterly Revenue and Expense reports.

6. **Reporting Requirements.** Provide monthly reporting to OHA on COVID-19 vaccine activities.

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

a. Percent of gonorrhea Cases that had at least one contact that received treatment; and

b. Percent of gonorrhea Case reports with complete “priority” fields.

**Attachment B  
Financial Assistance Award (FY21)**

State of Oregon Oregon Health Authority Public Health Division				
<b>1) Grantee</b> Name: Morrow County  Street: 110 N Court Street City: Heppner State: OR Zip: 97836-7328		<b>2) Issue Date</b> Monday, March 1, 2021	<b>This Action</b> Amendment  FY 2021	
		<b>3) Award Period</b> From July 1, 2020 through June 30, 2021		
<b>4) OHA Public Health Funds Approved</b>				
Number	Program	Previous Award Balance	Increase / Decrease	Current Award Balance
PE01-01	State Support for Public Health	\$14,354.00	\$0.00	\$14,354.00
PE01-04	COVID19 Response	\$16,892.27	\$0.00	\$16,892.27
PE01-05	COVID-19 Local Active Monitoring	\$635,474.22	\$0.00	\$635,474.22
PE01-07	ELC ED Contact Tracing	\$162,128.00	\$0.00	\$162,128.00
PE01-08	COVID Wrap Direct Client Services	\$20,000.00	\$0.00	\$20,000.00
PE01-09	COVID-19 Active Monitoring - ELC	\$0.00	\$466,916.00	\$466,916.00
PE01-10	OIP - CARES	\$0.00	\$124,198.00	\$124,198.00
PE12	Public Health Emergency Preparedness and Response (PHEP)	\$70,384.00	\$0.00	\$70,384.00
PE12-02	COVID-19 Response	\$19,991.88	\$0.00	\$19,991.88
PE13-01	Tobacco Prevention and Education Program (TPEP)	\$7,500.00	\$0.00	\$7,500.00
PE42-03	MCAH Perinatal General Funds & Title XIX	\$1,890.00	\$0.00	\$1,890.00
PE42-04	MCAH Babies First! General Funds	\$6,044.00	\$0.00	\$6,044.00
PE42-06	MCAH General Funds & Title XIX	\$3,548.00	\$0.00	\$3,548.00
PE42-11	MCAH Title V	\$18,366.00	\$0.00	\$18,366.00

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

4) OHA Public Health Funds Approved				
Number	Program	Previous Award Balance	Increase / Decrease	Current Award Balance
PE42-12	MCAH Oregon Mothers Care Title V	\$3,441.00	\$0.00	\$3,441.00
PE43-01	Public Health Practice (PHP) - Immunization Services	\$8,455.00	\$0.00	\$8,455.00
PE43-06	CARES Flu	\$16,761.00	\$0.00	\$16,761.00
PE44-01	SBHC Base	\$60,000.00	\$0.00	\$60,000.00
PE44-02	SBHC - Mental Health Expansion	\$52,220.33	\$0.00	\$52,220.33
PE46-05	RH Community Participation & Assurance of Access	\$12,470.00	\$0.00	\$12,470.00
PE51-01	LPHA Leadership, Governance and Program Implementation	\$36,910.84	\$0.00	\$36,910.84
		\$1,166,830.54	\$591,114.00	\$1,757,944.54

5) Foot Notes:	
PE01-01	1/1/2021: Please note PE language has been updated effective 12/31/2020.
PE01-04	9/2020: SFY21 Funding for 7/1/2020-12/30/2020 is CARES Act funding. Funds must be spent by 12/30/20. Indirect charges are not permitted.
PE01-04	3/2021: SFY21 Funding for 7/1/2020-6/30/2021 is CARES Act funding. Funds must be spent by 6/30/2021. Indirect charges are not permitted.
PE01-05	9/2020: SFY21 Funds can be spent from 7/1/20-12/30/2020 only. CARES Act funding. Indirect expenses are not allowed.
PE01-05	3/2021: SFY21 Funding for 7/1/2020-6/30/2021 is CARES Act funding. Funds must be spent by 6/30/2021. Indirect charges are not permitted.
PE01-08	Funds are for 1/1/2021-6/30/2021.
PE01-09	Funds are available 01/15/2021 - 06/30/2023
PE01-10	Awarded funds can be spent on allowable costs for the period of 7/1/2020 - 6/30/2024. Any unspent funds as of 6/30/21 will be rolled over into the FY22 award. Please see provided budget guidance for more details on roll over information.
PE12	11/2020: Increase award due to OHA's carryover funds from CDC, funds awarded to SFY21 must be spent by June 30, 2021
PE12-02	03/01/2021: The COVID-19 funds have been extended for SFY 21 through 6/30/2021. Unspent funds from SFY21 are eligible to be awarded in SFY 22.

5) Foot Notes:	
PE42-11	Initial SFY21: LPHA shall not use more than 10% of the Title V funds awarded for a particular MCAH Service on indirect costs. See PE42 language under 4. a. (3) Funding Limitations for details.
PE42-12	Initial SFY21: LPHA shall not use more than 10% of the Title V funds awarded for a particular MCAH Service on indirect costs. See PE42 language under 4. a. (3) Funding Limitations for details.
PE42-12	Initial SFY21: Due to COVID-19 pandemic, additional one-time funding was allocated to OMC sites in FY21 to support outreach and service provision efforts.
PE43-06	Allowable expenses for FY21 include the period of 6/6/2020 – 6/30/2021. All expenses for the entire period should be reported on the FY21 Revenue and Expenditure reports.

6) Comments:	
PE01-01	8/2020: Adding revised PE01 language to all grantees, changes are to align PE language with the current SFY21 template, no changes to award amount. 9/2020: Adding revised PE language clarifying Memorandum of Understanding requirements.
PE01-04	9/2020: Rollover of unspent award from SFY20
PE01-05	9/2020a: SFY21 Rollover of unspent funds \$111,948 from FY20 to FY21. Must be spent by 12/30/20. 9/2020b Case Investigation FFS 4/4-8/31/20 \$523,526.22
PE01-07	1/2020: ELC Funding is for Dec 31, 2020 through June 30, 2021.
PE01-08	1/2021: add award for wrap client direct services
PE01-09	SFY21: COVID Award
PE12	08/2020: Amending to revise PE12 language
PE12-02	03/10/2021: Funding extended through SFY21 - any unspent funds will be awarded under SFY22. 9/2020: Rollover of unspent SFY20 funds, award must be spent by 03/15/2021
PE44-02	10/2020: Roll over of unspent funds from SFY20 - \$12,220.33
PE51-01	9/2020: SFY21 Rollover unspent funds from FY20 to FY21

7) Capital outlay Requested in this action:				
Prior approval is required for Capital Outlay. Capital Outlay is defined as an expenditure for equipment with a purchase price in excess of \$5,000 and a life expectancy greater than one year.				
Program	Item Description	Cost	PROG APPROV	

**Attachment C**  
**Information required by CFR Subtitle B with guidance at 2 CFR Part 200**

**PE01-04 COVID19 Response**

Federal Award Identification Number:	N/A
Federal Award Date:	3/1/2020
Performance Period:	3/27/2020-12/30/2021
Awarding Agency:	CARES Act
CDFA Number:	21.019
CFDFA Name:	CARES Act
Total Federal Award:	\$94,200,000
Project Description:	CARES Act
Awarding Official:	N/A
Indirect Cost Rate:	N/A
Research and Development (T/F):	FALSE
PCA:	50255
Index:	50109

Agency	DUNS No.	Amount	Grand Total:
Morrow	010741189	\$16,892.27	\$16,892.27

**PE01-05 COVID-19 Local Active Monitoring**

Federal Award Identification Number:	N/A	N/A
Federal Award Date:	3/1/20	3/1/20
Performance Period:	3/27/2020-12/30/2021	3/27/2020-12/30/2021
Awarding Agency:	CARES Act	CARES Act
CDFA Number:	21.019	21.019
CFDFA Name:	CARES Act	CARES Act
Total Federal Award:	\$94,200,000	\$94,200,000
Project Description:	CARES Act	CARES Act
Awarding Official:	N/A	N/A
Indirect Cost Rate:	N/A	N/A
Research and Development (T/F):	FALSE	FALSE
PCA:	50248	50251
Index:	50109	50109

Agency	DUNS No.	Amount	Amount	Grand Total:
Morrow	010741189	\$ 635,474.22		\$635,474.22



**PE01-09 COVID-19 Active Monitoring - ELC**

Federal Award Identification Number:	NU50CK000541
Federal Award Date:	01/13/2021
Performance Period:	08/01/2019-07/31/2024
Awarding Agency:	CDC
CDFA Number:	93.323
CFDFA Name:	Oregon 2020 Epidemiology and Laboratory Capacity for Prevention and Control of Emerging Infectious Diseases (ELC)
Total Federal Award:	348,002,156
Project Description:	Epidemiology and Laboratory Capacity for Infectious Diseases (ELC)
Awarding Official:	Mrs. Janice Downing
Indirect Cost Rate:	17.64%
Research and Development (T/F):	FALSE
PCA:	53703
Index:	50401

Agency	DUNS No.	Amount	Grand Total:
Morrow	010741189	\$466,916.00	\$466,916.00

**PE01-10 OIP - CARES**

Federal Award Identification Number:	NH23IP922626
Federal Award Date:	01/15/2021
Performance Period:	7/1/2019-6/30/2024
Awarding Agency:	CDC
CDFA Number:	93.268
CFDFA Name:	Immunization Cooperative Agreements
Total Federal Award:	38,110,851.00
Project Description:	Immunization and Vaccines for Children
Awarding Official:	Divya Cassity
Indirect Cost Rate:	17.64
Research and Development (T/F):	FALSE
PCA:	53120
Index:	50404

Agency	DUNS No.	Amount	Grand Total:
Morrow	010741189	\$124,198.00	\$124,198.00

**PE12-02 COVID-19 Response**

Federal Award Identification Number:	State Funds	NU90TP922070
Federal Award Date:		03/16/2020
Performance Period:		03/05/2020-03/15/2022
Awarding Agency:		DHHS/CDC
CDFA Number:		93.354
CFDFA Name:		PHEP CoAg for
Total Federal Award:		\$7,798,826
Project Description:		PHEP COVID-19 CoAg
Awarding Official:		Bradley Nelson
Indirect Cost Rate:		18.76%
Research and Development (T/F):	FALSE	FALSE
PCA:	50244	53112
Index:	50100	50407

Agency	DUNS No.	Amount	Amount	Grand Total:
Morrow	010741189		\$19,991.88	\$19,991.88

# 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:** IGA 159824 Amendment 19 , hereinafter referred to as "Document."

I, Don Russell Chair, Board of Commissioners  
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 April 21, 2021 ,  
Date

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

\_\_\_\_\_  
Authorizing signature

April 21, 2021  
Date

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



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

(For BOC Use)
Item #

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

Presenter at BOC:

Department: Health

Short Title of Agenda Item:

(No acronyms please)

EOCCO Community Benefit Initiative Reinvestment Program Agreement

Phone Number (Ext): 5211

Requested Agenda Date: 04/21/2021

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: Eastern Oregon Coordinated Care Organization (EOCCO), LLC

Contractor/Entity Address: 601 SW 2nd Avenue, Portland, OR 97204

Effective Dates - From: 03/16/2021

Through: 03/15/2022

Total Contract Amount: \$54,160.00

Budget Line: 101-114-3-30-3502

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

Reviewed By:

Department Director
DATE
Administrator
DATE
County Counsel
DATE
Finance Office
DATE
Human Resources
DATE

Required for all BOC meetings
Required for all BOC meetings
\*Required for all legal documents
\*Required for all contracts; other items as appropriate.
\*If appropriate

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

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

# AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

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

The Eastern Oregon Coordinated Care Organization (EOCCO) Local Community Advisory Council (LCAC) receives Community Benefit Initiative Reinvestment funds each year to promote community health in a way that addresses one or more Incentive Measures.

LCAC participants agreed to utilize Community funds to again support the continuance of both the CARE and SPURS program (Peer counseling through CCS). The application was submitted to EOCCO and \$54,160.00 was awarded March 16, 2021 - March 15, 2022.

Funding will be shared between CARE \$30,000.00, SPURS \$20,000.00 and Administration Andrea Fletcher \$4,160.00.

## **2. FISCAL IMPACT:**

CARE Funds are utilized to support personnel costs of the Nurse Case Manager position and pass through funds to CCS to support the SPURS program. There will not be any changes to FTE within the Nurse Case Manager position.

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

Following review per county counsel, the BOC needs to review, approve and sign the Agreement with EOCCO and then we will receive our first payment of \$24,372.00.

Attach additional background documentation as needed.

**EOCCO Community Benefit Initiative Reinvestment Program  
Agreement**

**Grantor:** Eastern Oregon Coordinated Care Organization, LLC (“EOCCO”)  
601 SW 2nd Avenue  
Portland, Oregon 97204

**Grantee:** Morrow County LCAC  
**Fiscal Agent:** Morrow County  
PO Box 799  
110 Court Street, Heppner, OR 97836  
Principal Contact: Kate Knop

**Project Title:** The Bridge to Healthy Families

**Total Amount of Grant:** \$54,160.00 (“the Grant Funds”)

**Grant Period:** March 16, 2021 – March 15, 2022 (the “Grant Period”)

**A. Purpose of Grant Agreement**

The Eastern Oregon Coordinated Care Organization (EOCCO) is investing in a seventh round of Transformation Grants and Local Community Advisory Council (LCAC) Grants to further EOCCO’s transformation plans and support clinical and community efforts toward achieving the Triple Aim.

The purpose of this agreement (the “Grant Agreement”) is to enable EOCCO to award the Grant Funds to the Grantee for eligible costs of the project as described in the following attached exhibits that are fully incorporated into this Grant Agreement.

- Exhibit A: Proposal**
- Exhibit B: Progress Report Template**
- Exhibit C: Final Report Template**

**B. Term**

This Grant Agreement shall be effective from March 16, 2021 – March 15, 2022 (the “Contract Term”).

**C. Design and Implementation of Project**

Grantee agrees to complete the project in accordance with the plans and specifications contained in its application during the designated term.

EOCCO and the Grantee may agree in writing to modify the objectives, methods, or Grant Period for which Grant Funds have been awarded. Grantee agrees to notify EOCCO within 30 days of the change about any significant change in personnel of the project and any development that significantly affects operations of the project or Grantee.

**D. Contingencies**

Grantee agrees to the following:

Not Applicable

**E. Disbursement Schedule**

Grant Funds shall be disbursed during the Contract Term in three payments subject to the terms and conditions of this Grant Agreement. The first and second payments will each consist of 45% of the Grant Funds, for a total of 90% of the Grant Funds. The final payment shall consist of the final 10% of the Grant Funds. The three payments shall be made according to the following schedule:

After contract execution	\$ 24,372
After review and approval of first Progress Report	\$ 24,372
After review and approval of Final Report	\$ 5,416

**F. Records**

Grantee shall provide EOCCO, upon request, with all information relating to the results, findings or methods, and/or publications developed under the Grant. EOCCO may withhold Grant Funds if it has not received all Reports and additional requested information required to be submitted by Grantee if such reports and/or requested information does not meet EOCCO’s reporting requirements. Any Reports may be disseminated by EOCCO, both during and after the Contract Term without the prior written consent of Grantee.

Grantee shall maintain all financial records related to this Grant Agreement in accordance with generally accepted accounting principles. Grantee shall retain such financial records for at least three (3) years after the end of the Contract Term.

At the request of EOCCO, Grantee shall permit reasonable access to its files, records, accounts and personnel associated with the Grant by EOCCO or its designated representatives for the purpose of conducting financial audits, verifications, and program evaluations concerning this Grant in EOCCO’s sole discretion. EOCCO shall provide Grantee reasonable prior notice, when possible, of its intent to access records.

**G. Grant Reports and Reconciliation**

Grantee shall submit written periodic progress reports (each a “Progress Report”) on Grant activities, budget changes, and expenditures using the form attached hereto as Exhibit B. Further Grantee agrees to submit a final written report (the “Final Report” and collectively with all Progress Reports, the “Reports”) on the evaluation form attached hereto as Exhibit C. All Reports must be received by EOCCO according to the dates listed below. The templates attached in Exhibit B and Exhibit C are subject to change by EOCCO in its sole discretion. EOCCO will notify Grantee of any change to the templates contained in Exhibit B and C no later than 30 days before the deadlines specified below.

**Date Report is Due**  
*July 16, 2021*

**Reporting Period**  
Progress Report covering March 16, 2021 through  
July 2, 2021

November 12, 2021

Progress Report covering July 3, 2021 through  
October 31, 2021

April 1, 2022

Final Report covering March 16, 2021 through March  
15, 2022 (the full grant period)

#### **H. Use of Grant Funds**

Grantee shall use the funds for the purposes approved by EOCCO as described in this Grant Agreement, inclusive of all Exhibits hereto, and understands that any alternative use of funds must be authorized in writing by EOCCO in advance.

Grantee may expend the Grant Funds for personnel expenses only for staff that are directly working on this project. Expenses for legal counsel, accounting and similar expenses are not considered personnel expenses for this Project.

Grantee may expend the Grant Funds for approved travel expenses at rates not to exceed current state rates (for non-represented employees) in effect at the time the expenses are incurred. All travel shall be conducted in the most efficient and cost-effective manner and result in the best value to EOCCO. Personal expenses will not be authorized at any time. Amounts for travel expenses are included in, and not in addition to the Grant.

Grantee may reallocate up to 10% of the budgeted amount for a line item of the EOCCO-approved budget, to a different line item(s) in the EOCCO-approved budget without EOCCO's prior written consent. Any reallocation greater than 10% of the budgeted amount for a line item of the EOCCO-approved budget requires EOCCO's prior written consent. All reallocations, regardless of the amount, must be reported by Grantee to EOCCO on the Grantee's first expenditure report following the adjustment.

#### **I. Unexpended Grant Funds**

If Grantee (i) fails to expend all Grant Funds within the Grant Period, (ii) fails to complete all activities described in Exhibit A within the Grant Period, or (iii) anticipates that either of the aforementioned conditions will occur prior to the end of the Grant Period, Grantee shall repay to EOCCO all unexpended funds within ten (10) business days of the Final Report submission deadline to EOCCO. EOCCO will review the Final Report and will make any adjustments necessary to satisfy EOCCO's Grant payment standards. In the event the adjustments alter the amount of unexpended funds, then the party owing the adjustment shall pay the difference required to reconcile the funds within ten (10) business days of EOCCO's adjustment.

In very limited circumstances, EOCCO shall, in its sole discretion, review requests by Grantee to use unexpended funds and/or complete the activities described in Exhibit A after the end of the Grant Period. Such a request by Grantee must be submitted in writing using a structured form and submission instructions provided by EOCCO no later than 30 days prior to the end of the Grant Period. In no event shall EOCCO approve use of the Grant Funds beyond the end of the Contract Term

#### **J. Limitation on Payments**

Notwithstanding anything in this Grant Agreement to the contrary, Grantee's failure to meet its obligations under the terms of this Grant Agreement may result in any of the following, without limitation, (i) modification of full or partial payment of Grant Funds. (ii) delay in full



or partial payment of Grant Funds, (iii) withholding of Grant Funds until compliance with the requirements of this Grant Agreement are determined by EOCCO, (iv) denial of full or partial payment of Grant Funds by EOCCO, and (v) termination of this Grant Agreement.

EOCCO reserves the right to require a total or partial refund of any Grant Funds, if, in EOCCO's sole discretion, such action is necessary:

1. Due to Grantee's failure to make substantial progress in the completion of the project;
2. Because Grantee has not fully complied with the terms and conditions of the Grant and the Grant Agreement;
3. To protect the purpose and objectives of the Grant;
4. To comply with any law or regulation applicable to Grantee, EOCCO, or this Grant.

Upon termination, EOCCO shall conduct an accounting of Grant payments paid to Grantee.

**K. No Guarantee of Future Funding**

Grantee acknowledges that the receipt of this Grant does not imply a commitment on behalf of EOCCO to continue funding beyond the terms listed in this Grant Agreement.

**L. Publicity**

At the request of EOCCO, Grantee agrees to issue a press release to relevant media outlets announcing the project receiving Grant Funds and promoting the project and its value to the community and region. Further, EOCCO may prepare its own publicity regarding this Grant Agreement, both during and after the term of this Grant Agreement, without Grantee's consent.

Grantee shall appropriately credit the participation of EOCCO in any advertisement, publicity, or public comment related to the project for which Grant Funds are awarded under this Grant Agreement.

Grantee shall permit EOCCO to review and approve the text and content of any proposed publicity concerning this Grant Agreement prior to its release. If this Grant is to be used for a film, video, book, or other such product, EOCCO reserves the right to request a screening or preview of the product, during the final production stages, before deciding whether or not to be credited as a funder of the Grant.

**M. Access to Records and Facilities**

Grantee acknowledges and agrees that EOCCO and their duly authorized representatives shall have access to all records related to the Grant to perform examinations and audits.

Grantee shall, upon request and without charge, provide a suitable work area and copying capabilities to facilitate such a review or audit. This right also includes timely and reasonable access to Grantee's personnel for the purpose of interviews and discussions related to such documents. The rights of access in this subsection are not limited to the required retention period, but such shall last as long as the records are retained.

**N. Governing Law, Consent to Jurisdiction**

This Grant 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, the "claim") between EOCCO and Grantee that arises from or relates to this Grant Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Multnomah County for the State of Oregon; provided, however, if a claim must be brought in a federal forum, then it shall be conducted solely and exclusively within the United States District Court for the District of Oregon in Portland, Oregon.

**Grantee, by execution of this Grant Agreement, hereby consents to the in personal jurisdiction of said courts.**

**O. Compliance with Laws**

Grantee shall comply with all Federal, State and local laws, regulations, executive orders and ordinances applicable to this Grant Agreement or to the performance of Grantee's obligations as they may be adopted, amended or repealed from time to time, including but not limited to the following: (i) ORS Chapter 659A.142; (ii) OHA rules pertaining to the provision of integrated and coordinated care and services, OAR Chapter 410, Division 141; (iii) all other OHA Rules in OAR Chapter 410; (iv) rules in OAR Chapter 309 pertaining to the provisions of mental health services; (v) rules in OAR Chapter 415 pertaining to the provision of Substance use Disorders services; (vi) state law establishing requirements for Declaration for Mental health Treatment in ORS 127.700 through 127.737; and (vii) all other applicable requirements of State civil rights and rehabilitation statutes, rules and regulation. These laws, regulations, executive orders and ordinances are incorporated by reference herein to the extent that they are applicable to this Agreement and required by law to be so incorporated. EOCCO's performance under this Agreement is conditioned upon Grantee's compliance with the provisions of ORS 279B.220, 279B.230, 279B.235 and 279B.270, which are incorporated by reference herein.

**P. Termination**

EOCCO may terminate this Grant Agreement:

1. Without cause upon 90 days' prior written notice by EOCCO to Grantee; or
2. Immediately upon written notice to Grantee if there is a threat to the health, safety or welfare of any of the Grantee's clients, including any Medicaid eligible individual, under its care.

Grantee may terminate this Grant Agreement without cause upon 90 days prior written notice by Grantee to EOCCO.

**Q. Limitation of Liability**

In no event shall EOCCO be liable for any damages, including, without limitation, direct, indirect, special, incidental or consequential damages or expenses for any negligence, breach of contract or any other act arising out of or relating to this Grant Agreement or the activities covered herein.

In no event shall EOCCO or its affiliates be responsible for Grantee's debts or liabilities in the event of insolvency.

**R. Indemnification**

Grantee shall defend, indemnify, and hold harmless EOCCO, its officers, directors, employees, agents, successors in interest, assigns, and members of the EOCCO's Grant Committee from and against all claims, suits, actions, losses, damages, liabilities, costs, and expenses of any nature whatsoever, including, but not limited to, the cost of legal defense,

settlement, attorneys' fees and all related costs to the extent resulting from, arising out of, or relating to the activities of Grantee, including without limitation, the expenditure of Grant Funds, and its officers, employees, subcontractors, or agents under this Grant Agreement.

**S. Entire Agreement**

This Grant Agreement constitutes the entire understanding between the parties as to the subject matter of this Grant Agreement and supersedes all other agreements, whether written or oral, between the parties.

**T. Severability**

If any term or provision of this Grant Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Grant Agreement did not contain the particular term or provision held to be invalid.

**U. Counterparts**

This Grant 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 Grant Agreement and any amendments so executed shall constitute an original.

**V. Amendments**

No amendment to this Grant Agreement will be effective unless it is in writing and signed by both parties.

**W. No Assignment**

Neither party may assign any of its rights or delegate any of its obligations under this Grant Agreement without the prior written consent of the other party. Any purported assignment or delegation in breach of this section will be void.

**X. Survival**

Sections K, L, N, O, P, R, S, T, and U shall survive the expiration or termination of this Grant Agreement, as well as those provisions of this Grant Agreement that by their context are meant to survive expiration or termination. Expiration or termination of this Grant Agreement shall not extinguish or prejudice EOCCO's right to enforce this Grant Agreement with respect to any default by Grantee that has not been cured.

Grantee accepts responsibility for complying with this Grant Agreement's terms and conditions and will exercise full control over the activities described in Exhibit A and the expenditure of Grant Funds.

On behalf of Grantee, I understand and agree to the above terms and conditions of this Grant Agreement and certify my authority to execute this agreement on Grantee's behalf.

[Signature Page Follows]

Signature Page

**Grantee:**

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

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

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

**Grantor:**

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

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

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

**Exhibit A**

**LCAC Community Benefit Initiative Project Application Coversheet**

**Name of LCAC:** Morrow County LCAC

**Project Director (person who will be responsible for the overall project):**

Name: Darrell Green/Nazario Rivera  
Title: Morrow County Administrator/Public Health Department Director  
Organization: Morrow County Health Department  
Address: P.O. Box 799, 110 Court Street, Heppner, OR 97836  
Phone Number: 541-676-5421 Email: dgreen@co.morrow.or.us / nrivera@co.morrow.or.us

**Name of Organization to Receive and Manage Funds:**

Organization Name: Morrow County  
Address: P.O. Box 799, 110 Court Street, Heppner, OR 97836  
Name of Employee Managing Funds: Kate Knop  
Phone Number: 541-676-5615 Email: kknop@co.morrow.or.us

**County Coordinator Name:** Andrea Fletcher **Email:** afruralvoice@hotmail.com

**Total Amount Requested** (can be less than the amount allocated, but not more): \$54,160.00

**Project Title:** The Bridge to Healthy Families

**Start Date:** 03/15/2021 **End Date:** 03/11/2022

**Project Purpose (do not exceed space below):**

Reduce access barriers to community health services, improve resource coordination and improve health outcomes for EOCCO youth and families by meeting them where they live, work, learn and play in Morrow County.

**Signatures:**

I hereby certify that this proposal has been developed and fully approved by our LCAC for submission to the EOCCO. The statements contained in this application are true and complete to the best of the applicant's knowledge and the applicant accepts as a condition of the grant the obligation to comply with all applicable state and federal requirements, policies, standards, and regulations.

Signature of LCAC Chair: *Andrea Fletcher*

Name: Andrea Fletcher Date: 01/07/2021

Phone: 541-989-8232 Email: afruralvoice@hotmail.com

## LCAC Community Benefit Initiative Project Narrative

### A. Provide a detailed description of the project plan, including: I. Project goals

The first goal is to continue planned wraparound services and adapt (due to COVID-19) the CARE (Community Access for Resource Effectiveness) and SPURS (Students Providing Understanding and Respectful Support - cross-age mentoring) Programs. The programs are fundamental to meeting health care reform goals locally to improve health, quality of care, services, and coordination of resources, as well as achieve cost efficiencies.

The second goal is to ensure the CARE Program continues to serve as the bridge between the health system, the school and community and promote positive holistic growth, functioning and health through education, early identification screening, intervention, referral and follow-up for local EOCCO children and their families.

The third goal of the project is to ensure that depression in adolescents is being identified and referred, and to reduce depression to improve the well-being of youth in Morrow County.

Project goals are based on the 2020-21 Morrow County Health Improvement Plan.

### 2020-21 Progress/Tracking

Both programs are school-based, so when students/staff didn't return to school in March due to COVID-19, the program managers spent considerable time assessing needs and determining how to adjust, prioritize and meet critical service delivery needs. Schools in Morrow County have been operating at a hybrid online/in-person model for most of the school year. There are strict rules regarding visitors, as well as how many cohorts any one person can have contact with. Because there was very limited "in-person" contact with the students, the programs were unable to provide as much direct service as they typically would to meet the program goals. Final outcomes will be described in the end of year report that contain the following:

Immunization data: 1. EOCCO Morrow County Progress Report and 2. ALERT Immunization Reporting System. 3. TylerSIS school documentation.

Encounter data: 1. Report the number of screenings, referrals and follow up encounters quarterly and annually to CARE Team, Wellness Hub, CAC and EOCCO (E Health Record, Tyler SIS and CARE Database).

Absenteeism data: Review school-age children's chronic absenteeism referrals and work in tandem with the local school districts to address the root causes.

PHQ9 Depression Screening Data: Community Counseling Solutions documents administration of PHQ9 for students receiving services.

## **II. Targeted CHIP goals, social determinants of health and/or health equity areas – Morrow County EOCCO Community Health Improvement Plan 2021**

Child and family needs are continuously revealed to the CARE Team through interaction with students in Morrow County schools and also identified by health care and community partners and supporting data. These needs require the long-term and consistent financial viability of the CARE and SPURS Programs and Wellness Hub to improve the health of families in Morrow County.

### **CHIP Goals (Maternal, Child and Family Health):**

1. Promote the well family.
2. Increase availability and support the growth of coordinated health services and resources available to serve children age 0-21, pregnant women and families.
3. Strengthen the local health and human service system by utilizing the multidisciplinary community team (CARE) and Wellness Hub that aligns strategies and provide case management and wraparound services to improve access to resources, health screenings, referrals, care, and follow-up.

Substance abuse and behavioral health disorders impact families, schools, workplace and community. When issues are untreated, they can cause long-term health problems; lead to premature death; contribute to injuries, abuse and violence; financial difficulty; homelessness and lost opportunity.

Among adults reporting a mental or substance use disorder in their lifetime, more than half reports the onset occurred in childhood or adolescence. As a result, it is important children reach the milestones that are the markers of healthy development. Identifying early signs and symptoms of adverse substance use and behavioral outcomes and providing prevention strategies increases the chances of an individual to live a healthy life.

### **CHIP Goals (Behavioral Health):**

1. Improve behavioral health outcomes for children and adolescents in Morrow County by ensuring access to timely and high-quality care.

Improving oral health is an integral part of overall health and well-being across the lifespan. Despite being a preventable disease, tooth decay is the most common chronic disease affecting children and teens. Dental decay in childhood has been linked to increase risk for future decay and chronic oral infections are associated with an array of other health problems such as heart disease, diabetes and unfavorable pregnancy outcomes. Lifelong access to timely preventive dental care can reduce health care costs, but a high percentage of Oregonians are not currently receiving timely preventive care.

### **CHIP Goals (Oral Health):**

1. Improve access to care and availability of preventive services for children ages 0-20, pregnant women and families.
2. Decrease the incidence and prevalence of dental disease.
3. Increase access to community-based care including: oral health assessments, sealants, fluoride treatments and oral health education

Poverty is a strong predictor of poor health. Many people struggle, despite having a job, due to the high cost of living. People living in poverty experience higher rates of premature death and increased rates of homelessness, mental distress and food insecurity. Providing adequate access to healthy foods and protection from food insecurity is paramount.

### **CHIP Goals (Food Insecurity):**

1. Keep apprised of the effects of food insecurity impacting Morrow County and identify areas to collaborate and plan to address needs.

### III. A detailed description of the planned activities

Project Steps/Activities - CARE	Person Responsible for Completing Activity
Retain CARE registered nurse.	Public Health Director
Participate in regular monthly meetings to communicate program progress and needs, coordinate service delivery and plan for additional or changed services with CARE Team. Communicate weekly via text, email and/or phone with individual CARE team members.	CARE RN
Participate in monthly meetings with all partner administrations. MCSD supervisor meets more frequently with staff as needed and as requested. Public Health CARE RN and Care Coordinator continue weekly check-ins and have frequent contacts during the week via text, email and phone.	CARE RN
Participate in Care Team Wellness Hub – an innovative braiding of resources that exist in Morrow County consisting of a CARE coordinators, primary medical, oral and mental health care providers, safety resource officers and early learning partners to provide immediate and efficient wraparound services to children and families.	CARE RN
Track data and report the number of screenings, referrals and follow up encounters quarterly and annually to CARE Team Wellness Hub, CAC and EOCCO (e-Health Records, Tyler SIS and CARE Database). Track and report school-age children’s chronic absenteeism referrals.	CARE RN
Oversee CARE Team Delivery System: 6 CARE Coordinators, 1 part time RN, 1 full time RN (this is also the CARE program manager). Five CARE team members are bi-lingual, 4 are certified Community Health Workers, and 6 are OHP assistors.	CARE RN
CARE team will provide outreach and document every encounter with new kindergartners and their family for health insurance assistance, immunization status, primary care home access, well care visits, dental screenings and sealants, and needed basic or community resources, housing, food security, child safety/welfare transportation and language assistance. This will be done with cooperation of the local school districts. The Morrow County Health Department CARE RNs will monitor and provide school-age appropriate immunizations during the school year and collaborate with schools to offer immunizations at school registrations targeting kindergarten and 7 <sup>th</sup> graders. CARE Coordinators will assess OHP enrollment and help all students in need of enrollment as OHP assistors.	CARE RN
Collaborate with Morrow County school districts, health district and FQHC to streamline access for students to health services through use of a consent form signed by parents at school registration or when in contact with the CARE Team or CARE RNs. Target AWC, immunizations, acute care when parents unavailable to transport students to PCP.	CARE RN, school districts and health care providers
Assess and screen all school district students beginning at age 9 through 12 for HPV, Tdap, meningococcal at schools. Communicate required and recommended vaccinations to parents and community members through letters, telephone calls, community reader boards, school websites, and using appropriate communications why these vaccines are important to adolescent health.	CARE RN
Provide EOCCO client assistance with dental appointment scheduling and follow-up.	CARE RN
Assist with ASQ screening appointment scheduling and compliance.	CARE RN
Maintain quarterly communication with Morrow County Resource Roundtable to assess resource need, availability and development of food assistance programs.	CARE RN

### III. A detailed description of the planned activities continued



Project Steps/Activities - SPURS	Person Responsible for Completing Activity
Promote the SPURS cross-age mentoring program (CAMP) to students and school personnel and identify prospective mentors and mentees.	SPURS Program Coordinator
Mentors complete mentor training. Ongoing as new mentors identified.	SPURS Program Coordinator
Pair successfully trained 11 <sup>th</sup> grade student mentors with student mentees grades 2 <sup>nd</sup> through 4 <sup>th</sup> , who are struggling with emotional issues or who have expressed emotional distress. CONTINGENT UPON COVID RESTRICTIONS	SPURS Program Coordinator
Mentors and mentees meet regularly, according to CAMP requirements. Will explore virtual meetings supervised by school staff or SPURS coordinator. CONTINGENT UPON COVID RESTRICTIONS	Mentors
CCS staff work with school administrators to review results of the annual Student Wellness Surveys.	Community Counseling Solutions Director and school administrators
<p><b>COVID CONTINGENCY</b>            Qualified Mental Health Professional, will work with students in schools with limited or no identified mentors. QMHP will have individualized meetings with mentees, that will occur weekly/biweekly (6 meetings). Additionally, QMHP will offer 4 hours/week of outreach to each mentee.</p>	SPURS Program Coordinator
If Individual meetings between mentors and mentees are not possible due to COVID restrictions, the SPURS coordinator will work with the mentors to research, prepare and present mental health topics to the mentees in 2 <sup>nd</sup> through 4 <sup>th</sup> grade.	SPURS Program Coordinator and mentors

B. Provide a detailed timeline of activities.

<b>CARE Activities</b>
------------------------

	Mar	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar
Care Team Meets	X	X	X	X	X	X	X	X	X	X	X	X	X
CARE Meets with Administration	X	X	X	X	X	X	X	X	X	X	X	X	X
CARE Team Wellness Hub	X	X	X	X	X	X	X	X	X	X	X	X	X
Data Tracking	X				X				X				X
Data Reporting	X				X				X				X
Oversee CARE Team delivery	X	X	X	X	X	X	X	X	X	X	X	X	X
Kindergarten Outreach	X	X	X	X	X	X	X	X	X	X	X	X	X
Immunization Screening	X	X	X	X	X	X	X	X	X	X	X	X	X
Parental Consent Agreements Secured	X	X	X	X	X	X	X	X	X	X	X	X	X
Dental and ASQ Scheduling and Follow-up	X	X	X	X	X	X	X	X	X	X	X	X	X
Participate in Resource Roundtable	X	X	X	X	X	X	X	X	X	X	X	X	X
<b>SPURS Activities</b>													
Promote Program	X	X	X								X	X	X
Recruit Mentors	X	X	X									X	X
Mentor Training	X	X	X										
Pair Mentors with Mentees	X	X	X				X	X	X	X	X	X	X
Student Pairs Meet	X	X	X				X	X	X	X	X	X	X
Conduct Depression Screening	X	X	X	X	X	X	X	X	X	X	X	X	X
Track and Report Depression Screening	X	X	X	X	X	X	X	X	X	X	X	X	X
Review Student Wellness Surveys with School Districts			X										

C. Complete the table below, including baseline data and goals you will use to measure success.

Targeted Metric	Activity Planned	2020 Baseline EOCCO/ Non-EOCCO	2021 Goals EOCCO/ Non-EOCCO
Immunizations for Adolescents	Determine number of eligible students  Administer necessary vaccinations	See Care Final Care Report 3/15/21  95% of all 7th graders will have all required vaccines for school attendance by school exclusion date 2/20.  80% of all 7th graders will have recommended age-appropriate vaccines (HPV, meningococcal)  <u>Age 13-17</u> 72% HPV Initiation 46% Completion  <u>Age 13</u> HPV Initiation 68% HPV Completion 27% Tdap 86% Meningococcal 70% Teen series 25%	Will distinctly report 2021-22 EOCCO/Non-EOCCO numbers  90% of all 7th graders will have all required vaccines for school attendance by school exclusion date 2/20.  75% of all 7th graders will have recommended age-appropriate vaccines (HPV, meningococcal)  <u>Age 13-17</u> 67% HPV Initiation 41% Completion  <u>Age 13</u> HPV Initiation 63% HPV Completion 22% Tdap 81% Meningococcal 65% Teen series 20%
PHQ-9	Administer PHQ-9 to children ages 12-17 that engage in mental health services with CCS	72/84 = 86% EOCCO 43/53 = 82% Non-EOCCO	72/85 = 85% EOCCO 47/55 = 85% Non-EOCCO
Behavior Change	Pre/post questionnaire completed by teachers who refer to student to SPURS	0%	100% of all referring teachers complete questionnaire
Knowledge and Skill	Pre/post questionnaire completed by mentors	0%	100% of all mentors complete questionnaire
PHQ-2	Administer PHQ-2 to mentees under age 12	0%	100% of all mentees receive PHQ-2 screening

**D. Please list each member of the project team, their organization (if applicable), and thoroughly describe their roles and responsibilities on the project. All activities that are proposed in Question A should be represented.**

CARE

Organization	Email Address	Project Role/Responsibility
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Morrow County Health Department	Ian Murray <a href="mailto:imurray@co.morrow.or.us">imurray@co.morrow.or.us</a> Yvonne Morter <a href="mailto:ymorter@co.morro.or.us">ymorter@co.morro.or.us</a> Patricia Ortiz <a href="mailto:portiz@co.morrow.or.us">portiz@co.morrow.or.us</a>	Nurse CARE Program Manager Ione School District CARE RN CARE Coordinator, CHW
Community Counseling Solutions	Kimberly Lindsay <a href="mailto:kimberly.lindsay@gobhi.net">kimberly.lindsay@gobhi.net</a>	Wellness Hub/Governance Board representing mental and behavioral health
Morrow County School District	Dirk Dirksen <a href="mailto:dirk.dirksen@morrow.k12.or.us">dirk.dirksen@morrow.k12.or.us</a> Peggy Doherty <a href="mailto:peggy.doherty@morrow.k12.or.us">peggy.doherty@morrow.k12.or.us</a> Cristal Romero <a href="mailto:cristal.romero@morrow.k12.or.us">cristal.romero@morrow.k12.or.us</a> Rubi Cisneros <a href="mailto:rubi.cisneros@morrow.k12.or.us">rubi.cisneros@morrow.k12.or.us</a> Briggete Campos <a href="mailto:briggete.campos@morrow.k12.or.us">briggete.campos@morrow.k12.or.us</a> Yadira Murillo <a href="mailto:yadira.murillo@morrow.k12.or.us">yadira.murillo@morrow.k12.or.us</a>	Wellness Hub/ Governance Board representing education administration Lead CARE Team Coordinator, CHW  CARE Coordinator, CHW  CARE Coordinator, CHW  CARE Coordinator  CARE Coordinator (Any Boardman Early Childhood Coordinator)
Ione School District	Rollie Marshall <a href="mailto:rollie.marshall@ionesd.org">rollie.marshall@ionesd.org</a>	Wellness Hub/Governance Board representing education administration
Morrow County Health District	Bob Houser <a href="mailto:bobh@moco hd.org">bobh@moco hd.org</a>	Wellness Hub/Governance Board representing health care services
Columbia River Community Health Services	Sonja Neal <a href="mailto:sneal@crhclinic.net">sneal@crhclinic.net</a>	Wellness Hub/Governance Board representing health care services
Advantage Dental	Maryann Wren <a href="mailto:maryw@advantagedental.com">maryw@advantagedental.com</a> Bryнна Rust <a href="mailto:brynnar@advantagedental.com">brynnar@advantagedental.com</a> Jodi Bissonette <a href="mailto:jodi.bissonette@advantagedental.com">jodi.bissonette@advantagedental.com</a> Katie Stahl <a href="mailto:katiest@advantagedental.com">katiest@advantagedental.com</a>	Wellness Hub/Governance Board representing oral health and dental services Expanded-practice dental hygienist

**SPURS**

<b>Organization</b>	<b>Email Address</b>	<b>Project Role/Responsibility</b>
Community Counseling Solutions	Stephanie Hisler <a href="mailto:stephanie.hisler@ccsemail.org">stephanie.hisler@ccsemail.org</a> Rebecca Humphreys <a href="mailto:rebecca.humphreys@ccsemail.org">rebecca.humphreys@ccsemail.org</a>	SPURS Program Supervisor  Student Mentor Coordinator
Morrow County School District	Marie Shimer <a href="mailto:marie.shimer@morrow.k12.or.us">marie.shimer@morrow.k12.or.us</a>	Teachers and Staff/ID mentors and mentees
Ione School District	Rollie Marshall <a href="mailto:rollie.marshall@ionesd.org">rollie.marshall@ionesd.org</a>	Teachers and Staff/ID mentors and mentees

**E. What could cause your organization to have trouble with the project and how could you reduce this risk? Please address any COVID-19 specific barriers that may affect project delivery and how your project will seek to mitigate them.**

**CARE**

There are many new barriers that have come up the past year that the CARE/SPURS program has needed to work through. The largest one was the closing of schools to in-person instruction, and the visitor and cohort restrictions that came into place as the school districts starting re-opening to in-person instruction.

Morrow County Health Department has been working closely with the school districts to advise on policies regarding COVID-19 in the schools. This close partnership has allowed the school environment to be safer in these challenging times, and has made the small amount of in-person instruction that we have had possible. Still, the limited amount of person-to-person interaction has made reaching our target population more difficult. This has been mitigated as best we can by continuing to have the CARE coordinators within the school reaching those kids that attend in person and making many more of our contacts with families via telephone calls instead of the preferred home visits. This impacts our partners within the CARE program as well. Certain partners that typically would come into the schools are no longer able to do that. We are working between our partners to maximize access while still adhering to the COVID-19 rules within their own organizations and the school districts internal policies.

Changing formats of schooling to mainly online has been another large challenge that has exacerbated other barriers that were previously present, such as language and technology assistance. This has been helped by the school districts supplying internet hot spots and Chromebooks to allow more homes the internet access that is needed for students to attend online instruction. The CARE team has been helping coordinate the language access issues and assist students and families with operating the technology pieces, especially if we notice consistent absenteeism.

Immunization for school-age children has been difficult since we would typically bring many of the needed to vaccines into the school and administer them there. Many people are wary of going into medical facilities to get these needed shots while the pandemic is going on. We have needed to make many more phone calls to parents to stress the importance of these immunizations and how certain ones can relate to school exclusions. Since we cannot give these in the schools this year, we are referring them to our health department clinics, and other primary care providers.

We have also had much staff turnover this year within the CARE program that has been another barrier. Diane Kilkenny, long-time public health nurse and leader in CARE Team development and management, has retired and Ian Murray, RN, has been selected as the screening CARE RN and program manager/supervisor. Of the six CARE coordinators, 3 of them are new this year. The Morrow County School District oversees CARE Coordinator supervision instead of the Inter-Mountain Educational School District, new this year also. There have been learning curves, but communication throughout the CARE team and between the Morrow County School District and Morrow County Health Department has been consistent and is very strong.

These barriers are certainly making it harder to provide the services we offer, but the services described in this funding request are needed now, more than ever! Challenges experienced this past year also allow us to re-assess the needs of our target population so that we can adjust to the most pressing problems families in Morrow County are facing. The goals for 2021 have decreased from the previous year to reflect the barriers and impacts we foresee from the pandemic.

## **E. Reduce Risk and Address Barriers Continued**

### **SPURS**

The SPURS project has struggled with COVID-19 related barriers (see CARE description). It has been difficult to engage schools and the students to promote the SPURS program. The program had authorization to proceed with mentor recruitment in October, but this too proved to be difficult. The SPURS coordinator provided flyers, emails,

video announcements and general information to present to students, as well as, offered in person and video presentations to promote and recruit mentors. Even with these efforts it was still difficult to get the word out to students. The SPURS coordinator mitigated the barriers, but needed consistent and supportive contact within the schools.

COVID continues to present barriers to conducting the SPURS program as designed. Currently, we are planning to match as many mentors with mentees as possible, but some of the high schools did not have many mentor applications returned. In these schools we have proposed a contingency plan to have the SPURS coordinator offer in home/video/outreach support directly to mentees, while continuing to recruit mentors. This will allow the coordinator to seamlessly match mentors and mentees when mentors become available and also provide much needed support to mentees.

For schools with identified mentors and mentees we will proceed with training and pairing. Individual contact will be attempted and supervised by school staff or the SPURS coordinator, as appropriate. If policy related to COVID restricts individual contact, the contingency plan will be to work with the mentors in small cohorts to research, plan and present an informative program to the mentees on a relatable mental health topic. Many children are experiencing increased anxiety and social isolation during this pandemic and this is an example of an activity the mentors could offer to support and educate the mentee cohort in a fun and informative way, that doesn't require individual one on one contact.

**F. Letter of Commitment from each collaborating organization.**

All participating organizations have signed a Letter of Support as a CAC member or partner, and those partners with a primary responsibility to the project have signed a Letter of Commitment. See Attached.

**G. Describe a detailed plan for sustaining this effort once the project ends.**

**CARE**

This project is sustained through a cooperative agreement. The partners are fully vested, as they were all involved in prioritizing the needs and program planning, and have a track record of collaboration demonstrated through the ten-year sustained Community Health Improvement Partnership of Morrow County.

It is difficult to quantify this extraordinary collaboration, but due to this relationship, the project was undertaken with considerable pre-planning and data-driven conversations with an eye on long-term goals. The continued support for the wraparound initiative was so strong locally, four organizations in collaboration with Morrow County Health Department, Morrow County School District, Intermountain Education Service District, Greater Oregon Behavioral Health, Inc., and the Lone School District – were committed to providing the original shared financial and infrastructure support needed. After realizing early success and results of the CARE Program, Morrow County Board of Commissioners, Oregon DHS, Blue Mountain Early Learning Hub, Boardman Police Department, Morrow County Sheriff's Office, Morrow County Education Foundation and Advantage Dental additionally support the program with in-kind and cash contributions. This team approach and mutual agreement demonstrates the commitment to sustain the CARE Team and the desire to continue the efforts beyond the initial funding periods. We insist that without the shared philosophical commitment of partners, the program would not be successful or financially sustainable. From the inception, the program garnered approximately \$200,000/year of direct services from partners, and now over

two million of matched salary, services and support! We wish there was opportunity beyond the numbers to express the many examples of how this program makes a difference in our community!

However, because all partners are currently contributing financial resources, without the financial support for a portion of the nurse case manager's time, this would be extremely difficult.

As of November 1, 2020, the CARE team made 1,884 total encounters throughout Morrow County addressing the areas of physical health, oral health screening and assistance, vision screening and assistance, hearing assistance, behavioral health referral and assistance, home visits, OHP outreach assistance, social determinant and human services, as well as assisting with education adjustments as most students moved to online learning. Some of these services were more limited than others due to the nature of the COVID-19 pandemic and its impact on school operations.

## **SPURS**

Morrow County conducted an in-depth analysis of the combined Morrow County and Lone School District's student wellness surveys and other additional local data to create a blueprint to guide "well student" education and preventive health program planning. Due to the common issue of concern of local youth's behavioral health status, the county-wide preventive strategy - SPURS (cross-age mentoring) Program - was implemented.

The Morrow County CAC partners with the highly qualified local behavioral health organization, with more than 20 years of experience, and its ties regionally and statewide to resources on this quest for providing a support arm to address youth mental health. Pursuit of this strategy was thoughtfully planned for student wellness and is in alignment and complimentary to the CARE Program. It will be sustained with the same dedication to finding partners to cost share for continuation. This team approach and mutual agreement demonstrates the commitment and the desire to continue the efforts beyond the initial funding periods.

CCS provides "in-kind" support of administration for the program and does a thorough job of evaluating program impact to determine areas that need improvement. CCS has a demonstrated commitment to the mentoring program by purchasing the program, employing a coordinator, building relationships with school district personnel, and setting up the program for mentors to earn classroom credits. The organization is committed to work with community partners to find avenues for continued funding, but again because all partners are currently contributing financial resources, without the financial support for a portion of the SPURS program manager's time, this would be extremely difficult.

An unanticipated outcome of the SPURS program is creating a pathway for students interested in behavioral health careers! CCS offers scholarship opportunity for those pursuing higher education and behavioral health career.

# LCAC Community Benefit Initiative Budget Template

Start date of project: March 15,2021

End date of project: March 11,2022

(CARE Bold, SPURS non-bold)

Budget						In-Kind Cash Contribution	In-Kind non-Cash Contribution
<b>Personnel:</b>							
Name	Role	FTE	Salary Requested	Benefits Requested	Total Requested		
Ian Murray	CARE RN Supervisor	1	20,000	10,000	30,000	65,502	
CARE	Staff	5	0	0	0	0	300,000
Partners	Misc. Staff		0	0	0	0	1,601,183
Kaelyn Lindsay	SPURS Program Manager	0.5	19,396	604	20,000	1,715	
Andrea Fletcher	Admin	.07	4,160	0	4,160	0	
<b>Equipment and Supplies:</b>							
Name of Item	Description				Total Requested		
	Supplies				0	600	
<b>Travel:</b>							
Location	Description				Total Requested		
Throughout County	>2000 square miles				0	4,500	
<b>Other Expenses:</b>							
Name of Item	Description				Total Requested		
Misc.	Cell phone, utilities, IT				0	4,000	
Misc.	Cell phone, utilities, IT, insurance, audit				0	6,000	
Office Space	Morrow County Schools				0		14,000
Office Space	Morrow County Health Department				0		2,500
<b>GRAND TOTAL</b>					<b>\$54,160</b>	<b>\$382,317</b>	<b>\$1,917,683</b>

## Budget Justification



The Morrow County CARE Team is representative of a braiding of funds from a variety of community partners throughout the county that provide direct fiscal support. Partners include: Morrow County Board of Commissioners, Morrow County Health Department (MCHD), Morrow County School District (MCSD), Lone School District (ISD), Inter-Mountain Education School District (IMESD), Greater Oregon Behavioral Health Inc. (GOBHI). Shared labor resources are provided by Umatilla-Morrow Head Start, Oregon Department of Human Services (DHS) and the Blue Mountain Early Learning (BMEL) Hub.

The CARE Team has been so successful that more team members have been added to provide further support and enhance resources offered primarily to students and their families, but also links to other community partners services as needed.

This grant supports the CARE RN, Supervisor and the following is a description of in-kind support provided by partners which demonstrates the importance and the success of the CARE Team in Morrow County.

1. **Nurse Case Manager 1 FTE - \$95,502;** less \$30,000 requested funding leaves remainder of \$65,502 Expenses shared by Morrow County Health Department and Morrow County School District.

Additional positions that lend further support to the CARE Team services targeted to the school population include: Student Resource Officers (SRO), Counselors and Dental Hygienists. The fiscal contribution from additional community partners is not included in the budget above.

**Care Coordinators - Expenses** shared by Morrow County Health Department, Morrow County School District, Lone School District, Intermountain Education Service District, GOBHI and grants.

**Student Resource Officers (SRO) - Expenses** paid by Boardman Police Department and Morrow County Sheriff's Department.

**Counselors – Expenses** paid by Community Counseling Solutions, Morrow County School District, Lone School District GOBHI, EOCCO and grants.

**Expanded Practice Dental Hygienists – Expenses** paid by Advantage Dental by Dentaquest

The SPURS funding for this proposal supports personnel costs for the Student Mentor. CCS will provide in-kind support for administrative support functions of HR, IT, AP/AR and other related program support (postage, phone service, insurance, audit, legal support and etc.).



PO Box 469  
550 W Sperry St.  
Heppner, OR 97836  
541-676-9161  
Fax: 541-676-5662

### **Agreement to Participate in EOCCO Project**

Dear Morrow County CAC Chairperson,

We look forward to participating in the Bridge to Healthy Families Program starting 3/15/2021 and ending 3/11/2022.

Our organization agrees to promote the cross-age mentoring program (SPURS) to students and school personnel, identify, train and pair perspective mentors and mentees and conduct a depression screening on clients between the ages of 12-17 utilizing the PHQ9. CCS will also work with school administrators to review results of the Student Wellness Surveys. We understand that we will receive \$20,00.00.

Thank you for including us in this important project.

Sincerely,

Kimberly Lindsay  
Community Counseling Solutions  
kimberly.lindsay@ccsemail.org  
541-676-9161

[www.communitycounselingsolutions.org](http://www.communitycounselingsolutions.org)

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*Providing dynamic, progressive and diverse supports to improve the well-being of our communities.*



Morrow County Health Department  
110 N. Court St.  
P.O. Box 799  
Heppner, Oregon 97836  
(541)676-5421

**Agreement to Participate  
in EOCCO Project**

Dear Morrow County CAC Chairperson,

The Morrow County Health Department looks forward to participating in the Bridge to Healthy Families Program from March 15, 2021 to March 11, 2022.

Our organization agrees to participate in the Care Team Wellness Hub which represents an innovative braiding of resources that exist in Morrow County. The Hub consists of a CARE RN/Coordinator, primary medical, oral and mental health care providers, safety resource officers and early learning partners to provide immediate and efficient wraparound services to children and families.

We understand that we will receive \$30,000.00 to be utilized in the continuation of the very successful CARE program, providing services and needed supports to students and their families.

Thank you for including us in this important project.

Sincerely,

A handwritten signature in black ink that reads "Nazario Rivera".

Nazario Rivera, Morrow County Public Health Director  
Morrow County Health Department  
541-676-5421  
[nrivera@co.morrow.or.us](mailto:nrivera@co.morrow.or.us)

December 18, 2020

Dear Chairperson Fletcher,

The Morrow County Community Advisory Council (CAC) fully supports continuation of the successful CARE and SPURS Programs (Bridge to Healthy Families) in our schools and communities through funding from the EOCCO CAC Community Benefit Initiative Reinvestment Grant beginning March 15, 2021.

The members of the CAC and Community Health Improvement Partnership are an alliance between health care and human service providers and the community working together to identify health needs and implement strategies to improve the local health care system and health status of area residents. The need for care coordination for youth and families and the development of the CARE Program originated from community assessment and cooperative implementation. The development of the SPURS program was initiated after annual reviews of student wellness surveys for all schools in the county indicated a need for additional youth mental health support. We value the programs supported through this strong partnership immensely and both programs will continue to thrive if shared financial resources are secured.

Both programs provide regular updates to the CAC to help members maintain familiarity with program progress and resource needs which bolsters communication and relationships between partners. The CAC does not receive any funds directly, but works collaboratively to ensure the sustainability of the program. We appreciate your consideration of our request for funding.

Signed,

Morrow County Community Advisory Council

DocuSigned by:

Catherine Brenaman, Umatilla Morrow County Head Start

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DocuSigned by:

Don Russell, Morrow County Commissioner

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DocuSigned by:

Sonya Neal, Columbia River Health

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DocuSigned by:

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DocuSigned by:

Dail Dail

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DocuSigned by:

Bob Houser, Morrow County Health District

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DocuSigned by:

Katie Imes, Morrow County Loop Transportation

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DocuSigned by:

Rebecca Gardner, Oregon Child Development Coalition

ECDF229B73FC435...

DocuSigned by:

Heidi Bigler, Oregon DHS

9FA91161EE4B412...

December 18, 2020

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The Morrow County Community Advisory Council (CAC) fully supports continuation of the successful CARE and SPURS Programs (Bridge to Healthy Families) in our schools and communities through funding from the EOCCO CAC Community Benefit Initiative Reinvestment Grant beginning March 15, 2021.

The members of the CAC and Community Health Improvement Partnership are an alliance between health care and human service providers and the community working together to identify health needs and implement strategies to improve the local health care system and health status of area residents. The need for care coordination for youth and families and the development of the CARE Program originated from community assessment and cooperative implementation. The development of the SPURS program was initiated after annual reviews of student wellness surveys for all schools in the county indicated a need for additional youth mental health support. We value the programs supported through this strong partnership immensely and both programs will continue to thrive if shared financial resources are secured.

Both programs provide regular updates to the CAC to help members maintain familiarity with program progress and resource needs which bolsters communication and relationships between partners. The CAC does not receive any funds directly, but works collaboratively to ensure the sustainability of the program. We appreciate your consideration of our request for funding.

Signed,

Morrow County Community Advisory Council

DocuSigned by:  
*John Murray*  
28537D2F8B1647C...

DocuSigned by:  
*Jessica Reker*  
7377BDA483B147A...

DocuSigned by:  
*[Signature]*  
8E56D09663BC4F4...

DocuSigned by:  
*Kathryn Chaney*  
84E300B134244AC...

DocuSigned by:  
*Annie Kimbrel*  
8C9751EDCF744D5...

January 11, 2021

Dear Chairperson Fletcher,

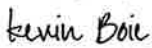
The Morrow County Community Advisory Council (CAC) fully supports continuation of the successful CARE and SPURS Programs (Bridge to Healthy Families) in our schools and communities through funding from the EOCCO CAC Community Benefit Initiative Reinvestment Grant beginning March 15, 2021.

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Both programs provide regular updates to the CAC to help members maintain familiarity with program progress and resource needs which bolsters communication and relationships between partners. The CAC does not receive any funds directly, but works collaboratively to ensure the sustainability of the program. We appreciate your consideration of our request for funding.

Signed,

Morrow County Community Advisory Council

DocuSigned by:  
  
CS2CD14491B240D...

**Exhibit B**

**Progress Report Template**

**Instructions:**

Please submit questions and completed reports to [CBIR@ohsu.edu](mailto:CBIR@ohsu.edu).

---

**Report Information:**

**Report (please indicate what report you are submitting)**

Progress Report 1

Progress Report 2

**Grantee name:**

**Project Title:** [Use same title from submitted proposal]

**Award Type (mark one):**

Opt In:	<input type="checkbox"/> Continuing Current Projects
<input type="checkbox"/> Comprehensive Diabetes Care	<input type="checkbox"/> LCAC
<input type="checkbox"/> Immunizations	<input type="checkbox"/> New Ideas
<input type="checkbox"/> Language Services	<input type="checkbox"/> Public Health Department
<input type="checkbox"/> COVID-19 primary care, hospital, and public health capacity building	

**Report date submitted:**

**Report submitted by: (name)**

**Phone number for questions:**

**Email address:**

---

**Narrative:**

1. Please provide a brief description of your project's goals that were outlined in your original proposal.
2. Describe your progress toward the project goals, including a description of your completed activities.

3. What challenges or barriers have you experienced and how have you addressed them (or plan to address them)?
  
4. Have there been any significant changes to your project, including any changes to proposed activities, staffing, goals, targeted incentive measures or clinical services, or other areas as outlined in your original proposal? (please explain)

**Data and Budget: Please refer to the Excel file that was emailed with your contract to assist in data and budget reporting. Email [CBIR@ohsu.edu](mailto:CBIR@ohsu.edu) if you need help locating or filling in your project's Excel file.**

5. DATA: Use the Excel data template to enter your project's progress in reaching EOCCO and non-EOCCO members. (No narrative needed here)
  
6. BUDGET: Use the Excel data template to enter the funds your project has expended so far. (No narrative needed here)
  
7. Have there been any significant changes to your project budget? (please explain)
  
8. Is your project on track to expend funds by end of the grant cycle? (please explain)

Note: If you would like to reallocate 10% or more of your budget from your original budget plan, please contact [CBIR@ohsu.edu](mailto:CBIR@ohsu.edu) to discuss next steps.



Exhibit C

Final Report Template

**Instructions:**

Please submit questions and completed reports to [CBIR@ohsu.edu](mailto:CBIR@ohsu.edu).

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**Report Information:**

**Grantee name:**

**Project Title:** [Use same title from submitted proposal]

**Award Type (check one):**

<input type="checkbox"/> Opt In:	<input type="checkbox"/> Continuing Current Projects
<input type="checkbox"/> Comprehensive Diabetes Care	<input type="checkbox"/> LCAC
<input type="checkbox"/> Immunizations	<input type="checkbox"/> New Ideas
<input type="checkbox"/> Language Services	<input type="checkbox"/> Public Health Department
<input type="checkbox"/> COVID-19 primary care, hospital, and public health capacity building	

**Report date submitted:**

**Report submitted by:** (name)

**Phone number for questions:**

**Email address:**

---

**Narrative:**

1. Please provide a brief description of your project's goals that were outlined in your original proposal.
2. Were there any significant changes to your project team, goals, or activities, targeted incentive measures, or clinical services outlined in your original proposal? (please explain)
3. What challenges or barriers did you experience and how did you address them?

4. What have been the most successful and the least successful aspects of your project?
5. Please share one or two stories that capture the impact of this project. (Such as people/communities the project has helped; lives that have changed; work that led to policy change, such as legislation or regulation; and quality improvement or research projects)
6. How has your project affected your organization and your community?
7. Was there any media coverage or publications related to this project? If yes, what type?
8. What is the plan for sustaining this project?

**Data and Budget: Please refer to the Excel file that was emailed with your contract to assist in data and budget reporting. Email [CBIR@ohsu.edu](mailto:CBIR@ohsu.edu) if you need help locating or filling in your project's Excel file.**

9. DATA: Use the Excel data template to enter your project's final total in reaching EOCCO and non-EOCCO members. (No narrative needed here)
10. Please share reflections of your overall data results, such as meeting your goals, modifying workflows, and other strategies implemented. (please explain)
11. BUDGET: Use the Excel data template to enter the total funds your project has expended. (No narrative needed here)
12. Were there any significant changes to your project budget that have not already been reported? (please explain)

Note: If you have unspent funds you would like to submit a rollover or extension request for, please email [CBIR@ohsu.edu](mailto:CBIR@ohsu.edu).



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

(For BOC Use)
Item #

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

Presenter at BOC: Mike Gorman
Department: Assessment & Tax
Short Title of Agenda Item: CAFFA Grant Resolution
(No acronyms please)

Phone Number (Ext): 541-676-5607
Requested Agenda Date: 4/21/21

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

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

N/A
Purchase Pre-Authorizations, Contracts & Agreements
Contractor/Entity:
Contractor/Entity Address:
Effective Dates - From: Through:
Total Contract Amount: Budget Line:
Does the contract amount exceed \$5,000? Yes No

Reviewed By:

Mike Gorman 4/15/21 Department Director Required for all BOC meetings
DATE
[Signature] 4/19/21 Administrator Required for all BOC meetings
DATE
Justin Nelson 4/19/21 County Counsel \*Required for all legal documents
DATE
Finance Office \*Required for all contracts; other items as appropriate.
DATE
Human Resources \*If appropriate
DATE
\*Allow 1 week for review (submit to all simultaneously). When each office has notified the submitting department of approval, then submit the request to the BOC for placement on the agenda.

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

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

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

Resolution stating Morrow County will fund Assessment & Tax, Tax Distribution and BoPTA functions for CAFFA Grant purposes.

CAFFA stands for "County Assessment Function Funding Assistance Program" which was created in the late 1980's after an economic recession affected County assessment and tax functions around the state. The funding comes from a portion of recording fees and a portion of delinquent property tax interest and is administered by Oregon Department of Revenue.

The Assessor has historically completed and submitted the grant application. The grant application requires a Resolution from the County Commission guaranteeing an adequate level funding for county assessment and tax functions and is due May 1.

The dollar amount listed on the attached resolution for review purposes contains budget numbers from the 2021-22 budget hearings. The dollar amount listed on the resolution matches the amount listed on the grant application and includes the entire budget for assessment and tax as well as portions of the Treasurer's budget for tax distribution and the BoPTA (Board of Property Tax Appeals) budget.

**2. FISCAL IMPACT:**

Positive

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

Motion to approve and sign

Attach additional background documentation as needed.

**From:** [Justin Nelson](#)  
**To:** [Mike Gorman](#)  
**Subject:** RE: Caffa Grant Application Resolution  
**Date:** Monday, April 19, 2021 9:25:46 AM  
**Attachments:** [R-2021- CAFFA Grant.docx](#)

---

Mike,

I just changed the Commissioner names (Russell as Chair), and it looks fine besides that. Same resolution we have used in the past, besides a \$150,000 increase compared to last years.

-Justin

---

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

---

**From:** Mike Gorman  
**Sent:** Thursday, April 15, 2021 2:45 PM  
**To:** Justin Nelson <[jnelson@co.morrow.or.us](mailto:jnelson@co.morrow.or.us)>  
**Subject:** Caffa Grant Application Resolution

Justin, could you take a quick look at the attached resolution? I copied what was used last year and updated the number (per Roberta) and the other pertinent information.

Thanks,

*Mike Gorman*  
*Morrow County Assessor/Tax Collector*  
*100 Court Street*  
*PO Box 247*  
*Heppner, OR 67836*  
*541-676-5607*

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

IN THE MATTER OF ASSESSMENT            )  
AND TAXATION GRANT BETWEEN         )       RESOLUTION NO. R-2021-11  
MORROW COUNTY AND OREGON            )  
DEPARTMENT OF REVENUE                )

**WHEREAS**, Morrow County is applying to the Department of Revenue in order to participate in the Assessment and Taxation grant; and

**WHEREAS**, this State grant provides funding for counties to help them come into compliance or remain in compliance with ORS 308.232, 308.234, Chapters 309, 310, 311, 312, and other laws requiring equity and uniformity in the system of property taxation; and

**WHEREAS**, Morrow County has undertaken a self-assessment of its compliance with the laws and rules that govern the Oregon property tax system and is generally in compliance with ORS 308.232, 308.234, Chapters 309, 310, 311, 312, and other laws requiring equity and uniformity in the system of property taxation;

**THE MORROW COUNTY BOARD OF COMMISSIONERS HEREBY RESOLVES:**

Morrow County agrees to appropriate the budgeted dollars based on 100 percent of the expenditures certified in the grant application in the amount of \$1,085,392.00, the total expenditure amount for consideration in the grant. If 100 percent is not appropriated, no grant shall be made to the County for the quarter in which the County is out of compliance.

Morrow County designates Michael Gorman as the County contact person for this grant application.

This Resolution shall be effective immediately.

Dated this 21<sup>st</sup> day of April 2021.

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

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

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

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

Approved as to Form:

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



# Form 1 Grant Application Staffing

2021-2022

	Column 1 Approved FTE current year (2020-21)	Column 2 Budgeted FTE coming year (2021-22)	Column 3 Change (Column 2 less Column 1)
County <u>MORROW</u>			
<b>A. Assessment administration</b>			
Assessor, deputy, etc. ....	1.00	1.00	0.00
Assmt. support staff, deed clerks and data entry staff	1.20	1.20	0.00
Total assessment administration staff .....	2.20	2.20	0.00
<b>B. Valuation and appraisal staff</b>			
Chief appraisers/appraiser supervisor .....	0.00	0.00	0.00
Lead appraisers.....	0.70	0.70	0.00
Residential appraisers .....	1.50	1.50	0.00
Commercial/industrial appraisers .....	0.20	0.20	0.00
Farm/forest/rural appraisers.....	0.30	0.30	0.00
Manufactured structure/floating structure appraisers	0.50	0.50	0.00
Personal property appraisers.....	0.10	0.10	0.00
Personal property clerks.....	0.10	0.10	0.00
Sales data analyst.....	0.60	0.60	0.00
Data gatherers and appraisal techs.....	0.00	0.00	0.00
Total valuation and appraisal staff .....	4.00	4.00	0.00
<b>C. Board of Property Tax Appeals (BoPTA)</b>	0.02	0.02	0.00
<b>D. Tax collection and distribution administration</b>			
Administration, deputy, etc.....	0.40	0.40	0.00
Support and collection .....	0.40	0.40	0.00
Tax distribution .....	0.30	0.30	0.00
Foreclosure and garnishment.....	0.00	0.00	0.00
Total tax collection and distribution .....	1.10	1.10	0.00
<b>E. Cartography and GIS administration</b>			
Cartographic/GIS supervisor.....	0.00	0.00	0.00
Lead cartographers .....	0.00	0.00	0.00
Cartographers.....	0.00	0.00	0.00
GIS specialists.....	0.00	0.00	0.00
Total cartographic and GIS staff .....	0.00	0.00	0.00
<b>F. Dedicated IT services for A&amp;T</b>	0.00	0.00	0.00
<b>G. Total assessment and taxation staffing</b>	7.32	7.32	0.00



## Form 2 Explanation of Staffing Issues

2021-2022

County MORROW

In this section, explain any difference between approved staffing for the current year and staffing for the budgeted year. Explain why any funded positions were unfilled for the current year. Use this form to describe the intended use of nonpermanent workers (temporary help, project temporaries, and contractors) by A&T function, along with their cost. Note any special or unique aspects regarding who accomplishes the work and how they accomplish it related to Forms 4, 5, and 6. For example, if you use staff to perform personal property functions, other than those reported on Form 1, Section B, note that here and include the FTE.

There is no change in staffing. Tax Collection is combined with Assessment.





# Form 3 General Comments

2021-2022

County MORROW

Use this form to describe any issue in your budget that needs further clarification. Examples include significant changes on Form 7, purchase of a new data processing system, salary increases, new car purchases, personnel services, costs for mapping, etc. You can also use this form to document any miscellaneous comments about this grant application.

The additional \$60,500 in budget line item "Professional Services" has two components, \$15,500 is for some contract appraisal help with the valuation of a newly constructed \$7,000 head dairy operation which was partly constructed in 2017 and 2018, when into bankruptcy, subsequently sold to a new owner who is currently in the process of obtaining the necessary permits to complete the dairy facility. I am not an expert in large dairy valuation and there is little or no market information regarding such properties. \$45,000 is for a contract with Lane County GIS Services to digitize our soils land class maps. The increase in budget line item "Dept. of Revenue Mapping" is for the increase in cartography needs.



# Form 4 Valuation and Appraisal Resources

**2021-2022**

County <u>MORROW</u>	Number of accounts by activity		Number of FTE by activity	
	Actual (2020-21)	Estimated (2021-22)	Actual (2020-21)	Estimated (2021-22)
<b>Activities</b>				
<b>1. Real property exceptions, special assessments and exemptions</b>				
New construction.....	520	550	0.40	0.50
Zone changes.....	1	1	0.10	0.10
Subdivisions, segregations, and consolidations ..	80	350	0.20	0.50
Omitted properties .....	5	5	0.05	0.05
Special assessment qualification and disqualification	25	125	0.20	0.50
Exemptions.....	35	35	0.20	0.30
Subtotal.....	666	1,066	1.15	1.95
<b>2. Appeals and assessor review</b>				
Assessor review and stipulations .....	30	35	0.10	0.10
BOPTA .....	5	5	0.05	0.05
Department of Revenue.....	5	5	0.10	0.10
Magistrate Division of the Oregon Tax Court.....	1	2	0.05	0.05
Regular Division of the Oregon Tax Court .....	0	1	0.00	0.00
Subtotal.....	41	48	0.30	0.30
<b>3. Real property valuation</b>				
Physical reappraisal.....	1,492	1,200	0.75	0.50
Recalculation only—no appraisal review .....	7,600	7,700	0.25	0.25
Subtotal.....	9,092	8,900	1.00	0.75
<b>4. Business personal property (returns mailed) .....</b>	500	500	0.30	0.30
<b>5. Ratio .....</b>			0.20	0.20
<b>6. Continuing education .....</b>			0.40	0.40
<b>7. Other valuation—appraisal activity .....</b>			1.00	1.00
<b>8. Total valuation and appraisal staff (FTE) .....</b>			4.35	4.90



# Form 5 Tax Collection and Distribution Work Activity

**2021-2022**

County MORROW

**Number of accounts  
by activity**

Actual (2020-21)	Estimated (2021-22)
---------------------	------------------------

<b>1. Number of accounts requiring roll corrections</b>		
Business personal property .....	3	5
Personal property manufactured structures .....	13	12
Real property .....	20	20
<b>2. Number of accounts requiring a refund</b>		
Business personal property .....	1	2
Personal property manufactured structures .....	10	10
Real property .....	85	75
<b>3. Number of delinquent tax notices sent</b>		
Business personal property .....	36	40
Personal property manufactured structures .....	110	115
Real property .....	555	550
<b>4. Number of foreclosure accounts processed</b>		
Real property only .....	11	15
<b>5. Number of accounts issued redemption notices</b>		
Real property only .....	5	5
<b>6. Number of warrants .....</b>	65	70
<b>7. Number of garnishments.....</b>	0	0
<b>8. Number of seizures .....</b>	0	0
<b>9. Number of bankruptcies.....</b>	2	5
<b>10. Number of accounts with an address change processed .....</b>	3,093	3,500
<b>11. How many second trimester statements do you mail? .....</b>	1,355	
<b>12. How many third trimester statements do you mail?.....</b>	1,234	
<b>13. Does the county contract for lock box service?.....</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
<b>14. Does the county use in-house remittance processing? .....</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
<b>15. Is tax collecting combined with another county function? .....</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
If yes, describe that function on Form 2.		



**Form 6**  
**Assessment and Administrative**  
**Support and Cartography**  
**Work Activity**

**2021-2022**

County MORROW

<b>Assessment and administrative support work activity</b>		
	<b>Numbers by activity</b>	
	Actual (2020-21)	Estimated (2021-22)
<b>1. Number of deeds worked .....</b>	832	950

<b>Cartography work activity</b>		
	<b>Numbers by activity</b>	
	Actual (2020-21)	Estimated (2021-22)
<b>1. Number of new tax lots .....</b>	47	300
<b>2. Number of lot line adjustments .....</b>	5	7
<b>3. Number of consolidations .....</b>	2	3
<b>4. Number of new maps .....</b>	2	4
<b>5. Number of tax code boundary changes .....</b>	1	2



# Form 7 Summary of Expenses

**2021-2022**

County MORROW

	A. Assessment Administration	B. Valuation	C. BOPTA	D. Tax Collection & Distribution	E. Cartography*	F. Dedicated IT services for A&T	Totals
<b>Current operating expenses</b>							
1. Personnel services	187,135	409,642	2,192	113,338	0	0	712,307
2. Materials and services	42,500	110,050	1,500	116,450	22,000	22,400	314,900
3. Transportation	2,000	4,000	0	500	0	0	6,500
4. Total current operating expenses (Total direct expenses)	231,635	523,692	3,692	230,288	22,000	22,400	1,033,707

\* Include approved grant funding for ORMAP

**Indirect expenses**

5. Total direct expenses (line 4) .....	1,033,707
6. If you use the 5 percent method to calculate your indirect expenses, enter 0.05 in this box. ....	0.05
<b>Total indirect expenses</b> (line 5 multiplied by line 6) .....	51,685
6A. If you use a percent amount approved by a federal granting agency to calculate your indirect expenses, enter that percentage in this box.....	0.00000
<b>Total indirect expenses</b> (line 6A multiplied by the direct expense amount for the category/categories that your certificate allows)	0
7. <b>Total indirect expenses</b> .....	51,685

**Capital outlay**

	Assessment Administration	Valuation	BOPTA	Tax Collection & Distribution	Cartography	Data Processing Support (IT, AT)	Total capital outlay without regard to limitation
8. Enter the actual capital outlay without regard to limitation.	0	0	0	0	0	0	0
9. Total direct and indirect expenses (sum of lines 4 and 7) .....							1,085,392
10. Direct and indirect expenses multiplied by 0.06 .....							65,124
11. The greater of line 10 or \$50,000.....							65,124
12. Capital outlay (the lesser of line 8 or line 11) .....							0
13. Total expenditures for CAFFA consideration (sum of lines 4, 7, and 12).....							1,085,392



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

(For BOC Use)
Item #

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

Presenter at BOC: Kate Knop
Department: Finance
Short Title of Agenda Item:
(No acronyms please)

Phone Number (Ext): x5302
Requested Agenda Date: 04/21/2021

Public Hearing - Supplemental Budget R-2021-8 for Special Transportation Fund,
STF Vehicle Reserve Fund and 5310 - FTA Grant Fund.

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: 15 minutes
Document Recording Required
Contract/Agreement
Appointments
Update on Project/Committee
Consent Agenda Eligible
Discussion & Action
Estimated Time:
Purchase Pre-Authorization
Other

N/A

Purchase Pre-Authorizations, Contracts & Agreements

Contractor/Entity:
Contractor/Entity Address:
Effective Dates - From: Through:
Total Contract Amount: Budget Line:
Does the contract amount exceed \$5,000? Yes No

Reviewed By:

Handwritten signatures and dates for Department Director, Administrator, County Counsel, Finance Office, and Human Resources.

Required for all BOC meetings
Required for all BOC meetings
\*Required for all legal documents
\*Required for all contracts; other items as appropriate.
\*If appropriate

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

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

# AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

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

Attached is the supplemental budget resolution R-2021-8 reallocating appropriations within the Special Transportation Fund, increasing appropriations in the STF Vehicle Reserve Fund, and increasing appropriations in the 5310 - FTA Grant Fund. The supplemental budget resolution increases appropriations by \$196,086.

Special Transportation Fund - moving appropriations from Materials & Services to Transfer to Other Funds in the amount of \$39,630, to provide matching funds for grants received.

STF Vehicle Reserve Fund - increasing revenue Transfer from Other Fund by \$15,804, and increasing Capital Outlay by \$15,804, to provide matching funds for the grant received.

5310 - FTA Grant Fund - increasing total revenue by \$180,282; \$156,456 for two additional grant agreements, and for \$23,826 for matching funds as required for grants received. The appropriations increase by \$180,282; Materials & Services by \$66,000, Capital Outlay by \$103,956, and Contingency by \$10,326.

A supplemental budget resolution is needed to increase appropriations in the STF Vehicle Reserve Fund and 5310 - FTA Grant Fund per Oregon Budget Law ORS 294.471(1)(b) - Supplemental budget in certain cases.

ORS 294.471 Supplemental budget in certain cases:

(1)(b) of this section, a pressing necessity that could not reasonably be foreseen when preparing the original budget or a previous supplemental budget for the current year or current budget period and that require prompt action.

## **2. FISCAL IMPACT:**

The net fiscal impact is increasing in budget appropriations in the amount of \$196,086 and the revising total appropriations budgeted for fiscal year 2021-2022 to \$61,581,008.

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

Move to approve the Supplemental Budget Resolution R-2021-8 as written.

Attach additional background documentation as needed.

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

IN THE MATTER OF INCREASING )  
 APPROPRIATIONS FOR FISCAL ) RESOLUTION NO. R-2021-8  
 YEAR BEGINNING JULY 1, 2020 )

WHEREAS, the above-entitled matter came before the Board of Commissioners on April 21, 2021; and

WHEREAS, Oregon Revised Statutes (“ORS”) Chapter 294, prescribes the manner of county and municipal financial administration; and

WHEREAS, ORS 294.471(1)(b) provides that a county may present a supplemental budget in certain cases, a pressing necessity that could not reasonably be foreseen when preparing the original budget or a previous supplemental budget for the current year or current budget period and that require prompt action.

BE IT RESOLVED, amounts shown below increase appropriations and unappropriated ending fund balance for the fiscal year beginning July 1:

	Current	Increase	Amended
	Appropriations	(Decrease)	Budget
<b>SPECIAL TRANSPORTATION FUND</b>			
Materials & Services	\$ 320,100	\$ (39,630)	\$ 280,470
Transfer to Other Funds	\$ 6,282	\$ 39,630	\$ 45,912
Total Increase/(Decrease) Special Transportation Fund	\$ 2,128,060	\$ -	\$ 2,128,060
<b>STF VEHICLE RESERVE FUND</b>			
Capital Outlay	\$ 146,250	15,804	\$ 162,054
Total Increase/(Decrease) STF Vehicle Reserve Fund	\$ 146,250	\$ 15,804	\$ 162,054
<b>5310 - FTA GRANT FUND</b>			
Materials & Services	\$ 42,340	\$ 66,000	\$ 108,340
Capital Outlay	\$ -	\$ 103,956	\$ 103,956
Contingency	\$ 33,396	\$ 10,326	\$ 43,722
Total Increase/(Decrease) 5310 - FTA Grant Fund	\$ 116,756	\$ 180,282	\$ 297,038
<b>Total APPROPRIATIONS, All Funds</b>			\$ 52,498,411
Total Unappropriation and Reserve Amounts, All Funds			\$ 9,082,597
<b>TOTAL ADOPTED BUDGET</b>			\$ 61,581,008



Dated this 21st day of April, 2021.

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

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

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

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

Approved as to Form:

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

PACKET: 00146-R-2021-8; Supplemental Budget

BUDGET CODE: CB-Current Budget

FUND ACCOUNT	DATE	DESCRIPTION	ADJUSTMENT	ORIGINAL BUDGET	PREVIOUS ADJUSTMENTS	NEW BUDGET	BUDGET BALANCE
-----							
Budget Adj. # 000302							
216 320-5-20-3747	4/21/2021	Transfer to Other R FIXED ROUTE DEPT: SPECIAL TRANSPORTATION	39,630.00-	210,000.00	0.00	170,370.00	170,370.00
216 320-5-50-5354	4/21/2021	Transfer from M&S F TRANSFER TO VEHICLE RESVE DEPT: SPECIAL TRANSPORTATION	15,804.00	0.00	0.00	15,804.00	0.00
216 320-5-50-5355	4/21/2021	Transfer from M&S F TRANS. TO 5310-MATCH FUNDS DEPT: SPECIAL TRANSPORTATION	23,826.00	6,282.00	0.00	30,108.00	17,377.00
225 320-3-90-3821	4/21/2021	Transfer Match from TRANSFER FROM STF FUND DEPT: SPECIAL TRANSPORTATION	15,804.00	0.00	0.00	15,804.00-	0.00
225 320-5-40-4407	4/21/2021	Transfer Match from VEHICLE REPLACEMENT DEPT: SPECIAL TRANSPORTATION	15,804.00	146,250.00	0.00	162,054.00	162,054.00
504 504-3-30-3144	4/21/2021	ODOT A/# 34261 STO OPERATING GRANT DEPT: 5310 FTA GRANT	13,500.00	0.00	0.00	13,500.00-	13,500.00-
504 504-3-30-3146	4/21/2021	CARES ODOT A/# 3484 5311 - GRANT DEPT: 5310 FTA GRANT	142,956.00	0.00	0.00	142,956.00-	142,956.00-
504 504-3-90-3828	4/21/2021	Transfer Match from TRANS. FROM STF-MATCH DEPT: 5310 FTA GRANT	23,826.00	6,282.00-	0.00	30,108.00-	17,377.00-
504 504-5-40-4402	4/21/2021	ODOT A/# 34261 EQUIPMENT DEPT: 5310 FTA GRANT	27,000.00	0.00	0.00	103,956.00	103,956.00
504 504-5-40-4402	4/21/2021	CARES ODOT A/# 3484 EQUIPMENT DEPT: 5310 FTA GRANT	76,956.00	0.00	0.00	103,956.00	103,956.00
504 504-5-50-5999	4/21/2021	Match for A/# 33587 CONTINGENCY DEPT: 5310 FTA GRANT	10,326.00	33,396.00	0.00	43,722.00	43,722.00
504 504-5-20-3230	4/21/2021	CARES ODOT A/# 3484 PUBLISHING DEPT: 5310 FTA GRANT	20,000.00	0.00	0.00	20,000.00	20,000.00
504 504-5-20-3240	4/21/2021	CARES ODOT A/# 3484 TELEPHONE/DATA DEPT: 5310 FTA GRANT	2,500.00	0.00	0.00	2,500.00	2,500.00

PACKET: 00146-R-2021-8; Supplemental Budget

BUDGET CODE: CB-Current Budget

FUND ACCOUNT	DATE	DESCRIPTION	ADJUSTMENT	ORIGINAL BUDGET	PREVIOUS ADJUSTMENTS	NEW BUDGET	BUDGET BALANCE
-----							
Budget Adj. # 000302							
504 504-5-20-3712	4/21/2021	CARES ODOT A/# 3484	2,500.00	0.00	0.00	2,500.00	2,500.00
OFFICE EXPENSE							
DEPT: 5310 FTA GRANT							
504 504-5-20-3715	4/21/2021	CARES ODOT A/# 3484	20,000.00	0.00	0.00	20,000.00	20,000.00
MAINT - OPERATING							
DEPT: 5310 FTA GRANT							
504 504-5-20-3725	4/21/2021	CARES ODOT A/# 3484	3,000.00	0.00	0.00	3,000.00	3,000.00
MISCELLANEOUS							
DEPT: 5310 FTA GRANT							
504 504-5-20-3748	4/21/2021	CARES ODOT A/# 3484	5,000.00	0.00	0.00	5,000.00	5,000.00
OUTREACH SUPPLIES							
DEPT: 5310 FTA GRANT							
504 504-5-20-3816	4/21/2021	CARES ODOT A/# 3484	1,000.00	0.00	0.00	1,000.00	1,000.00
DRUG & ALCOHOL TESTING							
DEPT: 5310 FTA GRANT							
504 504-5-20-3713	4/21/2021	CARES ODOT A/# 3484	12,000.00	0.00	0.00	12,000.00	12,000.00
DRIVER EXPENSE							
DEPT: 5310 FTA GRANT							
PACKET NOTES:							
TOTAL NO. ADJUSTMENTS--REVENUE:					4	196,086.00	
TOTAL NO. ADJUSTMENTS--EXPENSE:					15	196,086.00	
TOTAL IN PACKET--						392,172.00	

\*\*\* NO WARNINGS \*\*\*

\*\*\* NO ERRORS \*\*\*

\*\*\* END OF REPORT \*\*\*

# BMCC:

## A renewed commitment to the community

**Chris Brown, BMCC Board member**

**Connie Green, Interim President**

**John Field, Executive Vice President**

**Anne Morter, Workforce Training  
Center Director**

# Rural community college challenges in 2021

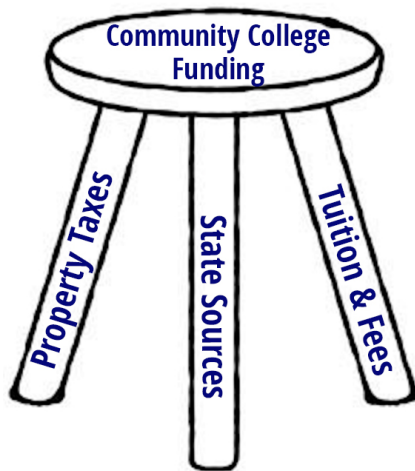
- Enrollment decline – BMCC down 13.7 % at the end of 2019/2020. And we are down 21.5% year to date.
- Budget challenges – BMCC must fill a \$1.8 million budget hole for 2021/2023. With another potential challenge in 2023/2025 of .4.
- Poverty (i.e., food/housing insecurity) – 53% of BMCC students reported being either food or housing insecure in 2020.
- Pandemic-limited contact:
  - Decreased hands-on CTE offerings
  - Limited connections with students – wraparound services
  - Decreased connections to high schools, universities, businesses, partners
  - Closed campus – online classes and services.

# The “right” way forward

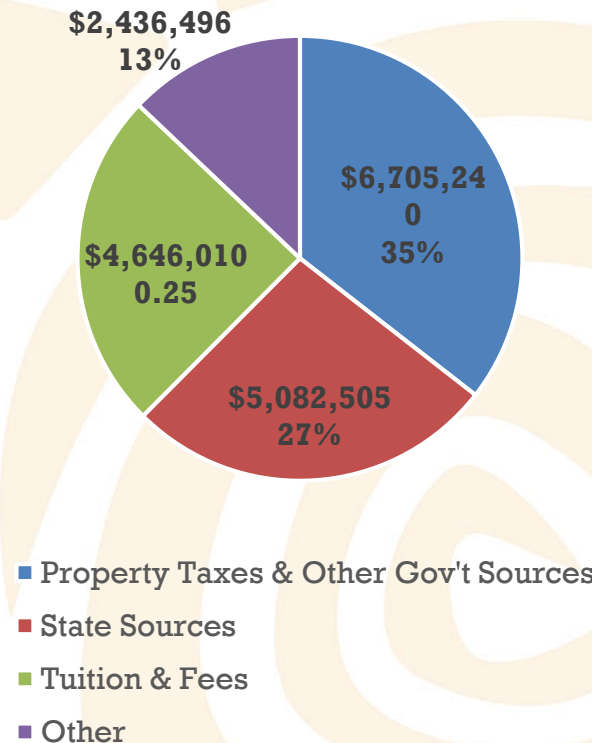
- Right-Size
  - Become the strongest, best college we can be with 1,000 FTE
- Right-Direction
  - Identify & meet the unique needs of our communities
- Right-Growth
  - Scale up programs & services based on those needs

# Addressing Budget

- Funding (primarily) a 3-legged stool



## BMCC Proposed General Fund 2020-21 Revenue Budget



# Addressing Budget

- BMCC reduced its 2020-21 budget by nearly \$2 million
  - Eliminated 24 positions
  - Reduced materials/services, travel, staff development



# A transparent path forward

- Inclusive conversations with faculty, staff, students & community
- Intensive internal review of department budgets, organizational structures, potential revenue options
- Nothing is off the table for discussion

# A transparent path forward

- What's needed:
  - **Structural organization**
  - **Thoughtful Plan**
  - **Sustainable budget** that provides students/community with programs/services that are stable, predictable, flexible & nimble

# Where we are

- Blue Mountain Community College is relevant. Will continue to offer programs that lead to careers.
- BMCC has balanced revenue and expenditures and revised the organization.
- Reductions of 1.9 M that we keep us balanced for 2 year-the biennium and the next biennium
- Budget Committee, Board and staff and faculty 4 workshops to address the needs
- Budget finalized in June.

# Our Commitment

- Strengthening BMCC so that it can **thrive** and be the **affordable, high-quality** educational option for eastern Oregon
- Working with local industries to put eastern Oregonians **back to work & reinvigorate** our local economy
- Being “Students First”

# Questions

- How can the county partner and or collaborate with BMCC? Let us know your workforce and training needs and we can develop a shared plan.
- What messaging are you currently providing to students in Morrow County about the opportunities at BMCC? Prior to COVID, hosted tours of school groups with insight into the IST lab and DCT programs as well as college in general. The WTC was the site of the Technology Students Association (TSA) regional competitions three times a year. Riverside High School has a very involved counselor who has coached an average of 8 students a year to an AAOT in concurrence with their HS diploma. The school district pays for the expanded options (full price) and maybe their dual credit. The other schools in the county (two districts, Morrow County SD and Lone SD) use BMCC for at least some of their dual credit. The Foundation awards a great many scholarships to Morrow County students. In 2019, I participated in a Decision Day at Riverside where all the seniors decided on their future plans and something like 28 students indicated they were headed to BMCC.

# Questions

- Morrow County is working with Lone and Morrow County School District and helping fund a STEAM program. What role could BMCC have with the STEAM program? [We have ECC classes in most STEAM areas so we can connect with them.](#)
- Is there an opportunity to collaborate with the STEAM, BMCC WORKFORCE CENTER and Oregon Military Base STARBASE PROGRAM? I WOULD HOPE SO - WHAT DO YOU SEE? [We are not sure. Tell us more.](#)

# Questions

- How can we connect our Farm and Business Mentor Programs? We don't currently have anything developed. Ag, Business and SBDC do have some programs. We should discuss what is currently in the mentor program and how to connect.
- What opportunities are there to have a relationship with WSU Tri-Cities for In State tuition? Great question in that we are finalizing the agreement now.
- How is BMCC partnering with OSU Extension, such as internship programs? BMCC has been advertising Columbia Works student internships on Canvas (the college location for courses and announcement). We work closely with OSA at PIAF.

# Questions

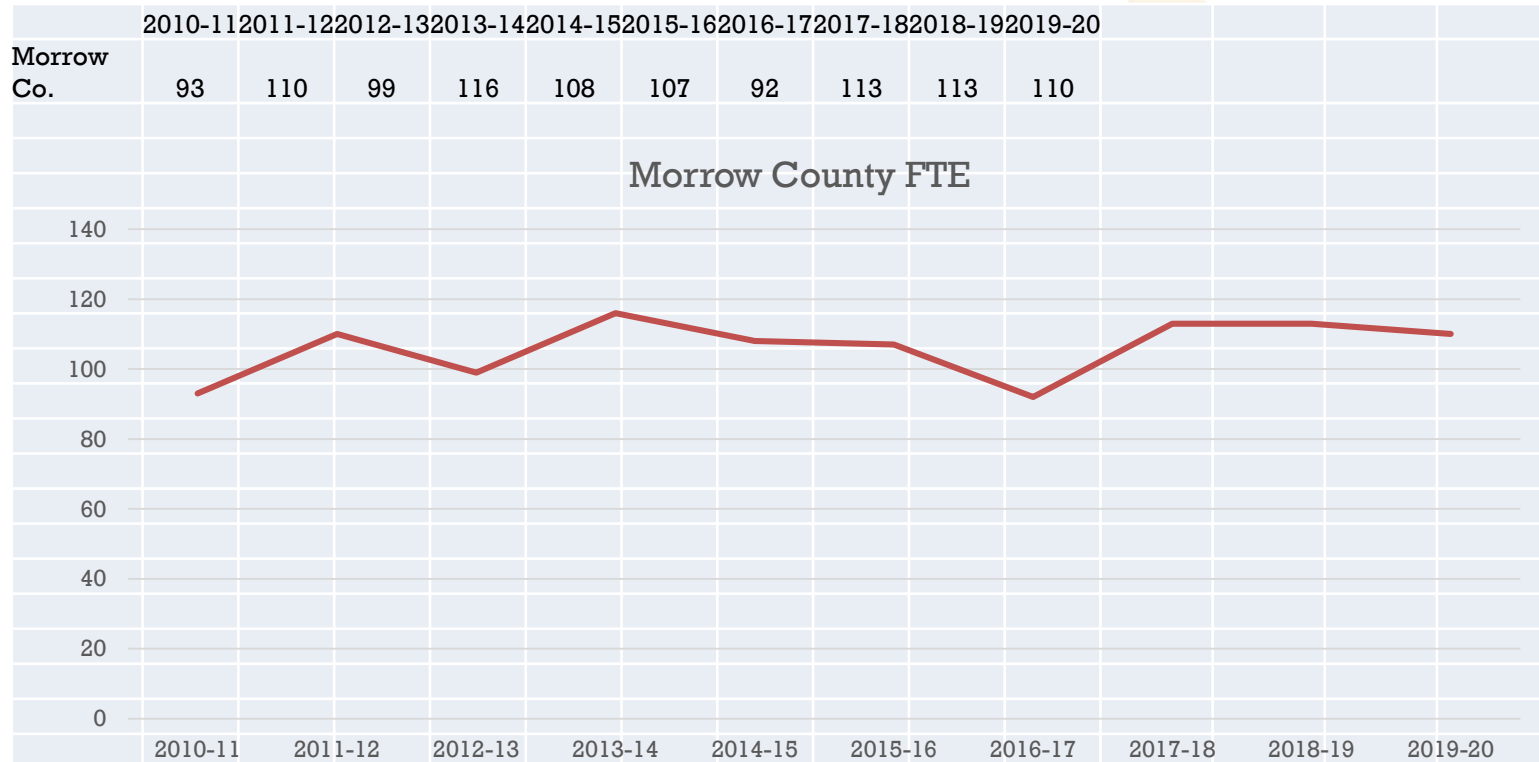
- What Continuing Education opportunities does BMCC offer? We will have a list of industry trainings that were advertise throughout the county and the region. Looking forward to offering trainings on the forklift simulator. Another opportunity is the real estate and property management classes we have been offering for the past six or seven years.
- Nurses are in short supply here in Morrow County. How can Morrow County collaborate with BMCC to help fill positions here? It is a question we have not found a solution to. We know there are also needs for mechanics, accountants, CMA's and other job skills that Morrow County needs badly.



# Our Commitment

# Our Community

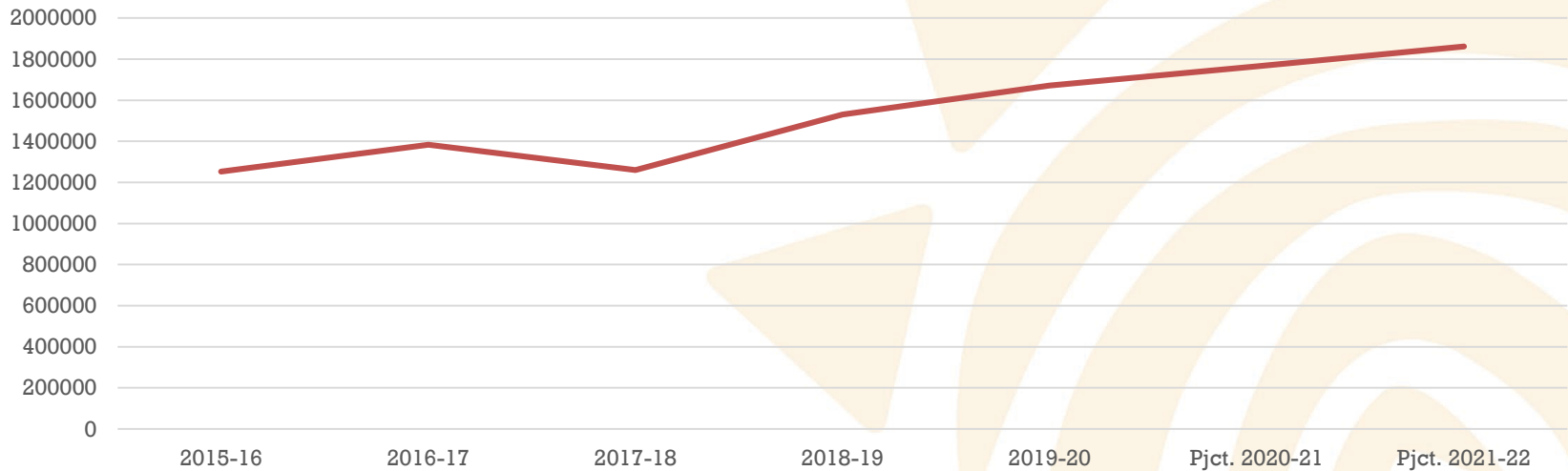
# Morrow County FTE



# Morrow County Property taxes

	2015-16	2016-17	2017-18	2018-19	2019-20	Pjct. 2020-21	Pjct. 2021-22						
Morrow Co.	\$1,253,071	\$1,383,249	\$1,259,711	\$1,529,721	\$1,672,164	\$1,765,267	\$1,860,859	Based upon 5.41% increase above the current year					

Morrow County Property Taxes



# Questions?

**Dr. Connie Green**

**Interim President**

**[cgreen@bluecc.edu](mailto:cgreen@bluecc.edu)**



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

(For BOC Use)  
 Item #  
 66

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

Presenter at BOC: Eric Imes  
 Department: Public Works - Roads  
 Short Title of Agenda Item:

Phone Number (Ext): 541-256-0576  
 Requested Agenda Date: 4/21/2021

(No acronyms please)      **Award of Hot Mix Asphalt RFP**


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

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

N/A      Purchase Pre-Authorizations, Contracts & Agreements

Contractor/Entity: **American Rock Products**  
 Contractor/Entity Address: **28937 NW Livestock Rd. Hermiston, Or.**  
 Effective Dates – From: **April 26th 2021**      Through: **November 1st. 2021**  
 Total Contract Amount: **\$174,000 to \$225,000**      Budget Line: **202-220-5-20-2504**  
 Does the contract amount exceed \$5,000?     Yes     No

Reviewed By:

_____	Department Director	Required for all BOC meetings
 _____	DATE: 4/19/21 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)**

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

We are moving into Asphalt season. Two Asphalt suppliers responded to my request for proposal. I would like to award both American Rock Products and Granite a contract with American Rock Products being my preferred supplier due to plant location. Having a second contract will allow me to buy asphalt from a secondary supplier in the event my preferred supplier cannot supply material for any reason. The second contract will lock in a price for the season.

Attached is a simple spreadsheet showing the total project cost. At the 3700 ton mark the county will have saved approximately \$47,000 picking up our mix from American Rock.

**2. FISCAL IMPACT:**

The purchased hot mix asphalt would pull from my materials and services road fund budget  
202-220-5-20-2504

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

Motion to award both American Rock and Granite a contract to supply this years hot mix asphalt with American Rock being the preferred supplier.

Attach additional background documentation as needed.

**AMERICAN ROCK**

LINE ITEM	UNIT	RATE	QUANTITY	SUB TOTAL
Crew & Equipment	per hour	\$ 2,800.00	60	\$ 168,000.00
3/8" hot mix	per ton	\$ 47.00	3,700	\$ 173,900.00
<b>PROJECT TOTAL</b>				<b>\$ 341,900.00</b>

**GRANITE CONSTRUCTION**

LINE ITEM	UNIT	RATE	QUANTITIY	SUB TOTOAL
Crew & Equipment	per hour	\$ 2,800.00	80	\$ 224,000.00
3/8" hot mix	per ton	\$ 44.75	3,700	\$ 165,575.00
<b>PROJECT TOTAL</b>				<b>\$ 389,575.00</b>



**REQUEST FOR PROPOSAL**

**CLASS C HOT MIX ASPHALT (as specified below)  
3/8" HOT MIX ASPHALT (as specified below)  
CSS-1H TACK OIL**

**APRIL 2021 – NOVEMBER 2021**

**QUOTES DUE:**

**Thursday April 1ST. 2021 – 2:30pm**

**Morrow County Public Works  
P. O. Box 428  
365 West Highway 74  
Lexington, Oregon 97839  
ATTN: Eric Imes - [eimes@co.morrow.or.us](mailto:eimes@co.morrow.or.us)**



**THIS IS A REQUEST FOR PROPOSAL TO SUPPLY (at supplier's location) Class C Hot Mix Asphalt, 3/8" Hot Mix Asphalt, and CSS-1H Tack Oil**

**INSTRUCTIONS TO PROPOSERS:**

**IP-1 Time and Place for Receiving Proposal**

- A. Proposals for the herein described materials will be received by Morrow County Public Works on or before Thursday April 1<sup>st</sup>. 2021, 2:30 p.m., P.S.T.
- B. Proposals must be received at the Morrow County Public Works office, P.O. Box 428, 365 West Highway 74, Lexington, OR. 97839 on or before Thursday April 1<sup>st</sup>. 2021, 2:30 p.m., P.S.T.
- C. Proposals must be in a sealed envelope marked "Asphalt Proposal".
- D. Quotes will be opened Thursday April 1<sup>st</sup>. 2021, 2:30 p.m., P.S.T. at the Morrow County Public Works Office, 365 West Highway 74 Lexington, Oregon.

**IP-2 Scope of Materials**

- A. Supplier shall furnish to Morrow County Public Works at suppliers location, Class C Asphalt Hot Mix and CSS-1 Tack Oil as described below:

- Class C Mix            64-28 Liquid Asphalt  
   No more than 25% RAP (Reclaimed Asphalt Pavement)  
   0% RAS (Recycled Asphalt Shingles)
- 3/8" Mix                64-28 Liquid Asphalt    5.9%-6.9%  
   No more than 25% RAP        0% RAS  
   Gradation:    ½"    100%    passing  
                  3/8"    90%-100% passing  
                  #4    ≤90%    passing  
                  #8    32%-67% passing  
                  #200 2%-10%    passing
- Tack Oil                CSS-1H

- B. Morrow County estimates quantities of Class C Mix at approximately 500 tons during this time frame.
- C. Morrow County estimates quantities of 3/8" Mix at approximately 4000 tons during this time frame.

### **IP-3 Supplier Detail**

- Location of Plant 81500 Lind Rd. Hermiston, Or 97838
- Cost per ton Class C Hot Mix Asphalt \$43.00
- Cost per ton 3/8" Hot Mix Asphalt \$44.75
- Cost per ton CSS-1H Tack Oil \$550.00

### **IP-4 Right to Reject Offers**

Morrow County may reject any offer not in compliance with all prescribed public procurement procedures and requirements, and may reject for good cause any or all offers upon a finding by the County that it is in the public interest to do so.

### **IP-5 Contract Award**

- A. Proposals will be evaluated by a committee appointed by the Public Works Director. The contract will be awarded to the proposal deemed most advantageous to Morrow County. Proposals will be evaluated with consideration of turn around trucking time to the job site location.
- B. A decision to award the contract will be made in its entirety to a single or multiple suppliers as deemed necessary by Morrow County. The intent of awarding multiple suppliers is to continue paving work if the preferred supplier cannot supply required material for any reason. The contract award will be made within thirty business days of the opening of submitted quotes. Award of the contract will be made according to timelines available to the Board of Commissioners.
- C. Morrow County reserves the right to accept or reject any or all offers and waive any informalities and irregularities in offers.

IN WITNESS WHEREOF, the parties hereto have executed this Contract.

(CONTRACTOR)

MORROW COUNTY BOARD OF COMMISSIONERS

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

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

\_\_\_\_\_  
Granite Representative

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



**REQUEST FOR PROPOSAL**

**CLASS C HOT MIX ASPHALT (as specified below)  
3/8" HOT MIX ASPHALT (as specified below)  
CSS-1H TACK OIL**

**APRIL 2021 – NOVEMBER 2021**

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P. O. Box 428  
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ATTN: Eric Imes - [eimes@co.morrow.or.us](mailto:eimes@co.morrow.or.us)**

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                                    No more than 25% RAP        0% RAS  
                                    Gradation:    ½"    100%    passing  
  3/8"    90%-100% passing  
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  #8    32%-67% passing  
  #200    2%-10%    passing
  - Tack Oil                CSS-1H
- B. Morrow County estimates quantities of Class C Mix at approximately 500 tons during this time frame.
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**IP-3 Supplier Detail**

- Location of Plant 28937 NW Livestock Rd.
- Cost per ton Class C Hot Mix Asphalt \$47.00
- Cost per ton 3/8" Hot Mix Asphalt \$47.00
- Cost per ton CSS-1H Tack Oil \$500.00

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(CONTRACTOR)

MORROW COUNTY BOARD OF COMMISSIONERS

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

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

\_\_\_\_\_  
American Rock Products Representative

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



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

(For BOC Use)  
 Item #

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

Presenter at BOC: Matt Scrivner  
 Department: Public Works  
 Short Title of Agenda Item:  
 (No acronyms please)

Phone Number (Ext): 541-989-9500  
 Requested Agenda Date: 4/21/2021

**Approve new rate sheet with Anderson Perry and Associates**

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



- |   |   |
|---|---|
| <input type="checkbox"/> Order or Resolution                              | <input type="checkbox"/> Appointments                       |
| <input type="checkbox"/> Ordinance/Public Hearing:                        | <input type="checkbox"/> Update on Project/Committee        |
| <input type="checkbox"/> 1st Reading <input type="checkbox"/> 2nd Reading | <input checked="" type="checkbox"/> Consent Agenda Eligible |
| <input type="checkbox"/> Public Comment Anticipated:                      | <input checked="" type="checkbox"/> Discussion & Action     |
| Estimated Time:   | Estimated Time: <b>5 minutes</b>                            |
| <input type="checkbox"/> Document Recording Required                      | <input type="checkbox"/> Purchase Pre-Authorization         |
| <input type="checkbox"/> Contract/Agreement                               | <input type="checkbox"/> Other                              |

N/A

Purchase Pre-Authorizations, Contracts & Agreements

Contractor/Entity:  
 Contractor/Entity Address:  
 Effective Dates – From: \_\_\_\_\_ Through: \_\_\_\_\_  
 Total Contract Amount: \_\_\_\_\_ Budget Line:  
 Does the contract amount exceed \$5,000?     Yes     No

Reviewed By:

	<u>4/7/2021</u> DATE	Department Director	Required for all BOC meetings
	<u>4/16/21</u> DATE	Administrator	Required for all BOC meetings
_____	DATE	County Counsel	*Required for all legal documents
_____	DATE	Finance Office	*Required for all contracts; other items as appropriate.
_____	DATE	Human Resources	*If appropriate

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

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



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

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

Anderson Perry and Associates has provided Public Works with the new rate sheet for their services for the next year. We approved last years rate sheet in September and have been following those rates. They are requesting to adopt this years rate sheet during their normally scheduled time.

**2. FISCAL IMPACT:**

Public Works has a budget line for Engineering and Surveying services.

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

Motion to accept new rates from Anderson Perry and Associates effective May 1st 2021.

Attach additional background documentation as needed.

April 5, 2021

Matt Scrivner  
Morrow County Road Department  
P.O. Box 428  
Lexington, Oregon 97839

*Via email to [mscrivner@co.morrow.or.us](mailto:mscrivner@co.morrow.or.us)*

RE: Engineering Services Agreement - Fee Schedule

Dear Matt:

I am writing in regard to the Engineering Services Agreement dated October 9, 2019, most recently amended on September 1, 2020, between Anderson Perry & Associates, Inc. (AP) and Morrow County. Section B of that Agreement discusses compensation for engineering services according to AP's Hourly Fee Schedule attached to the Agreement as Exhibit B.

As we have discussed, our fee schedule is revised annually, and AP is requesting approval to update Exhibit B with the attached Hourly Fee Schedule dated April 1, 2021, to be effective as of April 15, 2021.

Thank you for your consideration, and please let me know if you have any questions or concerns.

Sincerely,

ANDERSON PERRY & ASSOCIATES, INC.

By   
Andy Lindsey, P.E.

AL/sg

Enclosure

cc: File No. 530-02-02

G:\Clients\Morrow County\530-02 General Engineering\Correspondence\Scrivner - Fee Schedule 2021.docx

## HOURLY FEE SCHEDULE

April 1, 2021

### PROFESSIONAL TECHNICAL STAFF

TECHNICIANS	ENGINEERING	ARCHAEOLOGY
Technician I ..... \$ 50.00	Engineering Technician I .....\$ 95.00	Archaeologist Technician I..... \$ 50.00
Technician II ..... \$ 60.00	Engineering Technician II .....\$100.00	Archaeologist Technician II..... \$ 55.00
Technician III ..... \$ 70.00	Engineering Technician III .....\$105.00	Staff Archaeologist I..... \$ 65.00
Technician IV ..... \$ 80.00	Engineering Technician IV .....\$110.00	Staff Archaeologist II..... \$ 70.00
Technician V..... \$ 85.00	Engineering Technician V .....\$115.00	Staff Archaeologist III..... \$ 75.00
Technician VI..... \$ 90.00	Staff Engineer I .....\$110.00	Senior Archaeologist I..... \$ 95.00
Technician VII..... \$ 95.00	Staff Engineer II .....\$120.00	Senior Archaeologist II..... \$115.00
Senior Technician I.....\$100.00	Project Engineer I .....\$125.00	
Senior Technician II.....\$110.00	Project Engineer II .....\$130.00	
Senior Technician III.....\$115.00	Project Engineer III .....\$135.00	<b>PROJECT REPRESENTATIVES</b>
Senior Technician IV.....\$120.00	Project Engineer IV.....\$140.00	Project Representative I ..... \$ 95.00
Senior Technician V.....\$125.00	Project Engineer V.....\$150.00	Project Representative II ..... \$100.00
Senior Technician VI.....\$130.00	Project Engineer VI.....\$155.00	Project Representative III ..... \$105.00
Senior Technician VII.....\$135.00	Project Engineer VII.....\$160.00	Project Representative IV ..... \$110.00
Senior Technician VIII.....\$160.00	Senior Engineer I .....\$165.00	
Senior Technician IX.....\$175.00	Senior Engineer II .....\$170.00	<b>OVERTIME</b>
	Senior Engineer III .....\$175.00	Overtime Surcharge ..... \$ 35.00
	Senior Engineer IV .....\$185.00	
	Senior Engineer V .....\$190.00	
	Senior Engineer VI .....\$195.00	
	Senior Engineer VII.....\$200.00	
	Senior Engineer VIII.....\$215.00	

### SURVEYORS AND CREWS

Survey Technician I ..... \$ 65.00	Professional Land Surveyor I ....\$120.00	Total Station ..... \$ 23.00
Survey Technician II ..... \$ 80.00	Professional Land Surveyor II ...\$135.00	ATV (4-hour minimum) ..... \$ 30.00
Survey Technician III ..... \$ 85.00	Professional Land Surveyor III ..\$145.00	Resource Grade GPS ..... \$ 20.00
Survey Crew Chief I ..... \$ 90.00	Professional Land Surveyor IV ..\$165.00	Electrofischer..... \$ 25.00
Survey Crew Chief II ..... \$ 95.00	Professional Land Surveyor V ...\$175.00	Unmanned Aircraft System (UAS/Drone) ..... \$ 45.00
Survey Crew Chief III ..... \$100.00	GPS Total Station .....\$ 40.00	GIS RTK GPS/GNSS Unit ..... \$ 30.00
	Robotic Survey Station .....\$ 30.00	

### OUT OF TOWN WORK

Mileage will be charged at the applicable IRS rate for vehicles, which is \$0.56 per mile for standard highway vehicles as of January 1, 2021. Mileage will be charged at \$0.75 per mile for vans and pickup trucks. Subsistence will be charged either per diem or actual cost, per contract. Lodging will be billed at actual cost.

### OTHER

Other miscellaneous, direct, and outside expenses, including special Consultants, will be charged at actual cost plus 10%.

Expert Witness will be charged at two times the standard hourly rate.

All accounts unpaid 30 days after date of invoice may be charged a service fee of 1.0% per month.

## Matt Scrivner

---

**From:** Andy Lindsey <alindsey@andersonperry.com>  
**Sent:** Wednesday, April 7, 2021 8:43 AM  
**To:** Matt Scrivner  
**Subject:** RE: AP Fee Schedule 2021  
**Attachments:** 20210407083238257.pdf

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

---

Matt, here is the new rate sheet with the changes marked in red. We've added a few classifications to account for some new staff and to expand the range of some areas. While not all rates have changed, generally, rates for surveyors and engineers are increased 3-5%.

We review our fee schedule annually to ensure that we remain competitive amongst our peers. This typically occurs in April of each year. Last year, we did not implement the adjustments until September so that is why it seems like we just did this no long ago.

Let me know if you have questions or need additional info.

Thanks  
Andy



Andy Lindsey, PE  
Senior Engineer  
Anderson Perry & Associates, Inc.  
1901 N Fir Street/PO Box 1107  
La Grande, OR 97850  
541-963-8309 office / 541-963-5456 fax  
541-280-3546 cell

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[Web](#)   [Facebook](#)

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**From:** Matt Scrivner <mscrivner@co.morrow.or.us>  
**Sent:** Tuesday, April 6, 2021 10:28 AM  
**To:** Andy Lindsey <alindsey@andersonperry.com>  
**Subject:** RE: AP Fee Schedule 2021

Warning! This message was sent from outside your organization and we are unable to verify the sender.

[Allow sender](#) | [Block sender](#)

Andy

I will work on getting this to the Board of Commissioners for approval. With budget hearings next week it will be at least the 21<sup>st</sup> of April before I can get this approved. Is there any chance of getting the sheet with the previous rates next to the old rates or a simple breakdown of changes?

Matt

## HOURLY FEE SCHEDULE

April 1, 2021

### PROFESSIONAL TECHNICAL STAFF

#### TECHNICIANS

Technician I	\$ 50.00
Technician II	\$ 60.00
Technician III	\$ 70.00
Technician IV	\$ 80.00
Technician V	\$ 85.00
Technician VI	\$ 90.00
Technician VII	\$ 95.00
Senior Technician I	\$100.00
Senior Technician II	\$110.00
Senior Technician III	\$115.00
Senior Technician IV	\$120.00
Senior Technician V	\$125.00
Senior Technician VI	\$130.00
Senior Technician VII	\$135.00
Senior Technician VIII	\$160.00
Senior Technician IX	\$175.00

#### ENGINEERING

Engineering Technician I	\$ 95.00
Engineering Technician II	\$100.00
Engineering Technician III	\$105.00
Engineering Technician IV	<i>NEW</i> \$110.00
Engineering Technician V	<i>NEW</i> \$115.00
Staff Engineer I	<i>+5</i> \$110.00
Staff Engineer II	<i>+5</i> \$120.00
Project Engineer I	<i>-5</i> \$125.00
Project Engineer II	<i>+5</i> \$130.00
Project Engineer III	<i>+5</i> \$135.00
Project Engineer IV	\$140.00
Project Engineer V	<i>+5</i> \$150.00
Project Engineer VI	<i>NEW</i> \$155.00
Project Engineer VII	<i>NEW</i> \$160.00
Senior Engineer I	<i>+5</i> \$165.00
Senior Engineer II	<i>+5</i> \$170.00
Senior Engineer III	<i>+10</i> \$175.00
Senior Engineer IV	<i>+10</i> \$185.00
Senior Engineer V	<i>+10</i> \$190.00
Senior Engineer VI	<i>+10</i> \$195.00
Senior Engineer VII	<i>+10</i> \$200.00
Senior Engineer VIII	<i>+10</i> \$215.00

#### ARCHAEOLOGY

Archaeologist Technician I	\$ 50.00
Archaeologist Technician II	\$ 55.00
Staff Archaeologist I	\$ 65.00
Staff Archaeologist II	<i>NEW</i> \$ 70.00
Staff Archaeologist III	<i>NEW</i> \$ 75.00
Senior Archaeologist I	<i>+5</i> \$ 95.00
Senior Archaeologist II	<i>+5</i> \$115.00

#### PROJECT REPRESENTATIVES

Project Representative I	\$ 95.00
Project Representative II	\$100.00
Project Representative III	\$105.00
Project Representative IV	\$110.00

#### OVERTIME

Overtime Surcharge	\$ 35.00
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### SURVEYORS AND CREWS

Survey Technician I	<i>+5</i> \$ 65.00
Survey Technician II	<i>+5</i> \$ 80.00
Survey Technician III	\$ 85.00
Survey Crew Chief I	\$ 90.00
Survey Crew Chief II	<i>+20</i> \$ 95.00
Survey Crew Chief III	<i>+20</i> \$100.00

Professional Land Surveyor I	\$120.00
Professional Land Surveyor II	<i>+5</i> \$135.00
Professional Land Surveyor III	<i>+10</i> \$145.00
Professional Land Surveyor IV	<i>+5</i> \$165.00
Professional Land Surveyor V	<i>+5</i> \$175.00
GPS Total Station	\$ 40.00
Robotic Survey Station	\$ 30.00

Total Station	\$ 23.00
ATV (4-hour minimum)	\$ 30.00
Resource Grade GPS	\$ 20.00
Electrofisher	\$ 25.00
Unmanned Aircraft System (UAS/Drone)	\$ 45.00
GIS RTK GPS/GNSS Unit	\$ 30.00

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### OTHER

Other miscellaneous, direct, and outside expenses, including special Consultants, will be charged at actual cost plus 10%.

Expert Witness will be charged at two times the standard hourly rate.

All accounts unpaid 30 days after date of invoice may be charged a service fee of 1.0% per month.



# AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners  
(Page 1 of 2)

(For BOC Use)  
Item #

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

Presenter at BOC: Tamra Mabbott  
Department: Planning  
Short Title of Agenda Item:  
(No acronyms please)

Phone Number (Ext): 541-922-4624 (5505)  
Requested Agenda Date: 04/21/2021

**Second Reading of Ordinance for Adoption of  
Goal 10 Housing Update to the Comprehensive Plan**

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

- |  |   |
|--|---|
| <input type="checkbox"/> Order or Resolution   | <input type="checkbox"/> Appointments                   |
| <input checked="" type="checkbox"/> Ordinance/Public Hearing:                        | <input type="checkbox"/> Update on Project/Committee    |
| <input type="checkbox"/> 1st Reading <input checked="" type="checkbox"/> 2nd Reading | <input type="checkbox"/> Consent Agenda Eligible        |
| <input type="checkbox"/> Public Comment Anticipated:                                 | <input checked="" type="checkbox"/> Discussion & Action |
| Estimated Time:  | Estimated Time: <b>10 minutes</b>                       |
| <input type="checkbox"/> Document Recording Required                                 | <input type="checkbox"/> Purchase Pre-Authorization     |
| <input type="checkbox"/> Contract/Agreement  | <input type="checkbox"/> Other                          |

N/A

Purchase Pre-Authorizations, Contracts & Agreements

Contractor/Entity:  
Contractor/Entity Address:  
Effective Dates – From:  
Total Contract Amount:  
Does the contract amount exceed \$5,000?  Yes  No

Through:  
Budget Line:

Reviewed By:

Tamra Mabbott      April 19, 2021      Department Director

Required for all BOC meetings

Darrell Green      4/19/21      Administrator

Required for all BOC meetings

\_\_\_\_\_  
DATE      County Counsel

\*Required for all legal documents

\_\_\_\_\_  
DATE      Finance Office

\*Required for all contracts; other items as appropriate.

\_\_\_\_\_  
DATE      Human Resources

\*If appropriate

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

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

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

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

On March 24, 2021 Board of Commissioners held a land use legislative hearing and approved a new Goal 10 Housing Chapter for the Comprehensive Plan.

Board held the First Reading of the Ordinance on April 7, 2021.

Proposal is to have the Second Reading of the Ordinance on April 21, 2021.

Ordinance to adopt is attached.

**2. FISCAL IMPACT:**

N/A

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

Second reading and motion to adopt Ordinance to adopt and amend the Comprehensive Plan to create a new Goal 10 Housing Chapter of the Comprehensive Plan.

Attach additional background documentation as needed.

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

AN ORDINANCE AMENDING THE MORROW	)	Ordinance Number
COUNTY COMPREHENSIVE PLAN TO ADOPT	)	ORD-2021-2
A NEW CHAPTER, GOAL 10 HOUSING	)	

**WHEREAS**, ORS 203.035 authorizes Morrow County to exercise authority within the County over matters of County concern; and

**WHEREAS**, Morrow County adopted a Comprehensive Land Use Plan which was first acknowledged by the Land Conservation and Development Commission on January 15, 1986, with the Economic Element update acknowledged in May 2016; and

**WHEREAS**, the Morrow County Planning Department, together with the Cities in Morrow County, retained a consultant to study and evaluate housing needs inside city limits and urban growth areas, where the final product was the 2019 Morrow County Housing Strategies Report; and

**WHEREAS**, the 2019 Housing Strategies Report recommended County replace the old and adopt a new Goal 10 Housing Chapter in the Comprehensive Plan; and

**WHEREAS**, the Morrow County Planning Commission held public hearings on December 8, 2020, January 19, 2021 and February 23, 2021, to consider the request and voted unanimously to recommend that the Board of Commissioners adopt the new Comprehensive Plan Chapter 10 Housing; and

**WHEREAS**, the Morrow County Board of Commissioners held a public hearing on March 24, 2021 and voted unanimously to adopt the Findings and adopt a new Comprehensive Plan Chapter 10 Housing; and

**NOW THEREFORE THE MORROW COUNTY BOARD OF COMMISSIONERS ORDAINS AS FOLLOWS:** THAT THE MORROW COUNTY BOARD OF COMMISSIONERS AMENDS THE MORROW COUNTY COMPREHENSIVE PLAN, GOAL 10 HOUSING AND ALSO ADOPTS AS A REFERENCE THE 2019 HOUSING STRATEGIES REPORT.

Section 1 Title of Ordinance:

This Ordinance shall be known, and may be cited, as the “Goal 10 Housing Chapter Update of the Comprehensive Plan.”

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#



Section 2 Affected and Attached Documents:

1. Board of Commissioners Staff Report and Findings of Fact Plan Amendment (AP-135-21)
2. June 2019 Morrow County Housing Strategies Report

Section 3 Effective Date:

This ordinance shall be effective 90 days from April 21, 2021, on July 15, 2021

Date of First Reading: April 7, 2021  
Date of Second Reading: April 21, 2021

**ADOPTED** BY THE MORROW COUNTY BOARD OF COMMISSIONERS THIS 21<sup>st</sup> DAY OF APRIL 2021.

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

---

Don Russell, Chair

---

Jim Doherty, Commissioner

---

Melissa Lindsay, Commissioner

Approved as to Form:

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Morrow County Counsel



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

(For BOC Use)
Item #

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

Presenter at BOC: Tamra Mabbott
Department: Planning
Short Title of Agenda Item:
(No acronyms please)

Phone Number (Ext): 541-922-4624 (5505)
Requested Agenda Date: 04/21/2021

Second Reading of Ordinance for Adoption of
Rural Residential 10 Acre Zone

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

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

N/A

Purchase Pre-Authorizations, Contracts & Agreements

Contractor/Entity:
Contractor/Entity Address:
Effective Dates - From: Through:
Total Contract Amount: Budget Line:
Does the contract amount exceed \$5,000? Yes No

Reviewed By:

Tamra Mabbott April 19, 2021 Department Director Required for all BOC meetings
Darrell Green 4/19/21 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

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

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

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

On March 24, 2021 Board of Commissioners held a land use legislative hearing and approved a new Rural Residential 10 Acre Zone to be added to the Morrow County Zoning Ordinance.

Board held the First Reading of the Ordinance on April 7, 2021.

Proposal is to have the Second Reading of the Ordinance on April 23, 2021.

Ordinance to adopt is attached.

**2. FISCAL IMPACT:**

N/A

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

Second reading and motion to adopt Ordinance to implement the new Rural Residential Zone and amend the Morrow County Zoning Ordinance.

Attach additional background documentation as needed.

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

AN ORDINANCE AMENDING THE MORROW	)	Ordinance Number
COUNTY ZONING ORDINANCE TO ADOPT	)	ORD-2021-3
A NEW RURAL RESIDENTIAL 10-ACRE ZONE	)	

**WHEREAS**, ORS 203.035 authorizes Morrow County to exercise authority within the County over matters of County concern; and

**WHEREAS**, Morrow County adopted a Comprehensive Land Use Plan which was first acknowledged by the Land Conservation and Development Commission on January 15, 1986, with the Economic Element update acknowledged in May 2016; and

**WHEREAS**, the Morrow County Planning Department, together with the Cities in Morrow County, retained a consultant to study and evaluate housing needs inside city limits and urban growth areas, where the final product was the 2019 Morrow County Housing Strategies Report; and

**WHEREAS**, the 2019 Housing Strategies Report recommended County adopt a new Rural Residential 10-Acre Zone; and

**WHEREAS**, the Morrow County Planning Commission held public hearings on November 24, 2020, December 8, 2020 and February 23, 2021, to consider the request and voted unanimously to recommend that the Board of Commissioners adopt the new Rural Residential 10-Acre Zone; and

**WHEREAS**, the Morrow County Board of Commissioners held a public hearing on March 24, 2021 and voted unanimously to adopt the Findings and adopt a new Rural Residential 10-Acre Zone; and

**NOW THEREFORE, THE MORROW COUNTY BOARD OF COMMISSIONERS ORDAINS AS FOLLOWS: THAT THE MORROW COUNTY BOARD OF COMMISSIONERS AMENDS THE MORROW COUNTY ZONING ORDINANCE.**

Section 1 Title of Ordinance:

This Ordinance shall be known, and may be cited, as the “Rural Residential 10-Acre Zone.”

#  
#  
#

Section 2 Affected and Attached Documents:

1. Board of Commissioners Staff Report and Findings of Fact Plan Amendment (AZ-134-20)

Section 3 Effective Date:

This ordinance shall be effective 90 days from April 21, 2021, on July 15, 2021

Date of First Reading: April 7, 2021  
Date of Second Reading: April 21, 2021

**ADOPTED BY THE MORROW COUNTY BOARD OF COMMISSIONERS  
THIS 21<sup>st</sup> DAY OF APRIL 2021.**

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

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Don Russell, Chair

---

Jim Doherty, Commissioner

---

Melissa Lindsay, Commissioner

Approved as to Form:

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Morrow County Counsel



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

(For BOC Use)
Item #

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

Presenter at BOC: Tamra Mabbott
Department: Planning
Short Title of Agenda Item:
(No acronyms please)

Phone Number (Ext): 541-922-4624 (5505)
Requested Agenda Date: 04/21/2021

Appoint Commissioner Melissa Lindsay to serve as co-chair of the Lower Umatilla
Basin Groundwater Management Area Subcommittee

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

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

N/A

Purchase Pre-Authorizations, Contracts & Agreements

Contractor/Entity:
Contractor/Entity Address:
Effective Dates - From: Through:
Total Contract Amount: Budget Line:
Does the contract amount exceed \$5,000? Yes No

Reviewed By:

Tamra Mabbott April 19, 2021 Department Director Required for all BOC meetings
Darrell Green 4/19/21 Administrator Required for all BOC meetings
County Council \*Required for all legal documents
Finance Office \*Required for all contracts; other items as appropriate.
Human Resources \*If appropriate

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

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

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

The Lower Umatilla Basin Groundwater Management Committee (LUBGWMA) is forming a new subcommittee to oversee research work of an Oregon State University Post doctoral scientist. the focus of the research is to understand the nitrate contamination in the aquifer.

**2. FISCAL IMPACT:**

N/A

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

Appoint Commissioner Lindsay to serve on the LUBGMA Subcommittee and co-chair the subcommittee.

Attach additional background documentation as needed.

## LUBGWMA Post Doc (3 Year Position)

**Location:** Hermiston Oregon (HAREC)

**Duration:** 3 years

**Reports to:** Todd Jarvis, OSU/INR-IWW & HAREC staff

**Guided By:** Multi-Disciplined LUBGWMA Committee including:

- Hydrologist from CTUIR - Water Sovereign Mission
- DEQ staff dedicated to LUBGWMA - Water Quality Agency Mission
- ODA Representative - Water Use Agency Mission
- OWRD hydrologist with a focus and experience within the Ordinance Alluvial Aquifer and the surrounding alluvial aquifers (Jen Woody) - Water Rights Mission
- OHA Hydrogeologist - Drinking Water Agency Mission
- 3 LUBGWMA Committee Members selected as follows
  - 1) Land application of industrial re-use water
  - 2) CAFO operations
  - 3) Agricultural application rates and monitoring
- A member of the Oregon Environmental Council
- A member of a local non-profit representing the regional value-added economy

**Budget:** \$129,000 to \$141,000/annually (\$393,000 total)

- Stipend at \$55,000 per year
- Fringe Benefit (OPE) estimated at 36% = \$19,200
- Organized Sponsored Activities at 53.5% = \$40,018
- IWW/HAREC Oversight estimated at 1 month per year at \$12,000 to \$24,000
- Estimated travel costs at \$3,000 per year

### **Position Summary**

1. Year 1: Harmonize various hydrogeologic conceptual models. Compare and contrast various hydrogeologic conceptual models including boundary conditions for any analytical or numerical models of the groundwater system. Compile and correlate groundwater flow, monitoring, barrier to flow, well construction, sub-area, cone of depression and other data sets compiled by ODA, OWRD, OHA, DEQ and public & private monitoring and permit reports to complete the following:
  - a. Compile and present report within 1 year from contract issuance on:
    - i. Regions of the 352,000 acre LUBGWMA that have monitoring and regulatory control and where facts indicate that those regions are hydrologically disconnected from other areas of the LUBGWMA
    - ii. An inferred map showing areas where connectivity could or could not exist and the data gaps present that prevents conclusion.
    - iii. Obtain peer review and present results, amend accordingly or justify reasoning for maintaining positions



2. Years 2-3: Develop one peer reviewed data set, using all data sets that better quantify and qualify:
  - a. Groundwater sub-areas based upon hydrology and hydrogeology, well construction, barriers to flow, pumping regime (i.e. cone of depression), and other man-made and natural indicators
  - b. Identify data gaps to development of sub-areas and recommend research, monitoring, modelling or other tools to fill data gaps
  - c. Develop a comprehensive LUBGWMA groundwater model or develop project plan for development of model to test scenarios in conjunction with LUBGWMA Task Force coordination.
  - d. Develop an estimate of the cost to establish monitoring control in areas where inference exists and where data needs to be generated to establish control (including what types and the timeline for establishing technically defensible conclusion).
  - e. Assess the applicability of a Technical Impractability Waiver (TIW) approach to the LUBGWMA based on hydrogeologic factors, contaminant-related factors; and remediation system design inadequacies.
  - f. Identify "hotspots" of groundwater contamination that may be severed from the LUBGWMA for more focused remedial investigations and feasibility studies either through RCRA or CERCLA.
  - g. Inventory other states where a TIW process may have been applied to both areas of concern that are managed by state agencies, as well as to nitrates.
  - h. Assess the potential of "prioritization" of groundwater for different uses based on water quality, perhaps moving from "beneficial" uses to "designated" uses.
  - i. Assess the feasibility of developing one of the first special purpose voluntary agreement among aquifer users in Oregon for the complex sand and gravel aquifer system(s) focusing on "designated" uses (see ORS 537.745)
  - j. Assess the feasibility of developing a Sole Source Aquifer petition for the Basalt Aquifer.

This position will provide economic, environmental and social value to the people of Oregon by supporting the sustainable management of our State's water resources, which are necessary for agricultural production, environmental protection, and supporting the life and livelihoods of urban and rural water users. Furthermore, integrative water quality research in each of Oregon's diverse geology Oregon are transferrable globally to arid and wet landscapes and in locations.

#### **Decision Making Guidelines**

This position is a post-doctoral position, and decisions made by this position are consistent with normal standards for tenure-track faculty. This includes applying for external grants, advising students, and selection of research and outreach projects. In general, these are reviewed by the department head.

#### **Position Duties**

This position has research duties as follows:

- 1) Research (95%) – Establish nationally recognized, externally funded research program in one or more of the topical areas listed above; generate scholarly outputs, in the form of peer-review journal articles

and other accepted forms of scholarship reflecting your research activities. The appointee will be expected to generate external grants and/or contracts for any appointment during the summer months.

3) Grant Writing (5%) – The appointee will be expected to generate external grants and/or contracts for any appointment to sustain future research.

The appointee will be expected to be responsive to and contribute to OSU initiatives for promoting student success and enhancing diversity at OSU.

#### **Minimum/Required Qualifications**

- Ph.D in Biological, Ecological, Agricultural, Civil, Environmental Engineering, or a related field such as Hydrogeology.
- Demonstrated scholarship in the area of groundwater analysis, modeling, and connection to related federal and state policies.
- Excellent communication skills.
- Commitment to promoting and enhancing diversity.

**Preferred Qualifications** (List qualifications that you prefer applicants possess, but are not required.)

- Demonstrated commitment to working collaboratively with other researchers/teams.
- Demonstrated commitment to working collaboratively with public agencies, non-governmental organizations, and agriculturalists.

#### **Working Conditions/Work Schedule**

Position is based in Corvallis (90%) and Hermiston (10%).

#### **Proposed Stipend/Range**

\$52-55K (Annualized Stipend for 12 months)

#### **Post Doc Handbook**

<https://gradschool.oregonstate.edu/sites/gradschool.oregonstate.edu/files/postdoc-handbook-2020.pdf>



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

(For BOC Use)
Item #

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

Presenter at BOC: Katie Imes
Department: The Loop
Short Title of Agenda Item:
(No acronyms please)

Phone Number (Ext): 541-676-5667
Requested Agenda Date: April 21st, 2021

CARES Needs Based Agreement #34843

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: Public Transportation Division Oregon Department Of Transportation
Contractor/Entity Address: 555 13th ST NE Salam, Oregon 97301
Effective Dates - From: March 1st, 2021 Through: June 30th, 2023
Total Contract Amount: \$142,956.00 Budget Line:
Does the contract amount exceed \$5,000? Yes No

Reviewed By:

Justin Nelson - email 4/13/2021 County Counsel
Kate Knop - email 4/1/2021 Finance Office
Human Resources
\*Allow 1 week for review (submit to all simultaneously). When each office has notified the submitting department of approval, then submit the request to the BOC for placement on the agenda.

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

# AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

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

Project Title: 5311 CARES Morrow County 34843

### Financial Information

This agreement is funded by the Federal program 49 U.S.C 5311 U.S. Department of Federal Transit Administration(FTA) and administered by the Oregon Department of Transportation (ODOT)– Public Transportation Division. The total award is \$142,956. No match is required for this agreement. Budget Resolution is required for budget #504 - 5310 FTA Grant fund, the resolution will increase revenue by the Agreement \$142,956.

### Project Description

#### 1. Operating Assistance \$66,000

This project provides funding to mitigate COVID-19 related impacts experienced by the Loop in support of agency survival, preservation of core essential services, compensation for hazard pay, personal protective equipment, and other pandemic related benefits, as well as avoidance of the loss of critical staff.

#### 2. Miscellaneous Equipment \$76,956

This project provides for the purchase of three portable sanitation units (one to be deployed at each of the Loop's fleet locations). This project also provides for the purchase and installation of protective barriers between drivers and passengers on our existing fleet.

See attached examples of equipment.

## **2. FISCAL IMPACT:**

Revenue to increase budget 504- FTA Grant Fund in the amount of \$142,956

Expenditures to Materials and Services - \$66,000 and Capital Outlay - \$76,956

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

Motion to approve and sign 5311 CARES Morrow County Agreement #34843

Attach additional background documentation as needed.



## Driver Protection System

Universal Design and Fit | Quick Install and Minimal Vehicle Modification

### Driver Guard Kit Options

#### Rotating Hinge Design — FMVSS 205 Compliant\*\* Single-Cab Door Cutaways with Front Pass. Entry



##### Complete Assembly

- Plexiglass Rear Upper Barrier
- Vinyl Clad Rear Lower Barrier
- Polycarbonate Side Barrier
- Forward Stop Stanchion
- Mounting/Assembly Hardware



##### Side Barrier Kit

- Polycarbonate Side Barrier
- Forward Stop Stanchion
- Mounting/Assembly Hardware



##### Side Barrier Kit w/ Rear Stanchion Pole

- Polycarbonate Side Barrier
- Forward Stop Stanchion
- Rear Stanchion Pole
- Mounting/Assembly Hardware

#### Sliding Hinge Design — FMVSS 205 Compliant\*\* Dual-Cab Door Cutaways



##### Complete Assembly

- (2) Plexiglass Rear Upper Barrier
- (2) Vinyl Clad Rear Lower Barrier
- Polycarbonate Side Barrier
- Mounting/Assembly Hardware



##### Center Barrier Kit

- Polycarbonate Center Barrier
- Mounting/Assembly Hardware



##### Center Barrier Kit w/ Co-Pilot Barrier

- Plexiglass Rear Upper Barrier
- Vinyl Clad Rear Lower Barrier
- Polycarbonate Center Barrier
- Mounting/Assembly Hardware

#### Textile Design — FMVSS 302 Compliant\*\*\*

Minivans, Full-Size Vans, Dual-Cab Door Cutaways



##### Textile Barrier Kit

- Automotive Vinyl
- 100% 20 Mil. Clear Flexible Chloride Poly

### Driver Guard Component Options



##### Rear Upper Barrier

- Plexiglass
- Mounting Hardware



##### Vertical Stanchion

- Vertical Stanchion Pole
- Mounting Hardware



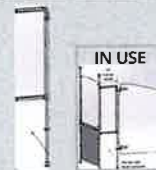
##### Rear Lower Barrier

- Vinyl Clad & Mounting Hardware
- Plexiglass & Mounting Hardware



##### Horizontal Stanchion

- Horizontal Stanchion Pole
- Mounting Hardware



##### Alternative Mounting Kit: Reverse "F" Stanchion

- (2) Horizontal Stanchion Pole
- (1) Vertical Stanchion Pole
- Mounting Hardware

\*\*Our polycarbonate side/center barriers are superior to plexiglass and AS-4 certified, meeting FMVSS 205 requirements.

\*\*\*Our textile barrier materials meet the Federal Motor Vehicle Safety Standard No. 302 (FMVSS 302) which specifies the burn resistance requirements for materials used in the occupant compartments of motor vehicles.



## Total Decontamination System

Heavy-Duty Commercial-Grade Design and Performance



### Decontamination Solutions for Vehicles, Facilities, Rooms and Equipment

Creative Bus Sales has expanded its services and expertise to help our marketplace adapt to new ways of operating safely during and beyond COVID-19. We have partnered with AeroClave®, Vital Oxide® and BioProtectors™ to bring you the latest in decontamination technology.



Creative Bus Sales is the exclusive distributor of AeroClave's Decontamination Systems for the bus/transit industry in the United States marketplace.

All AeroClave products are:

- ✓ **Made in America**
- ✓ **Buy America Compliant**

### Products

Our family of products are comprehensive, cost-effective, and environmentally safe solutions designed to combat the spread of infectious diseases. Every product provides consistent, reliable delivery of the right amount of disinfectant, decontaminating to OSHA and NFPA specifications every time.

					
RDS 3110T	RDS 6110	ADS	ADP-Ex Kit	APA	
					
Tripod	ADP-AS	Vital Oxide	SmartTouch	SmartShield RTU	BioProtect Hand Sanitizer

*While we have made every attempt to ensure that the information contained in this material has been obtained from reliable sources, Creative Bus Sales is not responsible for any errors or omissions, or for the results obtained from the use of this information. All information in this material is provided "as is", with no guarantee of completeness, accuracy or timeliness, and without warranty of any kind.*



## Benefits

Superior Technology

Effective and Safe

Fast and Flexible

Affordable

### Enhance Protection and Reduce Risk

#### Superior Technology

- ✓ Fogging, ClO2 systems ensure whole area decontamination coupled with fast turn-around times and ease-of-use
- ✓ Automated technology eliminates human error and ineffective techniques associated with wipe-down or other conventional cleaning methods
- ✓ Fine mist permeates entire area, disinfecting all surfaces while reaching into nooks and under furniture
- ✓ Consistent, reliable delivery of the disinfectant every time
- ✓ Data logging for proof of decontamination
- ✓ Operate remotely for reduced labor

#### Fast & Flexible

- ✓ Combines hands-free and hand-applied delivery methods
- ✓ Customizable, including vehicle retrofit
- ✓ Able to decontaminate several rooms at once and perform multiple cleanings per day
- ✓ Truly multi-functional — the same system used on a vehicle can be used throughout a property
- ✓ Quick and easy to deploy with minimal training

#### Effective and Safe (EPA-Approved and Lab-Tested)

- ✓ Vital Oxide® and SmartTouch® are EPA-approved disinfectants, killing 99.999%+ of bacteria and viruses
- ✓ Proven-effective against SARS-CoV-2, the coronavirus that causes COVID-19, in addition to other disease-causing pathogens
  - On EPA's [List N: Disinfectants for Use Against SARS-CoV-2](#)
  - Also proven-effective against MRSA, HIV-1, Hepatitis B & C, Ebola, MERS, CRE, E. coli, Norovirus, H1N1, Legionella pneumophilia, Salmonella, Listeria, mold, mildew and more
- ✓ Non-toxic and non-corrosive
  - Safe for electronics and treated surfaces
  - Safe to operate without PPE
  - No harmful VOCs or by-products
  - See material safety testing by [Boeing Corporation](#) and [SMI, Inc.](#)

#### Affordable

- ✓ Low cost of ownership and operation
- ✓ Per-treatment Vital Oxide cost is very affordable (Typical Cutaway: \$3 | 40' Transit/School: \$6)
- ✓ Less expensive than contracting an outside vendor
- ✓ 7 to 10-Year lifespan on RDS 3110T

### Comparing Effectiveness of UV and VHP Systems

#### Systems: UV vs. Fogging (AeroClave)

UV systems generally offer a faster room-turn time than fogging systems. However, there are several deficits of UV compared to fogging systems.

#### **Deficits of UV Systems vs. Fogging System**

- Capital investment is significantly higher than AeroClave ADS.
- Most UV systems lose effectiveness based upon distance and shading, and do not penetrate surfaces such as sheets, upholstery and curtains.
- Cannot be operated with humans in the room. All systems require motion sensors to shut off should a door open.
- UV-C bulbs can reach temperatures over 200 degrees, requiring caution following operation.

#### Cleaning Agent: VHP vs. ClO2 (AeroClave)

There are two basic chemical solutions used in No-Touch Decontamination (NTD) Systems: Vaporized Hydrogen Peroxide (VHP) and Chlorine Dioxide (ClO2).

Although **VHP systems** generally offer a higher efficacy result than UV systems, the highly dangerous toxicity of VHP eliminates it as a practical consideration for fleet operators.

**ClO2 systems** seem to offer the fast turn-around times of UV systems with the ability to ensure whole room decontamination utilizing a safe, EPA-approved disinfectant, coupled with ease-of-use.

[Learn More](#)



# Product Overview

	Product Model	Highlights
<b>Decontamination Systems</b>		
	<b>RDS 3110T</b> Portable Decontamination System	Decontamination for Vehicles, Facilities, Equipment. <ul style="list-style-type: none"> <li>• <b>Max Treatment Area:</b> Up to 9,000 Cubic Ft. Total (3,000 Cubic Ft. per ADP Port)</li> <li>• <b>Design:</b> (3) ADP Ports, 1 Gallon Solution Reservoir, Opt. Data Logger</li> <li>• <b>Delivery Methods:</b> Hand Application Mode, Tripod Mode, Port Mode</li> </ul>
	<b>RDS 6110</b> Portable Decontamination System	Decontamination for Vehicles, Facilities, Equipment. <ul style="list-style-type: none"> <li>• <b>Max Treatment Area:</b> Up to 15,000 Cubic Ft.</li> <li>• <b>Design:</b> <ul style="list-style-type: none"> <li>- Opt. 1: (4) Fixed Spray Heads, (2) ADP Ports</li> <li>- Opt. 2*: (6) ADP Ports <i>*In Development</i></li> <li>- Built-In Data Logger</li> </ul> </li> <li>• <b>Delivery Methods:</b> Aerosolized Application Mode Hand Application Mode, Tripod Mode, Port Mode</li> </ul>
	<b>ADS</b> Vehicle Decontamination System <ul style="list-style-type: none"> <li>• W/O Compressor</li> <li>• W/ Compressor</li> </ul>	Always On-Board Decontamination <ul style="list-style-type: none"> <li>• <b>Design:</b> Connections to Nozzle and Optional Modules, Built-In Data Logger, USB Port, 1 Gallon Solution Reservoir</li> <li>• <b>Mounting Options:</b> Flush-Wall Mount, Shelf Mount</li> </ul>
<b>Kit</b>		
	<b>ADP-Ex Kit</b> Flush Mount for Vehicle Decontamination	Disinfect hands-free by installing an ADP-Ex Kit on your vehicle or room and using an ADP-AS connection hose
<b>Parts</b>		
	<b>APA</b> Portable Applicator	A spray gun attached to a 25' cable that connect to your decontamination system
	<b>Tripod</b> To Mount APA	Disinfect hands-free by mounting an APA on a tripod
	<b>ADP-AS</b> Dual-Headed Hose	Dual-headed hose required to connect to ADP-Ex Kit
<b>Cleaning Solutions</b>		
	<b>Vital Oxide</b> <ul style="list-style-type: none"> <li>• 1 - 11 Cases*</li> <li>• 12 - 35 Cases*</li> <li>• 36 Case* Pallet</li> <li>• (1) 55-Gal. Drum</li> <li>• (4) 55-Gal. Drum Pallet</li> </ul>	An environmentally safe disinfectant, EPA-approved against SARS-CoV-2, the coronavirus that causes COVID-19, in addition to other disease-causing pathogens.  * 1 Case = Four 1 Gallon Bottles
	<b>SmartTouch</b> Hospital Disinfectant <ul style="list-style-type: none"> <li>• (1) 55-Gal. Drum</li> </ul>	An EPA-registered, hospital-grade disinfectant that eliminates a broad range of viruses and bacteria.
	<b>Smart Shield RTU</b> Antimicrobial Surface Protectant <ul style="list-style-type: none"> <li>• (1) 55-Gal. Drum</li> </ul>	An EPA-registered, water-based antimicrobial coating applied to surfaces for up to 90 days of protection against viruses, bacteria and molds.
	<b>BioProtect</b> Hand Sanitizer <ul style="list-style-type: none"> <li>• 1 Gallon</li> </ul>	A water-based hand sanitizer that moisturizes and hydrates your hands while providing up to 6 hours of protection against surface germs and bacteria.





# RDS 3110T Portable Decontamination System



## RDS 3110T

### Portable Decontamination System

The RDS 3110T disinfects vehicles, rooms, and equipment. The system provides three ADP's to power three separate remote devices. These can be three APAs for hand application, three APAs on tripods, or three ports for vehicles or rooms.

### Superior Design

The RDS 3110T is a rugged, lightweight, and portable decontamination system that can effectively treat spaces up to 9,000 cubic feet total (3,000 cubic feet per ADP Port). Larger spaces can be treated with multiple units. Weighing in at only 48 pounds, the 3110T is simple to use and requires minimal operator training. It is fully self-contained and can be set up and operating in minutes. The small form-factor allows it to be neatly tucked away until needed.

### Highlights

- **Max Treatment Area\***  
Up to 9,000 Cubic Ft. Total  
(3,000 Cubic Ft. per ADP Port)
- **Design**  
(3) ADP Ports, 1 Gal. Solution Reservoir
- **Delivery Methods**
  - Tripod Mode
  - Hand Application Mode
  - Port Mode
  - Up to 3 Vehicles Simultaneously
- **Compatibility**
  - ADP-Ex Kit (with ADP-AS)
  - APA
  - Tripod

\*Standard 40' bus is 2,000 cubic feet.

### Breakthrough Process

The RDS 3110T can be operated in either hands-free or hand-applied methods. Connect to the AeroClave Portable Applicator (APA) mounted on tripods, or a vehicle ADP-Ex port for hands-free area decontamination. You can also connect the APA to apply disinfectant by hand-spraying directly on high contact areas.



## RDS 3110T Delivery Methods



### Tripod Mode

Disinfect hands-free by mounting an APA on a tripod (up to 3 on the RDS 3110T)



### Hand Application Mode

Disinfect manually by hand-spraying the APA directly on high contact areas



### Port Mode

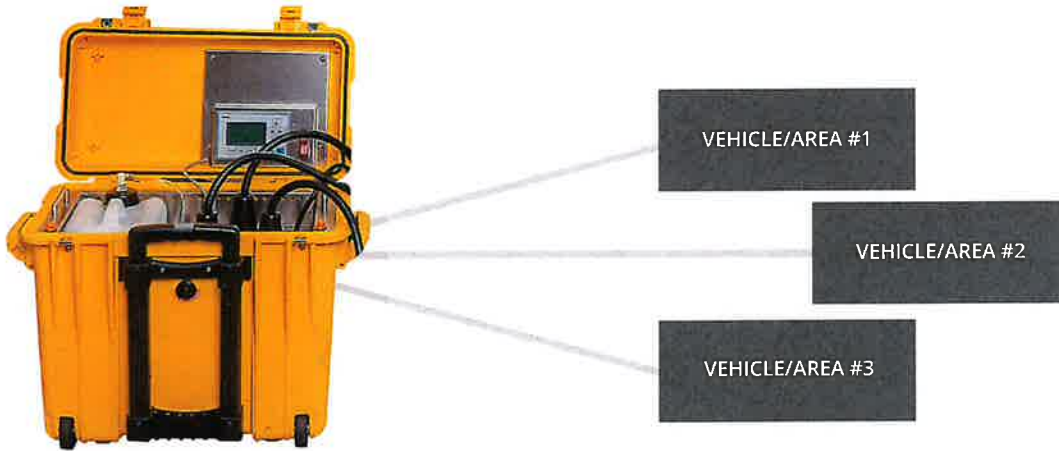
Disinfect hands-free by installing an ADP-Ex Kit on your vehicle or room and using an ADP-AS connection hose



## RDS 3110T Portable Decontamination System (Cont.)

### Decontaminate Up to 3 Vehicles/Areas Simultaneously

Maximize efficiency by connecting 3 APAs or 3 ADP-AS hoses to your RDS 3110T unit at once. You can operate the APAs manually by hand-spraying, or hands-free by mounting on tripods. You can also disinfect hands-free by installing an ADP-Ex Kit on each vehicle or room and using 3 ADP-AS connection hoses.



### Process Times by Vehicle

#### *Ford E-Series Chassis — 22' Cutaway Bus* (712 Cubic Feet)

**1 Nozzle: 25 - 30 Minutes**

- 9 Minute Fog
- 10 Minute Dwell
- 5 - 10 Minute Aeration

**2 Nozzles: 20 - 25 Minutes**

- 5 Minute Fog
- 10 Minute Dwell
- 5 - 10 Minute Aeration

#### *Ford F-Series Chassis — 32' Cutaway Bus* (1,160 Cubic Feet)

**1 Nozzle: 34 - 39 Minutes**

- 14 Minute Fog
- 10 Minute Dwell
- 10 - 15 Minute Aeration

**2 Nozzles: 27 - 32 Minutes**

- 7 Minute Fog
- 10 Minute Dwell
- 10 - 15 Minute Aeration

#### *Ford E-Series Chassis — 27' Cutaway Bus* (871 Cubic Feet)

**1 Nozzle: 30 Minutes**

- 10 Minute Fog
- 10 Minute Dwell
- 10 Minute Aeration

**2 Nozzles: 25 Minutes**

- 5 Minute Fog
- 10 Minute Dwell
- 10 Minute Aeration

#### *40' School/Transit Bus* (1,969 Cubic Feet)

**1 Nozzle: 43 - 48 Minutes**

- 23 Minute Fog
- 10 Minute Dwell
- 10 - 15 Minute Aeration

**3 Nozzles: 28 - 33 Minutes**

- 7 Minute Fog
- 10 Minute Dwell
- 10 - 15 Minute Aeration

**2 Nozzles: 32 - 37 Minutes**

- 12 Minute Fog
- 10 Minute Dwell
- 10 - 15 Minute Aeration



# RDS 6110 Portable Decontamination System



## RDS 6110

### Portable Decontamination System

The RDS 6110 tackles the big jobs. It uses the proprietary AeroClave Process™ to decontaminate large spaces, from vehicles to rooms and facilities. The RDS 6110 can effectively treat spaces up to 15,000 cubic feet. With six configurable heads, the RDS 6110 can decontaminate irregular-shaped areas. Combine units to scale to even larger volumes.

The RDS 6110 can be operated in either hands-free or hand-applied methods. Use the aerosolized application mode, or the optional AeroClave Portable Applicator (APA) mounted on a tripod for hands-free area decontamination. You can also use the APA to apply disinfectant by hand-spraying directly on high contact areas.

### Software and Control System

The RDS 6110 is equipped with a management tracking software monitor and control system. Software is intuitive and easy to use, requiring minimal training to operate.



### Optional Barcode Capabilities

Vehicles, rooms and assets may be tagged with standard barcodes for easy retrieval of configuration data by the onboard asset tracking software. Please contact us for specifications for a compatible barcode reader.



### Highlights

- **Max Treatment Area\***  
Up to 15,000 Cubic Ft. Total
- **Design**
  - Opt.1: (4) Fixed Heads (2) ADP Ports
  - Opt.2\*\*: (6) ADP Ports
  - Built-In Data Logger
- **Delivery Methods**
  - Aerosolized Application Mode (Opt.1)
  - Hand Application Mode
  - Tripod Mode
  - Port Mode
  - 2 - 6 Vehicles At Once (Per Design)
- **Compatibility**
  - ADP-Ex Kit (with ADP-AS)
  - APA
  - Tripod

\* Standard 40' bus is 2,000 cubic feet.  
\*\* RDS 6110 Design Opt. 2 is currently under development.

## RDS 6110 Delivery Methods



**Aerosolized Application Mode**  
Design Opt. 1 contains (4) fixed spray heads to directly deliver the disinfectant solution



**Hand Application & Tripod Mode**  
Disinfect manually by hand-spraying, or hands-free by mounting the APA on a tripod (up to 6 on the RDS 6110)



**Port Mode**  
Disinfect hands-free by installing an ADP-Ex Kit on your vehicle or room and using an ADP-AS connection hose



# ADS Vehicle Decontamination System



## ADS

### Vehicle Decontamination System — Always On-Board

The AeroClave™ ADS is the first decontamination system directly integrated into your new or existing vehicle. The ADS utilizes an EPA-approved hospital disinfectant to give users the ability to decontaminate their vehicles and equipment after every transport.

The ADS provides the most convenient, hands-off solution to decontaminate your vehicle's interior quickly, safely, and effectively. The AeroClave process provides consistent, reliable delivery of the perfect amount of disinfectant, decontaminating to OSHA and NFPA specifications every time.

#### Highlights

- **Mounting Options**
  - Interior Flush-Wall Mount
  - Interior Shelf Mount
- **Design**  
Connections to Nozzle Assembly and Optional Modules, Built-In Data Logger, USB Port, 1 Gal. Solution Reservoir
- **Compatibility**
  - Opt. Air Compressor Module
  - Opt. APA Module

- Fast turnaround and hands-free technology allows you to redeploy staff to highest and best use
- Reduces your staff's exposure to dangerous pathogens
- Decontaminate even hard-to-reach surfaces
- Safe for sensitive equipment
- Low cost of operation and ownership
- Consistent and reliable delivery of disinfectant, not achievable through manual cleaning methods
- Environmentally-friendly process
- Decontaminate between transports for maximum protection



## No-Touch Disinfection for All Your Vehicles



**Nozzle Assembly**  
Permanently mounted inside vehicle. Delivers an even blanket of disinfectant to every surface. The mounting bracket pivots to allow for easy positioning on the ceiling, wall, or on top of the ADS main module.



**Optional APA Module**  
The APA Module includes the port bracket, tubing/control wire, and APA. Enables hand/or remote tripod application of disinfectant on high contact areas and spot treat interior surfaces or vehicle exteriors.



**Optional Air Compressor Module**  
The Air Compressor Module is designed to be mounted anywhere in the vehicle. The kit contains all the tubing and control cable needed to hide the assembly in an exterior compartment.



# ADP-Ex Kit Flush Mount for Vehicle Decontamination



**Highlights**

Flush mount on the vehicle's exterior connects the RDS 3110T to a spray nozzle that is permanently mounted inside vehicle. Separate ADP-AS not included.

- **Compatibility**
  - RDS 3110T
  - ADP-AS (Required)

**ADP-Ex Kit**

**Flush Mount for Vehicle Decontamination**

The ADP-Ex is designed for those vehicles without an exterior compartment. Utilize your RDS 3110T unit to fog the vehicle interior, while eliminating excess manual labor and exposure in contaminated areas. AeroClave's automated process ensures consistent operation and results, disinfecting even those hard-to-reach surfaces.

**How does it work?**

Connect one end of the ADP-AS hose to the RDS 3110T and the other to the ADP-Ex on the vehicle. Open all interior cabinets and close the exterior doors. Set the RDS to AMBULANCE MODE and push the start button. The process virtually eliminates the human element of disinfecting, allowing for the most effective, consistent results. Best of all, it's all done in less than 20 minutes.

**Compatible with the RDS 3110T**

The RDS 3110T is equipped with three ADPs for greater flexibility.

**Installation**

Easily installed in under 30 minutes. The kit comes with everything you need to install as an OEM, after-market or DIY installer.



**Required Hose**

The ADP-Ex Kit requires a separate dual-headed hose (ADP-AS).

**ADP-Ex Kit Components (Included)**



**ADP Panel Mount**

Permanently mounted on vehicle's exterior. The ADP-AS hose plugs into both the ADP Panel Mount and the decontamination system.

**Dimensions:** 3 x 2.5 in. (Dia)

**Material:** Polypropylene

**Connection:** ADP plug-and-play



**Exterior Cover**

Covers the ADP Panel Mount that is permanently mounted on vehicle's exterior.

**Dimensions:** 4.75 (L) x 3.75 (W) x 1.25in (D)

**Type:** Weather-Resistant

**Material:** Thermoplastic Glass-Filled



**Nozzle Assembly**

Permanently mounted inside vehicle. Delivers disinfectant to entire area.

**Dimensions:** 1.5(L) x 1.5(W) x 2.25in (D)

**Material:** Stainless Steel and Plastic



## Vital Oxide® Disinfectant Solution



### Highlights

An environmentally safe disinfectant, EPA-approved against SARS-CoV-2, the coronavirus that causes COVID-19, in addition to other disease-causing pathogens.

**Sizes:** Available in various sizes up to 55-gallon drum

- 1 Case = Four 1 Gallon Bottles
- 1 Drum = 55 Gallons

### Vital Oxide®

#### Disinfectant Solution

All AeroClave products use Vital Oxide, an environmentally safe disinfectant that is EPA-approved against SARS-CoV-2, the coronavirus that causes COVID-19, in addition to other disease-causing pathogens. The AeroClave Process™ uses Vital Oxide to kill virus by altering and preventing protein formation, and kill bacteria through the process of oxidation.

[Material Safety Data Sheet](#)

[Testing Summary](#)

### Proven-Effective and Environmentally Safe

#### EPA-Approved

Vital Oxide is EPA-registered (82972-1), killing viruses and bacteria to superior EPA standard of 10<sup>6</sup> or 99.9999%.

- Alternatively, "Hospital-grade disinfectants" are only required to achieve a 4 log reduction (10<sup>4</sup>, or 99.99%) for pathogen elimination.

Proven-effective against: SARS-CoV-2, MRSA, HIV-1, Hepatitis B, Hepatitis C, Ebola, MERS, CRE, E. coli, Norovirus, H1N1, Legionella pneumophila, Salmonella, Listeria, mold, mildew and more.

#### Safe Chemical Agent (ClO<sub>2</sub>)

The main ingredient in Vital Oxide is chlorine dioxide (ClO<sub>2</sub>). Although it has chlorine in its name, the chemistry is very different than the toxic, corrosive chemistry of chlorine bleach.

- ✓ Breaks down to salt with no harmful VOCs or by-products
- ✓ Safe to operate without PPE
- ✓ Safe for electronics and treated surfaces
- ✓ Tested by Boeing Corporation and Scientific Material International, Inc. to meet compatibility with: *electronics, metals, painted surfaces, acrylics, plastics, rubbers, leathers, fabric, carpets and more.*

On EPA's List N:  
for SARS-CoV-2



Material Safety



Material Safety



### Vital Oxide® Facts

- ✓ EPA Registered (82972-1)
- ✓ Hospital-Grade Disinfectant
- ✓ NSF Rating: No Rinse Required
- ✓ Toxicity Category: EPA Category 4
- ✓ Requires No Special Handling
- ✓ Non-Corrosive, Safe for Treated Surfaces
- ✓ Non-Irritating to Skin, No Gloves or Protective Clothing Required
- ✓ HMIS Rating of 0
- ✓ Leaves No Offensive Odor
- ✓ No Harmful VOCs or By-Products
- ✓ Breaks Down to Simple Salt
- ✓ Ready-to-Use, No Mixing Required
- ✓ Shelf Life Up to 2 Years



# BioProtectors™ Disinfecting, Protecting, and Sanitizing Solutions



### Highlights

BioProtectors products can be applied by spraying, fogging (e.g., via AeroClave decontamination systems), or hand-sanitizing. These products disinfect, protect, or sanitize to prevent the spread of disease-causing pathogens.

### Products

1. SmartTouch Hospital Disinfectant
2. SmartShield Surface Protectant
3. BioProtect Hand Sanitizer

## BioProtectors™

### Disinfectant, Protectant, and Sanitizer Solutions

BioProtectors products can be applied by spraying, fogging (e.g., via AeroClave decontamination systems), or hand-sanitizing.



**SmartTouch**  
HOSPITAL DISINFECTANT

### SmartTouch® Hospital Disinfectant

An EPA-registered, hospital-grade disinfectant that eliminates a broad range of viruses and bacteria including superbugs like MRSA, and H1N1 and Coronavirus with no harmful by-products.

#### Highlights:

- Kills 99.999% of bacteria including E. coli, Salmonella and Listeria in less than 60 Seconds
- Can be applied by spraying or fogging
- Safe on wide range of surfaces, marble to carpeting and beyond
- Non-corrosive, NSF rated no rinse required, non-irritating to skin, and hypoallergenic



**SmartShield**  
ANTIMICROBIAL SURFACE PROTECTANT

### SmartShield RTU® Antimicrobial Surface Protectant

An EPA-registered, water-based antimicrobial coating applied to surfaces for up to 90 days of protection against viruses, bacteria and molds.

#### Highlights:

- Patented, EPA registered technology
- Kills a broad spectrum of microbes (bacteria, molds, viruses) by piercing and rupturing their cell membrane
- Can be applied by spraying or fogging
- Can be applied on almost any surface (both porous and non-porous). A covalent bond forms with the applied substrate to ensure durability in multiple environments including water, solvents and chemicals



**BIOPROTECT**

### BioProtect™ Hand Sanitizer

A water-based hand sanitizer that moisturizes and hydrates your hands while providing up to 6 hours of protection against surface germs and bacteria.

#### Highlights:

- Effective Against 99.99% of Germs & Bacteria
- Provides Up to 6 Hours of Protection
- Aloe Vera Infused
- Contains NO Alcohol or VOCs
- Non-Flammable, Non-Staining, and Fragrance-Free

PUBLIC TRANSPORTATION DIVISION  
OREGON DEPARTMENT OF TRANSPORTATION

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

**AGREEMENT**

1. **Effective Date.** This Agreement shall become effective on the later of **March 1, 2021** or the date when this Agreement is fully executed and approved as required by applicable law. Unless otherwise terminated or extended, Grant Funds under this Agreement shall be available for Project Costs incurred on or before **June 30, 2023** (Expiration Date). No Grant Funds are available for any expenditures after the Expiration Date. State's obligation to disburse Grant Funds under this Agreement shall end as provided in Section 10 of this Agreement.
2. **Agreement Documents.** This Agreement consists of this document and the following documents, all of which are attached hereto and incorporated herein by reference:

**Exhibit A: Project Description and Budget**

**Exhibit B: Financial Information**

**Exhibit C: Subcontractor Insurance**

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

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

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

3. **Project Cost; Grant Funds; Match.** The total project cost is estimated at **\$142,956.00**. In accordance with the terms and conditions of this Agreement, State shall provide Recipient an amount not to exceed **\$142,956.00** in Grant Funds for eligible costs described in Section 6.a. hereof. Recipient shall provide matching funds for all Project Costs as described in Exhibit A.
4. **Project.** The Grant Funds shall be used solely for the Project described in Exhibit A and shall not be used for any other purpose. No Grant Funds will be disbursed for any changes to the Project unless such changes are approved by State by amendment pursuant to Section 11.d hereof.
5. **Progress Reports.** Recipient shall submit quarterly progress reports to State no later than 45 days after the close of each quarterly reporting period. Reporting periods are July through September, October through December, January through March, and April through June. Reports must be in a format acceptable to State and must be entered into the Oregon Public Transit Information System (OPTIS), which may be accessed at <https://www.oregon.gov/odot/RPTD/Pages/index.aspx>. If Recipient is unable to access OPTIS, reports must be delivered to [ODOTPTDReporting@odot.state.or.us](mailto:ODOTPTDReporting@odot.state.or.us). Reports shall include a statement of revenues and expenditures for each quarter, including documentation of local match contributions and expenditures. State reserves the right to request such additional information as may be



necessary to comply with federal or state reporting requirements.

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

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

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

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

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

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

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

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

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

## 9. Recipient Subagreements and Procurements

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

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

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

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

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

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

**e. Additional requirements**

- i. Recipient shall comply with 49 CFR sections 37.77(c) and 37.105 regarding "Certification of Equivalent Service" when purchasing vehicles under this Agreement. If non-accessible vehicles, as defined by the Americans with Disabilities Act, are being purchased for use by a public entity in demand responsive service for the general public, Recipient will certify to State at the time of applying for a project that, when viewed in its entirety, the demand responsive service offered to persons with disabilities, including persons who use wheelchairs, meets the standard of equivalent service.
- ii. Recipient shall comply with 49 CFR 663 regarding pre-award and post-delivery reviews. Every Recipient purchasing rolling stock or facilities under this Agreement must certify to State that a pre-award and post-delivery review has been conducted in accordance with ODOT requirements. This review ensures compliance to bid specifications including, but not limited to, FTA requirements, State requirements, and Federal Motor Carrier Safety Standards, as applicable to the type of project. Each Recipient's certification must include assurance that required documents have been received from manufacturers or vendors of products, or from both, and that Recipient possesses such documents. Acceptable certification forms are available from State. Recipient must provide certification forms to State when reimbursement is requested for vehicles. For facilities projects, Recipient must provide pre-award certifications to State at time of first payment, and post-delivery certifications upon completion of the post-delivery review, and in no event later than with Recipient's request for final payment.
- iii. Recipient shall comply with 49 CFR 604 in the provision of any charter service provided with vehicles, facilities, or equipment acquired with FTA assistance under this Agreement.
- iv. Recipient shall submit an annual vehicle inspection report to State for any vehicle purchased under this Agreement. Vehicle inspections shall be conducted by a vehicle maintenance technician certified by a nationally recognized organization in the field of vehicle service and maintenance. Reports covering required areas of inspection shall be submitted on forms provided by State.
- v. All drivers of vehicles purchased with FTA funds under this Agreement must complete a standard defensive driving course before operating an FTA-funded vehicle, and are advised to complete a standard defensive driving course before operating a State-funded vehicle.
- vi. Recipient shall maintain all vehicles, equipment, and facilities purchased under this Agreement in good condition per manufacturer's recommendations. Recipients are required to develop preventive maintenance plans for all rolling stock and facilities and to provide the plans to State upon request.
- vii. Recipient shall be the owner of the property for facility construction projects and of vehicles purchased under this Agreement. Such ownership shall be recorded on real property deeds for facility construction projects and on vehicle titles. If Recipient contracts the operation of vehicles to a third party, then the third party may be shown as the owner or lessee with Recipient listed as the second security interest holder or lessor. In all cases, Oregon Department of Transportation, Public Transportation Division shall be shown as the first security interest holder on vehicle titles. If Recipient fails to show Oregon Department of Transportation, Public Transportation Division as the first security interest holder, Recipient shall pay any expenses to re-submit the necessary documents to Oregon Department of Transportation, Driver and Motor Vehicle Services (DMV). If a vehicle is damaged or destroyed at any time when Recipient fails to show Oregon Department of Transportation, Public Transportation Division, as the first security interest holder,

Recipient shall be liable to State for any damage in an amount in the same manner as if Oregon Department of Transportation, Public Transportation Division, were shown as the first security interest holder.

- viii. Recipient shall bear the cost of insuring assets purchased under this Agreement based on risk assessment. Recipient shall maintain, in amounts and form satisfactory to State, such insurance or self-insurance as will be adequate to protect Recipient, vehicle drivers and assistants, vehicle occupants, and property throughout the period of use. The minimum that will be approved by State is comprehensive and collision insurance adequate to repair or replace property and equipment if damaged or destroyed; liability insurance of \$50,000 for property damage, \$200,000 for bodily injury per person, \$500,000 for bodily injury per occasion for maintenance and shop vehicles, and \$1,000,000 for bodily injury per occasion for vehicles providing passenger transportation; uninsured motorist protection; and personal injury protection as required by ORS Chapter 806. Recipient shall be responsible for all deductibles or self-insured retention. Recipient's insurance policy covering assets purchased under this Agreement shall include the Oregon Department of Transportation, Public Transportation Division as an "Additional Insured". In the event of any ambiguity or conflict between this section 9.e.viii. and Exhibit C Insurance Requirements ii. Commercial General Liability and iii. AUTOMOBILE LIABILITY INSURANCE, this section 9.e.viii. shall control.
- ix. Recipient shall file a restrictive covenant with the property deed for all construction projects and purchases of real estate, with the exception of passenger shelters, amenities, and right-of-way infrastructure improvements. The restrictive covenant will limit the use of the building and property to the stated purpose specified in the statement of work associated with this Agreement.
- x. Recipient shall complete all purchases, including installation, and all construction of capital assets funded under this Agreement prior to the Expiration Date of this Agreement. If local circumstances prevent purchase, installation, or construction by the specified date, Recipient will notify State in writing of the circumstances regarding the delay. Such notification must be received at least forty-five (45) days prior to the expiration of the Agreement. Agreement amendment for time will be considered in extenuating circumstances.

#### 10. Termination

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

established by Recipient in such written notice, if:

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

## 11. General Provisions

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

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

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

- b. **Dispute Resolution.** The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.
- c. **Responsibility for Grant Funds.** Any recipient of Grant Funds, pursuant to this Agreement with State, shall assume sole liability for that recipient's breach of the

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

- d. **Amendments.** This Agreement may be amended or extended only by a written instrument signed by both Parties and approved as required by applicable law.
- e. **Duplicate Payment.** Recipient is not entitled to compensation or any other form of duplicate, overlapping or multiple payments for the same work performed under this Agreement from any agency of the State of Oregon or the United States of America or any other party, organization or individual.
- f. **No Third Party Beneficiaries.** State and Recipient are the only Parties to this Agreement and are the only Parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly or indirectly, to a third person unless such a third person is individually identified by name herein and expressly described as an intended beneficiary of the terms of this Agreement.

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

- g. **Notices.** Except as otherwise expressly provided in this Agreement, any communications between the Parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, email, or mailing the same, postage prepaid, to Recipient Contact or State Contact at the address or number set forth on the signature page of this Agreement, or to such other addresses or numbers as either Party may hereafter indicate pursuant to this Section 11.g. Any communication or notice personally delivered shall be deemed to be given when actually delivered. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine, and to be effective against State, such facsimile transmission must be confirmed by telephone notice to State Contact. Any communication by email shall be deemed to be given when the recipient of the email acknowledges receipt of the email. Any communication or notice mailed shall be deemed to be given when received.
- h. **Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between State (or any other agency or department of the State of Oregon) and Recipient that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County in the State of Oregon. In no event shall this section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. EACH PARTY HEREBY CONSENTS TO THE EXCLUSIVE JURISDICTION OF SUCH COURT, WAIVES ANY OBJECTION TO VENUE, AND WAIVES ANY CLAIM THAT SUCH FORUM IS AN INCONVENIENT FORUM.
- i. **Compliance with Law.** Recipient shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to the implementation of the Project, as applicable to Recipient, including without limitation as described in Exhibit D. Without limiting the generality of the foregoing, Recipient expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and

state civil rights and rehabilitation statutes, rules and regulations.

- j. **Insurance; Workers' Compensation.** All employers, including Recipient, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Employer's liability insurance with coverage limits of not less than \$500,000 must be included. Recipient shall ensure that each of its subrecipient(s), contractor(s), and subcontractor(s) complies with these requirements.
- k. **Independent Contractor.** Recipient shall perform the Project as an independent contractor and not as an agent or employee of State. Recipient has no right or authority to incur or create any obligation for or legally bind State in any way. State cannot and will not control the means or manner by which Recipient performs the Project, except as specifically set forth in this Agreement. Recipient is responsible for determining the appropriate means and manner of performing the Project. Recipient acknowledges and agrees that Recipient is not an "officer", "employee", or "agent" of State, as those terms are used in ORS 30.265, and shall not make representations to third parties to the contrary.
- l. **Severability.** If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.
- m. **Counterparts.** This Agreement may be executed in two or more counterparts (by facsimile or otherwise), each of which is an original and all of which together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.
- n. **Integration and Waiver.** This Agreement, including all Exhibits, constitutes the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. The delay or failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by that Party of that or any other provision. Recipient, by the signature below of its authorized representative, hereby acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.



Morrow County/State of Oregon  
Agreement No. 34843

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

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

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

**SIGNATURE PAGE TO FOLLOW**

**Morrow County**, by and through its

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

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

Date \_\_\_\_\_

By \_\_\_\_\_

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

Date \_\_\_\_\_

**APPROVED AS TO LEGAL SUFFICIENCY**

(If required in local process)

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

Date \_\_\_\_\_

**Recipient Contact:**

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

**State Contact:**

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

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

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

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

Date \_\_\_\_\_

**APPROVAL RECOMMENDED**

By \_\_\_\_\_ Frank Thomas

Date \_\_\_\_\_ 03/29/2021

**APPROVED AS TO LEGAL SUFFICIENCY**

(For funding over \$150,000)

N/A

**EXHIBIT A**

**Project Description and Budget**

**Project Description/Statement of Work**

<b>Project Title: 5311 CARES Morrow County 34843</b>				
<i>Provide relief from expenses incurred in response to the COVID-19 pandemic.</i>				
<b>Item #1: Operating Assistance</b>				
	Total	Grant Amount	Local Match	Match Type(s)
	\$66,000.00	\$66,000.00	\$0.00	
<b>Item #1: Miscellaneous Equipment</b>				
	Total	Grant Amount	Local Match	Match Type(s)
	\$76,956.00	\$76,956.00	\$0.00	
<b>Sub Total</b>	\$142,956.00	\$142,956.00	\$0.00	
<b>Grand Total</b>	<b>\$142,956.00</b>	<b>\$142,956.00</b>	<b>\$0.00</b>	

**1. BACKGROUND**

*The federal Coronavirus Aid, Relief, and Economic Security (CARES) Act provides emergency assistance and health care response for individuals, families, and businesses affected by the COVID-19 pandemic and provides emergency appropriations to support agency operations during the pandemic. Funds provided under the CARES Act are available for transit agencies to maintain service and lost revenue, including the purchase of protective equipment and paid administrative leave.*

**2. PROJECT DESCRIPTION**

*This Agreement provides financial support for general public transportation services in the state of Oregon to provide relief from expenses incurred in response to the COVID-19 pandemic. The services provided under this agreement are as follows:*

**Operations**

*This project provides funding to mitigate COVID-19 related impacts experienced by the Recipient in support of agency survival, preservation of core essential services, compensation for hazard pay, personal protective equipment, and other pandemic related benefits, as well as avoidance of the loss of critical staff.*

*Total cost of Operations project supported by ONBC shall not exceed \$66,000*

**Capital Equipment**

*This project provides for the purchase of three portable sanitization units (one to be deployed at each of Recipient's fleet locations).*

*This project also provides for the purchase and installation of protective barriers between drivers and passengers and protective barriers between passengers on existing fleet.*

*Eligible expenses associated with the Capital Equipment tasks include extended warranties purchased as part of the initial procurement (not to exceed useful life of equipment), installation costs, staff training, hardware, software, and supplies required to put the equipment into service.*

*Total cost of Capital Equipment project supported by ONBC shall not exceed \$76,956*

**3. PROJECT DELIVERABLES and EXPENSE TYPES**

*Funding may be used for projects to prevent, prepare for, and respond to COVID-19. Although operational expenses are the priority, all expenses normally eligible under the Federal Transit Administration (FTA) Section 5311 Formula Grants to Rural Areas Program incurred on or after January 20, 2020 are considered to be in response to economic or other conditions caused by*

*COVID-19 and thus are eligible under this Agreement. FTA may elect to waive specific Section 5311 requirements. Expenses covered by such a waiver may be eligible for reimbursement under this grant agreement if otherwise consistent with grant intent and focus.*

#### *Operations*

*In general, operating expenses are those costs necessary to operate, maintain, and manage a public transportation system. Operating expenses include such costs as driver salaries, fuel, and items having a useful life of less than one year, including personal protective equipment and cleaning supplies. See Chapter III of the FTA Circular 9040.1G (Formula Grants for Rural Areas) for more information on eligible operating expenses.*

*Recipient, if operating fixed route or deviated fixed route service, is responsible for maintaining accurate public GTFS data for the funded service.*

#### *Capital Equipment*

*Capital expenses include the purchase of tangible property with a useful life of more than one year and an acquisition cost of \$5,000 or more. This includes equipment; signs; shelters; communications devices; radios; wheelchair lifts and restraints; computer software and hardware; and safety and security equipment.*

*Associated services, permits, and permissions needed to put capital items into service; costs incurred from the procurement process; delivery charges; and post-delivery inspections are eligible expenses.*

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

*Expected order date: June 1, 2021  
Expected delivery date: October 31, 2021*

*For large equipment items valued over \$50,000 such as shop equipment, an equipment maintenance plan may be required, please see Capital Program Coordinator for clarification.*

*Recipient is required to create and maintain an equipment maintenance plan, created utilizing the original manufacturer equipment maintenance intervals and requirements. Recipient shall provide State a copy of the equipment maintenance plan upon request.*

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

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

*Recipient will subtract revenue from fares, tickets, and passes, either pre-paid or post-paid, from the gross operating expense of service. Fare revenue includes all revenue generated by passenger or freight travel in or through Oregon, less contract ticket and freight agent commissions.*

*Projects completed under this Agreement will be reimbursed at 100 percent. There is no local match requirement.*

*If Recipient receives federal funding, directly or indirectly, from insurance proceeds, the Federal Emergency Management Agency (FEMA), the Robert T. Stafford Disaster Relief and Emergency Assistance Act, or a different federal agency for any portion of a project activity funded under this Agreement, Recipient will provide written notification to State. State will then deduct that amount from this Agreement to reimburse FTA for that federal share that duplicates funding provided by FEMA, another federal agency, or an insurance company.*

## 5. REPORTING and INVOICING REQUIREMENTS

*Reimbursement requests may be submitted no more frequently than monthly. Grant Funds provided under this Agreement must be expended by the Expiration Date.*

*Recipient agrees to assess and report, as prescribed by State, the condition of all capital assets purchased or constructed under this Agreement as long as they remain in use for public transportation service.*

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

*Copies of invoices for vendor charges must be submitted with reimbursement requests. In-house charges may be documented in a spreadsheet or with copies of timesheets showing time specifically associated with the project. In addition, Recipient must submit a cover letter or summary of the total expenses for work performed.*

*Expenses incurred will not be reimbursed if the project's scope is changed or altered without the necessary approval and amendment by State.*

*Reimbursement under this Agreement may be denied if Recipient does not maintain compliance with the most up-to-date Oregon Health Authority Guidelines for transit operations. See <https://www.oregon.gov/odot/RPTD/Pages/Coronavirus.aspx> "What are the guidelines for transit agencies operating during the COVID-19 pandemic".*

### *Operations:*

*Recipient will complete and attach COVID Expense Log Form prescribed by State to Reimbursement Requests under this agreement.*

### *Capital Equipment:*

*If equipment purchased under this Agreement is valued at \$5,000 or more (a "capital asset"), Recipient will provide reporting information as prescribed by State on the equipment as long as it remains in use for public transportation service. As a capital expense, all equipment must be in an inventory and reported to State as a capital asset using a unique Recipient identification number.*

*Recipient will request reimbursement for covered expenses incurred during each period as prescribed by State. Copies of vendor invoices must be provided for all purchases. With the final payment request, Recipient is required to submit a complete inventory of items purchased under this Agreement.*

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

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

This Agreement is financed by the funding source indicated below:

<b>Federal Program</b> 49 U.S.C. 5311	<b>Federal Funding Agency</b> U.S. Department of Transportation Federal Transit Administration 915 Second Avenue, Suite 3142 Seattle, WA 98174	<b>CFDA Number</b> <b>20.509 (5311)</b>	<b>Total Federal Funding</b> <b>\$142,956.00</b>
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<b>Administered By</b> Public Transportation Division 555 13TH ST NE Salem, OR 97301
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## EXHIBIT C

### Insurance Requirements

#### GENERAL - SUBRECIPIENT.

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

#### TYPES AND AMOUNTS.

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

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

**Bodily Injury, Death and Property Damage:**

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

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

**Bodily Injury, Death and Property Damage:**

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

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

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

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

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

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

#### **GENERAL - RECIPIENT.**

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

#### **TYPES AND AMOUNTS.**

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

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

**Bodily Injury, Death and Property Damage:**

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

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

**Bodily Injury, Death and Property Damage:**

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



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

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

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

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

## EXHIBIT D

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

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

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

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

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

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

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



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

(For BOC Use)  
 Item #

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

Presenter at BOC: Lindsay Grogan  
 Department: Human Resources  
 Short Title of Agenda Item:

Phone Number (Ext): 5620  
 Requested Agenda Date: 4/21/2021

(No acronyms please)      **2021 Employee Handbook & Policies**

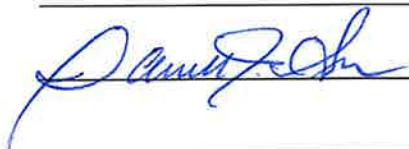
**This Item Involves:** (Check all that apply for this meeting.)

<input type="checkbox"/> Order or Resolution	<input type="checkbox"/> Appointments
<input type="checkbox"/> Ordinance/Public Hearing:	<input type="checkbox"/> Update on Project/Committee
<input type="checkbox"/> 1st Reading <input type="checkbox"/> 2nd Reading	<input type="checkbox"/> Consent Agenda Eligible
<input type="checkbox"/> Public Comment Anticipated:	<input checked="" type="checkbox"/> Discussion & Action
Estimated Time:	Estimated Time: <b>15 minutes</b>
<input type="checkbox"/> Document Recording Required	<input type="checkbox"/> Purchase Pre-Authorization
<input type="checkbox"/> Contract/Agreement	<input type="checkbox"/> Other

N/A      Purchase Pre-Authorizations, Contracts & Agreements

Contractor/Entity: \_\_\_\_\_  
 Contractor/Entity Address: \_\_\_\_\_  
 Effective Dates – From: \_\_\_\_\_ Through: \_\_\_\_\_  
 Total Contract Amount: \_\_\_\_\_ Budget Line: \_\_\_\_\_  
 Does the contract amount exceed \$5,000?     Yes     No

Reviewed By:

_____	DATE	Department Director	Required for all BOC meetings
	4/19/21	Administrator	Required for all BOC meetings
_____	DATE	County Counsel	*Required for all legal documents
_____	DATE	Finance Office	*Required for all contracts; other items as appropriate.
Lindsay Grogan	4/14/2021	Human Resources	*If appropriate

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

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

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

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

Review of the new Employee Handbook and Personnel Policies.

The content within this handbook will have comments that illustrate whether the section is NEW or EDITED from the existing personnel policies.

Suggested Edits from 4/7/2021 meeting:

Page 16 - **Working out of classification** - Removed stipulation of incumbent must meet the minimum qualifications of the position.

Page 58-60 - **Cell Phone Use & Pictures** - Removed portion about cameras. Added "except for de minimis use" under use of electronic equipment.

Page 67 - **Firearms Permission** - Removed bullet point banning firearms to non-law enforcement personnel. Here is the feedback from CIS pre loss: *"Currently, under ORS 166.370 (3) (g) individuals with valid Concealed Carry Licenses are exempted from the provisions banning possessing a firearm in public spaces. So, a person can conceivably carry now with a valid CCL under Oregon law. So, while the cited statute would not allow 'open carry' of a firearm; it does have a specific exemption for those with valid Concealed Carry Licenses. Until or unless SB 554 is passed and signed into law, CIS suggests that you carefully weigh the culture of your area and the County decision makers."*

**2. FISCAL IMPACT:**

N/A

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

Review and potential approval of the 2021 Employee Handbook and Policies.

Attach additional background documentation as needed.



Morrow County  
Employee Handbook  
& Policies

Effective: April 2021

# MORROW COUNTY VALUES

## Communication

*Cultivating trust, honesty, and respect which allows the opportunity to exchange ideas and efficiently deliver services to the public.*

## Teamwork

*We are dedicated to providing the best service to our constituents by building relationships, empowering leadership, and meaningful collaboration.*

## Professionalism

*Leading by example to conduct business in an ethical manner that promotes equity and inclusiveness with a deep sense of social responsibility as trusted public servants.*

Welcome!

Commented [A1]: NEW WELCOME PAGE

Welcome to Morrow County, we're glad to have you on our team. We believe that our employees are our most valuable assets. In fact, we attribute our success as an organization in significant part to our ability to recruit, hire, and maintain a motivated and productive workforce. We hope that during your employment with Morrow County, you will become a productive and successful member of Morrow County's team.

This employee handbook describes, in summary, the personnel policies and procedures that govern the employment relationship between Morrow County and its employees, other than those found in applicable collective bargaining agreements. The policies stated in this handbook are subject to change at any time at the sole discretion of Morrow County with or without prior notice. This handbook supersedes any prior handbooks or written policies of Morrow County that are inconsistent with its provisions. It does not, however, substitute for collective bargaining agreement provisions. To the extent that a provision in a valid collective bargaining agreement contradicts or is inconsistent with what is in this employee handbook, the collective bargaining agreement provision controls.

This handbook does not create a contract of employment between Morrow County and its employees. With the exception of employees who are subject to a collective bargaining agreement, all employment at Morrow County is "at will." That means that either you or Morrow County may terminate this relationship at any time, for any reason, with or without cause or notice (unless you are subject to a collective bargaining agreement or written contract of employment). No supervisor, manager, or representative of Morrow County has the authority to enter into any agreement with you regarding the terms of your employment that changes our at-will relationship or deviates from the provisions in this handbook, unless the change or deviation is put in writing and signed by Morrow County (or that is included in a collective bargaining agreement).

You may receive updated information concerning changes in policy from time to time, and those updates should be kept with your copy of the handbook. If you have any questions about any of the provisions in the handbook, or any policies that are issued after the handbook, please ask the Human Resource Director.

Sincerely,  
Human Resources  
Morrow County



# CONTENTS

Commented [A2]: Will update TOC and page numbers when document is finalized.

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**Commented [A3]:** All new policies in this section. Standard – Provided by CIS. CANNOT CHANGE

## **I. Equal Employment Opportunity (EEO) Policies**

The following EEO Policies apply to all employees. Members of management, elected officials and employees alike are expected to adhere to and enforce the following EEO Policies. Any employee's failure to do so may result in discipline, up to and including termination.

All employees are encouraged to discuss these EEO Policies with Human Resources at any time if they have questions relating to the issues of harassment, discrimination or bullying, or what it means to work in a respectful workplace.

### **A. No-Discrimination, No-Retaliation Policy**

Morrow County provides equal employment opportunity to all qualified employees and applicants without unlawful regard to race, color, religion, sex, gender identity, pregnancy (including childbirth and related medical conditions), sexual orientation, national origin, age, disability, genetic information, veteran status, domestic violence victim status, or any other status protected by applicable federal, Oregon, or local law. Morrow County also recognizes an employee's right to engage in protected activity under Oregon and federal law, as discussed in various policies below, and will not retaliate against an employee for engaging in protected activity.

Morrow County's commitment to equal opportunity applies to all aspects of the employment relationship; including but not limited to, recruitment, hiring, compensation, promotion, demotion, transfer, disciplinary action, layoff, recall, and termination of employment.

### **B. Statement Regarding Pay Equity**

Morrow County supports Oregon's Pay Equity Law and federal and Oregon laws prohibiting discrimination between employees on the basis of a protected class (as defined by Oregon law) in the payment of wages or other compensation for work of comparable character. Employees who believe they are receiving wages or other compensation at a rate less than that at which Morrow County pays wages or other compensation to other employees for work of comparable character, are encouraged to discuss the issue with the HR Director.

See also "Statement Regarding Pay Practices" policy, below.

### **C. No-Harassment Policy**

Morrow County prohibits harassment of any kind or sexual assault in the workplace, or harassment or sexual assault outside of the workplace that violates its employees, volunteers and interns right to work in a harassment-free workplace. Specifically, Morrow County prohibits harassment or conduct related to an individual's race, color, religion, sex, pregnancy, sexual orientation, gender identity, national origin, age, disability, genetic information, veteran status, domestic violence victim status, or any other protected status or activity recognized under Oregon, federal or local law.

Each member of management is responsible for creating an atmosphere free of discrimination, harassment, and sexual assault. Further, all employees are responsible for respecting the rights of other employees and to refrain from engaging in conduct prohibited by this policy, regardless of the circumstances, and regardless of whether others participate in the conduct or did not appear to be offended. All employees are encouraged to discuss this policy with their immediate supervisor, any member of the management team, or with the HR Director, at any time if they have questions relating to the issues of discrimination or harassment.

This policy applies to and prohibits sexual or other forms of harassment that occur during working hours, during Morrow County-related or -sponsored trips (such as conferences or work-related travel), and during non-working hours when that off-duty conduct creates an unlawful hostile work environment for any of Morrow County's employees. *Such harassment is prohibited whether committed by Morrow County employees or by non-employees (including elected officials, members of the community, volunteers, interns and vendors).*

#### Sexual Harassment

Sexual harassment includes unwelcome sexual advances, requests for sexual favors, or other verbal or physical conduct of a sexual nature (regardless of whether such conduct is "welcome"), when:

- Submission to such conduct is made either implicitly or explicitly a term or condition of employment;
- Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or
- Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive work environment.

Some examples of conduct that could give rise to sexual harassment are unwanted sexual advances; demands for sexual favors in exchange for favorable treatment or continued employment; sexual jokes; flirtations; advances or propositions; verbal abuse of a sexual nature; comments about an individual's body, sexual prowess, or deficiency; talking about your sex life or asking others questions about theirs; leering or whistling; unwelcome touching or assault; sexually suggestive, insulting, or obscene comments or gestures; displays of sexually suggestive objects or pictures; making derogatory remarks about individuals who are gay, lesbian, bisexual or transgender; or discriminatory treatment based on sex.

This is not a complete list.

#### Other Forms of Prohibited Harassment

Morrow County policy also prohibits harassment against an individual based on the individual's race, color, religion, sex, pregnancy, sexual orientation, gender identity, national origin, age, disability, genetic information, veteran status, domestic violence victim status, or any other protected status or activity recognized under Oregon, federal or local law.



Such harassment may include verbal, written or physical conduct that denigrates, makes fun of, or shows hostility toward an individual because of that individual's protected class or protected activity, and can include:

- Jokes, pictures (including drawings), epithets, or slurs;
- Negative stereotyping;
- Displaying racist symbols anywhere on Morrow County property;
- "Teasing" or mimicking the characteristics of someone with a physical or mental disability;
- Criticizing or making fun of another person's religious beliefs, or "pushing" your religious beliefs on someone who doesn't have them;
- Threatening, intimidating, or hostile acts that relate to a protected class or protected activity; or
- Written or graphic material that denigrates or shows hostility or aversion toward an individual or group because of the protected status.

This is not a complete list. All employees are expected to exercise common sense and refrain from other similar kinds of conduct.

#### Complaint Procedure

Employees, volunteers or interns who have experienced a sexual assault, any harassment, discrimination in violation of this policy, who have witnessed such behavior, or who have credible information about such behavior occurring, are expected and should bring the matter to the attention of the HR Director, or a supervisor or member of management as soon as possible. Employees are strongly encouraged to document the information or incident in any written or electronic form, or with a voicemail message (or phone call). An employee who experiences or witnesses harassment is encouraged, but not required, to tell the harasser that the behavior is offensive and unwanted, and that he/she wants it to stop.

#### Investigation and Confidentiality

All complaints and reports will be promptly and impartially investigated and will be kept confidential to the extent possible, consistent with Morrow County's need to investigate the complaint and address the situation. If conduct in violation of this policy is found to have occurred, Morrow County will take prompt, appropriate corrective action, and any employee found to have violated this policy will be subject to disciplinary action, up to and including termination of employment.

Employees who have been subjected to harassment, sexual assault, or discrimination are encouraged to use the Morrow County complaint-reporting procedure, described above, to ensure a timely, thorough investigation and handling of the situation. Employees may, however, seek redress from the Oregon Bureau of Labor and Industries (BOLI) pursuant to ORS 659A.820 to 659A.865, or in a court under any other available law, whether criminal or civil. Although Morrow County cannot provide employees with legal advice, employees should be aware of the statute of limitations applicable to harassment or discrimination claims under ORS 659A.030, 659A.082 or 659A.121 (five years). Further, before an employee can take any legal action against Morrow County, the employee must provide written notice of the claim within 180 days of the act or omission the employee claims has caused him/her harm. When an employee can prove

harm as a result of unlawful harassment or discrimination in an administrative proceeding or in a court, remedies available to the employee include enforcement of a right, imposition of a penalty, or issuance of an order to the employee's employer (in limited circumstances).

#### Protection Against Retaliation

Morrow County prohibits retaliation in any way against an employee because the employee has made a good-faith complaint pursuant to this policy or the law, has reported (in good faith) sexual assault, harassing or discriminatory conduct, or has participated in an investigation of such conduct.

Employees who believe they have been retaliated against in violation of this policy should immediately report it to the HR Director or any supervisor or member of management. Any employee who is found to have retaliated against another employee in violation of this policy will be subject to disciplinary action up to and including termination of employment.

See also the No-Discrimination, No-Retaliation Policy, above, and the Reporting Improper and Unlawful Activity Policy, below.

#### Other Resources Available to Employees

Morrow County provides an Employee Assistance Program (EAP) through Cascade Centers to employees and dependents who are enrolled in Morrow County's medical coverage. For access to confidential help 24 hours a day, seven days a week, call toll-free: 1-800-433-2320, or go online to [www.cascadecenters.com](http://www.cascadecenters.com). The EAP program provides confidential counseling services and educational tools such as resources relating to eldercare, childcare, legal consultation, financial coaching, identity theft, and others.

Morrow County cannot provide legal resources to its employees or referrals to specific attorneys. Employees may contact the Oregon State Bar for more information: <https://www.osbar.org/public/>.

#### Other Employee Rights

Nothing in this policy is intended to diminish or discourage an employee who has experienced workplace harassment or discrimination, or sexual assault, from talking about or disclosing his/her experience.

Morrow County is committed to creating and maintaining a workplace free of sexual assault, harassment, discrimination, and retaliation, and it has confidence in the process it has developed for addressing good-faith complaints. However, Oregon law requires Morrow County to inform employees that if they have been aggrieved by workplace harassment, discrimination or sexual assault and want to enter into an agreement with Morrow County regarding his/her experience and/or employment status, the employee should contact the HR Director. The employee's request to enter into such an agreement must be in writing (email or text is acceptable). Requests of this nature will be considered on a case-by-case basis; such agreements are not appropriate for every situation. If Morrow County and employee do reach an agreement, Morrow County will not require an employee to enter into a nondisclosure agreement (which would prohibit the

employee from discussing or communicating about his/her experiences in the workplace or the terms of the agreement) or a non-disparagement agreement (which would prohibit the employee from speaking slightly about Morrow County or making comments that would lower Morrow County in rank or reputation). If, however, the employee makes a request for an agreement under this paragraph, nondisclosure and non-disparagement are terms that Morrow County and the employee may agree to. The employee will have seven days to revoke the agreement after signing it.

#### **D. No-Bullying Policy**

Morrow County strives to promote a positive, professional work environment free of physical or verbal harassment, "bullying," or discriminatory conduct of any kind. Morrow County, therefore, prohibits employees from bullying one another or engaging in any conduct that is disrespectful, insubordinate, or that creates a hostile work environment for another employee for any reason. For purposes of this policy, "bullying" refers to repeated, unreasonable actions of individuals (or a group) directed toward an individual or a group of employees, which is intended to intimidate and that creates a risk to the health and safety of the employee(s). Examples of bullying include:

1. Verbal Bullying: Slandering, ridiculing or maligning a person or his/her family; persistent name calling that is hurtful, insulting or humiliating; using a person as butt of jokes; abusive and offensive remarks.
2. Physical Bullying: Pushing; shoving; kicking; poking; tripping; assault, or threat of physical assault; damage to a person's work area or property.
3. Gesture Bullying: Non-verbal threatening gestures, glances that can convey threatening messages.
4. Exclusion Bullying: Socially or physically excluding or disregarding a person in work-related activities. In some cases, failing to be cooperative and working well with co-workers may be viewed as bullying.
5. Cyber Bullying: Bullying that takes place using electronic technology, which includes devices and equipment such as cell phones, computers, and tablets as well as communication tools including social media sites, text messages, chat, and websites. Examples of cyberbullying include transmitting or showing mean-spirited text messages, emails, embarrassing pictures, videos or graphics, rumors sent by email or posted on social networking sites, or creating fake profiles on websites for co-workers, managers or supervisors or elected officials.

This is not a complete list.

Employees who have experienced bullying in violation of this policy, who have witnessed an incident of bullying, or who have credible information about an incident, are expected and should bring the matter to the attention of their supervisor or a member of management as soon as possible. If conduct in violation of this policy is found to have occurred, Morrow County will take prompt, appropriate action, and any employee found to have violated this policy will be subject to disciplinary action, up to and including termination of employment.

## **E. Disability Accommodation Policy**

Morrow County is committed to complying fully with the Americans with Disabilities Act (ADA) and Oregon's disability accommodation and anti-discrimination laws. We are also committed to ensuring equal opportunity in employment for qualified persons with disabilities.

### Accommodations

Morrow County will make reasonable efforts to accommodate a qualified applicant or employee with a known disability, unless such accommodation creates an undue hardship on the operations of Morrow County.

### Requesting an Accommodation

A reasonable accommodation is any change or adjustment to a job or work environment that does not cause an undue hardship on the department or unit (or, in some cases, Morrow County) and that permits a qualified applicant or employee with a disability to participate in the job application process, to perform the essential functions of a job, or to enjoy benefits and privileges of employment equal to those enjoyed by employees without disabilities. For example, a reasonable accommodation may include providing or modifying equipment or devices, job restructuring, allowing part-time or modified work schedules, reassigning an individual, adjusting or modifying examinations or training materials provided by Morrow County, providing readers and interpreters, or making the workplace readily accessible to and usable by people with disabilities.

Employees should request an accommodation as soon as it becomes apparent that a reasonable accommodation may be necessary to enable the employee to perform the essential duties of a position. All requests for accommodation should be made with the management team or the HR Director and should specify which essential functions of the employee's job cannot be performed without a reasonable accommodation. In most cases, an employee will need to secure medical verification of his/her need for a reasonable accommodation. Both Morrow County and employee must monitor the employee's accommodation situation and adjust as needed.

## **F. Pregnancy Accommodation Policy**

Employees who are concerned that their pregnancy, childbirth, or a related medical condition (including lactation) will impact their ability to work should contact the management team or the HR Director to discuss their options for continuing to work and, if necessary, leave of absence options. Morrow County will provide one or more reasonable accommodations pursuant to this policy for employees with known limitations unless such accommodations impose an undue hardship on Morrow County's operations.

Although this policy refers to "employees," Morrow County will apply this policy equally to an applicant with known limitations caused by pregnancy, childbirth or a related medical condition.

#### Requesting a Pregnancy-Related Accommodation

Employees who are concerned that their pregnancy, childbirth or a related medical condition will limit their ability to perform their duties, should request an accommodation as soon as it becomes apparent that a reasonable accommodation may be necessary to enable the employee to work. All requests for accommodation should be made with a member of the management team or the HR Director and should specify which essential functions of the employee's job cannot be performed without a reasonable accommodation. In most cases, information from the employee's doctor may be needed to assist Morrow County and the employee find an effective accommodation, or to verify the employee's need for an accommodation. Both Morrow County and employee must monitor the employee's accommodation situation and adjust as needed.

#### No Discrimination, No Retaliation

Morrow County prohibits retaliation or discrimination against any employee who, under this policy: (1) asked for information about or requested accommodations; (2) used accommodations provided by Morrow County; or (3) needed an accommodation.

Employees who ask about, request or use accommodations under this policy and applicable Oregon law have the right to refuse an accommodation that is unnecessary for the employee to perform the essential functions of the job or when the employee doesn't have a known limitation. Under Oregon law, an employer can't require an employee to use FMLA if a reasonable accommodation can be made that doesn't impose an undue hardship on the operations of Morrow County. Also, no employee will be denied employment opportunities if the denial is based on the need of Morrow County to make reasonable accommodations under this policy.

#### Leave of Absence Options for Pregnant Employees

Employees who are pregnant or experiencing pregnancy-related medical conditions should be aware of their leave of absence options under the Family Medical Leave Act FMLA.

### **G. Reporting Improper or Unlawful Conduct — No Retaliation**

Employees may report reasonable concerns about Morrow County 's compliance with any law, regulation or policy, using one of the methods identified in this policy. Morrow County will not retaliate against employees who disclose information that the employee reasonably believes is evidence of:

- A violation of any federal, Oregon, or local law, rules or regulations by Morrow County;
- Mismanagement, gross waste of funds, abuse of authority;
- A substantial and specific danger to public health and safety resulting from actions of Morrow County; or
- The fact that a recipient of government services is subject to a felony or misdemeanor arrest warrant.

Further, in accordance with Oregon law, Morrow County will not prohibit an employee from discussing the activities of a public body or a person authorized to act on behalf of

a public body, with a member of the Legislative Assembly, legislative committee staff acting under the direction of a member of the Legislative Assembly, any member of the elected governing body of a political subdivision, or an elected auditor of a city, county or metropolitan service district.

#### Employee Reporting Options

Employees who wish to report improper or unlawful conduct should first talk to his/her supervisor. If the employee is not comfortable speaking with their supervisor, or is not satisfied with the supervisor's response, they are encouraged to speak with the HR Director or County Administrator. Supervisors and managers are required to inform the HR Director or County Administrator about reports of improper or unlawful conduct they receive from employees.

Reports of unlawful or improper conduct will be kept confidential to the extent allowed by law and consistent with the need to conduct an impartial and efficient investigation.

If Morrow County were to prohibit, discipline, or threaten to discipline an employee for engaging in an activity described above, the employee may file a complaint with the Oregon Bureau of Labor and Industries or bring a civil action in court to secure all remedies provided for under Oregon law.

#### Additional Protection for Reporting Employees

Oregon law provides that, in some circumstances, an employee who discloses a good faith and objectively reasonable belief of Morrow County's violation of law will have an "affirmative defense" to any civil or criminal charges related to the disclosure. For this defense to apply, the employee's disclosure must relate to the conduct of his/her coworker or supervisor acting within the course and scope of his/her employment. The disclosure must have been made to: (1) a state or federal regulatory agency; (2) a law enforcement agency; (3) a manager with Morrow County; or (4) an Oregon-licensed attorney who represents the employee making the report/disclosure. The defense also only applies in situations where the information disclosed was lawfully accessed by the reporting employee.

#### Policy Against Retaliation

Morrow County will not retaliate against employees who make reports or disclosures of information of the type described above when the employee reasonably believes he/she is disclosing information about conduct that is improper or unlawful, and who lawfully accessed information related to the violation (including information that is exempt from disclosure as provided in Oregon law or by Morrow County policy).

In addition, Morrow County prohibits retaliation against an employee for participating in good faith in any investigation or proceeding resulting from a report made pursuant to this policy. Further, no Morrow County employee will be adversely affected because he/she refused to carry out a directive that constitutes fraud or is a violation of local, Oregon, federal or other applicable laws and regulations. Morrow County may take disciplinary action (up to and including termination of employment) against an employee who has engaged in retaliatory conduct in violation of this policy.

This policy is not intended to protect an employee from the consequences of his/her own misconduct or inadequate performance simply by reporting the misconduct or inadequate performance. Furthermore, an employee is not entitled to protections under this policy if Morrow County determines that the report was known to be false, or information was disclosed with reckless disregard for its truth or falsity. If such a determination is made, an employee may be subject to discipline up to and including termination of employment.

## **II. Employment Relationship**

### **A. Employee Orientation**

The orientation of a new employee is an important step in acquainting an individual with his/her work station, job duties and co-workers. It is also an appropriate time to communicate to the new employee important information about department expectations, County policies, and methods of operation. The employee's immediate supervisor is responsible for orienting the new employee, with assistance from the Human Resource and Finance Department. An Orientation Checklist has been designed to help the supervisors with this procedure. The completed checklist must be filed in the employee's personnel file.

### **B. Probationary Period**

All new employees in the salary range of 10 or below, including current employees who are promoted or transferred within Morrow County, are hired into a probationary training period that lasts no less than 6 months. Employees in range 11 or higher will serve a probationary period of 12 months. The probationary period is an extension of the employee selection process. During this period, the employee is considered to be in training and under observation and evaluation by his/her manager. Evaluation of the employee's adjustment to work tasks, conduct and other work rules, attendance and job responsibilities will be considered during the probationary period. This period gives the employee an opportunity to demonstrate satisfactory performance for the position, and also provides an opportunity to determine if the employee's knowledge, skills and abilities and the requirements of the position match. It is also an opportunity for the employee to decide if Morrow County meets his/her expectations of the employer.

Employees who are promoted or transferred to another position shall serve a new probationary period in the new position. During a promotional probationary period, the promoted employee may be demoted at any time without appeal, provided that the probationary employee is reinstated in the position from which he or she was promoted, even though this may necessitate the layoff of the employee occupying the position.

At or before the end of the probationary period, a decision about the employee's employment status will be made. Morrow County will decide whether to: (1) Extend his/her probationary period; (2) Move him/her to regular, full-time or regular, part-time status; or (3) Terminate his/her employment.

Employees are not guaranteed any length of employment upon hire or transfer/promotion; both the employee and Morrow County may terminate the

employment relationship during the probationary period for any lawful reason. Further, completion of the probationary period or continuation of employment after the probation period does not entitle the employee to remain employed by Morrow County for any definite period of time. Both the employee and Morrow County are free to terminate the employment relationship, at any time, with or without notice and for any reason not prohibited by law.

### **C. Employment of Relatives/Family Members**

~~Due to potential for perceived or actual conflicts, such as favoritism or personal conflicts from outside the work environment, which can be carried into the daily working relationship, Morrow County will hire relatives of persons currently employed only if: a) candidates for employment will not be working directly for or supervising a relative, and b) candidates for employment will not occupy a position in the same line of authority in which employees can initiate or participate in decisions involving a direct benefit to the relative. Such decisions include hiring, retention, transfer, promotion, wages and leave requests.~~

~~If any employee, after employment or change in employment, enters into one of the above relationships, one of the affected individuals must seek a transfer or a change in the reporting relationship. Such changes must be approved by the HR Director. If a decision cannot be made by the affected employees within 14 days of reporting, reassignment will be made on direction of the department Director and the HR Director.~~

~~"Family member" is defined as one of the following: spouse or significant other, parent/step parent, child/step child, grandparent, grandchild, brother/brother-in-law, sister/sister-in-law, uncle, aunt, nephew, niece, first cousin, in-laws (father, mother, son daughter).~~

~~Relatives of current employees, or individuals involved in an intimate personal or financial relationship with a current employee, are eligible for hire at Morrow County subject to the same selection process and job requirements and will be evaluated in the same manner as any other applicant. However, persons will not be hired or promoted into positions in which one family member (as defined by Oregon law) or person involved in an intimate personal or financial relationship, would fall under the direct line of supervision of the other family member or partner.~~

~~All employees shall avoid being in a position where they are subject to supervisory or oversight authority by a family member, member of their household, or a person with whom they have an intimate personal or financial relationship. If the relative relationship is established after employment as a result of organizational restructure, marriage, or a development of an intimate personal or financial relationship, the employees involved have an obligation to immediately inform their supervisor, or Human Resources. The employees and Morrow County will jointly make a good faith effort to find an alternative assignment for one of the two employees. Depending on business need, this may include, but is not limited to restructuring duties, assignment to another position, and assignment to another shift or change in supervision. If no alternative assignment is available, the two employees will have 30 days to decide who will resign. If a decision is~~



not made within 30 days, Morrow County will make the final decision, based on the County's operational and financial needs.

Policy violations including, but not limited to, failure to disclose a family relation, or an intimate personal or financial relationship, will be investigated by Human Resources. Policy violations may result in progressive discipline of employees, up to and including termination of employment. Supervisors and lead workers may be disciplined for taking employment actions based upon the relationship.

#### **D. Employee Classification**

Morrow County classifies employees as follows:

1. **Regular Full-time:** Employment in an established position requiring 40 hours or more of work per week. Generally, full-time employees are eligible to participate in Morrow County's benefit programs.
2. **Regular Part-time:** Employment requiring less than 40 hours of work per week. Normally a part-time schedule, such as portions of days or weeks, will be established. Occasional workweeks of over 40 hours will not constitute a change in status from part-time to full-time. Regular, part-time employees are only eligible for benefits for those working 20 hours or more a week.
3. **Temporary:** Employment in a job established for a specific purpose, for a specific period of time, or for the duration of a specific project or group of assignments. Temporary employment can either be full-time or part-time but the duration of employment may not exceed 6 months or 1040 hours. Temporary employees are not eligible for benefits other than those mandated by applicable law.

Additionally, all employees are defined by federal and Oregon law as either "exempt" or "nonexempt," which determines whether the employee is eligible for overtime. Employees will be instructed as to whether they are exempt or non-exempt at the time of hire or when a promotion or demotion occurs. All employees, regardless of employment classification, are subject to all Morrow County rules and procedures.

#### **E. Civic Duty Volunteerism**

It is the policy of Morrow County to support employees who desire to participate in civic activities.

Whenever County operations would not be unduly interrupted, supervisors will normally authorize an employee to be excused from work to engage in emergency volunteer services such as firefighting, ambulance drivers, emergency medical technicians (EMTs), search and rescue, Red Cross, etc. Such absences shall be authorized only for employees with a bona fide affiliation to the emergency provider and only for actual emergency events and not for routine meetings, training or other non-urgent occasions.

Further, employees may elect to continue being paid while engaged in these non-County activities if they wish to apply any of their accrued paid vacation leave to their period of absence from work. Any application of paid time may only be for the period of time the employee is absent from their normal work day. Notwithstanding the above, the

use of paid vacation time for the purposes of this section shall in no event result in the accumulation of overtime.

#### F. The Workweek

The established workweek is from 12:01am Monday to 12:00 midnight, Sunday. The regular hours of work each day shall be consecutive except for a lunch period. The regular workweek shall consist of no more than 5 consecutive days. The hours of work for individual positions shall be determined by the department head to meet the needs of the department.

Commented [A4]: EDITED POLICY – Article 3 Page 1

#### G. Flex Time

By voluntary mutual agreement between the employee and supervisor an alternative to the regularly scheduled day or work week may be worked. A "flexed" schedule may change the starting and/or ending time of one or more work days and may change the number of hours worked in a day or several days. A flexed schedule will not, however, change the total number of hours worked in the Fair Labor Standards Act FLSA established weekly work period (40) for the affected employee. A flexed work schedule shall not result in the payment of overtime unless the total number of hours worked in the week exceeds 40.

#### H. Meal Periods and Rest Breaks

Each employee shall be allowed an uninterrupted 15-minute rest break for every four-hour segment or major portion thereof in the work period. The rest break should be taken in the middle of each segment, whenever possible.

All employees shall be granted a 1-hour unpaid meal period when the work period is six hours or greater. The law requires an uninterrupted period in which the employee is relieved of all duties. No meal period is required if the work period is less than six hours. The meal period shall normally be taken between 3 and 5 hours after the start of the work shift. If, because of the nature or circumstances of the work, an employee is required to remain on duty or to perform any tasks during the meal period, the employee must inform his/her supervisor before the end of the shift so that Morrow County may pay the employee for that work.

Meal periods and rest breaks are mandatory and are not optional. An employee's meal period and rest break(s) may not be taken together as one break. Meal periods and rest breaks may not be "skipped" in order to start work late or leave early. An employee who fails to abide by this policy and applicable laws may be subjected to discipline, up to and including termination.

Sample rest and meal break schedules are listed below. Employees with questions about the rest or meal breaks available should contact their supervisor.

Commented [A5]: New table entered for convenience.

Requirement		
Length of Work Period	Rest Breaks	Meal Periods
<hr/>		

2 hours or less	0	0
2 hours & 1 minute – 5 hours & 59 minutes	1	0
6 hours	1	1
6 hours & 1 minute – 10 hours	2	1
10 hours & 1 minute – 13 hours & 59 minutes	3	1

**I. Rest Breaks for Expression of Breast Milk**

**Commented [A6]:** New Policy – Required by law

Morrow County will provide reasonable rest periods to accommodate an employee who needs to express milk for her child 18 months of age or younger. If possible, the employee will take the rest periods to express milk at the same time as the rest breaks or meal periods that are otherwise provided to the employee. If not possible, or if the employee is exempt from overtime laws, the employee is entitled to take a reasonable period each time the employee has a need to express milk.

Morrow County will treat the rest breaks used by the employee for expressing milk as paid rest breaks up to the amount of time Morrow County is required to provide as paid rest breaks and/or meal periods under applicable personnel rules or collective bargaining agreements. Additional time needed beyond the paid rest breaks and/or meal periods may be taken as unpaid time.

If an employee takes unpaid rest breaks, Morrow County may, at the discretion of the employee's supervisor, allow the employee to work before or after her normal shift to make up the amount of time used during the unpaid rest periods. Morrow County will allow, but not require, an employee to substitute paid leave time for unpaid rest periods taken in accordance with this policy.

Morrow County will make a reasonable effort to provide the employee with a private location within close proximity to the employee's work area to express milk. For purposes of this policy, "close proximity" means within walking distance from the employee's work area that does not appreciably shorten the rest or meal period. A "private location" is a place, other than a public restroom or toilet stall, in close proximity to the employee's work area for the employee to express milk concealed from view and without intrusion by other employees or the public.

If a private location is not within close proximity to the employee's work area, Morrow County will identify a private location the employee can travel to. The travel time to and from the private location will not be counted as a part of the employee's break period.

### Notice

An employee who intends to express milk during work hours must give their supervisor reasonable oral or written notice of her intention to do so, in order to allow Morrow County time to make any preparations necessary for compliance with this rule.

### Storage

Employees are responsible for storing expressed milk. Employees may bring a cooler or other insulated food container to work for storing the expressed milk. If an office provides access to refrigeration for personal use, an employee who expresses milk during work hours may use the available refrigeration.

## **J. Transfers**

An employee requesting transfer from a position in one department to a position in a different department shall apply in the manner provided in the advertisement or posted job announcement. It shall be the employee's choice whether to inform their current department head of the application. If the application is successful, the employee will give the current department head the customary two-week notice before assuming their new position, unless some other time frame can be mutually agreed upon between the two affected department heads.

An employee requesting transfer from one classification to another may not be considered for the transfer if he/she does not possess the minimum qualifications for the new classification.

When an employee transfers to a different position in the same pay range on the salary scale, the rate of pay will remain the same. For transfers to a higher classified position, see promotions. For transfers to lower classified positions, see voluntary demotions below.

## **K. Promotions**

It is the County's policy to encourage and promote the professional growth of each employee. Therefore, the County encourages employees to apply for promotions to positions for which they are qualified. Promotions shall be based on the ability, qualifications and potential of candidates for the position.

The appointing power may recruit both current employees and applicants from outside the County service to insure the selection of the most qualified and appropriate person to fill a position. The appointment to fill a vacancy in a management position may be made either by promotion from within the department or on a competitive basis utilizing outside sources.

When an employee is promoted, they will be paid at the first step of the new pay range that provides for an increase in pay. Step increases thereafter shall be based on the anniversary date of the promotion.

## L. Demotions

A demotion is an appointment of an employee from a position in one class to a position in another class having a lower salary range. Demotions may occur for the following reasons:

### Involuntary

The demotion of an employee which may be instituted as a disciplinary action. Involuntary demotions for cause or performance related problems will result in placement at the next lower step on the salary scale

### Voluntary

A demotion requested by an employee where the action is entirely voluntary on the part of the employee and not taken for disciplinary reasons. If an employee is voluntarily demoted (applies for and accepts a position in a lower salary range) the employee shall be paid at the same longevity step of the lower salary range.

## M. Reductions in Force (Layoffs)

The County may lay off an employee due to changes in duties; reorganization of positions; elimination of a position or service; lack of work; shortage of funds; or other cause which does not reflect discredit on the service of the employee.

A reasonable effort will be made to integrate employees subject to the layoff into other departments, if vacancies exist.

In determining the order of the layoff, the decision shall be based on a combination of considerations including, but not necessarily limited to, the specific qualifications and skills required in the work to be performed following the layoff, job performance, and seniority.

Upon a layoff, the County shall cease to pay for any benefits, but the employee may [opt for continuation of benefits through COBRA at their own expense pay for group coverage of health benefits under COBRA](#) in accordance with current state and federal law.

Employees re-employed with the County within 18 months of the layoff will retain their seniority and longevity placement on the appropriate pay scale. Time away from the job will not be counted toward seniority/longevity, but will begin accruing again at the time of rehire.

~~The employee on a layoff will have the option of cashing in all accrued vacation leave while on layoff status or leaving the vacation accruals intact for the return to work. Accrued sick leave may not be cashed in. No leave, whether paid or unpaid, may be retained for longer than one year. If an employee remains on layoff status for longer than one year, accrued vacation leave shall be paid out.~~

## **N. Working Out of Class**

Employees are considered to be working 'out-of-class' when they are assigned by the County to perform the duties of a Department Head's job specification that pays a higher job rate than the employee's current position in addition to their regular duties. Whenever these occasions extend for a period of time ~~beyond 30 days~~, it is appropriate to consider temporary additional pay to compensate for the additional responsibilities that the employee may be required to undertake. Employees working-out-of-class will only be eligible for the interim pay for a period of 6 months. However, a maximum period of 1 year may be approved based on the position being designated as 'hard-to-fill' by Human Resources.

The Board of Commissioners will decide, based on the ability, qualifications, and candidates for the position and if appropriate, to designate an employee to be "working- out-of-class".

The employee who is selected to temporarily work out of class will receive an increase to their base rate of pay to the greater of:

1. The classification salary base rate of pay of the higher-level position, or
2. 5% above the employee's regular base rate of pay.

Eligibility:

1. Director, Department Head, or equivalent level positions.
2. The active employee must assume a substantial portion, if not all, of the duties of the interim assignment.
3. The new duties to be performed are clearly differentiated from the duties normally performed by the employee.
4. ~~The incumbent must meet the minimum qualifications of the interim role, as defined by the position.~~

Upon return to or appointment of a person to the department head position, the employee working out of class will be returned to their regular duties and regular rate of pay.

If an employee is temporarily assigned to a lower job classification, the employee shall continue to receive the employee's regular rate of pay during such assignment, except that this provision does not cover an employee who is demoted by the County.

## **O. Employee-Incurred Expenses and Reimbursements**

Morrow County will pay actual and reasonable business-related expenses incurred by an employee in the performance of his/her job responsibilities if they are: (1) listed below or elsewhere in this handbook; and (2) pre-approved by the supervisor/manager before they are incurred. Morrow County will not pay for or reimburse the costs incurred by a spouse, registered same-sex domestic partner or travel companion who accompanies the employee on Morrow County-approved travel.

Employees must provide a completed and signed expense report and evidence of proof of purchase (receipts) within one month of the expense being incurred or the employee risks forfeiting his/her payment or reimbursement.

## **P. Travel Policy**

**Commented [A8]:** New policy implemented 2019

The purpose of this policy is to provide guidelines for the reimbursement of necessary, out-of-pocket expenses incurred in the course of an employee's job performance. Morrow County hereby adopts an "accountable plan" whereby: 1) all expenses must have a business connection, 2) expenses must be substantiated, and 3) unspent amounts must be returned. It is the intent of this policy that travelers will select the lodging, meals, and method of transportation most economical to the County.

### Transportation & Mileage

Travel must be over the most direct and usually traveled route. If an employee travels by an indirect route for personal convenience, or interrupts travel by a direct route, the employee will bear the extra expense. Travel between home and the workplace is not reimbursable for employees. Mileage will normally be claimed from an employee's workplace. Travel may be requested from an employee's home, rather than from the workplace if it is economically beneficial to Morrow County.

Travel of employees on official business shall whenever possible and practical, be by County-owned vehicle. Reimbursement is available for employees (elected and non-elected), and members of various boards and commissions, if travel has been approved and budgeted by that board or commission. Employees must furnish a record of where, when and why they traveled on business in order to receive the mileage allowance. The employee, ~~or~~ board, or commission member will be responsible for ensuring that sufficient accident and injury insurance coverage exists on their private auto to cover the employee's liability for accident or injury.

Employees will be reimbursed for authorized use of their personal vehicles at the rate established by the Internal Revenue Service if there is not a County vehicle available. Employees who have a County vehicle available to them and choose to use their private auto for personal convenience will be reimbursed at 50% of the IRS per mile rate. Reasonable parking costs are also reimbursed upon submission of receipts on an expense report. Any traffic citations or court-ordered fees relating to driving or parking offenses (including parking tickets) are the responsibility of the employee and will not be reimbursed by Morrow County. If two or more employees ride together, only one may be reimbursed for mileage.

**Commented [A9]:** Added from previous Travel Policy

### Out-of-State Travel

Due to the expense, out-of-state travel (defined as traveling beyond Oregon, Washington, and Idaho) should be rare and should be undertaken only when there is no viable in-state alternative. All out-of-state travel requires advance notice either during the Budget process or presented to the Board of Commissioners 30 days in advance of the travel date, or as soon as you have been notified of expected travel plans. Emergency out-of-state travel by Sheriff's Office or District Attorney's Office personnel for official law enforcement or prosecutorial business, including but not limited to prisoner

extradition or witness interviews may be approved by the Sheriff or District Attorney with notice to the County Administrator and with no further approval required.

Requests for out-of-state travel will be considered on a case-by-case basis. In general, out-of-state travel shall be approved under the following circumstances:

- It is for training that is directly related to an employee's essential job functions and no comparable training is available in-state or is not provided in-state in a timely manner.
- It is for continuing education or accreditation required for a professional license or certification an employee must maintain and no comparable programs are available in-state or are not provided in-state in a timely manner.
- It is for an annual conference of a professional association that provides unique training or educational opportunities for an employee who is a member of the association.
- It is for the furtherance of Morrow County interests before other government agencies with legislative or financial control over matters expected to impact Morrow County.

Use of private or rental airplanes must be authorized by [the County Administrator or member of the Board of Commissioners](#).

Use of other modes of public transportation (commercial airplanes, taxis, buses, rental cars, railways, shuttles, etc.) is reimbursed at actual cost. Employees will select the class of transportation most economical to the county. Receipts must be provided to receive reimbursement.

Any and all employee travel must be authorized by their Department Director or Elected Official. Travel reimbursements paid from outside of Morrow County may be approved with notice to the County Administrator.

Drivers of County-owned vehicles shall obey all traffic and speed laws. No alcoholic beverages shall ever be carried in a County-owned vehicle except as required for evidence by law enforcement officials.

#### Vehicle Use

No personal use of County vehicles – Morrow County provides vehicles, either owned or leased by Morrow County, to employees for County business use except as authorized below:

- When the vehicles are not being used, they must be kept on the employer's premises, except when they are temporarily located elsewhere, such as for repairs or assigned to a Commissioner as defined in the Commissioner Vehicle Policy below.
- Employees may not use the vehicles for personal purposes except for de minimis use.

No personal use of County vehicles required to be used for commuting – The Morrow County Board of Commissioners hereby requires all of the employees listed below to commute to and from work in the following vehicles assigned to them:

- Marked police vehicles assigned to Sheriff Deputies.
- Unmarked law enforcement vehicles assigned to the Sheriff, Undersheriff, Detectives, District Attorney, and Deputy District Attorney (when acting as on-call counsel).

**Commented [A10]:** Policy amended in 2019



- Marked, specially equipped pickups assigned to the Public Works Director and the Assistant ~~Road Master~~ Public Works Director.
- Marked, specially equipped pickup assigned to the General Maintenance Supervisor, when due to inclement weather, the sanding or snow plow equipment is attached.

This policy hereby prohibits the employees listed above from any personal use other than commuting or de minimis personal use.

#### Commissioner Vehicle Policy

A County-owned vehicle may be assigned to each member of the Board of Commissioners. County-owned vehicles that are assigned to individual Commissioners under this Section shall be used for County business purposes only and may be parked overnight at a County owned facility or at the residence of the assigned Commissioner. If a County-owned vehicle is parked at the residence of a Commissioner, the Commissioner shall sign a written statement acknowledging that the vehicle will be used solely for business purposes. The Commissioner shall keep a record of each vehicle trip that details the date, purpose of the trip, and miles traveled in order to document that the vehicle was used solely for County business purposes.

#### Meals

Receipts for meals are required and must be attached to the claim form for reimbursement or payment. Receipts shall show the detail of services purchased or if not available, a written explanation by the employee can be attached. No more than a 15% gratuity will be reimbursed. Alcohol beverages are not allowable expenses.

If two or more employees are attending a function outside of Morrow County, one employee can pay for another employee's meal and turn in both for reimbursement or payment. The cost of each meal should be clearly broken out.

When traveling outside of Morrow County, meal expenses will be allowed for travel that is both out-of-county and overnight, and for meals not provided by the conference, training, meeting or hotel. Request for payment or reimbursement and the associated agenda shall be incorporated in the Travel Expense Reimbursement Claim Form. Employees shall follow the U.S. General Services Administration (GSA) guidelines for breakfast, lunch, and dinner only. GSA rates include gratuity. Claims in excess of GSA rates will be at the employee's expense.

Link to GSA rates; <http://www.gsa.gov/portal/category/100120>.

When the travel period is less than 24 hours, the following guidelines shall be used for payment or reimbursement:

1. Breakfast - if departing prior to 7:00 a.m., or returning after 8:00 a.m.
2. Lunch - if departing prior to 12:00 noon, or returning after 1:00 p.m.
3. Dinner - if departing prior to 6:00 p.m., or returning after 7:00 p.m.

When travel is overnight, the County will reimburse or pay up to the total daily meal rate maximum allowed by GSA, unless a meal is sponsored by the conference, training meeting for that day.

Commented [A11]: From previously approved travel policy

### When Traveling In County

Meal expenses will be reimbursed by the County only as provided in this section.

1. Directly Related. The meal is combined with the conduct of County business, County business is actually conducted during the meal period, and there is more than a general expectation that some County benefit will be derived from the combined business and meal meeting; or
2. Trade/Professional Meeting. The meal is directly related to and necessary for attending a meeting, conference or convention of a chamber of commerce, business league or a trade/professional association.

Reimbursement or payment requests must be submitted within 30 days of expenditure, and include original detailed receipts, documentation of the business purposes of the meal, and a list of those attending the meal. GSA meal guidelines shall be followed.

### Lodging

Lodging costs are allowed when County business requires an overnight stay. Receipts for lodging are required and must be attached to the claim for reimbursement.

### Travel Time

Employees required to travel away from the home community in the performance of their duties will be compensated for travel time as work time, whether driving or a passenger. The expense and demands on the employee of travel time may be mitigated by flexing a normal work schedule to accommodate travel time.

### Miscellaneous

Receipts are required for miscellaneous items such as bridge tolls, parking fees, phone calls (for County business), fax charges, etc. Reimbursement is not allowed for entertainment or incidental expenses.

### Elected Officials

Whenever a person is duly elected to fill the position of a County elected official but has not yet taken office, their expenses while traveling on authorized County business may be paid or reimbursed by the County in accordance with these policies.

Any exceptions to the travel policy must be approved by the Board of Commissioners

## **Q. Reporting Changes to an Employee's Personal Data**

Because personnel records are used to administer pay and benefits, and other employment decisions, employees are responsible for keeping information current regarding changes in name, address, phone number, exemptions, dependents, beneficiary, etc. Keeping personnel records current with regard to pay, deductions, benefits and other matters is important. If an employee has changes in any of the following items, please notify Payroll/Human Resources in writing to ensure that the proper updates are completed as quickly as possible:

- Name;

- Marital status/Domestic Partnership (for purposes of benefit eligibility determination only);
- Address or telephone number;
- Dependents/ [Beneficiaries](#);
- Person to be notified in case of emergency;
- Other information having a bearing on your employment; and
- Tax withholding.

Employees may not intentionally withhold information from Morrow County about the items listed above in order to continue to receive benefits or anything of value for themselves or anyone else. Upon request, Morrow County may require employees to provide proof of marital status/domestic partnership status. Employees who violate this policy may be subject to discipline, up to and including termination.

Commented [A12]: New

#### R. Residency Requirement

Residency shall not be a condition of initial or continued employment. However, employees are encouraged to live within the County and to participate in civic affairs.

#### S. Personnel Files

Employee personnel files will be kept by Human Resources. All information contained in this file is confidential and will be kept in a secure location to which only the person responsible for maintaining the file has access. The contents of the Personnel File may be released only to those with a "need to know". The employee may review their own personnel file upon making a request to the HR Director, which review may be scheduled for a time that is convenient to both parties so long as it is not unreasonably delayed. The employee may also request a copy of anything in his or her own file. An employee may include a written statement of explanation or rebuttal to any performance appraisal material placed in their file.

Commented [A13]: Edited Policy, Removed the specific items that were listed as kept in the files

#### T. Performance Reviews

All Morrow County employees will receive periodic performance reviews. Performance reviews serve as one factor in decisions related to employment, such as training, merit pay increases, job assignments, employee development, promotions, retention and discipline/termination. Any employee who fails to satisfactorily perform the duties of his/her position is subject to disciplinary action (including termination).

Morrow County's goal is to provide an employee with his/her first formal performance evaluation within six months after hire or promotion. For [salaried exempt](#) employees ~~at step 11 or above on the management scale~~, they will be provided with an evaluation within one year after hire or promotion. After the initial evaluation, Morrow County will strive to provide a formal performance review on an annual basis.

Reviews will generally include the following:

- An evaluation of the employee's quality and quantity of work
- A review of exceptional employee accomplishments
- Establishment of goals for career development and job enrichment

- A review of areas needing improvement
- Setting of performance goals for the employee for the following year.

Employees who disagree with a performance evaluation may submit a written response with reasons for disagreement. The employee's response shall be filed with the employee's performance evaluation in the employee's personnel file. Such response must be filed not later than 30 days following the date the performance evaluation was received.

Supervisors and managers are encouraged to provide employees with informal evaluations of their employees' work on an as-needed basis.

#### **U. Job Classification**

The purposes of a classification plan are:

- To provide the fundamental basis of the compensation program and other aspects of the personnel program.
- To provide like pay for like work.
- To establish Qualification standards for each class and a basis for recruiting, testing and other selection purposes.
- To provide managers with a means of analyzing work distribution, areas of responsibility, lines of authority, and other relevant relationships between individuals and groups of positions.
- To assist managers in determining personnel service costs and projections for annual budget requirements.
- To provide a basis for developing standards of work performance.
- To establish lines of promotional opportunity.
- To indicate employee training needs and development potential.
- To provide uniform and meaningful titles for all positions.
- To develop written descriptions, including performance criteria, for all classes.
- To standardize class titles such that each indicates a definite range of duties and responsibilities and has the same meaning throughout County employment.

*Titles and Job Descriptions* - Each position shall have a job description that includes a concise description of the duties and responsibilities of the position. Position descriptions take into consideration the requirements of the job and are merely descriptive and explanatory of the work to be performed. They may not include all of the duties and are not intended to replace detailed work assignments.

*Maintenance of Job Descriptions* - Department Heads are responsible for notifying the HR Director of any material changes in positions. The HR Director will review the Job Description and the placement of the position on the pay scale according to the CLASSIFICATION [REVIEW AND PROCESS below](#).

*New Positions* - Only the BOC may authorize the addition of any new positions and allocate positions to an appropriate pay scale, based on the recommendation of the HR Director.

Appeals regarding the assigned pay scale may be submitted by the Department Head and shall be submitted within 30 days of written notification of the approval of the new

position and the pay scale. Appeals shall be handled according to CLASSIFICATION REVIEW AND PROCESS [below](#).

Justifications of the need for the position including a description of the duties and responsibilities that are anticipated to be assigned to the proposed position are expected to accompany any request for a new position.

#### V. **Reclassification**

Positions may be reclassified whenever the duties of the position change significantly. See Classification Process for the procedures to reclassify.

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Reclassification of a position shall not be used as a substitute for disciplinary action or to avoid restrictions concerning compensation.

Reclassification of a position shall also not be used as a reward for exceptional performance. Submitters must be mindful of reclassifying the position instead of the employee.

Reclassification will have the following effect on employee status:

To a Higher Salary Range - When a position is reclassified to a class that carries a higher salary range and the incumbent meets the qualifications established for the class, the employee will serve the appropriate probationary period in the new class. If the incumbent does not meet the necessary qualifications, the rules governing transfer, demotion or layoff will apply.

To the Same Salary Range - When a position is reclassified within the same salary range, or there is a change in title or description that does not constitute an upgrading or down grading of the class, the incumbent will retain the same probationary or regular status in the new class. Any exception to this rule must be based on a finding that the new class requires knowledge, skills or abilities which the incumbent does not possess.

To a Lower Salary Range - When a position is reclassified due to an employee request that some responsibilities be transferred to other positions, it will be considered a voluntary reduction in duties and will result in a corresponding reduction in pay. When a position has been reclassified as a result of a reduction in duties and responsibilities for operational considerations, it will be considered an "involuntary" reduction in duties and will result in a wage freeze.

#### W. **Classification Process**

Initial Classification/Reclassification [Process](#)  
**Initial Classification**

To begin the process for a new position, the position will be thoroughly defined through the completion of a job description. Attached to the job description shall be the FTE Ask Executive Summary document from the Department Head (Submitter) stating the specific skills and duties of the position. Specifically focus on the following five (5) factors: Mental, Physical, Social, Work Environment, and Accountability.

1. In order to establish an appropriate pay range, the Human Resource Director will evaluate the application and job description for placement on the pay range scale based on the JOBMEAS™ method. A salary survey will also be conducted of counties of similar population. The Human Resources Director shall survey the three counties larger and the three counties smaller than Morrow County, based on the population information provided in the Oregon Blue Book. All forms of compensation will be reviewed, including but not limited to wage, insurances, retirement, holidays, etc. All efforts to provide information from the 6 counties mentioned above will be made, however, if these counties within the size do not have a position similar then other counties will be used to provide substantial findings.
2. Human resources will have 30 days to complete this process and notify the submitter with the results. If there is a delay in the process, the submitter will be notified prior to the expiration of the 30 days.
3. A written notice of findings will be prepared by HR. The results will be presented to the submitter, his/her department head, or the department Director, and the County Administrator. The submitter will be instructed that if they are unsatisfied with the decision, they may pursue an appeal to the appeal committee within seven calendar days.
4. If no request is received within seven calendar days Human Resources will take the findings to the Board of Commissioners for decision. Human Resources will notify the employee of the decision.
5. If the submitter requests an appeal, Human Resources will have 45 days from the date of the request to complete the appeal process.
6. Upon completion of the appeal committee's considerations, a written notice of decision will be prepared. The results of the appeal committee deliberations will be presented to the submitter, their direct supervisor or department Director, and the County Administrator. The submitter will be instructed that if they are unsatisfied with the appeal committee's findings, they may request to elaborate in-person to the appeal committee or they may pursue an appeal to the commissioners. Either of these requests will need to be received within 7 calendar days of the day they were notified of the findings. If no request is received within 7 calendar days, human resources will take the findings to the commissioners for consent.
7. If the submitter requests to elaborate in-person to the appeal committee, a meeting will be scheduled and conducted. The appeal committee will notify the submitter via written notice of decision. The submitter will be instructed that if they are unsatisfied with the appeal committee's findings, they may pursue an appeal to the commissioners. The request must be received within 7 calendar days of receiving the written notice. If no request is received within 7 calendar days, human resources will take the findings to the commissioners for consent.
8. If the submitter requests to appeal to the Commissioners, the HR Director will advise the Commissioners of the request and will prepare all information regarding the reclassification request to date for their review. The Commissioners will review the

appeal request in a public meeting within 30 days of the request for appeal from the submitter. The submitter may elaborate in person. The Commissioners will approve or deny the findings of the appeal committee. The results of the commissioner's deliberations will be provided to the submitter in a final notice of decision.

9. The decision of the Board of Commissioners is final.

### **Reclassification**

A reclassification shall include the application, a redline updated job description, and a copy of the position's overhead costs. The reclassification application may only be submitted by the department head or the employee in the position (submitter). In order to have a position considered for reclassification, the department head or the submitter must deliver the completed application to the Human Resource Director before November 1 for consideration for the next fiscal year starting July 1.

1. The Human Resources Director will review the application for completeness and conformity to standards and inform the submitter that the reclassification request will be processed.
2. In order to establish an appropriate pay range, the HR director will evaluate the application and job description for placement on the pay range scale based on the JOBMEAS™ method.
3. Human Resources, Administration, and Finance will meet and review the application and attachments.
4. Human resources will have 30 days to complete this process and request a meeting with the submitter. If there is a delay in the process, the submitter will be notified prior to the expiration of the 30 days.
5. A written notice of decision will be prepared by HR. The results will be presented to the submitter, his/her department head, or the department Director, and the County Administrator. The submitter will be instructed that if they are unsatisfied with the decision, they may pursue an appeal to the appeal committee within seven calendar days.
6. If no request is received within seven calendar days human resources will take the findings to the Board of Commissioners for concurrence. Human Resources will notify the employee of the decision. If the Commissioners do not approve of the findings of the HR Director they may request a review by the appeal committee.
7. If the submitter or the Commissioners requests an appeal, human resources will have 45 days from the date of the request to complete the appeal process.
8. Upon completion of the appeal committee's considerations, a written notice of decision will be prepared. The results of the appeal committee deliberations will be presented to the submitter, their direct supervisor or department Director, and the County Administrator. The submitter will be instructed that if they are unsatisfied with the appeal committee's findings, they may request to elaborate in-person to the appeal

committee or they may pursue an appeal to the commissioners. Either of these requests will need to be received within 7 calendar days of the day they were notified of the findings. If no request is received within 7 calendar days, human resources will take the findings to the commissioners for consent.

9. If the submitter requests to elaborate in-person to the appeal committee, a meeting will be scheduled and conducted. The appeal committee will notify the submitter via written notice of decision. The submitter will be instructed that if they are unsatisfied with the appeal committee's findings, they may pursue an appeal to the commissioners. The request must be received within 7 calendar days of receiving the written notice. If no request is received within 7 calendar days, human resources will take the findings to the commissioners for consent.
10. If the submitter requests to appeal to the Commissioners, the HR Director will advise the Commissioners of the request and will prepare all information regarding the reclassification request to date for their review. The Commissioners will review the appeal request in a public meeting within 30 days of the request for appeal from the submitter. The submitter may elaborate in person. The Commissioners will approve or deny the findings of the appeal committee. The results of the commissioner's deliberations will be provided to the submitter in a final notice of decision.
11. The decision of the Board of Commissioners is final.

Appeal Committee – Once the appeal request is received the appeal committee will be notified of the request.

The appeal committee shall consist of the following:

- a. One employee representative and two alternates (from any of the three Morrow County bargaining units).
- b. One (1) management representative and one alternate.
- c. One (1) elected official, however, not a member of the Board of Commissioners, and one alternate.
- d. Human Resources Director

The members of the appeal committee may not work in the same department as the submitter. Alternates may be appointed in order to maintain an unbiased committee.

Each member, except the HR Director, will serve a three-year term, with one employee, management representative, or elected official being replaced each calendar year. The HR Director is a permanent ex officio member and shall act as a facilitator for the committee but shall be without a vote. Each member of the appeal committee will receive information and training regarding the classification system and the evaluation process. The appeal committee shall meet on an as-needed basis.



The appeal committee will be provided with all of the material submitted on the position to date including the application and job description, the Human Resource Director's notice of decision, and the request for appeal.

The appeal committee will review the appeal request and prepare their findings within 45 days of the date of the request.

\*\* JOBMEAS™ is a tool for evaluating job descriptions for placement on a pay scale. This tool is a product of Jacobsen, Betts, and Company of Seattle, WA. This tool is a mathematically and statistically based spreadsheet that allows for the comparison of duties and skills as job factors.

~~—Initial Classification: To begin the process for a new position, the position is thoroughly defined through the completion of a new Job Description. Attached to the Job Description shall be a memo FTE Ask Executive Summary document from the Department Head (Submitter) stating the specific skills and duties of the position. Specifically focus on the following five (5) factors: mental requirements, physical requirements, social requirements, work environment, accountability, job duties/responsibilities.~~

~~A) Reclassification: A reclassification shall include an updated Job Description and may only be submitted by the Department Head or the employee in the position (Submitter). In order to have a position considered for reclassification, the Submitter must submit the modified Job Description, current overhead costs, and Explanatory Memo completed reclassification application to their Supervisor to review and sign. The Supervisor and/or submitter must then deliver to the HR Director before November 1. The HR Director will review the Job Description for completeness and conformity to standards.~~

~~Step 1: In order to establish an appropriate Pay Range, the HR Director will evaluate the updated Job Description and Explanatory Memo for placement on the Pay Range scale based on the JOBMEAS™ method. The results will be presented to the Board of Commissioners (BOC) for concurrence. After the BOC concurrence, the HR Director will prepare a written Notice of Decision. (\*See JOB MEAS™ explanation at the end of this Article.)~~

~~Step 2: If the Submitter does not agree with the salary range establish by the JOBMEAS™ method, they may request that a salary survey be conducted of counties of similar population. The HR Director shall survey the three counties larger and the three counties smaller than Morrow County, based on the population information provided in the Oregon Blue Book. All forms of compensation will be reviewed, including but not limited to: wage, insurances, retirement, holidays, etc.~~

~~Once the HR Director reviews the position and performs the JOBMEAS™, the HR Director will review results with County Administrator and Finance Director (Reclass Only). The results will be presented to the BOC for concurrence. After BOC concurrence, a written Notice of Decision will be prepared. The Submitter will be instructed that if they are unsatisfied with the classification, they may pursue a Request for Review, as outlined~~

**Commented [A14]:** From change in Reclass procedure done in 2019

below. The HR Director's decision will be implemented if a Request for Review is not submitted by the deadline.

#### Request for Review

A Request for Review must be on the basis that one (or more) of the factors identified above is (are) believed to be evaluated incorrectly or that the Market Data is incorrect. The Request for Review must be delivered to the HR Director within thirty (30) calendar days of the date of the Notice of Decision. To request a review, the Submitter must identify either: 1) each factor that they believe to be incorrect, why they believe it to be so, and what they believe would be correct, or 2) Why the Market Data is incorrect. This information must be submitted in writing. It is the responsibility of the Submitter to provide adequate information and detail to support the claim.

When the HR Director reviews the request, the Submitter may elaborate in person regarding their written Request for Review or they may have their written request stand alone.

As at the first phase, after the HR Director reviews the position, the results will be presented to the BOC for concurrence. After BOC concurrence, the Submitter is provided with a Notice of Decision and instructed that if they remain unsatisfied with the classification, they may pursue it to the next step, Appeal (See C. Appeal below). The HR Director's decision will be implemented if an appeal is not submitted by the deadline.

All levels of classification or reclassification must be observed sequentially. A Submitter may not apply for a Request for Review if the position was not first Reclassified. Likewise, a Request for Appeal may not be submitted if a Request for Review was not first observed.

#### Appeal

The Appeal Notice must be submitted in writing to the HR Director within thirty (30) calendar days of the date of the Request for Review Notice of Decision and identify what factors they believe to be incorrect and why, as well as what they believe would be an appropriate Pay Range. The Appeal Notice must be reviewed within thirty (30) days of submission.

The Appeal Notice shall be reviewed by an Appeal Committee. The committee shall consist of the following: one employee representative (from any of the County's bargaining units), one Management representative, one Elected Official (not a member of BOC), and the HR Director. The members of the Appeal Committee may not work in the same Department as the Submitter. Alternates may be appointed in order to maintain an unbiased Appeal Committee.

Each member, except the HR Director, will serve a three (3) year term, with one employee, Management representative, or Elected Official being replaced each calendar year. The HR Director is a permanent ex officio member and shall act as a facilitator for the committee but shall be without a vote. Each member of the Appeal Committee will receive information and training regarding the classification system and the evaluation process. The Appeal Committee shall meet on an as needed basis.

The Appeal Committee will be provided with all of the material submitted on the position to date, including: The Job Description and Submitter Explanatory Memo; HR Director

~~Notice of Decision(s); the documentation prepared in the Request for Review; and the Request for Appeal.~~

~~The Appeal Committee will review the appeal request within 30 days. The Submitter may elaborate in person regarding their written Request for Review and other documents or they may have their written request stand alone. If the Submitter is the Department Head, the subject employee may also address the Appeal Committee. The results of the Appeal Committee deliberations will be presented to the BOC for concurrence. After BOC, the results will be provided to the Submitter in a Final Notice of Decision.~~

#### ~~Board of Commissioners Appeal~~

~~The Submitter may appeal the decision of the Appeal Committee to the BOC. The BOC will be provided with copies of all documents provided to the Appeal Committee as well as a copy of the Appeal Notice of Decision. The BOC will review the appeal request in a Public Meeting within 30 days. The Submitter may elaborate in person regarding their written Request for Review and other documents or they may have their written request stand alone. If the Submitter is the Department Head, the subject employee may also address the BOC. The results of the BOC deliberations will be provided to the Submitter in a Final Notice of Decision. The decision of the BOC is final.~~

~~\*\*JOB MEASTM is a tool for evaluating job descriptions for placement on a pay scale. This tool is a product of Jacobsen, Betts and Company of Seattle, WA. This tool is a mathematically and statistically based spreadsheet that allow for the comparison of duties and skills as job factors.~~

### **III. Compensation**

#### **A. Payroll Policies**

The HR Department shall prepare the ~~BOC Board of Commissioners~~ a pay plan which shall prescribe a minimum, a maximum and any intermediate rates of pay appropriate for each position. Employees should refer to their pay scale to identify the number of steps and ranges for their employee group.

Human Resources shall periodically compare the current County salary rates, compensation policies, and personnel developments with those of other public employers within the same job market. Changes in the cost of living shall also be considered. Established salaries are based on current information and are subject to change.

#### Payday

Employees will be paid biweekly. Paydays are generally every other Thursday, for both non-exempt and exempt employees. Time sheets are due to the HR/Payroll Department with the approval of both the employee and Supervisor by 12:00 noon on Monday of the week that paychecks are issued.

Morrow County does not provide advance payments of salary or loans from salary to be earned.

Net pay will be directly deposited into the employee's bank account, unless an employee ~~requests~~[request](#) otherwise. If an employee requests to pick up his/her paycheck from Morrow County, only the employee named on the paycheck will be allowed to do so unless the employee provides written permission to Morrow County for someone else to receive the check.

Paychecks will not be issued without a time sheet unless approved by a member of the Board of Commissioners.

#### Rates of Pay

Each employee will be paid at one of the steps of the range assigned for the classification to which the employee belongs.

- New Hires - Normally an employee will be appointed to the first step of the range established for the classification. Where economic conditions, unusual employment conditions, availability of applicants or qualifications of the candidate suggest a higher starting rate, the BOC is authorized to approve employment at a higher step of the salary range.
- No Voter Approved Budget – In case the fiscal year starts without a voter approved budget, all salaries not covered by labor contracts are frozen at present levels until funds are approved. Salary adjustments will be retroactive to the beginning of the fiscal year according to funds allotted.

#### Definitions

*Steps* – The number of levels of pay available for each pay range. Movement along steps is usually tied to longevity and the amount of time between steps identified in each employee group's pay scale. The first step is usually the rate paid at hire and the last step is the maximum pay available for that position and is reached only after working the prescribed amount of time defined by each pay scale group.

*Range* – The salary rate identified for each position or group of positions which equitably reflects the difference in duties and responsibilities as identified through position classification and comparison to comparable positions in the public employment job market.

*Employee Group* – Employees who are on the same salary scale, specifically: 1) Elected Officials 2) Administration/~~Non-Union~~[Non-Union](#) 3) Sheriff's Association 4) Public Works Road Union 5) General Employee Union.

[Payroll Change Form – A form that is required to be submitted by the Director to Payroll for any change reason including: new hire, step increase, pay line change, classification change, promotion, demotion, position title change, pay code access change, or anything that involves changes being made to an employee's status.](#)

### **B. Timekeeping Requirements**

Employees shall maintain accurate records of their attendance and are required to record their own time at the beginning and end of each work period, including before and after the meal period. Employees are responsible to submit timesheets biweekly to their Supervisor. The Supervisor must then verify accuracy and approve for submission to

HR for payroll purposes. Original time sheets are due to Payroll by 12:00 noon on Monday of the week that paychecks are issued. Filling out another employee's timecard, allowing another employee to fill out your timecard, or altering any timecard will be grounds for discipline up to and including termination. An employee who fails to record his/her time may be subjected to discipline as well.

Salaried exempt employees also are required to record their time on a timecard every pay period. These employees will be instructed separately on this process.

Time cards will always include an approval submission by the employee and approval by an authorized person (usually the Supervisor) to verify accuracy.

### **C. Statement Regarding Pay Practices**

Commented [A15]: New

Morrow County makes all efforts to comply with applicable Oregon and federal wage and hour laws. In the event you believe that Morrow County has made any improper deductions, has failed to pay an employee for all hours worked or for overtime, has failed to pay an employee in accordance with the law, or has failed to properly calculate an employee's wages in any way, the employee must immediately report the error to his/her Supervisor or Payroll. Morrow County will investigate all reports of improper pay practices and will reimburse employees for any improper deductions or omissions. No employee will suffer retaliation or discrimination for reporting an error or complaint regarding Morrow County's pay practices.

See also "Statement Regarding Pay Equity" policy, above.

### **D. Additional Pay**

#### Overtime (Time-and-a-Half)

Department Heads and supervisors shall assign each employee regular work duties and responsibilities which can normally be accomplished within the established workday and workweek.

Morrow County pays one and one-half times a non-exempt employee's hourly rate for all hours worked over 40 in any workweek. See "Employee Classification," above.

When employees are required to work overtime, Department Heads shall authorize compensatory time off or overtime pay which shall be one and one-half times the employee's regular hourly rate of pay. The determination to grant cash compensation or compensatory time off shall be determined according to budgetary considerations. If the department possesses no budget for overtime, or if the overtime budget has been expended, compensatory time will be granted.

#### Limitation on Overtime Pay

Paid hours not actually worked (for example, sick, vacation, holidays, and family leave) will not be counted toward the 40 hours worked per workweek required to receive overtime pay unless otherwise specified by a collective bargaining agreement.

### Assignment of Overtime Work

You may be required to work overtime. When overtime work is required by Morrow County on a particular job on a shift commencing on a day other than Saturday, Sunday, or a holiday, the non-exempt employee performing that job at the conclusion of his/her straight-time hours will normally be expected to continue to perform the job on an overtime basis.

### Supervisor Authorization

No overtime may be worked by non-exempt employees unless specifically authorized in writing by a supervisor or manager except in an emergency situation. Employees who work unauthorized overtime may be subject to discipline up to and including termination.

### On-Call Pay

On-call shall be defined as periods of time outside the normal work schedule during which qualified employees, approved by the BOC, are required to remain available to respond to emergency situations. All Department Heads are required to submit a payroll change form when a new position is approved to take on-call. An on-call employee's movements are restricted as follows:

1. An employee must be able to respond to an emergency call out location within the County in not more than 1 ½ hours.
2. The employee must be able to respond by telephone within five minutes of call or page.
3. The employee may not consume any substance (including alcohol) that has known mind or function altering effects.

Periods of on-call shall normally be in blocks of 60 hours for week days (15 hours per day for the time from 5:00 p.m. until 8:00 a.m., Monday through Thursday) or 63 hours for weekends (5:00 p.m. Friday to 8:00 a.m. Monday). The department Supervisor shall be responsible for creating and posting a schedule indicating the times that qualified employees are assigned to on-call duty. Trading of scheduled on-call duty shall only be permitted, amongst those approved to take call, with the advance approval of the supervisor.

Employees who are subject to being on-call shall be compensated at the rate of \$2.00 per hour for every hour of time they are scheduled to be on-call.

In addition to the on-call compensation, union employees required to physically report to a work location during a period of on-call shall receive overtime compensation pursuant to the call-out provisions of the union contract.

Exempt employees shall not receive additional pay for time called out.

### Compensatory (Comp) Time

Overtime hours can be paid or, at the employee's option with Morrow County approval, accumulated at one and one-half times up to a maximum of 40 hours and taken as comp time off. Employees are encouraged to work with their Manager/Supervisor to schedule and use comp time within a reasonable amount of time from when it is accrued. The Supervisor may not be able to grant a time off request to use

compensatory time if an employee's absence would unduly disrupt the operations of the department.

#### Administrative Leave

In lieu of compensation for overtime worked, each exempt employee shall be credited with 40 hours of administrative leave per year. Such leave must be used in the fiscal year of which it was credited or be forfeited. No payment of administrative leave shall be made at termination. For new hires, the admin leave shall be prorated based on the proportion of the fiscal year remaining at the time of hire.

#### Longevity Pay

The County has a plan for employees not covered by other collective bargaining or personal services contracts to reward longevity of employment with pay increases in accordance with the compensation plan and salary schedule adopted by the BOC. See the pay scale to determine the number of steps that employees are compensated for longevity.

An employee retains longevity when reclassifying. Longevity is forfeited upon termination of employment for any reason.

#### Exceptional Compensation

~~The County shall compensate all overtime exempt employees on an hourly basis for exceptional work performed which is required as a result of emergency needs created by a "declared" disaster. The "declaration" must be determined by county, state or federal authority. Exceptional compensation hours are only those hours in which the exempt employee is performing work required by the County in response to the declared disaster, and which are outside the routine functions of the individual exempt employee's position. Only work hours performed during the disaster declaration period qualify for exceptional compensation under this policy.~~

~~The hourly rate for exceptional compensation hours shall be determined by the salaried employee's straight time rate or the overtime rate computed in accordance with FLSA regulations based upon the regular rate of pay paid to the salaried employee.~~

~~Exempt employees must submit a report of work hours and duties performed under this policy by the end of each affected payroll period of the declared disaster period and provide such interim reports as determined by the County Judge Board of Commissioners or designee. Work assignments performed under this policy must be pre-approved by the County Judge BOC or designee.~~

~~The County shall seek reimbursement for exceptional payroll and other costs incurred to meet response needs during declared disasters through such sources as may be available to the County during the post-disaster recovery period.~~

### **E. Compensatory Payout Upon Change in Status**

Compensatory Time – When an employee ~~is promoted from non-exempt to a salary exempt position's salary is changed due to reclassification, demotion, or promotion~~, all accrued overtime/compensatory time pay shall be converted to cash, at the rate earned prior to the change, before the next pay period.

## F. Exempt Employees

For positions determined to be exempt from state and federal overtime provisions (FLSA), overtime is considered part of the job responsibility and no overtime pay or compensatory time is provided. To be exempt, the position must meet the FLSA short or long test criterion under the Executive, Administrative or Professional standard.

In lieu of compensation for overtime worked, each exempt employee shall be credited with 40 hours of administrative leave per year. Such leave must be used in the fiscal year credited or be forfeited. No payment of administrative leave shall be made at termination. For new hires, the administrative leave shall be prorated based on the proportion of the fiscal year remaining at the time of hire.

## IV. Time Off and Leaves of Absence

### A. Attendance, Punctuality and Reporting Absences

Employees are expected to report to work as scheduled, on time, and prepared to start work. Employees are also expected to remain at work their entire work schedule, except for unpaid break periods or when required to leave on authorized Morrow County business, and perform the work assigned to or requested of them. Late arrivals, early departures, or other absences from scheduled hours are disruptive and must be avoided.

Unless specified otherwise in a policy below, employees who will be unexpectedly absent from work for any reason or who will not show up for work on time must inform their supervisor via email or phone no later than 30 minutes before the start of the employee's shift/work day. Not reporting to work and not calling to report the absence is a no-call/no-show and is a serious matter. The first instance of a no call/no show will result in a final written warning. The second separate offense may result in termination of employment with no additional disciplinary steps. A no call/no show lasting three days may be considered job abandonment and may result in termination of employment.

### B. Vacation

It is the policy of Morrow County to provide each full-time employee with vacation time on a periodic basis. The amount of vacation to which an employee becomes entitled is determined by the employee's length of service as of his/her employment anniversary date. All full-time employees shall accrue vacation time with pay at the following rates (up to maximum accrual).

<u>Years of Service</u>	<u>Hours earned per year</u>
0 – <del>5</del> <u>4</u>	96 hours
5 – <del>10</del> <u>9</u>	112 hours
10 – <del>15</del> <u>14</u>	128 hours
15 – <del>20</del> <u>19</u>	144 hours
20 +	160 hours

**Commented [A16]:** This section does not include a general "leave without pay" policy. Other than those employers subject to OFLA and/or FMLA, or those employers who have negotiated a leave without pay policy with a union, employers are not required to provide a general leave of absence policy. Consult with PreLoss about the advisability of offering a leave without pay policy not mandated by law or CBA.

This section should be used to discuss what paid leave your organization provides employees, e.g., PTO, sick leave, vacation leave. This section includes a sick leave policy that complies with Oregon's new law (effective Jan. 1, 2016).



Years of service are determined from the anniversary date of hire. Vacation time may not be taken until it is earned. Earned vacation time may be used for sick leave if necessary. Part-time employees will be pro-rated based on scheduled work.

**Commented [A17]:** Same criteria as old policy, I just feel that this makes more sense to an employee reading this

Probation: New hire probationary employees shall not be eligible for vacation leave for the first six months of employment, although vacation leave shall accrue from the beginning of employment.

Maximum Accrual: Vacation leave can accrue from year to year to a maximum amount of 256 hours. Specifically, once an employee has accumulated 256 hours, no additional vacation time shall be credited to the employee's account until he or she has taken vacation. However, if the employee has not been able to take vacation due to operational conditions, the County may provide the employee with a written waiver to the above restriction for a period of time, normally not to exceed one month, while such conditions remain in effect.

Scheduling: Vacation must be scheduled with one's supervisor at least one week in advance of the date(s) the employee wishes to take as vacation. Department Heads shall schedule vacations for their respective employees with due consideration for the desires of the employees and the work requirements of the department. Vacation schedules may be amended to allow departments to meet emergency situations.

Separation: Upon separation from service (resignation, retirement or discharge) of a regular employee who has completed at least ~~one year~~ 6 months of employment, compensation for accumulated vacation up to 256 hours will be paid to the employee. Upon death of an employee, compensation for all accrued vacation will be paid to the employee's heirs.

### C. Sick Leave

Morrow County provides eligible employees with sick leave in accordance with Oregon's Paid Sick Leave Law. This policy will be updated as necessary to reflect changes in and to ensure compliance with Oregon law.

Employees with questions about this policy may contact the HR Director. Please also refer to the Oregon Sick Leave Law poster that is posted in the nearest breakroom and is incorporated here by reference.

#### Eligibility and Accrual of Paid Sick Leave

Under Oregon's Paid Sick Leave Law and this policy, "employee" includes part-time, full-time, hourly, salaried, exempt and non-exempt employees. Sick leave runs concurrently with Oregon Family Medical Leave, federal Family and Medical Leave and other leave where allowed by law.

**Commented [A18]:** This BOLI-produced poster can be downloaded for free from: [http://d31hzhk6dl2h5.cloudfront.net/20151209/be/9c/4f/66/9b9787b523a9a4a257024812/Sick\\_Time\\_Poster.pdf](http://d31hzhk6dl2h5.cloudfront.net/20151209/be/9c/4f/66/9b9787b523a9a4a257024812/Sick_Time_Poster.pdf)  
CIS recommends cross-referencing this poster to ensure compliance with the law's notification requirements.

All regular employees shall earn sick leave with full pay at the rate of one day leave for one calendar month of service. Sick leave shall accrue from the date of employment but it shall not be granted until the successful completion of the first month of the probationary period. Sick leave shall not be accumulated in excess of 960 hours. Part-time employees will be pro-rated based on scheduled work. Paid sick leave shall be taken in hourly increments. Sick leave may not be used in advance of accrual.

**Commented [A19]:** New

### Pay Rate and Carryover

Paid sick leave will be paid at the employee's regular rate of pay. Exempt employees are presumed to work 40 hours in each workweek for purposes of their sick leave accrual unless their normal workweek is less than 40 hours, in which case sick leave is accrued based on the employee's normal workweek. ~~Generally, sick leave pay will be included in the paycheck for the next payroll period after sick leave is used, provided the employee submits adequate documentation verifying that the absence was for a qualifying reason as defined in the "Use of Sick Leave" section below.~~

Sick leave is meant to be used or carried over; any unused sick leave will not be cashed out upon separation from employment. If an employee leaves employment and is rehired within 180 days, the employee's sick leave balance will be restored.

Employees may accumulate up to a maximum of 960 hours.

### Use of Sick Leave

~~Up to 40 hours of p~~ Paid sick leave may be used each calendar year for any of the following reasons:

- For the diagnosis, care or treatment of a mental or physical illness, injury or health condition or need for preventive medical care. This is available for the employee or his/her covered family member.  
("Family member" means the eligible employee's spouse, same-gender domestic partner (as described in ORS 106.300 to 106.340), biological child, adopted child, stepchild, foster child; same-gender domestic partner's child, parent, adoptive parent, stepparent, foster parent, parent-in-law; same-gender domestic partner's parent, grandparent, grandchild; and any individual with whom the employee has or had an *in loco parentis* relationship.)
- For any purpose allowed under the Oregon Family Leave Act, including bereavement leave.
- If the employee, or the employee's minor child or dependent, is a victim of domestic violence, harassment, sexual assault or stalking as defined by Oregon law and requires leave for any of the purposes under Oregon's domestic violence leave law (ORS 659A.272).
- In the event of certain public health emergencies or other reasons specified under Oregon's sick leave law.
- First three days of leave due to an occupational injury or disease.

Employees absent from work for a qualifying reason must use accrued sick time hours for that reason and on each subsequent day of absence.

### Employee Notice of Need for Sick Leave

*Foreseeable Sick Leave.* If the need for sick leave is foreseeable, an employee must notify their Supervisor as soon as feasible before the leave is to begin. Generally, an employee must provide at least 10 days' notice for foreseeable sick leave. The request shall include the anticipated duration of the sick leave, if possible. Employees must make a reasonable effort to schedule foreseeable sick time in a manner that minimally disrupts the operations

of Morrow County. Employees must notify their Supervisor of any change in the expected duration of sick leave as soon as is possible.

*Unforeseeable Sick Leave:* If the need for sick leave is unforeseeable, the employee must notify their Supervisor as soon as feasible and comply generally with Morrow County's call-in procedures. The employee must report the reasons for absence to their Supervisor within 30 minutes of the time they are expected to report to work.

An employee must contact his/her Supervisor daily while on sick leave, unless an extended period of sick leave has been prearranged with the supervisor or when off work on protected leave. The employee shall inform his/her supervisor of any change in the duration of sick leave as soon as possible.

If an employee fails to provide proper notice or make a reasonable effort to schedule leave in a manner that is only minimally disruptive to the organization and operations, Morrow County may deny the use and legal protections of sick leave.

#### Sick Leave Documentation

If an employee takes more than three consecutive scheduled workdays as sick leave, Morrow County may require reasonable documentation showing that the employee was absent for an approved reason. Reasonable documentation includes documentation signed by a healthcare provider, or documentation for victims of domestic violence, harassment, sexual assault or stalking.

#### Sick Leave Abuse

If Morrow County suspects sick leave abuse, including but not limited to repeated use of unscheduled sick leave or repeated use of sick leave adjacent to weekends, holidays, vacations and paydays, Morrow County may require documentation from a healthcare provider. Employees found to have abused sick leave as described here may also be subject to discipline, up to and including termination.

### **D. Holidays and Floating Holidays**

Morrow County recognizes nine holidays each year. All full-time employees will receive their regular straight-time compensation for each holiday. Regular part-time employees receive pay for each designated holiday in the proportion that their normally scheduled number of hours equals 40 hours per week. The holidays celebrated are:

- New Year's Day
- Martin Luther King, Jr.'s Birthday
- President's Day
- Memorial Day
- Others as declared appropriate by the Board of Commissioners
- Independence Day
- Labor Day
- Veterans Day
- Thanksgiving Day
- Christmas Day

A holiday that falls on a weekend will be observed on either the preceding Friday or the following Monday to coincide with local custom.

To be eligible for holiday pay, an employee must have worked his/her regularly scheduled hours the workday before and the workday after the holiday or have been on an approved vacation day or any other excused absence under Morrow County policy. If an employee is on vacation when a holiday is observed, the employee will be paid for the holiday and will be granted an alternate day of vacation at a later date.

Any hourly, non-exempt employee required to work on a holiday will receive time and one-half payment for the hours worked.

## E. Family Medical Leave

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### FMLA/OFLA Policy

The following is a summary of Family and Medical Leave policy and procedures under the federal Family Medical Leave Act (FMLA) and the Oregon Family Leave Act (OFLA). Generally, and as will be discussed, eligible employees are entitled to 12 weeks of unpaid leave for the reasons identified below. Federal and state law prohibit retaliation against an employee with respect to hiring or any other term or condition of employment because the employee asked about, requested or used Family and Medical Leave. In all cases, applicable Oregon and federal laws, rules, policies and collective bargaining agreements govern the employee's and Morrow County's rights and obligations, not this policy.

Employees seeking further information should contact the HR Director. Please also refer to the "Employee Rights and Responsibilities Under the Family Medical Leave Act" and "Oregon Family Leave Act" notices posted in the nearest breakroom, which are incorporated here by reference.

### Definitions

#### *Child/Son or Daughter*

For purposes of OFLA, "child" includes a biological, adopted, foster or stepchild, the child of a registered same-sex domestic partner or a child with whom the employee is in a relationship of *in loco parentis*. For purposes of OFLA Serious Health Condition Leave, the "child" can be any age; for all other types of leave under OFLA, the "child" must be under the age of 18 or over 18 if incapable of self-care.

A "son or daughter" is defined by FMLA as a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing *in loco parentis* who is either under 18 years of age or is 18 years of age or older and "incapable of self-care because of a mental or physical disability" at the time FMLA leave is to commence. FMLA also provides separate definitions of "son or daughter" for FMLA military family leave that are not restricted by age — see below.

#### *Eligible Employee*

OFLA – To qualify for OFLA leave for a Serious Health Condition or Sick Child Leave, an employee must have been employed for at least 180 days and worked an average of at least 25 hours per week. To qualify for Parental Leave under OFLA, an employee must have been employed for at least 180 days (no per-week hourly minimum is required).

OMFLA — For purposes of Oregon Military Family Leave Act leave, the employee need have only worked 20 hours per week (no minimum length of employment required). A different calculation method applies for reemployed service members under USERRA who seek OMFLA leave; see the HR Director for more information.

FMLA — Employees are eligible for FMLA leave if they have worked for a covered employer for at least one year (which may be based on separate stints of employment) and for 1,250 hours during the 12 months preceding the date leave is to begin. They must also be employed at a worksite where 50 or more employees are employed by the employer within 75 miles of that worksite.

Leave under Oregon and federal law will run concurrently when permitted.

#### *Family Medical Leave*

This includes all of the types of leave identified in the section below, entitled "Reasons for Taking Leave," unless otherwise specified.

#### *Family Member*

- For purposes of FMLA, "family member" is defined as a spouse, parent or a "son" or "daughter" (defined above).
- For purposes of OFLA, "family member" includes the definitions found under FMLA and also includes adult children (for "serious health condition" leave only), a parent-in-law, grandparent, grandchild, registered same-sex domestic partner, and parent or child of a registered same-sex domestic partner.

#### *Serious Health Condition*

"Serious health condition" is defined under FMLA and OFLA as an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities. Under OFLA only, "serious health condition" includes any period of absence for the donation of a body part, organ or tissue, including preoperative or diagnostic services, surgery, post-operative treatment and recovery.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than three consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition.

Other conditions may meet the definition of a "serious health condition;" see the HR Director for more information. The common cold, flu, earaches, upset stomach, minor ulcers, headaches other than migraine, routine dental or orthodontia problems, periodontal disease, and cosmetic treatments (without complications), are examples of conditions that are not generally defined as serious health conditions.

#### Reasons for Taking Leave

Family Medical Leave may be taken under any of the following circumstances:

- Call to Active-Duty Leave: Eligible employees with a spouse, son, daughter or parent on active duty or call to active-duty status in the regular Armed Forces, National Guard or Reserves in support of a contingency operation may use their 12-week leave entitlement to address certain "qualifying exigencies." "Qualifying exigencies" may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings. This type of leave is available under FMLA only; however, under OFLA, specifically under the Oregon Military Family Leave Act, during a period of military conflict, as defined by the statute, eligible employees with a spouse or registered same-sex domestic partner who is a member of the Armed Forces, National Guard, or military reserve forces of the U.S. and who has been notified of an impending call or order to active duty, or who has been deployed, is entitled to a total of 14 days of unpaid leave per deployment after the military spouse or registered same-sex domestic partner has been notified of an impending call or order to active duty and before deployment and when the military person is on leave from deployment.
- Employee's Serious Health Condition Leave: To recover from or seek treatment for an employee's serious health condition, including pregnancy-related conditions and prenatal care.
- Family Member's Serious Health Condition Leave: To care for a family member with a serious health condition.
- Parental Leave: For the birth of a child or for the placement of a child under 18 years of age for adoption or foster care. Parental leave must be completed within 12 months of the birth of a newborn or placement of an adopted or foster child.
- Pregnancy Disability Leave: For incapacity due to pregnancy, prenatal medical care or birth.
- Servicemember Family Leave: Eligible employees may take up to 26 weeks of leave to care for a "covered servicemember" during a single 12-month period. A "covered servicemember" is a current member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury or illness incurred in the line of duty on active duty that may render the servicemember medically unfit to perform his/her duties for which the servicemember is undergoing medical treatment, recuperation, or therapy; or is in outpatient status; or is on the temporary disability retired list. Under some circumstances, a veteran will be considered a "covered servicemember." This type of leave is available under FMLA only.
- Sick Child Leave: To care for a child who suffers from an illness or injury that does not qualify as a serious health condition but that requires home care. This type of leave does not provide for routine medical and dental appointments or issues surrounding the availability of childcare when the child is not ill or injured. Sick child leave is not available if another family member is able and willing to care for the child. This type of leave is available only to employees who are eligible under OFLA.
- Bereavement Leave. This type of leave is addressed under OFLA; see the Bereavement Leave Policy on [page 43](#) for more information.

### Length of Leave

In any One-Year Calculation Period, eligible employees may take:

- Up to 12 weeks of Parental Leave, Serious Health Condition Leave (employee's own or family member), Sick Child Leave, or Call to Active-Duty Leave;
- An additional 12 weeks of leave may be available to an eligible employee for an illness, injury or condition related to pregnancy or childbirth that disables the employee; and
- Employees who take the entire 12 weeks of OFLA Parental Leave may be entitled to an additional 12 weeks of Sick Child Leave.

When leave is taken for Servicemember Family Leave, an eligible employee may take up to 26 weeks of leave during the One-Year Calculation Period to care for the servicemember. During the One-Year Calculation Period in which Servicemember Family Leave is taken, an eligible employee is entitled to a combined total of 26 weeks of FMLA Leave (some of which may include other types of FMLA-specific leaves of absence).

### One-Year Calculation Period

The "12-month period" during which leave is available (also referred to as the "One-Year Calculation Period") will be determined by a rolling 12-month period measured backward from the date an employee uses any Family Medical Leave. Each time an employee takes Family Medical Leave, the remaining leave entitlement would be any balance of the 12 weeks which has not been used during the immediately preceding 12 months.

### Intermittent Leave

Intermittent or reduced schedule leave may be taken during a period of Family Member or Employee Serious Health Condition Leave or Servicemember Family Leave. Additionally, [Call to Active-Duty Leave](#) may be taken on an intermittent or reduced leave schedule basis. An employee may be temporarily reassigned to a position that better accommodates an intermittent or reduced schedule; employees covered by OFLA will not be reassigned without their expressed consent and agreement. Employees must make reasonable efforts to schedule planned medical treatments to minimize disruption of Morrow County operations, including consulting management prior to the scheduling of treatment in order to work out a treatment schedule which best suits the needs of both Morrow County and the employee. Intermittent leave for Parental Leave is not available.

### Employee Responsibilities — Notice

Employees must provide at least 30 days' notice before Family Medical Leave is to begin if the reason for leave is foreseeable based on an expected birth, placement for adoption or foster care, planned medical treatment for a serious health condition of the employee or of a family member, or the planned treatment for a serious injury or illness of a covered servicemember (Servicemember Family Leave). If 30 days' notice is not practicable, because of a lack of knowledge of approximately when leave will be required to begin, a change in circumstances, or a medical emergency, notice must be given as soon as practicable. If the situation giving rise to a Sick Child Leave is

unforeseeable, an employee must give verbal or written notice to Morrow County within 24 hours of commencement of the leave.

For Call to Active—Duty Leave, notice must be provided as soon as practicable, regardless of how far in advance such leave is foreseeable.

Whether leave is to be continuous or is to be taken intermittently or on a reduced schedule basis, notice need only be given one time, but the employee must let the HR Director know as soon as practicable if dates of scheduled leave change or are extended, or were initially unknown.

If circumstances change during the leave and the leave period differs from the original request, the employee must notify the HR Director within three business days, or as soon as possible. Further, employees must provide written notice within three days of returning to work.

Regardless of the reason for leave, or whether the need for leave is foreseeable, employees will be expected to comply with Morrow County's normal call-in procedures. Employees who fail to comply with Morrow County's leave procedures may be denied leave, subject to discipline, or the start date of the employee's Family Medical Leave may be delayed.

#### Certification

Generally speaking, employees must provide sufficient information for Morrow County to determine if the leave may qualify for FMLA or OFLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for either Call to Active Duty or Servicemember Family Leave.

Employees also must inform Morrow County if the requested leave is for a reason for which FMLA leave was previously taken or certified. Additionally:

- Employees requesting serious health condition leave for themselves or to care for a covered family member will be required to provide certification from the health care provider of the employee or the covered family member to support the request.
- Employees requesting sick child leave under OFLA may be required to submit, at a minimum, a note from a doctor if the employee has requested to use more than three days (i.e., one three-day occurrence or three separate instances) of sick child leave within a one-year period.

Employees must furnish Morrow County's requested medical certification information within 15 calendar days after such information is requested by Morrow County. In some cases (except for leave to care for a sick child), Morrow County may require a second or third opinion, at Morrow County's expense. Employees also may be required to submit subsequent medical verification.

Employees will not be asked for, and they should not provide, any genetic information about themselves or a family member in connection with a FMLA/OFLA medical certification.



#### Medical Certification Prior to Returning to Work

If Family Medical Leave is for the employee's own serious health condition, the employee must furnish, prior to returning to work, medical certification from his/her health care provider stating that the employee is able to resume work.

#### Substitution of Paid Leave for Unpaid Leave

Employees are required to use accrued paid leave, including vacation, compensatory time, admin leave, and sick leave prior to a period of unpaid leave of absence on Family Medical Leave. Use of accrued paid leaves will run concurrently with Family Medical Leave. If the employee has no accrued paid leave, admin leave, vacation, compensatory time, or sick leave available to use during a Family Medical Leave, the leave will be unpaid.

#### Holiday Pay While on Leave

Employees receiving short-term or long-term disability will not qualify for holiday pay. Employees using vacation pay or sick pay during a portion of approved Family Medical Leave in which a holiday occurs will qualify to receive holiday pay. Employees who are on unpaid leave during a holiday will not qualify to receive holiday pay.

#### On-the-Job Injury or Illness

Periods of employee disability resulting from a compensable on-the-job injury or illness will qualify for FMLA Leave if the injury or illness is a "serious health condition" as defined by applicable law.

OFLA leave will not be reduced by and will not run concurrently with any period the employee is unable to work because of a disabling compensable on-the-job injury; however, if the injury or illness is a "serious health condition" as defined by Oregon law and the employee has refused a bona fide offer of light-duty or modified employment, OFLA leave will commence.

If the employee's serious health condition is the result of an on-the-job injury or illness, the employee may qualify for workers' compensation time-loss benefits.

#### Benefits While on Leave

If an employee is on approved FMLA or OFLA Leave, Morrow County will continue the employee's health coverage under any "group health plan" on the same terms as if the employee had continued to work. An employee wishing to maintain health insurance during a period of approved FMLA or OFLA leave will be responsible for bearing the cost of his/her share of group health plan premiums which had been paid by the employee prior to the OFLA/FMLA leave. Employees will not accrue vacation, sick leave or other benefits (other than health insurance) while the employee is on a [non-paid](#) FMLA or OFLA leave. The leave period, however, will be treated as continuous service (i.e., no break in service) for purposes of vesting and eligibility to participate in Morrow County benefit plans.

### Job Protection

Employees returning to work from Family Medical Leave will be reinstated to their former position. If the position has been eliminated, the employee may be reassigned to an available equivalent position. Reinstatement is not guaranteed if the position has been eliminated under circumstances where the law does not require reinstatement.

Employees are expected to promptly return to work when the circumstances requiring Family Medical Leave have been resolved, even if leave was originally approved for a longer period. If an employee does not return to work at the end of a designated Family Medical Leave period, reinstatement may not be available, unless the law requires otherwise.

The use of Family Medical Leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

Employees who work for other employers during a "serious health condition" leave may be subject to discipline up to and including termination. Additionally, all employees who use Family Medical Leave for reasons other than the reason for which leave had been granted may be subject to discipline up to and including termination.

### **F. Bereavement Leave - OFLA**

Per Oregon law, employees who have worked for Morrow County for 180 calendar days, and averaged at least 25 hours per week, may take up to two weeks of unpaid bereavement leave per death of a Family Member (defined below).

Morrow County provides up to 40 hours of Bereavement leave for employees who have experienced the death of an immediate Family Member.

Bereavement leave may be used to attend the funeral or alternative to a funeral of the family member, to make arrangements necessitated by the death of the family member, or to grieve the death of the family member. The two weeks of Bereavement leave must be taken in the 60-day period following notice of death of a family member and will be deducted from the employee's available leave time under OFLA. For purposes of this policy, "Family Member" is defined to include the employee's spouse, same-sex domestic partner (registered), child, parent, parent-in-law, grandparent, or grandchild, or the same relations of an employee's same-sex domestic partner (registered) or spouse.

Employees who wish to take Bereavement leave must inform Morrow County as soon as possible after receiving notification of a Family Member's death. Although prior notice is not required, verbal notice must be provided within 24 hours of beginning leave.

### **G. Hardship Leave**

A practice whereby employees may donate accrued vacation and sick leave to another employee who has exhausted accumulated paid leave due to an employee's medical emergency or one of a family member (as defined by the IRS: parent, spouse, or child) that would otherwise cause the employee to take unpaid leave or terminate employment. A "medical emergency" is defined as a medical condition of the employee that will require prolonged/extended absence of the employee from duty and

will result in a substantial loss of income to the employee due to the exhaustion of all paid leave available.

- Any employee with accrued time, except elected officials, may donate.
- Donations are strictly voluntary.
- Donations must be in blocks of one hour, with a maximum donation of one half of any accrued sick leave and an unlimited amount of accrued vacation leave.
- Donations will be made on a case-by-case basis for a specific person or incident.
- Requests and donations will be accepted through the Human Resource office.
- If donations exceed the need, surplus donations will be returned to the donors in reverse order of donation.
- Requests for Hardship leave donations must be for a minimum combined total of 40 hours (for a single event or illness) only after using all accrued paid leaves. Anything less than 40 hours being deemed not a hardship. Bereavement leave may not exceed a maximum of 12 weeks.

#### Procedure

An employee in crisis who has exhausted all accrued paid time (administrative leave, holiday pay, sick leave, vacation leave and compensatory time) may make application for emergency leave donations. Requests must be made as soon as possible.

1. Applications must be in writing on a pre-prepared form available from the Human Resource Department.
2. Applications must be signed by the employee's supervisor to assure that the leave itself has been processed through the supervisor before the employee submits a request for emergency leave donations.
3. The employee shall include on the application their name, department, and at least a brief description of the hardship, which will be circulated to departments along with the donation forms.
4. The HR Department will notify the employee and supervisor of the amount of donations received and consequent status of paid leave.

Donated leave may not be used to extend employment beyond the point that it would otherwise end by operation of law, rule, policy, or regulation. For example, if an employee would have otherwise been terminated due to layoff or other reasons, donated leave may not be used to extend employment.

#### **H. Blood Donation**

Employees may take up to two hours of paid time off per year to give blood when a blood drawing occurs within the community where the employee works. Employees are encouraged to make an appointment for such drawing to minimize the disruption to their work schedule.

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## I. Jury and Witness Duty

### Jury Duty

Employees will be granted paid leave when required to report for jury service or to appear before a court, legislative committee or judicial or quasi-judicial body as a witness in response to a subpoena or other direction by proper authority. An employee's regular salary will be reduced by the amount received for jury service or witness fees, except for mileage allowances and amounts received when required to report outside the employee's normal work shift.

Employees working on other than the day shift who are required to report for jury service or as a witness, will not be required to work their normal shift on that work day if the jury service or witness responsibilities continue for more than 4 hours. A copy of the court notice must be submitted to the employee's Supervisor to verify the need for such leave. The employee is expected to report for work when doing so does not conflict with court obligations. It is the employee's responsibility to keep his/her supervisor or manager informed about the amount of time required for jury duty.

### Witness Duty

Except for employee absences covered under Morrow County's "Crime Victim Leave Policy" or "Domestic Violence Leave and Accommodation Policy," employees who are subpoenaed to testify in non-work-related legal proceedings must use any available vacation time to cover their absence from work. If the employee does not have any available vacation time, the employee's absences may be unexcused and may subject the employee to discipline, up to and including termination. Employees must present a copy of the subpoena served on them to their supervisor for scheduling and verification purposes no later than 24 hours after being served.

## J. Religious Observances Leave and Accommodation Policy

Morrow County respects the religious beliefs and practices of all employees. Morrow County will make, upon request, an accommodation for such observances when a reasonable accommodation is available that does not create an undue hardship on Morrow County's business. Employees may use vacation or unpaid time for religious holy days or to participate in a religious observance or practice. If accrued leave is not available, then an employee may request to take unpaid leave. Requests for religious leave or accommodation should be made with the Supervisor.

## K. Crime Victim Leave Policy - OFLA

Any employee who has worked an average of at least 25 hours per week for 180 days is eligible for reasonable, unpaid leave to attend criminal proceedings if the employee or his/her immediate family member (defined below) has suffered financial, social, psychological or physical harm as a result of being a victim of certain felonies, such as kidnapping, rape, arson, and assault.

"Immediate family member" includes a spouse, registered same-sex domestic partner, father, mother, sibling, child, stepchild or grandparent.

Employees who are eligible for Crime Victim leave must:

- Use any accrued, but unused vacation/sick leave during the leave period;
- Provide as much advance notice as is practicable of his/her intention to take leave (unless giving advance notice is not feasible); and
- Submit a request for the leave in writing to Human Resources or the employee's Supervisor as far in advance as possible, indicating the amount of time needed, when the time will be needed, and the reason for the leave.

In all circumstances, Morrow County may require certification of the need for leave, such as copies of any notices of scheduled criminal proceedings that the employee receives from a law enforcement agency or district attorney's office, police report, a protective order issued by a court, or similarly reliable sources.

#### **L. Domestic Violence Leave and Accommodation Policy - [OFLA](#)**

All employees are eligible for reasonable unpaid leave to address domestic violence, harassment, sexual assault, or stalking of the employee or his/her minor dependents.

Reasons for taking leave include the employee's (or the employee's dependent's) need to: seek legal or law enforcement assistance or remedies; secure medical treatment for or time off to recover from injuries; seek counseling from a licensed mental health professional; obtain services from a victim services provider; or relocate or secure an existing home.

Leave is generally unpaid, but the employee may use any accrued vacation or sick leave while on this type of leave.

When seeking this type of leave, the employee should provide as much advance notice as is practicable of his/her intention to take leave, unless giving advance notice is not feasible.

Notice of need to take leave should be provided by submitting a request for leave in writing to Human Resources or the employee's Supervisor as far in advance as possible, indicating the time needed, when the time will be needed, and the reason for the leave. Morrow County will then generally require certification of the need for the leave, such as a police report, protective order or other evidence of a court proceeding, or documentation from a law enforcement officer, attorney, healthcare professional, member of the clergy, or victim services provider.

If more leave than originally authorized needs to be taken, the employee should give Morrow County notice as soon as is practicable prior to the end of the authorized leave. When taking leave in an unanticipated or emergency situation, the employee must give verbal or written notice as soon as is practicable. When leave is unanticipated, this notice may be given by any person on the employee's behalf.

Finally, employees who are victims of domestic violence, harassment, sexual assault or stalking may be entitled to a "reasonable safety accommodation" that will allow the employee to more safely continue to work, unless such an accommodation would impose an "undue hardship" on Morrow County. Please contact Human Resources or your Supervisor immediately with requests for reasonable safety accommodations.

## M. Military Leave

Employees who wish to serve in the military and take military leave should refer to the FMLA/OFLA section for information about their rights before and after such leave. Employees are entitled to reinstatement upon completion of military service, provided they return or apply for reinstatement within the time allowed by law.

Further, eligible employees called for initial active duty for training and for all periods of annual active duty for training as a member of the National Guard, National Guard Reserve or of any reserve component of the Armed Forces of the United States or of the United States Public Health Service, may be entitled to leave with pay for all regular workdays that fall within a period not to exceed 15 calendar days in any federal training year if the employee had been employed for 6 months or more preceding the application for military leave. Weekend drill obligations are not considered "federal active duty" for training under this policy; other requirements apply.

Military leave without pay shall be granted to employees entering the military service for extended and indefinite periods of active duty or training. Employees are required to keep the Department Head or Elected Official advised concerning a probable call to active military training duty.

An employee is entitled to a military leave of absence without pay during a period of service with the Armed Forces of the United States. Upon honorable discharge, the employee will be returned to a position in the same class as the last held position, at the prevailing salary rate for such class, without loss of seniority or employment rights. If the County has abandoned the position which was occupied prior to the date of the leave or if it is established that the employee is not physically qualified to perform the duties of the former position by reason of such service with the Armed Forces, the employee will be reinstated to a suitable position at the nearest level of pay to the former class. Employees must make application for reinstatement within ninety (90) calendar days and must report for work within six (6) months following separation from active duty. The County may require proof of performance of military service, or honorable discharge or such other proof deemed necessary. Where an employee voluntarily reenlists, or extends the period of military service, the military leave will be canceled.

## V. Employee Benefits

### A. Healthcare Benefits

Employees who meet the definition of "benefit eligible" under both Morrow County policy and that of its health insurance provider are entitled to the benefit options offered by Morrow County. Generally speaking, that means Morrow County offers medical insurance for all of its regular employees unless otherwise established by law. Morrow County pays 92.5% a portion of the premium for the employee based on the amount negotiated in the current collective bargaining agreement. Part-time employees who are scheduled for less than 20 hours a week are not eligible for health-insurance coverage.

The group insurance policy and the summary plan description issued to employees set out the terms and conditions of the health insurance plan offered by Morrow County. These documents govern all issues relating to employee health insurance. As other employee benefits are offered by Morrow County, employees will be advised and provided with copies of relevant plan documents. Copies are available from Human Resources.

### **B. Employee Assistance Program (EAP)**

This free, confidential service is provided by Cascade Centers and is available to all employees and dependents covered on a CIS Regence medical plan. The EAP can be used to assist employees and eligible family members with any personal problems, large or small. Each covered employee and eligible family members can receive up to 5 personal counseling sessions per situation per year. Sessions can be face to face, over the phone, or online for concerns such as marital conflict, conflict at work, depressions, stress management, family relationships, anxiety, alcohol or drug abuse, grieving a loss, and career development services.

Cascade Centers also provides educational tools as resources relating to eldercare, childcare, legal consultation, financial coaching, identity theft, home ownership, and gym membership discounts.

More information regarding this service can be obtained by contacting CIS Benefits, or contact Cascade Centers directly at 1-800-433-2320, or at [www.cacadecenters.com](http://www.cacadecenters.com).

### **C. Workers' Compensation and Safety on the Job**

Employees are protected by workers' compensation insurance under Oregon law. This insurance covers employees in case of occupational injury or illness by providing, among other things, medical care, compensation and temporary or other disability benefits. Employees are expected to work safely and in a safe environment.

#### Steps to Take if Injured on the Job

If an employee is injured on the job, Morrow County wants to know about it and expects to learn about it no later than 24 hours after the injury (report all work-related injuries to a Supervisor).

If the employee seeks treatment for his/her work-related injury and would like to apply for workers' compensation benefits, they must do all of the following:

1. Report any work-related injury to the Supervisor. This injury must be reported the no later than 24 hours after injury.
2. Seek medical treatment and follow-up care if required.
3. Promptly complete a written Employee's Claim Form (Form 801) and return it to Human Resources.

*Failure to timely follow these steps may negatively affect your ability to receive benefits.*

#### Return to Work

if an employee requires workers' compensation leave, the employee will, under most circumstances, be reinstated to the same position held at the time the leave began, or

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Commented [A26]: This policy addresses the "basics" of workers' compensation law. One notable absence from this policy is a salary continuation provision, whereby an employer agrees to either supplement the wages paid to an employee on time-loss or allow the employee to use accrued vacation or sick leave to make up the difference between time-loss and regular wages. If your organization offers one of these benefits, it should be included in this policy and should define the circumstances under which the wage supplementation ends (e.g., after one year).

to an equivalent position, if available. However, the employee must first submit documentation from a health care provider who is familiar with the condition certifying their ability to return to work and perform the essential functions of the position.

When returning from a workers' compensation leave an employee has no greater right to reinstatement than if he/she had been continuously employed rather than on leave. For example, if an employee would have been laid off had she/he not been on leave, or if the position was eliminated, and no equivalent or comparable positions are available, then the employee may not be entitled to reinstatement. These are only examples and all reinstatement/reemployment decisions are subject to the terms of any applicable collective bargaining agreement. Morrow County does not discriminate against employees who suffer a workplace injury or illness.

#### Early Return-to-Work Program

Morrow County's Return-to-Work program provides guidelines for returning employees to work at the earliest possible time after an employee suffered an on-the-job injury or illness that results in time loss. This program is not intended as a substitute for reasonable accommodation when an injured employee also qualifies as an individual with a disability. The Return-to-Work Program is intended to be transitional work, to enable an employee to return to his/her regular job in a reasonable period of time.

The Return-to-Work program for job-related injuries consists of a team effort by Morrow County, injured employees and their treating physicians, and our workers' compensation insurance carrier claims staff. The goal is to return employees to full employment at the earliest possible date that is consistent with their medical condition and the advice of the treating physician.

If the employee's doctor determines that he/she is able to perform modified work, Morrow County will attempt to provide the employee with a temporary job assignment for a reasonable period of time until the employee can resume his/her regular duties (except where provided as an accommodation for a disability). If, due to a work-related injury, an employee is offered a modified position that has been medically approved, failure to phone in or report at the designated time and place may affect compensation and employment with Morrow County. While on modified or transitional work, employees are still subject to all other Morrow County rules and procedures.

#### Overlap with Other Laws

Morrow County will account for other leave and disability laws that might also apply to an employee's situation, such as the Americans with Disabilities Act (ADA) and FMLA or OFLA. If, after returning from a workers' compensation leave, it is determined that the employee is unable to perform the essential functions of the position because of a qualifying disability, the employee may be entitled to a reasonable accommodation, as governed by the ADA and/or applicable Oregon laws covering disabilities in the workplace.

#### **D. Retirement Plan**

Morrow County elected officials and employees who regularly work no less than 20 hours a week, 65 months a year, are required to participate in the Morrow County Retirement



plan. Temporary employees do not participate in the plan and the County will make no contributions to the retirement plan on their behalf. [Employees may be subject to a waiting period depending on specified plan.](#)

[Morrow County's pension plan meets or exceeds the provisions of the Public Employee Retirement System PERS plan.](#) Consult the most recent Plan Document for details of the retirement plan.

## VI. Workplace Safety

### A. Alcohol/Drug Use, Abuse and Testing

Morrow County works to maintain a safe and efficient work environment. Employees who misuse controlled substances, prescription or illegal drugs, or alcoholic beverages, pose a risk both to themselves and to everyone who comes into contact with or depends upon them and risks damage to Morrow County's reputation.

Morrow County expects employees to report to work in a condition that is conducive to performing their duties in a safe, effective and efficient manner. An employee's off-the-job as well as on-the-job involvement with drugs and alcohol can have a significant impact on the workplace and can present a substantial risk to the employee who is using alcohol and drugs, to coworkers and others.

This policy applies to all employees (except where noted in this policy or where it is inconsistent with applicable law and/or collective bargaining agreement principles). This policy revises and supersedes all previous drug and alcohol testing policies and practices.

#### Prohibited Conduct

- Possession, transfer, use or being under the influence of any alcohol while on Morrow County property, on Morrow County time, while driving Morrow County vehicles (or personal vehicles while on Morrow County business), or in other circumstances which adversely affects Morrow County operations or safety of Morrow County employees or others.
- Law enforcement employees may possess or transfer alcohol during the performance of their law enforcement duties, e.g., collecting evidence.
  - The conduct prohibited by this rule includes consumption of any intoxicating liquor within four hours of reporting to work or during rest breaks or meal periods. If use of alcoholic liquor or an alcohol "hangover" adversely affects an employee's physical or mental faculties while at work to any perceptible degree, or the employee's blood alcohol content exceeds .02 percent, the employee will be deemed "under the influence" for purposes of this rule.
- Possession, distribution, dispensing, sale, attempted sale, use, manufacture or being under the influence of any narcotic, hallucinogen, stimulant, sedative, drug or other controlled substance while on Morrow County property, on Morrow County time, while driving Morrow County vehicles (or personal vehicles while on Morrow County business), or in other circumstances which adversely affect

**Commented [A27]:** This policy is completely changed from old

**Commented [A28]:** CIS has included two versions of an Alcohol/Drug Use, Abuse and Testing policy. The first is a "zero tolerance" policy. Under that version, employees who show up to work with any detectable amount of drugs or alcohol in their system violate the policy (even if they aren't impaired in any way). The second version is a "no-impairment" policy that tolerates an employee's off-duty alcohol use and lawful use of marijuana but prohibits employees from coming to work impaired and bringing drugs, alcohol or drug paraphernalia to the workplace.

Because drug and alcohol testing is a mandatory subject of bargaining, these policies must be vetted with your organization's union(s) before implementing them. Otherwise, the policy will apply to only those employees within your organization not covered under a CBA.

Employers who are subject to the federal Drug Free Workplace Act, due to the receipt of federal funds via a federal grant or contract, need to check the language of the grant/contract to ensure that its drug/alcohol use, abuse and testing policy is in compliance with that federal law and/or the terms of the contract or grant.

Finally, other than restrictions imposed by CBAs or a federal grant or contract with specific language on the subject, an employer can decide what the consequences of the prohibited conduct may be, i.e., termination of employment or "last-chance agreement" or some combination thereof.

Morrow County operations or safety of Morrow County employees. Employees may not have any detectable amount of narcotic, hallucinogen, stimulant, sedative, drug or other controlled substance in their system while on Morrow County property or on Morrow County time.

- o Law enforcement employees may possess narcotics, drugs or other controlled substances while engaging in law enforcement duties, e.g., collecting or transporting evidence.
- o The conduct prohibited by this rule includes consumption of any such substance prior to reporting to work or during rest breaks or meal periods. If use of such substances or withdrawal symptoms adversely affect an employee's physical or mental faculties while at work to any perceptible degree, or the employee tests "positive" for any such substances by screening and confirmation tests, the employee will be deemed "under the influence" for purposes of this rule.
- o As used in this policy, "controlled substance" includes, but is not limited to, any controlled substance listed in Schedules I through V of the Federal Controlled Substance Act, including marijuana that is otherwise lawful to use under Oregon, Washington or any other state's law.
- Bringing to Morrow County property, or possessing, items or objects on Morrow County property that contain any "controlled substance," including, for example, "pot brownies" and candy containing marijuana. This prohibition does not apply to law enforcement employees who bring or possess such items in connection with law-enforcement work. No employee, regardless of position held, may knowingly serve items containing marijuana or any other "controlled substance" to co-workers, members of the public, or elected officials while on work time or on/in Morrow County property.
- Bringing marijuana-related equipment or any devices marketed for use or designed specifically for use in ingesting, inhaling or otherwise introducing marijuana (among other drugs), such as pipes, bong, "vape" pens, smoking masks, roach clips, and or other drug paraphernalia. This prohibition does not apply to employees who possess such items in connection with law enforcement work.
- Bringing equipment, products or materials that are marketed for use or designed for use in planting, propagating, cultivating, growing, or manufacturing marijuana, including live or dried marijuana plants to Morrow County property. This prohibition does not apply to employees who possess such items in connection with law enforcement work.

#### Prescription Drugs and Medical Marijuana

With the exception of medical marijuana, nothing in this rule is intended to prohibit the use of a drug taken under supervision by a licensed health care professional, where its use does not present a safety hazard or otherwise adversely impact an employee's performance or Morrow County operations.

Employees must inform their Supervisor about their use of any prescription or over-the-counter drugs that could affect their ability to safely perform the duties of their position. If an employee's use of such prescription drugs could adversely affect Morrow County operations or safety of Morrow County employees or other persons, Morrow County may reassign the employee using the prescription drugs to other work or take other appropriate action to accommodate the physical or mental effects of the medication. Failure to report use of prescription drugs covered by this rule will subject an employee to disciplinary action, up to and including termination. (Although an employee is not required to provide Morrow County with the name(s) of the prescription medication(s) taken, medical verification of the prescription may be required.)

The use of marijuana, which is a Schedule 1 controlled substance under federal law, is expressly prohibited under this policy, even if its medical use is authorized under state law. Employees who use medical marijuana in connection with a disability should discuss with their Supervisor other means of accommodating the disability in the workplace, as Morrow County will not agree to allow an employee to use medical marijuana as an accommodation. (See "Disability Accommodation Policy," above.)

#### Random-Basis Testing of Employees

Random tests are required under the following circumstances:

1. For employees required to hold a commercial driver license (CDL) at the rate of 25% of the workforce per year for alcohol and 50% of the workforce per year for controlled substances, or less as permitted by the Department of Transportation regulations.
2. Employees will be randomly selected by a computer random selection program.
3. Random testing will be performed without advance notice. Employees will be notified that they have been selected for a random screening and must report to the collection site immediately for specimen collection.

#### Reasonable Cause Testing

If there is reasonable cause to suspect that an employee is under the influence of controlled substances or alcohol during work hours or has used drugs or alcohol in violation of this policy, Morrow County may require the employee to undergo testing for controlled substances or alcohol.

As used in this policy, unless the context indicates otherwise:

- The terms "test" and "testing" shall be construed to mean job impairment field tests, laboratory tests, breathalyzer tests, and other tests of saliva, blood and urine. No testing shall be performed under this rule without the approval of the County Administrator or the County Administrator's designee.
- "Reasonable cause" as used in this policy means an articulable belief based on specific facts and reasonable inferences drawn from those facts that an employee is more likely than not under the influence of controlled substances or alcohol or has used drugs or alcohol in violation of this policy. Circumstances which can constitute a basis for determining "reasonable cause" may include, but are not limited to:
  - o a pattern of abnormal or erratic behavior;

- o information provided by a reliable and credible source;
- o direct observation of drug or alcohol use;
- o presence of the physical symptoms of drug or alcohol use (i.e., glassy or bloodshot eyes, alcohol odor on breath, slurred speech, poor coordination and/or reflexes);
- o unexplained significant deterioration in individual job performance;
- o unexplained or suspicious absenteeism or tardiness;
- o employee admissions regarding drug or alcohol use; and
- o unexplained absences from normal work areas where there is reason to suspect drug or alcohol related activity.

Supervisors should detail in writing the specific facts, symptoms or observations that form the basis for their determination that reasonable cause exists to warrant alcohol or controlled substance testing of an employee or a search. This documentation shall be forwarded to the County Administrator. Whenever possible, supervisors should locate a second employee or witness to corroborate their "reasonable cause" findings.

An employee whose initial laboratory screening test for controlled substances yields a positive result may request a second test. The costs for the retest will be the responsibility of the employee, unless the second test results are negative. The second test shall use a portion of the same test sample withdrawn from the employee for use in the initial screening test. If the second test confirms the initial positive test result, the employee shall be notified of the results in writing by the County Administrator or Human Resources. The letter of notification shall state the particular substance identified by the laboratory tests.

The period of time while waiting for test results after a reasonable cause test or while awaiting the results of a challenged positive result shall be considered investigative and the employee will be on leave with pay. After a positive test result (or confirmation, if requested) from any test circumstance except pre-employment, the employee will be on unpaid leave until the Substance Abuse Professional has determined that an employee may return to duty and the employee has had a negative test result.

Post-Accident Testing

Following an accident, the employee on scene shall initiate the information-gathering process as quickly and thoroughly as is feasible. The Supervisor shall obtain accident data from the driver through the Incident Report Form and/or by verbal communication. The Supervisor will proceed with an investigation to determine the underlying causes and what can be done to prevent similar occurrences. The Incident Report will be forwarded to the Finance and Human Resource offices, along with any additional supporting data (e.g., witness statements, photographs, police reports, etc.)

Employees are subject to testing when they: (a) cause or contribute to accidents that seriously damage a Morrow County vehicle, machinery, equipment or property; (b) result in an injury to themselves or another employee requiring offsite medical attention; or (c) when Morrow County has reasonable cause to believe that the accident or injury may have been caused by drug or alcohol use.

For all employees required to hold a CDL, after all accidents, the driver shall be tested - within two hours of occurrence.

If a fatal accident occurs, all employees on duty and present must be tested within eight hours of the accident. In the case of a vehicular accident, mechanics who worked on the vehicle within eight hours of the accident, must also be tested.

Any employee receiving a post-accident citation from a law enforcement officer must be tested.

Post-accident testing for non-CDL holding employees, whenever it may be appropriate in the judgment of the supervisor. A supervisor may determine that testing is not necessary if it is shown that the use of substances could not have contributed to the cause of the accident (equipment failure, for example). A decision not to administer a post-accident test will be made by a supervisor who was not involved in the accident. The supervisor will prepare and maintain a record stating the reasons the test was not administered.

An employee, except by reason of seeking or receiving assistance for the injured, must remain available for testing or will be judged to have refused the test. However, if the drug and alcohol test is being collected from an employee in need of medical attention, necessary medical attention will not be delayed in order to collect the specimens.

#### Search of Property

When reasonable cause exists to believe an employee possesses alcohol or a controlled substance on Morrow County property, or has otherwise violated provisions of this rule regarding possession, sale or use of controlled substances or alcohol, Morrow County may search the employee's possessions located on Morrow County property, including but not limited to, clothes, locker, lunchbox, toolbox, and desk. Employees should have no expectation of privacy in any items they bring on to Morrow County property, or in property, equipment or supplies provided by Morrow County to employee.

#### Employee Refusal to Test/Search

An employee who refuses to consent to a test or a search when there is reasonable cause to suspect that the employee has violated this policy is subject to disciplinary action up to and including termination. The reasons for the refusal shall be considered in determining the appropriate disciplinary action.

An employee who refuses to cooperate with any tests required by this policy is also subject to discipline, up to and including termination. This includes, but is not limited to, tampering with, or attempting to tamper with, a specimen sample, using chemicals or other ingredients to mask or otherwise cover up the presence of metabolites, drugs or alcohol in a specimen, or providing a blood or urine specimen that was produced by anyone or anything other than the employee being tested.

#### Crimes Involving Drugs and/or Alcohol

Employees shall report:

- Any criminal arrest or conviction for drug- or alcohol-related activity within five days of the arrest or conviction;
- Entry into a drug court or diversion program; or
- Loss or limitation of driving privileges when the employee's job is identified as requiring a valid driver's license (regular or CDL).

**Commented [A29]:** CIS strongly recommends preparing a "consent to search" form for the employee to sign before a search is conducted. Please contact CIS for a sample "consent to search" form.

Failure to report as required will result in disciplinary action, up to and including termination.

#### Drug and Alcohol Treatment

Morrow County recognizes that alcohol and drug use may be a sign of chemical dependency and that employees with alcohol and drug problems can be successfully treated. Morrow County is willing to help such employees obtain appropriate treatment.

An employee who believes that he/she has a problem involving the use of alcohol or drugs should ask a supervisor or Human Resources for assistance.

Morrow County will work with an employee to identify all benefits and benefit programs that may be available to help deal with the problem. Attendance at any rehabilitation or treatment program will be a shared financial responsibility of the employee and Morrow County to the extent its existing benefits package covers some or all of the program costs.

Although Morrow County recognizes that alcohol and drug abuse can be successfully treated and is willing to work with employees who may suffer from such problems, it is the employee's responsibility to seek assistance *before* drug or alcohol problems lead to disciplinary action. Once a violation of Morrow County policy is discovered, the employee's willingness to seek Morrow County or outside assistance will not "excuse" the violation and generally will have no bearing on the determination of appropriate disciplinary action.

#### Discipline and Consequences of Prohibited Conduct

An employee who tests positive for drugs or alcohol in accordance with this policy will be subject to discipline, up to and including termination.

#### Confidentiality

All information from an employee's drug and alcohol evaluation is confidential and only those with a need to know are to be informed of test results. Disclosure of such information to any other person, agency, or Morrow County is prohibited unless written authorization is obtained from the employee.

### **B. Bad Weather/Emergency Closing**

Except for regularly scheduled holidays identified by Morrow County (see "Holidays" section, above), Morrow County is open for business on Mondays through Fridays during normal business hours. If there are circumstances beyond the County's control, such as inclement weather, a national crisis, or other emergencies that make one or more County office locations inaccessible for all or part of a regularly scheduled workday, the Department Head will decide whether or not to close, and to what extent Morrow County will close.

In the event of extreme bad weather, we recognize that each employee's ability to safely reach work may be different. If an employee cannot safely report to work in such circumstances, the employee should contact their Supervisor and submit accrued leave time in place of regularly scheduled hours. If staff cannot reach the office and are able

to serve Morrow County from home, he/she should do so, subject to approval by the Supervisor. Safety and a trustworthy approach should be your guides.

When weather conditions require the closing of a County office within the employee's regularly scheduled work and the employee is ordered home by his/her Department Head, such employee shall not suffer loss of pay for that day. Should the County office remain closed for additional days, such employees may apply accrued vacation or compensatory time for their regularly scheduled shift.

If the County has not attempted to notify an employee not to report to work and the employee reports as scheduled, he/she shall be provided a minimum of 2 hours pay.

### C. **Workplace Violence**

Morrow County recognizes the importance of a safe workplace for employees, customers, vendors, contractors, and the general public. A work environment that is safe and comfortable enhances employee satisfaction, as well as productivity. Therefore, threats and acts of violence made by an employee against another employee, volunteer, Elected Official, or member of the public with respect to that person's life, health, well-being, family, or property, will be dealt with in a zero-tolerance manner by Morrow County.

All employees have an obligation to report any incidents that pose a real or potential risk of harm to employees or others associated with Morrow County, or that threaten the safety, security or financial interests of Morrow County. Employees are also strongly encouraged to report threats or acts of violence by non-employees, such as vendors or citizens, against any employee, volunteer or Elected Official. Employees should make such reports directly to their Supervisor.

Morrow County also may investigate a current employee where the employee's behavior raises concern about work performance, reliability, honesty, or potentially threatens the safety of co-workers or others. See policy below on "Workplace Inspections."

### D. **Workplace Inspections — No Right to Privacy or Confidentiality**

This policy applies to inspections and investigations conducted by Morrow County, pursuant to policy or law unless otherwise modified by a different policy in this Handbook.

An employee investigation may include, but is not limited to, investigation of criminal records; it may also include a search of desks, work areas, file cabinets, voicemail systems and computer systems. *Employees are strongly discouraged from storing personal items in the desks, lockers, work areas, file cabinets and other office equipment or furniture, as well as voicemail and computer systems assigned to them by Morrow County; these areas are not private.*

All information related to reports generated from inspections and investigations, including the name of the reporting employee(s), will be kept as confidential as possible, under the circumstances.

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## E. Smoke-Free Workplace

Morrow County provides a tobacco-free environment for all employees and visitors. For purposes of this policy, "tobacco" includes the smoking of any tobacco-based product and smoking in any form (including, without limitation, cigars and e-cigarettes). Marijuana is also prohibited under this policy. This policy applies to employees, volunteers, and any visitors to Morrow County property, vehicles or facilities/buildings.

Morrow County buildings and vehicles are tobacco- and marijuana-free areas. Tobacco/marijuana use is prohibited during working hours. Further, Morrow County prohibits tobacco/marijuana use in or around Morrow County vehicles and equipment or machinery.

If an employee wishes to smoke tobacco, he/she must do so outside of Morrow County's facilities/buildings, only in designated smoking areas, and out of visitor view. Smoking is not allowed near building entrances; Oregon law prohibits smoking within 10 feet of building entrances and other openings, including second-story windows.

## VII. Workplace Guidelines

### A. Cellular Devices Policy

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This policy applies to employee use of cell phones, smartphones, tablets, and similar devices, all of which are referred to as "cellular devices" in the Cellular Devices Policy.

#### Cell Phones and Cellular Devices in General

Employees are allowed to bring personal cell phones and cellular devices to work with them. During working hours, however, employees should refrain from using them except in an emergency or during a meal period or rest break.

Employees who use personal or Morrow County-provided cell phones/cellular devices may not violate Morrow County's policies against harassment and discrimination. Thus, employees who use a personal or Morrow County-provided cell phone/cellular device to send a text or instant message to another employee (or to a citizen or someone not employed by Morrow County) that is harassing or otherwise in violation of Morrow County's no-harassment and no-discrimination policies will be subject to discipline up to and including termination.

Nonexempt employees may not use their personal or Morrow County-provided cell phone/cellular device for work purposes outside of their normal work schedule without written authorization in advance from Human Resources. This includes, but is not limited to, reviewing, sending and responding to emails or text messages, and responding to calls or making calls. Employees who violate this policy may be subject to discipline, up to and including termination.

#### Employee Use of Morrow County – Provided Cell Phones/Cellular Devices

Cell phones/cellular devices are made available to Morrow County employees on a limited basis to conduct Morrow County's business. Determinations as to which



employees receive Morrow County-provided cell phones will be made on a case-by-case basis; employees are not guaranteed a cell phone or cellular device. In some cases, Morrow County may provide a monthly cellular telephone allowance to employees who regularly make calls on behalf of Morrow County away from the office.

Employees who receive a cell phone or cellular device from Morrow County must agree to not use the cell phone/cellular device for personal use except in emergency situations and must abide by all aspects of the Cellular Device Policy. Further, employees who receive a cell phone or cellular device from Morrow County must acknowledge and understand that because the cell phone/cellular device is paid for and provided by Morrow County, or subsidized by Morrow County, any communications (including text messages) received by or sent from the cell phone/cellular device may be subject to inspection and review if Morrow County has reasonable grounds to believe that the employee's use of the cell phone violates any aspect of the Cellular Device Policy or any other Morrow County policy. An employee who, after reasonable notice, refuses to provide Morrow County access to his/her personal cell phone/cellular device in connection with an investigation may be subject to discipline, up to and including termination.

Employees may not use Morrow County-provided cell phones or cellular devices to call 1-900, 1-976 or similar "pay per minute" services. Further, family and friends may not use an employee's Morrow County-provided cell phone/cellular device.

#### Employee Use of Cell Phones/Cellular Devices with Cameras

~~Cameras of any type, including cell phones or cellular devices with built-in cameras and video photography options, may not be used during working hours, or at any Morrow County sponsored function unless authorized to do so by the County Administrator.~~

#### Cell Phones/Cellular Devices and Public Records

Morrow County-related business conducted on Morrow County-provided or personal cell phones/cellular devices may be subject to disclosure and production under Oregon's Public Records laws or in connection with litigation filed against Morrow County.

#### Cell Phone/Cellular Device Use While Driving

The use of a cell phone or cellular device while driving may present a hazard to the driver, other employees and the general public. Subject to a few narrow exceptions for emergency or public safety purposes, Oregon law also prohibits the use of handheld cell phones while driving, even if the driving is for work-related reasons. This policy is meant to ensure the safe operation of Morrow County vehicles and the operation of private vehicles while an employee is on work time. It applies equally to the usage of employee-owned cell phones and phones provided or subsidized by Morrow County.

Employees are prohibited from using handheld cell phones for any purpose while driving on Morrow County-authorized or Morrow County-related business. This policy also prohibits employees from using a cell phone or other cellular device to send or receive text or "instant" messages while driving on Morrow County business (other than those employees engaged in law enforcement work). Should an employee need to make a business call while driving, the employee must locate a lawfully designated area to park and make the call, unless the employee uses a hands-free cell phone or cellular device

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for the call. In either situation, such calls should be kept short and should the circumstances warrant (for example, heavy traffic, bad weather), the employee should locate a lawfully designated area to park to continue or make the call, even if the employee is using a hands-free device. Violation of this policy will subject the employee to discipline, up to and including termination.

## **B. Use of Morrow County Email and Electronic Equipment, Facilities and Services**

**Commented [A34]:** All subsections under this heading are New Policies

Morrow County uses multiple types of electronic equipment, facilities and services for producing documents, research and communication including, but not limited to, computers, software, email, copiers, telephones, voicemail, fax machines, online services, cell phones (including text messaging), the Internet and any new technologies used in the future. This policy governs the use of such Morrow County property.

### Ownership

All information and communications in any format, stored by any means on or received via Morrow County's electronic equipment, facilities or services is the sole property of Morrow County.

### Use

All of Morrow County's electronic equipment, facilities and services are provided and intended for Morrow County business purposes only and not for personal matters, communications or entertainment. Access to the Internet, websites and other electronic services paid for by Morrow County are to be used for Morrow County business only except for de minimis use. This means, for example, that employees may not use Morrow County-provided Internet, or Morrow County electronic equipment, facilities and services to:

- Display or store any sexually explicit images or documents, or any images or documents that would violate Morrow County's no-harassment, no-discrimination or bullying policies;
- Play games (including social media games) or to use apps of any kind;
- Engage in any activity that violates the rights of any person or Morrow County, and that is protected by copyright, trade secrets, patent or other intellectual property (or similar laws or regulations);
- Engage in any activity that violates the rights to privacy of protected healthcare information or other Morrow County-specific confidential information;
- Engage in any activity that would introduce malicious software purposefully into a workstation or network (e.g., viruses, worms, Trojan horses).
- Download or view streaming video for personal use. This includes, without limitation, YouTube videos, movies, and TV shows. Streaming audio is allowed, provided it does not contain explicit material, adversely affect network speed, or interfere with others' ability to work.

Further, employees may not use Morrow County-provided email addresses to create or manage personal accounts (e.g., shopping websites, personal bank accounts, and social media accounts). Morrow County email addresses for professional-based social

media accounts such as LinkedIn may be allowed with the approval of the employee's supervisor.

#### Morrow County Property Agreement

In the event that an employee is issued County property, such employee understands that it will be returned when requested or upon their exit from County employment.

Employees acknowledge to take proper care of all company equipment with which they are entrusted. Upon termination, employees will return all Morrow County property and the property will be returned in proper working order. Employees may be held financially responsible for lost or damaged property. Failure to return County property will be considered theft and may lead to criminal prosecution by Morrow County.

#### Inspection and Monitoring

Employee communications, both business and personal, made using Morrow County electronic equipment, facilities, and services are not private. Any data created, received or transmitted using Morrow County equipment, facilities or services are the property of Morrow County and usually can be recovered even though deleted by the user.

All information and communications in any format, stored by any means on Morrow County's electronic equipment, facilities or services, are subject to inspection at any time without notice. Personal passwords may be used for purposes of security, but the use of a personal password does not affect Morrow County's ownership of the electronic information, electronic equipment, facilities, or services, or Morrow County's right to inspect such information. Morrow County reserves the right to access and review electronic files, documents, archived material, messages, email, voicemail and other such material to monitor the use of all of Morrow County's electronic equipment, facilities and services, including all communications and internet usage and resources visited. Morrow County will override all personal passwords if it becomes necessary to do so for any reason.

#### Personal Hardware and Software

Employees may not install personal hardware or software on Morrow County's computer systems without approval from the County's Information Technology Department. All software installed on Morrow County's computer systems must be licensed. Copying or transferring of Morrow County-owned software may be done only with the written authorization of the ~~IT department~~[County Administrator](#).

#### Unauthorized Access

Employees are not permitted unauthorized access to the electronic communications of other employees or third parties unless directed to do so by Morrow County management. No employee can examine, change or use another person's files, output or username unless he/she has explicit authorization from the County Administrator to do so.

#### Security

Many forms of electronic communication are not secure. Employees who use cell phones, cordless phones, fax communications or email sent over the Internet should be

aware that such forms of communication are subject to interception and these methods of communicating should not be used for privileged, confidential, or sensitive information unless appropriate encryption measures are implemented.

#### Inappropriate Web Sites

Morrow County's electronic equipment, facilities or services must not be used to visit Internet sites that contain obscene, hateful or other objectionable materials, or that would otherwise violate Morrow County's policies on harassment and discrimination.

### **C. Social Media**

For purposes of this policy, "social media" includes all means of communicating or posting information or content of any sort on the Internet, including to your own or someone else's web log or blog, journal or diary, personal or commercial website, social networking website, web bulletin board or a chat room, whether or not associated or affiliated with Morrow County, as well as any other form of electronic communication.

Ultimately, employees are solely responsible for what he/she posts online. Before creating online content, consider some of the risks and rewards that are involved. Keep in mind that any employee conduct that adversely affects job performance, the performance of co-workers, or otherwise adversely affects the citizens of Morrow County or people who work on behalf of Morrow County or Morrow County's legitimate business interests, may result in disciplinary action, up to and including termination.

#### Prohibited Postings

Employees will be subject to discipline, up to and including termination, if they create and post any text, images or other media that violate any Morrow County policies, including Morrow County's no-harassment and no-discrimination and workplace violence policies. Similarly, postings that include threats of violence, that are physically threatening or intimidating, bullying or harassing, will not be tolerated and may subject an employee to discipline, up to and including termination.

Employees cannot create a link from their blog, website, or other social networking site to a Morrow County-owned or maintained website without identifying themselves as a Morrow County employee.

Employees can express only their personal opinions. Employees will never represent themselves as a spokesperson for Morrow County, unless they are authorized by their Supervisor to do so. If Morrow County is a subject of the content an employee is creating, it must be clear and open fact that the employee is a Morrow County employee, and it must be made clear that the views do not represent those of Morrow County or its employees or Elected Officials.

#### Encouraged Conduct

Employee will always be fair and courteous to co-workers, the citizens of Morrow County, Elected Officials, and suppliers or other third parties who do business with Morrow County.

Also, employees are more likely to resolve work-related complaints by speaking directly with co-workers, or by utilizing the County's Open-Door Policy, than by posting complaints to a social media outlet. If an employee decides to post complaints or criticism, avoid

**Commented [A35]:** All subsections under this heading are new policies

using statements, photographs, video or audio that reasonably could be viewed as malicious, obscene, threatening or intimidating, that disparage citizens, Morrow County employees or elected officials, that might constitute harassment or bullying, and/or that violate Morrow County policies. Examples of such conduct might include offensive posts that a reasonable person would perceive as calculated to intentionally harm an individual's personal or professional reputation, posts that could contribute to a hostile work environment on the basis of race, sex, disability, religion or any other status protected by law or Morrow County policy.

Maintain the confidentiality of Morrow County's confidential information. Do not post internal reports, policies, procedures or other internal, Morrow County-related confidential communications or information. (See "Confidential Morrow County Information" policy, below.)

Nothing in this policy is meant to prevent an employee from exercising his/her right to make a complaint of discrimination or other workplace misconduct, engage in lawful collective bargaining activity, or to express an opinion on a matter of public concern that does not unduly disrupt Morrow County operations. Employees are free to express themselves as private citizens on social media sites, but an employee's exercise of expression is balanced against Morrow County's interest in the effective and efficient fulfillment of its responsibilities to the public.

#### Request for Employee Social Media Passwords

Morrow County's supervisors and managers are prohibited by law from requiring or requesting an employee or an applicant for employment to disclose or provide access through the employee's or applicant's user name and password, password or other means of authentication that provides access to a personal social media account. This includes, without limitation, a username and password that would otherwise allow a supervisor/manager to access a private email account not provided by Morrow County.

Nothing in this policy prohibits Morrow County from requiring an employee to produce content from his/her social media or internet account in connection with a Morrow County-sponsored investigation into potential misconduct, unlawful or unethical behavior, or policy or rule violations.

#### **D. Confidential Morrow County Information**

Employees must not access, use or disclose sensitive or confidential information or data except in accordance with Morrow County policies, practices and procedures, and as authorized by state or federal laws or regulations. Employees with access to confidential information, including but not limited to customer or employee financial, medical or personal information (including, without limitation, Social Security numbers), are responsible for the safekeeping and handling of that information to prevent unauthorized disclosure. Employees who access, use or disclose confidential information contrary to Oregon or federal laws or for personal use or financial gain may be subject to civil or criminal penalties under those laws, in addition to appropriate disciplinary action for violating this policy.

No records or information including (without limitation) protected medical data, documents, files, records, computer files or similar materials (except in the ordinary course

Commented [A36]: Edited policy

of performing duties on behalf of Morrow County) may be removed from our premises without permission from County Administrator. Likewise, any materials developed by Morrow County's employees in the performance of their jobs is the property of Morrow County and may not be used for personal or financial gain. Additionally, the contents of records or information otherwise obtained in regard to Morrow County's business may not be disclosed to anyone, except where required for a business purpose or when required by law.

#### **E. Ethics**

Commented [A37]: New Policy

Morrow County treats people with respect and adheres to ethical and fair business practices. Morrow County expects employees to avoid situations that may compromise their reputation or integrity, or that might cause their personal interests to conflict with the interests of Morrow County or Morrow County's citizens.

Employee's of Morrow County are public employees, and as such, are also subject to the State of Oregon's ethics laws. In some cases, these laws provide additional limitations on employees, such as prohibitions on gifts and strict definitions of conflict of interest. If a new employee comes to Morrow County from work in the private sector, he/she may find that some activities that are common business practices in the private sector are prohibited in the public sector. Information on these laws is available at the Oregon Government Ethics Commission website: <http://www.oregon.gov/OGEC>.

If an employee has questions about whether an activity meets Morrow County's or Oregon's ethical standards, please talk with a Supervisor. Employees who violate the Ethics Policy, or who violate Oregon ethics laws, may be subject to disciplinary action, up to and including termination.

#### **F. Gifts and Gratuities**

The County recognizes that it is valuable and appropriate for employees to become friendly with the public. There can however, be an appearance of impropriety in the giving and receiving gifts, no matter how innocently intended. Employees are therefore prohibited from requesting or accepting any favors, gratuities, gifts, prizes, awards, trips or special considerations in any way related to their work or position with the County that would constitute a violation of ORS 244.040, a section known as the Government Standards and Practices Laws, which prohibit the following:

1. Accepting something of more than an insignificant value as a personal gift,
2. Performing any official action in exchange for a favor, gift, award, or any other special consideration.
3. Personally, receiving something such as prizes or discounts if that benefit is available only because of the employee holding their public position.

Best Practice: When in doubt, do not accept the gift, or make sure the item remains the property of the County and not the employee personally.

#### **G. Open-Door Policy**

Commented [A38]: New Policy

Morrow County's Open-Door Policy is based on the County's belief that open, honest communication between managers and employees should be a common business

practice. Morrow County's managers and supervisors are responsible for creating a work environment where employee input is welcomed, and where issues are identified early and shared without the fear of retaliation (when the employee provides the input in good faith). If an employee has a complaint, suggestion, or question about the job, working conditions, or the treatment they are receiving from anyone in Morrow County, please raise them first with the immediate supervisor. If an employee is not satisfied with the response from the immediate supervisor, or if the issue involves the immediate supervisor, request to have the facts/situation reviewed by Human Resources.

#### H. **Outside Employment**

**Commented [A39]:** Old policy expanded significantly

Generally, employees may obtain employment with an employer other than Morrow County or engage in private income-producing activity of their own so long as that activity is not otherwise prohibited by these rules. Employees are responsible for assuring that their outside employment does not conflict with these rules.

An employee is prohibited from, directly or indirectly, soliciting or accepting the promise of future employment based on the understanding that the offer is influenced by the employee's official action.

Employees may not accept outside employment that involves:

- The use of Morrow County time (including the employee's work time), Morrow County facilities, equipment and supplies, or the prestige or influence of the employee's position with Morrow County. In other words, the employee may not engage in private business interests or other employment activities on Morrow County's time or using Morrow County's property;
- The performance of an act that may later be subject to control, inspection, review or audit by the department for which the employee works (or by a State agency); or
- Receipt of money or anything of value for performance of duties that the employee is required to perform for Morrow County.

Morrow County requires employees to report outside employment to their Supervisor before the outside employment begins. Thereafter, an employee must provide an update to his/her Supervisor on an annual basis, or sooner if any changes in outside employment occurs. Employees who accept outside employment in violation of this policy may be subject to discipline, up to and including termination.

#### I. **Criminal Arrests and Convictions**

**Commented [A40]:** New Policy

Employees must promptly and fully disclose to their supervisor on the next working day:

- All drug- or alcohol-related arrests, citations, convictions, guilty pleas, no contest pleas or diversions that result from conduct which occurred while on duty, on Morrow County property, or in a Morrow County vehicle (see "Alcohol/Drug Use, Abuse and Testing" policy above);
- All arrests, citations, convictions, guilty pleas or no contest pleas that result from crimes involving the theft or misappropriation of property, including money; or
- If an employee is arrested, cited or convicted of a violation of any law that will prevent the employee from performing the essential functions of his/her position.

Reporting an arrest or conviction will not automatically result in termination of employment. Situations will be evaluated on a case-by-case basis.

Employees who are unavailable to report for work because they have been sent to jail or prison may not use sick leave or vacation time to cover the absence, and may be subject to disciplinary action, including termination.

#### **J. Political Activity**

Employees may engage in political activity except to the extent prohibited by Oregon law when on the job during working hours. This means that employees cannot:

- Be required to give money or services to aid any political committee or any political campaign;
- Solicit money or services (including signatures) to aid or oppose any political committee, nomination or election of a candidate, ballot measure or referendum, or political campaign, while on the job during working hours (this is not intended to restrict the right of Morrow County employees to express their personal political views); or
- Be disciplined or rewarded in any manner for either giving or withholding money or services for any political committee or campaign.

#### **K. Driving While on Business**

Employees using a private vehicle to conduct Morrow County's business must possess a valid driver's license and must carry auto liability insurance. Employees who use their own vehicles for authorized Morrow County business use should make any necessary arrangements with their insurance carriers.

Morrow County may verify the validity of an employee's driver's license, auto insurance, and/or driving record at the time of hire and at any point during employment.

While on Morrow County business, drivers are expected to make every reasonable effort to operate their vehicle safely, with due regard for potential hazards, weather, and road conditions. Drivers are to obey all traffic laws, posted signs and signals, and requirements applicable to the vehicle being operated. Seatbelts are to be used in all vehicles while on business. Drivers are to ensure that the use of prescribed or over the counter drugs does not interfere with their ability to drive while on business; operating a vehicle under the influence of alcohol or controlled substances is prohibited. Employees are responsible for notifying their manager of any subsequent restrictions, limitations, or other change in their driving status within 72 hours of the change or new restrictions/limitations. See also, "Cell Phone Use While Driving" policy, above.

Employees who receive a ticket or citation while driving a County-owned vehicle or while on County business will be responsible for paying the fine (if any) associated with the ticket or citation and may face discipline, up to and including termination.

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Commented [A42]: New Policy



## VIII. Discipline and Termination of Employment

### A. Workplace Rules and Prohibited Conduct

Commented [A43]: New Policy

Any violation of the rules or prohibited conduct in this policy may result in discipline, up to and including termination. This list of prohibited conduct is illustrative only; other types of conduct injurious to security, personal safety, employee welfare and Morrow County's operations, some of which are described elsewhere in this Handbook, may also be grounds for discipline, up to and including termination.

- Falsification of employment or other Morrow County records.
- Recording of work time of another employee or allowing any other employee to record another employee's work time or allowing falsification of any time sheets (personal or another employee's).
- Theft or the deliberate or careless damage or destruction of any Morrow County property, or the property of any other employee, citizen, vendor or third party.
- Unauthorized use of Morrow County equipment, materials or facilities.
- Provoking a fight or fighting during work hours or on Morrow County property.
- ~~Carrying firearms or any other dangerous weapon on Morrow County premises at any time by anybody other than law enforcement officials.~~
- Engaging in criminal conduct while at work.
- Causing, creating or participating in a significant or substantial disruption of work during working hours on Morrow County property.
- Insubordination, including but not limited to failure or refusal to obey the orders or instructions of a supervisor or member of management, or the use of abusive or threatening language toward another Morrow County employee, customer or vendor.
- Failure to notify a supervisor when unable to report to work, or when leaving work during normal working hours without permission from a supervisor to do so.
- Failure to observe work schedules, including rest breaks and meal periods. Employees are expected to be at work on time, remain until the workday ends, and perform the work assigned to or requested.
- Sleeping or malingering on the job.
- Excessive personal telephone calls during working hours.
- Unprofessional appearance during normal business hours.
- Failing to attend scheduled work sessions and related activities at conferences, workshops, or educational events that are paid for by Morrow County.
- Misrepresentation of Morrow County policies, practices, procedures, or your status or authority to enter into agreements on behalf of Morrow County. Employees may not use Morrow County's name, logo, likeness, facilities, assets or other resources of Morrow County for personal gain or private interests.
- Violations of the Ethics Policy or Oregon's Ethics laws.
- Violation of any safety, health, security or Morrow County policy, rule or procedure. Employees are expected to act in accordance with all appropriate codes, laws, regulations, and policies, regardless of whether they are set by Morrow County or outside regulatory or legislative bodies.
- Harassment or discrimination that violates Morrow County policy.

This statement of prohibited conduct does not alter Morrow County's policy of at-will employment. Except for employees subject to a collective bargaining agreement or contract of employment, Morrow County remains free to terminate the employment relationship at any time, with or without cause or notice.

### B. Corrective Action/Discipline Policy

Commented [A44]: New Policy

Employees are expected to perform to the best of their abilities at all times. There will be occasions, however, where employees perform at an unsatisfactory level, violate a policy or law, or commit an act that is inappropriate. When performance or conduct does not meet Morrow County standards, Morrow County will determine whether it will terminate the employee's employment or provide the employee a reasonable opportunity to correct the deficiency through progressive discipline (such as, in no particular order, verbal warnings, written warnings, suspensions without pay, and demotions). The corrective action process will not always commence with a verbal counseling or include a sequence or steps. Some acts, particularly those that are intentional or serious, warrant more severe action (including termination) on the first or subsequent offense.

In lieu of terminating the employment of an employee for serious violations of Morrow County policies, procedures and rules and for other inappropriate behavior or conduct, Morrow County may choose to provide the employee a final opportunity to continue employment in the form of a last-chance agreement. Morrow County may also choose to send the employee to a training or an education opportunity.

In all cases, Morrow County will determine the nature and extent of any discipline based upon the circumstances of each individual case and, where applicable, collective bargaining agreement provisions. Morrow County may proceed directly to a written warning, demotion, last chance agreement, or termination for misconduct or performance deficiency, without any prior disciplinary steps, when Morrow County deems such action appropriate. Morrow County retains the right to terminate any employee's employment at any time and for any reason, with or without advance notice or other prior disciplinary action (other than those employees who are subject to a collective bargaining agreement or contract of employment).

### C. Grievances

#### Grievance Procedure

~~Any dispute which may arise between the parties concerning the application, meaning, or interpretation of this Agreement shall be settled in the following manner:~~

~~Step 1—Informal Discussion. The affected employee, with or without Union representation will contact their immediate supervisor to meet and discuss alleged contract violation prior to filing a written grievance at step 2~~

~~STEP 2—Formal Filing. If the issue is unresolved, the Union will submit a written grievance containing the date of occurrence, the act or omission that created the grievance, the Article and Section violated, and the remedy desired within thirty (30) calendar days of the alleged occurrence. Where the issue is not settled at Step 1, the Union shall submit the grievance to the Department Head or designee within thirty (30) calendar days of~~

Commented [A45]: This procedure is the Union Procedure. I would recommend a non-union policy. Please see below. It's better to have a more fluid policy like the one directly above.

the alleged occurrence. The Department Head's response shall be due in writing within ten (10) working days of receipt of the grievance.

~~STEP 3— Board of Commissioners. If the grievance remains unresolved, the Union may, within 10 (ten) working days of receiving the Step 2 response (not including the date of response), submit the grievance to the BOC for review. The BOC shall have twenty (20) working days from the date of presentation (not including the date of presentation) in which to respond to the grievance.~~

~~STEP 4— Arbitration. If the grievance is still unsettled after completion of Step 3, the union may, within ten (10) working days of the written response from the BOC, submit the matter to final and binding arbitration as provided herein. The parties shall first attempt to select an arbitrator who is mutually acceptable. If within ten (10) working days from the request for arbitration the parties are unable to agree upon an arbitrator, the parties shall strike from a list of seven arbitrators. Both the BOC or its designee and the union shall have the right to strike three (3) names from the list. The party requesting arbitration shall strike the first name, and the other party shall then strike one name. The process shall be repeated and the remaining person shall be the arbitrator. The designated arbitrator shall set a time and place for hearing which is agreeable to both parties. Expenses of the arbitrator shall be borne equally by the parties; however, each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim recording of the proceedings, it may cause such a record to be made, provided it pays for the record and makes a copy available without charge to the arbitrator. If the other party desires a copy, both parties shall jointly share the cost of the transcript and all copies. The arbitrator shall have the authority to consider only a claim based upon a specific provision of this Agreement and shall have no authority to add to, modify, or detract from this Agreement.~~

~~Any decision of the arbitrator within the scope of this Agreement shall be final and binding upon the parties.~~

#### Processing of Grievance

~~Employees will be paid for time spent during their regular working hours meeting with County officials for the purpose of processing grievances or resolving contract administration issues, but will not be paid for meeting time that falls outside their regular working hours. Time off with pay for the purpose of investigating or preparing grievances for arbitration or other third party hearing will not be allowed. Time off without loss of pay will, however, be allowed when the County requires an employee to attend an arbitration or other third party hearing on the County's behalf.~~

#### Purpose

Morrow County recognizes that there are times when the need arises for employees to express concerns or complaints in a formal manner. The following procedures will ensure that non-union employees receive a fair and unbiased review of workplace concerns.

Employees with union representation should refer to the grievance procedures outlined in the respective collective bargaining agreement.

#### Procedures

*Step 1: Informal discussion with supervisor*

Commented [A46]: New policy

Employee concerns should first be discussed with the employee's immediate supervisor. Many concerns can be resolved informally when an employee and supervisor take time to review the concern and discuss options to address the issue.

*Step 2: Written complaint to supervisor*

If the employee is not satisfied with the results of the informal discussion in Step 1, the employee may submit a written complaint within 10 days to his or her immediate supervisor to include:

- The nature of the grievance.
- Detailed information including evidence of the issue, witnesses, related policies, etc.
- The remedy or outcome desired.
- The immediate supervisor will have ten working days to respond to the employee in writing.

If the employee complaint is regarding illegal harassment, discrimination or retaliation, the employee should submit the written complaint directly to Human Resources.

*Step 3: Written complaint to senior management*

If the employee is not satisfied with the response from the immediate supervisor, the employee may submit a written complaint to senior management for review. A copy should also be sent to Human Resources. The request for review should include:

- An explanation of the grievance and details of all previous efforts to resolve the issue.
- A copy of the written complaint submitted to the immediate supervisor.
- A copy of the immediate supervisor's written response to the employee's complaint.
- Detailed information regarding the employee's dissatisfaction with the immediate supervisor's response.

Senior management will consult with the employee's immediate supervisor, Human Resources and any other relevant parties to evaluate the grievance and provide a written response to the employee within ten days. The outcome of the review by senior management will be final unless new evidence or other circumstances warrant additional review of the complaint.

*Recordkeeping*

Human resources will maintain records of the grievance process confidentially and securely.

#### **D. Retirement or Resignation from Employment**

If an employee chooses to resign or retire, it is anticipated that the employee will give Morrow County as much notice as possible — preferably a minimum of two weeks. When giving your two-weeks' notice, vacation, personal, or sick days should not be used in lieu of notice. If you do not give two-weeks' notice of your intent to leave Morrow County, you will not be eligible for re-employment at a later date.

Commented [A47]: Edited Policy

Employees who miss three or more consecutive workdays without contacting their immediate supervisor are typically considered to have resigned their employment.

If the employee's decision to resign is based on a situation that could be corrected, the employee is encouraged to discuss it with their Supervisor before making a final decision.

Employees must return all Morrow County property, including phones, computers, identification cards, credit cards, keys, and manuals, to their Supervisor or Human Resources on or before their last day of work.

### E. Employment References

All requests for references or recommendations must be directed to the HR Director. No manager, supervisor or employee is authorized to release references for current or former employees. Managers and supervisors are expressly prohibited from providing employment-site "recommendations" or using a website on the internet to discuss a current or former employee's performance or termination of employment.

By policy, Morrow County discloses only the dates of employment and position(s) held of former employees. Former employees who authorize additional disclosures must make a request to do so in writing.

Commented [A48]: New Policy

## IX. Employee Acknowledgement

Commented [A49]: New

### Acknowledgment of Receipt of 2021 Personnel Policies

Morrow County Employee Handbook 2021

I acknowledge that I have received and will read a copy of Morrow County's 2021 Personnel Policies and Employee Handbook. I also understand that a copy of the Personnel Policies and Employee Handbook is available to me at any time to review on the Human Resources Shared Drive.

I understand that Morrow County has adopted the Personnel Policies and Employee Handbook only as a general guide about policies, work rules and the work environment, and that they are subject to change at any time at Morrow County's sole discretion. I also understand that the Personnel Policies and Employee Handbook take precedence over any other contradictory statements, other than those found in applicable collective bargaining agreements. I acknowledge that the Personnel Policies and Employee Handbook are not an employment contract and are not intended to give me any express or implied right to continued employment or to any other term or condition of employment.

I understand that either Morrow County or I may terminate my employment relationship at any time, for any lawful reason, with or without cause, and with or without notice, unless my employment is covered under a collective bargaining agreement. Other than promises that may be found in that collective bargaining agreement, I acknowledge that no promises have been made to me that are inconsistent with this "at will" statement.

I have reviewed or will review Morrow County's policies regarding Equal Employment Opportunity and that Morrow County aims to provide a workplace free of harassment and discrimination. I will bring any questions or concerns I have regarding Equal Employment Opportunities, discrimination, retaliation or harassment to Human Resources, the County Administrator, or any trusted manager or supervisor.

During my employment with Morrow County, I understand that it is my responsibility to remain informed about the policies as revisions, updates, and new policies are issued, and to ask questions about any interpretation of any of the policies.

I have read this acknowledgement carefully before signing.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

The original of this document will be kept in the Employee's personnel file. A copy will be provided to the Employee upon request.



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

(For BOC Use)
Item #

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

Presenter at BOC: Lindsay Grogan
Department: Human Resources
Short Title of Agenda Item:

Phone Number (Ext): 5620
Requested Agenda Date: 4/21/2021

(No acronyms please)

Working out of Classification - Undersheriff

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

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

N/A

Purchase Pre-Authorizations, Contracts & Agreements

Contractor/Entity:
Contractor/Entity Address:
Effective Dates - From: Through:
Total Contract Amount: Budget Line:
Does the contract amount exceed \$5,000? Yes No

Reviewed By:

Department Director Required for all BOC meetings
Administrator Required for all BOC meetings
County Counsel \*Required for all legal documents
Finance Office \*Required for all contracts; other items as appropriate.
Lindsay Grogan 4/14/2021 Human Resources \*If appropriate
\*Allow 1 week for review (submit to all simultaneously). When each office has notified the submitting department of approval, then submit the request to the BOC for placement on the agenda.

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

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

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

In accordance with the Working Out of Class policy Section 4.6, the Board of Commissioners will make a determination to designate an employee to be "working out of class".

The Sheriff went out on medical leave starting March 31, 2021. He will be out 4-6 weeks. The Undersheriff has been performing the Sheriff's duties in his absence.

There is some question as to if an employee can truly work out of class in an Elected position. The policy states that it should be considered when an employee is called upon to assume the duties of a department head, in addition to their regular duties. The Undersheriff has outlined the additional duties he has been assigned to in the Sheriff's absence:

Ex: handling all calls and emails; point of contact for other agencies, OSSA, and the public; final decision-maker; covering meetings; new hire process (swearing in new employees); budget presentation for Sheriff; etc...

After 30 days, or on May 1st, it would be appropriate to consider temporary additional pay of 5% to the Undersheriff's wage.

Please see attached Working Out Of Class Policy.

**2. FISCAL IMPACT:**

Varies depending on length of absence. 5% of the Undersheriff's wage would equal \$2.47 more an hour or \$427 a month.

Step D: \$8,548 to Step E: \$8,975

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

Motion to classify the Undersheriff as 'working out of class' effective May 1, 2021 and for the 5% temporary pay to be added to the Undersheriff's base wage during the time served in the absence of the department head retroactive to April 1, 2021.

Attach additional background documentation as needed.



**SECTION 4.6 WORKING OUT OF CLASS**

**In the event of a prolonged absence of a department head, an employee may be called**

**Morrow County Personnel Policies**

**Article 4, Page 2**

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**upon to assume some of the department head's duties in addition to their regular duties. Whenever these occasions extend for a period of time beyond one month, it is appropriate to consider temporary additional pay to compensate for any additional responsibilities that the employee may be required to undertake.**

**The Court will make a determination based on the ability, qualifications and candidates for the position and if appropriate, to designate an employee to be "working out of class".**

**The employee who is selected to temporarily work out of class will receive a one step pay increase while filling the position. Upon return to or appointment of a person to the department head position, the employee working out of class will be returned to their regular duties and regular rate of pay.**

**The Court will make the determination on a case-by-case basis whether the temporary pay increase should be retroactive to the date of the absence of the affected department head based upon when the additional responsibilities were assumed by the employee, budgetary constraints and other appropriate considerations.**



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

(For BOC Use)
Item #

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

Presenter at BOC: Lindsay Grogan
Department: Human Resources
Short Title of Agenda Item:
(No acronyms please)

Phone Number (Ext): 5620
Requested Agenda Date: 4/21/2021

Resolution No. R-2021-10 PERS Retirement Plan Amendment

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

N/A
Purchase Pre-Authorizations, Contracts & Agreements
Contractor/Entity:
Contractor/Entity Address:
Effective Dates - From: Through:
Total Contract Amount: Budget Line:
Does the contract amount exceed \$5,000? Yes No

Reviewed By:
Lindsay Grogan 4/14/2021 Department Director Required for all BOC meetings
[Signature] 4/19/21 Administrator Required for all BOC meetings
County Counsel \*Required for all legal documents
Finance Office \*Required for all contracts; other items as appropriate.
Lindsay Grogan 4/14/2021 Human Resources \*If appropriate
\*Allow 1 week for review (submit to all simultaneously). When each office has notified the submitting department of approval, then submit the request to the BOC for placement on the agenda.

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

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

Previously stated Resolution R-2020-5 stated the type of employee contribution made to the Oregon Public Employee Retirement System PERS was an Employer Paid Pre-Tax EPPT contribution. This was found incorrect and needs to be corrected to a Member Paid Pre-Tax MPPT contribution type. This accurately reflects the employee shall contribute the the 6% IAP contribution, and not the employer. The employer will still be responsible for the current Oregon PERS employer rate contributions which are currently set at:

<b>Rate Category</b>	<b>Normal Cost Rate %</b>	<b>Combined UAL Rate %</b>	<b>Net Rate %</b>
PERS General Service	17.41%	1.60%	19.01%
PERS Police & Fire	17.41%	1.60%	19.01%
OPSRP General Service	8.40%	1.60%	10.00%
OPSRP Police & Fire	13.03%	1.60%	14.63%

These terms were previously negotiated in the PERS portion of the current Teamsters Collective Bargaining Agreement.

Please see attached for resolution R-2021-10, previous resolution R-2020-5, and the current CBA language.

**2. FISCAL IMPACT:**

None Additional.

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

Motion to approve Resolution No. R-2021-10 changing the PERS employee contribution type from EPPT to MPPT.

Attach additional background documentation as needed.

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

IN THE MATTER OF A RESOLUTION TO )  
CHANGE THE TYPE OF EMPLOYEE )  
CONTRIBUTIONS MADE TO THE OREGON ) RESOLUTION NO. R-2021-10  
PUBLIC EMPLOYEES RETIREMENT SYSTEM )  
(OPERS) FROM EMPLOYER PAID PRE-TAX )  
(EPPT) CONTRIBUTIONS TO MEMBER PAID )  
PRE-TAX (MPPT) CONTRIBUTIONS )

**WHEREAS**, Oregon Revised Statutes (ORS) 238A.335(2) provides that participating employers may voluntarily agree to “pick up” the employee contributions withheld; and

**WHEREAS**, Oregon Administrative Rule 459-009-0200(3) sets forth the manner by which participating employers may give notice of a change in employee contribution type to MPPT; and

**WHEREAS**, A resolution is necessary to change the type of employee contributions made to OPERS for Morrow County Sheriff’s Office employees represented by Teamsters Local 223 hired on or after July 1, 2020 (hereafter “Employees”) from EPPT contributions to MPPT contributions.

**NOW, THEREFORE, LET IT BE RESOLVED AND CONFIRMED:**

1. That Employee contributions made to the OPERS for Morrow County Sheriff’s Office employees represented by Teamsters Local 223 hired on or after July 1, 2020 shall be changed from EPPT contributions to MPPT contributions.
2. That the Employees do not have the option of receiving the picked-up amount directly.
3. That the Employees’ compensation shall be reduced by the amount necessary to make the Employee contributions to OPERS that are due under ORS 238A.330(1).
4. The employer’s policy(s) or agreement(s) is not retroactive in its application.

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Dated this 21<sup>st</sup> day of April 2021

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

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Don Russell, Chair

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Jim Doherty, Commissioner

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Melissa Lindsay, Commissioner

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

IN THE MATTER OF )  
ESTABLISHING A PERS PROGRAM ) RESOLUTION NO. R-2020-5  
BEGINNING JULY 1, 2020 )

A RESOLUTION ESTABLISHING PARTICIPATION IN OREGON PERS, THE PUBLIC EMPLOYEE RETIREMENT SYSTEM.

**WHEREAS**, Morrow County is an employer of public employees,

**WHEREAS**, the County wishes to begin participating as a PERS-covered employer,

**WHEREAS**, the Board of Commissioners must determine and establish parameters for the future application of the PERS program for the Sheriff's Office County Employees who are represented by Teamster Local 223 and are hired on or after July 1, 2020,

**NOW, THEREFORE, the Board of Commissioners hereby resolves as follows:**

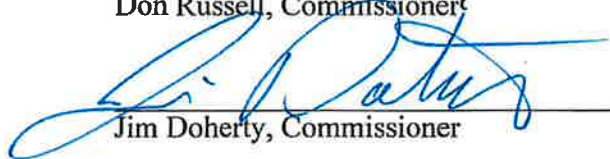
- 1) The County intends to join PERS,
- 2) The County authorizes the Finance Director to represent it and establish a coverage agreement with PERS,
- 3) The County shall extend PERS coverage to all Sheriff's Office employees who are represented by Teamsters Local 223 who work in qualifying positions and are hired on or after July 1, 2020,
- 4) The County will participate in the Oregon Public Service Retirement Program (OPSRP) Pension Program and the OPSRP Individual Account Program (IAP),
- 5) The County will participate in the PERS Chapter 238 Program for members of that program that it currently employs or may hire in the future in the class(es) designated for coverage to the extent set forth above;
- 6) The County intends to participate in the unused sick leave program pursuant to ORS 238.350,
- 7) The County does not intend to participate in the State and Local Government Rate Pool (SLGRP),
- 8) The County intends to submit the six percent (6%) IAP contribution on the employees' behalf using the employer-paid pre-tax (EPPT) method,
- 9) The County proposes to commence participation beginning July 1, 2020.

Dated this 8<sup>th</sup> day of April 2020.

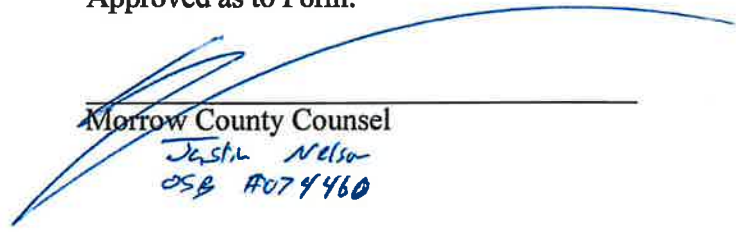
**MORROW COUNTY BOARD OF  
COMMISSIONERS  
MORROW COUNTY, OREGON**

  
\_\_\_\_\_  
Melissa Lindsay, Chair

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

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

Approved as to Form:

  
\_\_\_\_\_  
Morrow County Counsel  
Justin Nelson  
OSB #079460

**ARTICLE 15 - INSURANCE AND RETIREMENT**

**15.1 Retirement.** The County agrees to participate in and maintain retirement plans, including participating in and fully utilizing any unused sick leave provisions of such plans, subject to the terms and conditions thereof as they apply to regular employees working 20 hours or more per week in the bargaining unit, as follows:

**a. Defined Benefit Plan.** The County agrees to maintain its existing retirement plan for employees hired on or before June 30, 2020 and the formula for determining retirement benefits shall be 3% times years of membership, times average monthly earnings.

**b. Oregon State Public Employees Retirement System (PERS).** employees hired on or after July 1, 2020, will be enrolled in PERS or its successor as determined by the State of Oregon. Each employee agrees to be subject to the terms and conditions and provisions of the PERS plan as it applies to employees in the bargaining unit. The employee agrees to pay the employee portion of 6%\*. Employees who are employed as Adult Probation Officers will be declared and maintained as "police officers" by the County as defined under ORS 238.005(19)(d) and (g) for PERS purposes.

**15.2 Health Insurance.** The County agrees to provide the following Oregon Teamster Employer Trust insurance plans, or substantially comparable plans, for employees covered by this agreement, if available:

Medical Plan GW  
Dental Plan 6  
Vision Plan 4

The County agrees to pay 90% of the annual premium, up to a 12% increase in premium from the prior year. Any premium increase over 12% from the prior year shall be the responsibility of the employee.

Employees are eligible for benefits upon having eighty (80) compensable hours in a month, or within 90 days of employment, whichever comes first, and coverage will become effective on the first of the month following eligibility, consistent with trust requirements. All Teamster bargaining unit employees that meet the requirements of the collective bargaining agreement providing for participation in the Trust are required to





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

(For BOC Use)
Item #

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

Presenter at BOC: Kate Knop
Department: Finance
Short Title of Agenda Item:
(No acronyms please)

Phone Number (Ext): 5302
Requested Agenda Date: 4/21/2021

R-2021-9 Morrow County Retirement Trust - Amendment to Close
Defined Benefit Plan.

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

- Order or Resolution
Ordinance/Public Hearing:
1st Reading 2nd Reading
Public Comment Anticipated:
Estimated Time:
Document Recording Required
Contract/Agreement
Appointments
Update on Project/Committee
Consent Agenda Eligible
Discussion & Action
Estimated Time: 20 minutes
Purchase Pre-Authorization
Other

N/A

Purchase Pre-Authorizations, Contracts & Agreements

Contractor/Entity:
Contractor/Entity Address:
Effective Dates - From: Through:
Total Contract Amount: Budget Line:
Does the contract amount exceed \$5,000? Yes No

Reviewed By:

Kate Knop 4/19/2021 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

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

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

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

The Morrow County Retirement Plan was last restated by the County on December 14, 2015.

The County desires to amend the 2015 Restatement, as amended to date, in the manner set forth in Resolution R-2021-9, including to freeze the Plan to new Members hired or rehired after June 30, 2020 (including no new participants by Inactive Members rehired after June 30, 2020), and to reflect the January 9, 2017, change when the Morrow County Court became the Morrow County Board of Commissioners.

**2. FISCAL IMPACT:**

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

Motion to approve Resolution R-2021-9.

Attach additional background documentation as needed.

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

IN THE MATTER OF ) RESOLUTION NO. R-2021-9  
AMENDING THE MORROW )  
COUNTY RETIREMENT )  
PLAN )

**WHEREAS**, the Morrow County Retirement Plan was last restated by the County on December 14, 2015, in the 2015 Restatement; and

**WHEREAS**, the County desires to amend the 2015 Restatement, as amended to date, in the manner set forth below, including to freeze the Plan to new Members hired or rehired after June 30, 2020 (including no new participation by Inactive Members rehired after June 30, 2020), and to reflect the January 9, 2017, change when the Morrow County Court became the Morrow County Board of Commissioners.

**NOW THEREFORE**, be it resolved that, effective July 1, 2020, the Morrow County Board of Commissioners hereby:

1. Amends Article I.2. to read as follows:

““Plan Administrator” means the Employer. The Plan Administrator will act through the Morrow County Board of Commissioners, the Morrow County Finance Director, or such other person or persons designated in writing from time to time by the Morrow County Board of Commissioners or the Morrow County Finance Director. The Morrow County Board of Commissioners, the Morrow County Finance Director, or such a designee may act for the Plan Administrator without the consent of the others.”

2. Amends Article I.5. to add a new I.5.(i) and (j) to read as follows:

“(i) Individuals eligible to participate in, or who after meeting any required waiting period or hours requirement will become eligible to participate in, any other defined benefit plan or defined contribution plan maintained by or contributed to by the County, specifically including any 401(a) defined contribution plan adopted by the County effective on or after July 1, 2020. For clarity, individuals are not Employees during (or after) any six-month waiting period or hours requirement period needed to become eligible to participate in that 401(a) defined contribution plan.

“(j) Individuals hired or rehired after June 30, 2020, including individuals who are Inactive Members of this Plan at the time of rehire.”

3. Amends Article I.9.(e), and adds new I.9.(f), to read as follows:

“(e) Months for any part of which the Employee has been provided, for service with the Employer, (i) creditable service, or contributions to the

Employee's member account, under the Oregon Public Employees Retirement System, (ii) retirement credit, or contributions to the Employee's employee account, under the Oregon Public Service Retirement Plan, or (iii) retirement credit or contributions to any other defined benefit plan or defined contribution plan maintained by or contributed to by the County, specifically including any 401(a) defined contribution plan adopted by the County effective on or after July 1, 2020, including, for (i), (ii), and (iii), periods for which such creditable service, retirement credit, or contributions are not provided because of any waiting period or hours requirement for membership or participation; and

- (f) Months of employment after June 30, 2020 for individuals hired or rehired after that date.”

4. Amends Article I.12. by revising the text reading “Article 1.9.(d) or I.9.(e)” in the last sentence to read as follows:

“Article I.9.(d), I.9.(e), or I.9.(f)”

5. Amends Article II.2. to read as follows:

“2. All Employees are Members of this Plan except:

- (a) No individual may become or again become a Member after June 30, 2020, including no Inactive Members rehired after June 30, 2020; and
- (b) No individuals employed by the Employer in a position eligible for membership or participation in the Oregon Public Employees Retirement System, the Oregon Public Service Retirement Plan, or another defined benefit plan or defined contribution plan maintained by or contributed to by the County (in each case determined without regard to any waiting period or hours requirement for membership or participation) may be or become a Member.”

6. Amends Article II.3. to read as follows:

- “3. A Member's membership shall terminate when the Member ceases to be an Employee for any reason or is employed by the Employer in a position eligible for membership or participation in the Oregon Public Employees Retirement System, the Oregon Public Service Retirement Plan, or another defined benefit plan or defined contribution plan maintained by or contributed to by the County. An Inactive Member's membership shall re-commence on the first day of the month the Inactive Member is again both an Employee and not employed by the Employer in a position eligible for membership or participation in the Oregon Public Employees Retirement System, the Oregon Public Service Retirement Plan, or another defined benefit plan or defined contribution plan maintained by or contributed to by the County; provided, however, in no case will an individual become or again become a Member after June 30, 2020.”

7. Amends Article II.4. to read as follows:

- “4. For purposes of this Plan, the determination whether an Employee is employed by the Employer in a position eligible for membership or participation in the Oregon Public Employees Retirement System, the Oregon Public Service Retirement Plan, or another defined benefit plan or defined contribution plan maintained by or contributed to by the County, will be determined without regard to any waiting period or hours requirement for membership or participation.”

8. Amends Article II.6. by adding the following paragraph at the end:

“For clarity, monthly benefits do not stop for individuals hired or rehired after June 30, 2020 (because such individuals do not again become Employees).”

9. Adds Article II.8. to read as follows:

- “8. The Plan is frozen to new Members or returning Inactive Members after June 30, 2020 (the “Freeze Date”).
- (a) Notwithstanding anything else in the Plan to the contrary: (a) no individual hired after the Freeze Date may become an Employee or a Member; (b) no individual rehired after the Freeze Date may become or again become an Employee or a Member, but may remain an Inactive Member; and (c) Employees on the Freeze Date who are Members on the Freeze Date may continue to be Members after the Freeze Date, but if such individual ceases to be an Employee or Member after the Freeze Date, then (i) the individual may not again become an Employee or a Member, (ii) periods of employment after ceasing to be an Employee or Member will not be counted or credited as Months of Membership or Years of Membership, and (iii) Compensation during periods of employment after ceasing to be an Employee or Member after the Freeze Date will have no effect (up or down) on the individual’s Average Monthly Earnings; and
- (b) For purposes of applying provisions to freeze the Plan, an Employee is considered to remain an Employee so long as the individual has not had a “Severance of Employment” as defined in Article I.8. For example, an individual who is an Employee and Member after the Freeze Date, who goes on an approved leave of absence not to exceed 24 months, and who returns to work at the end of the approved leave, does not have a “Severance of Employment” (see Article I.8.(b)), therefore is deemed to have remained an Employee throughout the absence period, and thus can be a Member after returning to work. Conversely, if the individual in the example above does not return to work with the County at the end of the approved leave, the individual has a Severance of Employment, ceases to be an Employee, and therefore cannot become a Member or again become a Member if the individual later returns to work.”

10. Amends Article XVII.1. by replacing "County Court" with "Morrow County Board of Commissioners" each place "County Court" occurs in Article XVII.1.

Dated this 21st day of April 2021.

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

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Don Russell, Chair

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Jim Doherty, Commissioner

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Melissa Lindsay, Commissioner

Approved as to Form:

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Morrow County Counsel

**Working copy of the Plan as amended through the 04/12/2021 Second Amendment**

MORROW COUNTY RETIREMENT PLAN

2015 RESTATEMENT

Effective July 1, 2015

## MORROW COUNTY RETIREMENT PLAN

The MORROW COUNTY RETIREMENT PLAN is amended and restated in this 2015 Restatement. This 2015 Restatement is effective for Retirement Dates and annuity starting dates on or after July 1, 2015, except as otherwise provided in this 2015 Restatement.

### Recitals:

1. The County Court (the “County Court”) for Morrow County, Oregon (the “County” or the “Employer”) adopted THE RETIREMENT PLAN FOR EMPLOYEES OF MORROW COUNTY, OREGON effective July 1, 1966 (the “1966 Plan”).
2. The County Court restated the 1966 Plan, as amended, effective July 1, 1973 (the “1973 Plan”).
3. The County Court restated the 1973 Plan, as amended, effective December 1, 1994, by adopting the MORROW COUNTY RETIREMENT PLAN (the “1994 Plan”).
4. The County Court restated the 1994 Plan, as amended, effective July 1, 2001, by adopting the 2002 Restatement of the MORROW COUNTY RETIREMENT PLAN (the “2002 Restatement”).
5. The County Court restated the 2002 Restatement, as amended, effective July 1, 2001, by adopting the 2003 Restatement of the MORROW COUNTY RETIREMENT PLAN (the “2003 Restatement”).
6. The County Court restated the 2003 Restatement, as amended, effective January 1, 2005, by adopting the 2005 Restatement of the MORROW COUNTY RETIREMENT PLAN (the “2005 Restatement”).
7. The County Court restated the 2005 Restatement, as amended, effective July 1, 2010, by adopting the 2011 Restatement of the MORROW COUNTY RETIREMENT PLAN (the “2011 Restatement”).
8. It is the intent of the County to now restate the 2011 Restatement, as amended, as provided in this 2015 Restatement. This 2015 Restatement does not affect the February 19, 2014 amendment to the 2011 Restatement.
9. The County originally established, and continues to operate, this Plan for the purpose of providing eligible employees of the County and their beneficiaries with retirement benefits.
10. This Plan is intended to continue to be exempt from federal income tax under the pertinent provisions of the IRC and any successor federal income tax statute of the same or similar effect.
11. This Plan is intended to be a governmental plan as defined in IRC Section 414(d).



12. The following plans of the County are adopted as part of, and incorporated into, this Plan for the purpose of determining under ORS 237.620 whether the County provides retirement benefits to its Public Safety Employees that are equal to or better than the benefits that would be provided to them under the Oregon Public Employees Retirement System:
- (a) Death benefit plans;
  - (b) Health benefit plans (including without limitation medical, dental, vision, and air transportation plans);
  - (c) Disability income plans; and
  - (d) Plans to cash-out, in connection with termination of employment, all or part of the value of accrued vacation, accrued holiday pay, or other accrued paid time off.

MORROW COUNTY RETIREMENT PLAN

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## ARTICLE I.—DEFINITIONS

1. “Plan” means the MORROW COUNTY RETIREMENT PLAN as established by the original Plan and modified by all subsequent restatements and amendments.
2. “Plan Administrator” means the Employer. The Plan Administrator will act through the Morrow County ~~Court, the Morrow County Judge~~Board of Commissioners, the Morrow County Finance Director, or such other person or persons designated in writing from time to time by ~~any one of the Morrow County Court, the Morrow County Judge, Board of Commissioners~~ or the Morrow County Finance Director. ~~Any one of the~~The Morrow County ~~Court, the Morrow County Judge~~Board of Commissioners, the Morrow County Finance Director, or such a designee may act for the Plan Administrator without the consent of the others.
3. “Plan Year” means each consecutive twelve month period ending on the last day of June.
4. “Policy” means Group Retirement Policy No. G-09292 issued to the Employer by Pacific Life Insurance Company and, except for purposes of determining annuity purchase rates and actuarial factors, the Morrow County Retirement Plan Trust Agreement and the Morrow County Retirement Plan Trust and the Trust Fund created thereunder.
5. “Employee” means any person regularly employed by the County and compensated either by an annual salary or on an hourly or monthly wage; provided that “Employee” does not include any of the following, even if a common law employee of the County:
  - (a) Individuals employed by the County in temporary positions or as casual labor, or whose customary employment is for less than 20 hours in any one week or for less than 6 months in any calendar year.
  - (b) A leased employee (within the meaning of IRC Section 414(n) or (o)) who is deemed to be an employee of the County under IRC Section 414(n) or (o).
  - (c) An individual whose written employment contract with the County excludes the individual from participating in this Plan. The exclusion may be by reference to this Plan or to a retirement, pension, or qualified plan of the County, or by identifying the fringe benefits to which the individual is entitled and excluding the individual from receiving other fringe benefits.
  - (d) An individual whose wages are paid by an agency or other business that provides individuals who perform services for the County and pays the individuals’ wages.
  - (e) Persons provided sheltered employment or made-work by the County in an employment or industries program maintained for the benefit of such persons.

- (f) Persons employed and paid from federal funds received under the Emergency Job and Unemployment Assistance Act of 1974 (Public Law 93-567) or any other federal program intended primarily to alleviate unemployment.
- (g) Persons employed and paid from funds received under any program of the State of Oregon, or of any other governmental entity other than the County, intended primarily to alleviate unemployment.
- (h) Persons not treated as an employee on the County's payroll records.
- (i) Individuals eligible to participate in, or who after meeting any required waiting period or hours requirement will become eligible to participate in, any other defined benefit plan or defined contribution plan maintained by or contributed to by the County, specifically including any 401(a) defined contribution plan adopted by the County effective on or after July 1, 2020. For clarity, individuals are not Employees during (or after) any six-month waiting period or hours requirement period needed to become eligible to participate in that 401(a) defined contribution plan.
- (j) Individuals hired or rehired after June 30, 2020, including individuals who are Inactive Members of this Plan at the time of rehire.

“Sheriff Office Employees” means Bargaining Unit Employees and Public Safety Employees; except that “Sheriff Office Employees” excludes Public Safety Employees (i) who are not Bargaining Unit Employees, (ii) whose date of employment or reemployment with the County is after December 31, 2004, and (iii) who have no Account Balances attributable to Years of Membership before 2005. Whether an Employee is a Sheriff Office Employee for any month shall be determined based on the Employee's status as of the first day of the month and not by reference to the Employee's status as of any other date (e.g., an Employee shall not be treated as a Sheriff Office Employee merely by reason of being a Sheriff Office Employee at an earlier date).

“Bargaining Unit Employees” means Employees who are included in the collective bargaining unit represented by Morrow County Sheriff's Office Association.

“Public Safety Employee” means an Employee employed by the County as a firefighter or police officer as those terms are defined in ORS 237.610.

- 6. “Member” means an Employee who meets the requirements for membership in this Plan described in Article II.

“Public Safety Member” means a Member employed by the County as a firefighter or police officer as those terms are defined in ORS 237.610.

“General Member” means any Member other than a Public Safety Member.

“Retired Member” means a former Member who has incurred a Severance of Employment and attained a Retirement Date and is entitled to receive Retirement Income under this Plan.

“Inactive Member” means a former Member whose membership has terminated as provided in Article II., who has not withdrawn the Member’s Account Balances under Article XII.2. or XII.3.(a), and who has not attained a Retirement Date.

7. “Retirement Date” means any of the following:

- (a) “Normal Retirement Date” means the first day of the calendar month coincident with or next following the Member’s 70th birthday.
- (b) “Early Retirement Date” means the first day of the calendar month selected by the Member for beginning a retirement benefit prior to the Normal Retirement Date, if such first day is on or after:
  - (i) In the case of a Public Safety Member, the date the Member has both incurred a Severance of Employment and attained age 50.
  - (ii) In the case of a General Member hired before January 1, 1995, the date the Member has both incurred a Severance of Employment and attained age 50.
  - (iii) In the case of a General Member hired after December 31, 1994, the date the Member has accrued 60 Months of Membership and also has both incurred a Severance of Employment and attained age 55.
- (c) “Late Retirement Date” means the first day of the calendar month coincident with or next following the date after the Normal Retirement Date that the Member incurs a Severance of Employment.
- (d) “Disability Retirement Date” means the date the Member is considered disabled as determined under Article IX.1.

A Member’s Retirement Date is the first of the above dates that occurs after the Member’s Severance of Employment.

8. “Severance of Employment” means permanent termination of employment by the County for any cause, but does not include periods during which an individual is not an Employee because of any of the following:

- (a) A temporary layoff;
- (b) A leave of absence or other interruption of employment, not to exceed 24 months, duly approved by the Employer;
- (c) A temporary absence due to disability, illness, or injury; or

The Employer shall determine in a nondiscriminatory manner whether any of the events described in Articles I.8.(a) through I.8.(c) has occurred to prevent a Severance of Employment.

9. “Months of Membership” means the months in which an Employee was an Employee on each day of the month and for which the Employee:

- (a) Elected to make Required Contributions to this Plan prior to July 1, 1973; or
- (b) Met the requirements for membership in this Plan on or after July 1, 1973, as described in Article II.

However, Months of Membership do not include months described in any of the following:

- (c) Months during any day of which an Employee does not incur a Severance of Employment because of Article I.8.(a) or I.8.(b);
- (d) Months on any day of which the Employee is employed by the Employer in a position eligible for membership in the Oregon Public Employees Retirement System or the Oregon Public Service Retirement Plan (and Article II.4. applies for this purpose); and
- (e) Months for any part of which the Employee has been provided, for service with the Employer, (i) creditable service, or contributions to the Employee’s member account, under the Oregon Public Employees Retirement System or (ii) retirement credit, or contributions to the Employee’s employee account, under the Oregon Public Service Retirement Plan, including or (iii) retirement credit or contributions to any other defined benefit plan or defined contribution plan maintained by or contributed to by the County, specifically including any 401(a) defined contribution plan adopted by the County effective on or after July 1, 2020, including, for (i), (ii), and (iii), periods for which such creditable service, retirement credit, or contributions are not provided because of the 600 any waiting period or hours requirement for membership or the six-month waiting period for membership participation; and
- (f) Months of employment after June 30, 2020 for individuals hired or rehired after that date.

10. “Years of Membership” means years and fractions of years resulting from dividing the number of Months of Membership by 12.

11. “Basic Monthly Earnings” means base pay, exclusive of (1) overtime pay, (2) cashed-in vacation, (3) periodic payments for accrued holiday pay, (4) severance pay, (5) shift differential, and (6) other special allowances or compensation. “Basic Monthly Earnings” includes the following to the extent they otherwise would reduce Basic Monthly Earnings:

- (a) Contributions to this Plan under a salary reduction arrangement that are treated as employer contributions under IRC Section 414(h)(2). This Article I.11.(a) is effective for compensation earned on or after September 26, 1994, under salary reduction arrangements made on or after that date.

- (b) Compensation deferred under an eligible deferred compensation plan within the meaning of IRC Section 457(b).
- (c) Elective contributions made by the County that are not included in gross income pursuant to IRC Section 125.

12. “Average Monthly Earnings” means the following:

- (a) For an Employee who has completed at least 10 years of employment, the average of the Basic Monthly Earnings in effect on July 1 of each of the 3 consecutive years in which Basic Monthly Earnings were highest during the 10 years of employment immediately preceding the date the benefit is being determined.
- (b) For an Employee who has completed at least 3 years of employment but less than 10 years of employment, the average of the Basic Monthly Earnings in effect on July 1 of each of the 3 consecutive years in which Basic Monthly Earnings were highest during the period of employment immediately preceding the date the benefit is being determined.
- (c) For an Employee who has completed less than 3 years of employment, the average of the Basic Monthly Earnings in effect on July 1 of each year during the period of employment immediately preceding the date the benefit is being determined.

Average Monthly Earnings shall be determined by excluding from years and periods of employment any months not included in the Employee’s Months of Membership by reason of Article I.9.(d) ~~or~~ I.9.(e), or I.9.(f).

13. “Gross Compensation” means Basic Monthly Earnings plus (a) overtime pay, (b) cashed-in vacation, (c) periodic payments for accrued holiday pay, (d) severance pay, (e) shift differential, (f) other special allowances or compensation, and (g) amounts described in Articles I.11.(a) through I.11.(c) to the extent they otherwise would reduce Gross Compensation, but excluding compensation from expense allowances or personal use of County property.

14. “Actuarial Equivalent”, when used to describe the amount of retirement income or an alternative retirement income to be received by a Retired Member, means the amount of income that can be funded with a stated sum, using the ages of the Member and the Member’s Beneficiary at the Member’s Retirement Date, based on the following interest rate and mortality table:

Interest rate:	7% annual interest, compounded annually
Mortality table:	RP-2000 Mortality Table, blend of 50% Male Combined Healthy and 50% Female Combined Healthy

Any reference in this Plan to the interest rate and mortality table specified in this Article I.14. refers to the interest rate and mortality table in effect under this Article I.14. for the Member’s Retirement Date. Any reference in this Plan to the rate specified in this

Article I.14. refers to the interest rate in effect under this Article I.14. for the Member's Retirement Date.

The above provisions of this Article I.14. shall apply to death benefits under Article XI.2. payable under one of the forms of benefit described in Article X., other than the Lump Sum Payment Option, by treating the Beneficiary as the Retired Member and the annuity starting date of the death benefit as the Member's Retirement Date.

The cost-of-living adjustment provided in Article VI. shall not be considered in determining Actuarial Equivalent benefits.

15. "IRC" means the Internal Revenue Code of 1986, as amended.
16. "ORS" means Oregon Revised Statutes, as amended.
17. "Oregon Public Employees Retirement System" means the retirement system under ORS chapter 238 and excludes the Oregon Public Service Retirement Plan; except that for purposes of recital 10. above "Oregon Public Employees Retirement System" means the retirement system under ORS chapter 238 and the Oregon Public Service Retirement Plan.
18. "Oregon Public Service Retirement Plan" means the pension program under ORS chapter 238A and the individual account program under ORS chapter 238A or either.
19. "Spouse" means, effective as of June 26, 2013, a person to whom the Member is Married.
20. "Married" means, effective as of June 26, 2013, participating in a lawful marriage (as defined under the law of the state in which the marriage occurred) between two people of the same or opposite sex.
21. "Surviving Spouse" means an individual who is the Member's Spouse at the Member's death and who survives the Member.
22. "Domestic Partner" means the individual whom Article XIV.12. requires be treated the same as the Member's or alternate payee's Spouse.



## ARTICLE II. MEMBERSHIP

1. The memberships of Employees who were Members of this Plan on January 1, 1990, shall continue.
2. All Employees are Members of this Plan except ~~Employees employed by the Employer in a position eligible for membership in the Oregon Public Employees Retirement System or the Oregon Public Service Retirement Plan.;~~
  - (a) No individual may become or again become a Member after June 30, 2020, including no Inactive Members rehired after June 30, 2020; and
  - (b) No individuals employed by the Employer in a position eligible for membership or participation in the Oregon Public Employees Retirement System, the Oregon Public Service Retirement Plan, or another defined benefit plan or defined contribution plan maintained by or contributed to by the County (in each case determined without regard to any waiting period or hours requirement for membership or participation) may be or become a Member.
3. A Member's membership shall terminate when the Member ceases to be an Employee for any reason or is employed by the Employer in a position eligible for membership or participation in the Oregon Public Employees Retirement System ~~or~~ the Oregon Public Service Retirement Plan, or another defined benefit plan or defined contribution plan maintained by or contributed to by the County. An Inactive Member's membership shall re-commence on the first day of the month the Inactive Member is again both an Employee and not employed by the Employer in a position eligible for membership or participation in the Oregon Public Employees Retirement System ~~or~~ the Oregon Public Service Retirement Plan, or another defined benefit plan or defined contribution plan maintained by or contributed to by the County; provided, however, in no case will an individual become or again become a Member after June 30, 2020.
4. For purposes of this Plan, the determination whether an Employee is employed by the Employer in a position eligible for membership or participation in the Oregon Public Employees Retirement System ~~or~~ the Oregon Public Service Retirement Plan shall ~~or~~ another defined benefit plan or defined contribution plan maintained by or contributed to by the County, will be determined without regard to the 600 any waiting period or hours requirement for membership and the six-month waiting period for membership or participation.
5. If a Member or former Member has received a single sum payment of the Member's Account Balances and then subsequently becomes an Employee, the Member will be treated as a new Employee for every purpose of this Plan, except as provided below. There shall be no duplication of benefits for Members with more than one period of employment.

If a Member or former Member (a) has incurred a Severance of Employment, (b) has received a single sum payment of the Member's Account Balances, (c) was not a Retired Member, and (d) subsequently becomes an Employee, the Employee's Months of

Membership and Average Monthly Earnings will be determined by considering the Employee's employment for which such Account Balances were accrued only if within five years after the Employee subsequently became an Employee and while an Employee and before the Employee becomes a Retired Member the Employee repays the amount of such Account Balances plus interest thereon compounded as of each June 30 that occurs during the period from the date of payment to the date of repayment. Such interest rate for a period in a Plan Year shall be the percentage rate at which earnings are credited under Article IV.6. as of the June 30 of that Plan Year. At the time of subsequently becoming an Employee, an Employee who has a right to make a repayment shall be informed of his or her right to make repayment under the conditions described above.

This Plan will accept an Employee's repayment in the form of the following rollovers, contributions, and transfers from the types of plans described below:

- (a) A direct rollover of an eligible rollover distribution from, or a participant contribution of an eligible rollover distribution from:
  - (i) A qualified plan described in IRC Section 401(a) or 403(a);
  - (ii) An annuity contract described in IRC Section 403(b); or
  - (iii) An eligible deferred compensation plan described in IRC Section 457(b) maintained by an eligible employer described in IRC Section 457(e)(1)(A),  
but only if this Plan is an eligible retirement plan with respect to the direct rollover or participant contribution.
- (b) A participant rollover contribution of the portion of a distribution from an individual retirement account or annuity described in IRC Section 408(a) or 408(b) that is eligible to be rolled over and would otherwise be includible in gross income.
- (c) A direct trustee-to-trustee transfer authorized by IRC Section 457(e)(17) from an eligible deferred compensation plan described in IRC Section 457(b) maintained by an eligible employer described in IRC Section 457(e)(1)(A).

The definitions in Article XIV.3. apply for purposes of this Article II.5.

- 6. If a Retired Member becomes an Employee, monthly retirement benefits shall be suspended. Upon later becoming a Retired Member, benefits shall be determined by the sum of the following:
  - (a) Suspended monthly benefits shall recommence with a 7.2% increase for each year the benefits were suspended. Any retirement option may be chosen except the Lump Sum Payment Option.
  - (b) Benefits earned during Months of Membership subsequent to the date of reemployment, if applicable.

For clarity, monthly benefits do not stop for individuals hired or rehired after June 30, 2020 (because such individuals do not again become Employees).

7. Transferred Employees shall be dealt with as follows:
- (a) A Member who transfers to another public employer under ORS 236.610(1), including a transfer provided for by an agreement under ORS 190.010, and elects under ORS 236.620(1)(b) to continue to participate in this Plan for the period provided in ORS 236.620(1)(b) as in effect with respect to the Member, shall be treated for purposes of this Plan as employed by Employer to the extent and while employed by the receiving employer, but only for the period provided in ORS 236.620(1)(b) as in effect with respect to the Member. Any additional contribution required under ORS 236.620(1)(b) and this Plan with respect to the Member, as determined from time to time by the Employer, shall be made by the receiving employer.
  - (b) An individual who transfers to Employer from another public employer under ORS 236.610(1), including a transfer provided for by an agreement under ORS 190.010, and who elects under ORS 236.620(1)(b) to continue to participate in the retirement system of the transferring employer for the period provided in ORS 236.620(1)(b) as in effect with respect to the Employee, shall not during or for such period:
    - (i) Become a Member in this Plan.
    - (ii) Be treated as an Employee.
    - (iii) Be treated as having or accruing any Months of Membership, Basic Monthly Earnings, Average Monthly Earnings, Gross Compensation, or years of employment.
  - (c) The Plan Administrator shall apply this Plan to Members and individuals described in this Article II.7. as the Plan Administrator in the Plan Administrator's discretion determines is appropriate to implement the requirements of ORS 236.605 to 236.640.
8. The Plan is frozen to new Members or returning Inactive Members after June 30, 2020 (the "Freeze Date").
- (a) Notwithstanding anything else in the Plan to the contrary: (a) no individual hired after the Freeze Date may become an Employee or a Member; (b) no individual rehired after the Freeze Date may become or again become an Employee or a Member, but may remain an Inactive Member; and (c) Employees on the Freeze Date who are Members on the Freeze Date may continue to be Members after the Freeze Date, but if such individual ceases to be an Employee or Member after the Freeze Date, then (i) the individual may not again become an Employee or a Member, (ii) periods of employment after ceasing to be an Employee or Member

will not be counted or credited as Months of Membership or Years of Membership, and (iii) Compensation during periods of employment after ceasing to be an Employee or Member after the Freeze Date will have no effect (up or down) on the individual's Average Monthly Earnings; and

- (b) For purposes of applying provisions to freeze the Plan, an Employee is considered to remain an Employee so long as the individual has not had a "Severance of Employment" as defined in Article I.8. For example, an individual who is an Employee and Member after the Freeze Date, who goes on an approved leave of absence not to exceed 24 months, and who returns to work at the end of the approved leave, does not have a "Severance of Employment" (see Article I.8.(b)), therefore is deemed to have remained an Employee throughout the absence period, and thus can be a Member after returning to work. Conversely, if the individual in the example above does not return to work with the County at the end of the approved leave, the individual has a Severance of Employment, ceases to be an Employee, and therefore cannot become a Member or again become a Member if the individual later returns to work.

### ARTICLE III.—BENEFICIARIES

1. A Member may designate any person or persons as the Member's Beneficiary. The designation shall be made only on a form provided by the Employer and shall be effective only when filed with the Employer during the Member's life. A designated Beneficiary shall be entitled to benefits from this Plan, in the circumstances and to the extent provided in this Plan.
2. A Member may change the designated Beneficiary at any time by filing a new designation with the Employer as provided in Article III.1. However, a Member may not change the Member's designation of a contingent annuitant after commencement of Normal, Early, Late, or Disability Retirement Income.
3. If a designated Beneficiary dies during the Member's life, there is no successor designated Beneficiary, and no new designation of beneficiary is filed as provided in Article III.1., the Member's estate shall be the Beneficiary.
4. If a designated Beneficiary (other than a Member's estate) who is receiving monthly benefit payments under this Plan dies before receiving all of the payments that are entitled to be received from this Plan, the Employer, upon request, shall make a lump sum payment of the Actuarial Equivalent value of the remainder of the monthly payments to the said Beneficiary's estate.
5. For purposes of determining a Member's Beneficiary:
  - (a) A Beneficiary does not include an individual, even if designated by the Member, who does not survive the Member or who is treated under Oregon law as not surviving the Member. For this purpose (i) the Member and the individual will be treated as residing in Oregon and (ii) Oregon law includes without limitation the Uniform Simultaneous Death Act (ORS 112.570 to ORS 112.590) or its successor and the Uniform Disclaimer of Property Interests Act, ORS 105.623 to 105.649, or its successor but does not include Oregon law regarding conflicts of laws.
  - (b) ORS 112.175 to 112.195, about adoption, or successor Oregon statutes, apply to determine relationships. ORS 112.105, about paternity, or successor Oregon statutes, and other comparable state laws apply without regard to any limitation therein regarding intestate succession. ORS 112.455 to 112.555, regarding certain deaths caused by an individual, or successor Oregon statutes, apply without regard to whether the death occurs or the individual or Member resides in Oregon.

#### ARTICLE IV. MEMBER CONTRIBUTIONS

1. Salary Reduction Pick-up Contributions shall be made to this Plan for each Member for the period or periods of the Member's membership in this Plan (not for any period or periods during which the Member's membership has been terminated).
2. For purposes of this Plan, "Salary Reduction Pick-up Contributions" means contributions, at the rate of 6% of the Member's Gross Compensation, made by the Employer to this Plan under a salary reduction arrangement with respect to the Member, in lieu of contributions directly by the Member of 6% of the Member's Gross Compensation. Salary Reduction Pick-up Contributions shall be made for each payroll period, based on the amount of the Member's Gross Compensation paid for the payroll period.

Salary Reduction Pick-up Contributions are deemed to be "picked up" for purposes of IRC Section 414(h)(2). Members do not have the option of choosing to receive the amount of such Contributions directly, and paying such Contributions directly to this Plan, instead of having such Contributions paid by the Employer to this Plan. Such Contributions will be made on a compensation reduction basis, so that each Member's compensation remaining after such Contributions will be as reduced by the amount of such Contributions. Members' reported compensation on the W-2 form for tax purposes will be reduced by the amount of such Contributions.

3. A Member may make Voluntary Contributions for any month not exceeding 10% of the Member's Basic Monthly Earnings for the month. At termination, death, disability, or retirement, or at the request of a Member or Inactive Member, the Voluntary Contributions Account Balance will be paid in a lump sum. In lieu of a lump sum payment, a Member or Inactive Member entitled to commence Normal, Early, Late, or Disability Retirement Income may elect to receive the Voluntary Annuity described in Article VII.1.(d).
4. Voluntary Contributions shall be made by payroll deduction withheld by the Employer from the Member's compensation. Voluntary Contributions and Salary Reduction Pick-up Contributions shall be remitted by the Employer for addition to the Policy as soon as administratively feasible after the payday for the payroll period for which the contribution is made.
5. Contributions by or for a Member shall be allocated to the following accounts:
  - (a) Salary Reduction Pick-up Contributions shall be allocated to the Member's Salary Reduction Pick-up Contributions Account.
  - (b) Voluntary Contributions shall be allocated to the Member's Voluntary Contributions Account.

Required Contributions previously made to this Plan shall remain allocated to the Member's Required Contributions Account.

Pick-up Contributions previously made to this Plan shall remain allocated to the Member's Pick-up Contributions Account.

A Member's Required Contributions Account, Salary Reduction Pick-up Contributions Account, Pick-up Contributions Account, and Voluntary Contributions Account, together with credited earnings, shall constitute the Member's Account Balances.

A Member's or Inactive Member's Required Contributions Account, Salary Reduction Pick-up Contributions Account, and Pick-up Contributions Account shall be reduced by the amount of any contribution (and attributable earnings) allocated to the Account for a period not included in the Member's or Inactive Member's Months of Membership by reason of Article I.9.(d) or I.9.(e).

6. As of each June 30 the Plan Administrator shall credit earnings to each of a Member's Required Contributions Account, Salary Reduction Pick-up Contributions Account, Pick-up Contributions Account, and Voluntary Contributions Account equal to 6% of the balance thereof as of the prior July 1. However, within 90 days after each June 30 the Employer may by amendment of this Plan determine to credit earnings at a rate more or less than 6%.
7. No part of a Member's Account Balances, except for the Member's Voluntary Contributions Account Balance, may be withdrawn by a Member while the Member is employed by the Employer.

## ARTICLE V. EMPLOYER CONTRIBUTIONS

1. The Employer may, but is not required to, make contributions for addition to the Policy each year in an amount which is calculated by this Plan's actuary to be adequate to fund the benefits for Members provided in this Plan.

Any contribution made by the Employer because of a mistake of fact must be returned to the Employer within one year of the contribution, but only if the Employer makes timely written demand therefor. Such returned contributions will not include attributable earnings but will be reduced by attributable losses.

2. While the Employer expects to continue its contributions for addition to the Policy, it is not obligated to do so, and reserves the right to suspend or reduce its contributions at any time upon the execution of a plan amendment by the Employer.

All benefits payable under this Plan will be paid or provided for solely from the Policy, and the Employer assumes no liability or responsibility therefor.



## ARTICLE VI. COST-OF-LIVING ADJUSTMENT

1. Nothing in this Plan shall change or affect the benefits to which Retired Members who were retired before January 1, 1990, were then entitled.
2.
  - (a) Retired Members and Beneficiaries who have received monthly benefits for one full plan year shall be eligible for the cost-of-living adjustment described in this Article VI.2.
  - (b) Each eligible Member's or Beneficiary's monthly benefit attributable to the Pension described in Article VII.1.(a) (the "monthly Pension") will be adjusted annually to reflect the percentage increase or decrease in the cost of living for the previous calendar year. However, such increase or decrease shall not exceed 2% of any monthly benefit in any year and no benefit shall be adjusted to an amount less than the amount to which the Member or Beneficiary would be entitled if no cost-of-living adjustment were authorized. The amount of any cost of living increase or decrease in any year in excess of the maximum annual adjustment of 2% shall be accumulated from year to year and included in the computation of increases or decreases in succeeding years.
  - (c) After January 1 each year, the Employer shall determine the percentage increase or decrease in the cost of living for the previous calendar year, based on the Consumer Price Index as published by the Bureau of Labor Statistics (Portland area, all items, all urban consumers, annual average), or a comparable index as determined by the Employer if such index ceases to be published. Effective on July 1 each year, the monthly Pension shall be multiplied by the figure determined, and subject to Articles VI.2.(a) and VI.2.(b), the monthly Pension for the 12 months beginning July 1 adjusted to the resultant amount.
  - (d) The monthly Pension to be adjusted annually to reflect the percentage increase or decrease in the cost of living for the previous calendar year shall be deemed to include the Member's or Beneficiary's monthly benefit attributable to the portion of the additional benefit provided in Article XIII. attributable to the Pension described in Article VII.1.(a), determining such portion by applying Article XIII. as if the Pension were the Eligible Employee's Accrued Benefit.

## ARTICLE VII. ACCRUED BENEFIT

1. A Member's or Inactive Member's Accrued Benefit, expressed as a monthly benefit commencing at the Normal Retirement Date, shall be equal to the sum of (a) plus (b) plus (c) plus (d) below:
  - (a) The amount of Pension shall be equal to (i) times (ii) times (iii) below:
    - (i) 2.40% for Members and Inactive Members (1) whose date of employment or reemployment with the County is after December 31, 1994, (2) who are not Sheriff Office Employees, and (3) who have no Account Balances attributable to Years of Membership before 1995.  
  
3.00% for all other Members and all other Inactive Members.
    - (ii) Average Monthly Earnings.
    - (iii) Years of Membership after July 1, 1973.
  - (b) The amount of Past Service Pension shall be equal to the sum of (i) times (ii) below for each Year of Membership after July 1, 1966, and before July 1, 1973:
    - (i) 1.50%.
    - (ii) Monthly Earnings in effect on July 1 during each Year of Membership.
  - (c) The amount of the Prior Plan Pension shall be \$2.50 for each Year of Membership prior to July 1, 1966.
  - (d) The amount of monthly Voluntary Annuity shall be equal to the Actuarial Equivalent of the Member's or Inactive Member's Voluntary Contributions Account Balance. However, the Accrued Benefit of a Member or Inactive Member who receives the Voluntary Contributions Account Balance in a lump sum payment does not include the amount of monthly Voluntary Annuity.
2. The Normal Form of monthly benefit is a Partial Cash Refund Benefit payable for the lifetime of the Retired Member and, if at the death of the Member the aggregate of the portion of such monthly payments derived from the Member's Account Balances does not equal or exceed the sum of the Member's Account Balances (excluding the Voluntary Contributions Account Balance if received in a lump sum payment) on the date such payments commenced, the difference will be returned to the designated Beneficiary in one single sum. The portion of each monthly payment that is derived from the Member's Account Balances is the monthly payment obtained by dividing the amount of the Member's Account Balances (excluding the Voluntary Contributions Account Balance if

received in a lump sum payment) by the Cash Refund actuarial factor derived from the following interest rate and mortality table:

Interest rate:	7% annual interest, compounded annually
Mortality table:	RP-2000 Mortality Table, blend of 50% Male Combined Healthy and 50% Female Combined Healthy

ARTICLE VIII. RETIREMENT BENEFITS

1. A Member retiring at the Normal Retirement Date shall receive Normal Retirement Income equal to the Accrued Benefit based on Average Monthly Earnings and Years of Membership as of the Normal Retirement Date.
2. A Member retiring at an Early Retirement Date shall receive Early Retirement Income equal to the Accrued Benefit based on Average Monthly Earnings and Years of Membership as of the Early Retirement Date. The Pension portion of the Accrued Benefit described in Article VII.1.(a) will be multiplied by the following factors:

Retirement Age	Public Safety Members	General Members
60 & Over	100.0%	100.0%
59	100.0	92.8
58	100.0	85.6
57	100.0	78.4
56	100.0	71.2
55	100.0	64.0
54	92.8	60.8
53	85.6	57.6
52	78.4	54.4
51	71.2	51.2
50	64.0	48.0

The factors above shall be equitably interpolated to the nearest month of age.

Notwithstanding the above, the factors above shall be replaced by 100.0% for Public Safety Members with 25 Years of Membership and for General Members with 30 Years of Membership.

3. A Member retiring at a Late Retirement Date shall receive Late Retirement Income equal to the Accrued Benefit based on Average Monthly Earnings and Years of Membership as of the Late Retirement Date.
4. A Retired Member will be entitled to a Retiree Medical Supplement if the Member had at least eight (8) Years of Membership at the Retirement Date. The Retiree Medical Supplement is an additional payment of \$60 per month beginning on the first of the month after the later of age 65 or the Member's Retirement Date. This payment is not subject to the cost-of-living adjustment described in Article VI.2., and is only payable under the Lifetime Benefit Option.

5. Any Retired Member whose Retirement Date occurs within 31 days after the Member's Severance of Employment, or who is entitled to Disability Retirement Income, will be entitled to an Unused Sick Leave Benefit. The Unused Sick Leave Benefit is equal to 50% of the value of the Member's unused sick leave as of the Retirement Date. The value is measured by multiplying one-half of the number of unused sick leave hours by the average hourly rate of pay, determined by dividing the Average Monthly Earnings by 173.3 hours per month, and is only payable under the Lump Sum Payment Option.

If a Retired Member's last employment with the Employer before the Member's Retirement Date is in a position eligible for membership in the Oregon Public Employees Retirement System or the Oregon Public Service Retirement Plan (and Article II.4. applies for this purpose), the number of a Member's unused sick leave hours shall be deemed to be the lesser of (a) the number of the Member's unused sick leave hours or (b) the number of the Member's unused sick leave hours at the first date the Member is employed by the Employer in a position eligible for such membership.

## ARTICLE IX. DISABILITY RETIREMENT

1. A Member will be considered disabled if found by the Employer to be unable to perform the normal and customary activities and duties of the Member's occupation or any related or similar occupation.
2. A Member who is found to have become disabled while a Member (not while the Member's membership has been terminated) is eligible for Disability Retirement Income commencing on the date of disability if the Member has the following Years of Membership in this Plan:
  - (a) Immediate eligibility regardless of the number of Years of Membership if the disability is connected with the Member's service with the Employer.
  - (b) Five (5) Years of Membership if the disability is not service-connected.
3.
  - (a) Disability Retirement Income for Public Safety Members who are disabled prior to age 55 will equal the Accrued Benefit based on Average Monthly Earnings as of the date of disability and Years of Membership projected to age 55, but not to exceed the greater of 25 years or the number of Years of Membership accrued at the date of disability.
  - (b) Disability Retirement Income for Public Safety Members who are disabled upon or after age 55 will be determined according to the provisions of Article VIII.
  - (c) Disability Retirement Income for General Members who are disabled prior to the Early Retirement Date will equal the Accrued Benefit based on Average Monthly Earnings and Years of Membership as of the date of disability, with the Pension portion described in Article VII.1.(a) reduced to its Actuarial Equivalent value. Disability Retirement Income for General Members who are disabled on or after the Early Retirement Date will be determined according to the provisions of Article VIII.
4. If, prior to the Normal Retirement Date, a Member is no longer disabled according to the terms of this Plan and returns within one month to full-time employment with the Employer, Disability Retirement Income will be discontinued. Upon the Member's return to employment, the Accrued Benefit as of the date of disability will be restored.
5. If, prior to the Normal Retirement Date, a Member is no longer disabled according to the terms of this Plan and does not return within one month to full-time employment with the Employer, Disability Retirement Income will be discontinued. The Member will be entitled to Early Retirement Income, if eligible, or any termination benefits provided in Article XII.2. or XII.3., under the terms of this Plan. The Member's Accrued Benefit as of the date of disability will be restored.

## ARTICLE X. OPTIONAL FORMS OF PAYMENT

1. Members entitled to Normal, Early, Late, or Disability Retirement Income may elect to receive the benefits in one of the following forms, except that Members may not elect to receive Disability Retirement Income in the Lump Sum Payment Option or the Lump Sum and Annuity Option:
  - (a) Partial Cash Refund Benefit (Normal Form)
  - (b) Lifetime Benefit Option
  - (c) Lifetime Benefit with Years Certain Option
  - (d) Contingent Annuitant Option
  - (e) Lump Sum Payment Option
  - (f) Full Cash Refund Annuity Option
  - (g) Lump Sum and Annuity Option
2. The Employer may approve any form of payment which provides that:
  - (a) The present value of payments to be made to the Member is more than 50% of the present value of the total payment to be made to the Member and beneficiaries.
  - (b) Benefits may not be paid out over a period longer than the life expectancy of the Member and Beneficiaries.
3. Any of the above optional forms of payment may be elected at any time before the Member's Retirement Date. No change in the form of payment may be made after the Retirement Date. Each optional form shall be the Actuarial Equivalent of the Normal Form.
4. Description of forms:
  - (a) Partial Cash Refund Benefit (Normal Form): Described in Article VII.2.
  - (b) Lifetime Benefit Option: For the lifetime of the Retired Member, without death benefits.
  - (c) Lifetime Benefit with Years Certain Option: For the lifetime of the Retired Member and, if the death of the Retired Member occurs before the end of the certain period, the balance of the remaining certain period payments to the Beneficiary. The certain period may be 5, 10, 15 or 20 years.
  - (d) Contingent Annuitant Option: This form guarantees that monthly payments will continue for the lifetime of the Retired Member and after death, for the lifetime of

the Retired Member's Beneficiary. Continuing payments to the surviving Beneficiary may be 50%, 66-2/3%, 75% or 100% of the monthly benefit at the time of death, depending on the election made at the time of retirement.

- (e) Lump Sum Payment Option: A single sum payment.
- (f) Full Cash Refund Annuity Option: For the lifetime of the Retired Member and upon death, a single sum payment to the Beneficiary of the excess, if any, of the Actuarial Equivalent present value of this form for the Retired Member at the Retired Member's Retirement Date (using the age of the Retired Member at, and the interest rate and mortality table in effect under Article I.14. for, the Retired Member's Retirement Date) over the monthly annuity payments made to the Retired Member.
- (g) Lump Sum and Annuity Option: Effective May 1, 2014, a single sum payment of all or any portion of the Member's Account Balances elected by the Member, and payment of the rest of the Member's benefit in any one of the forms described in Article X.1.(b)-(f).



## ARTICLE XI. DEATH BENEFITS PRIOR TO RETIREMENT

1. If a Member dies prior to commencement of Normal, Early, Late, or Disability Retirement Income, the Beneficiary will receive the sum of (a) plus (b) below:
  - (a) The Member's Account Balances.
  - (b) For Public Safety Members, an additional benefit equal to the Member's Required Contributions Account Balance.
2. Payment of the death benefit described in Article XI.1. will be in one single sum payment unless the Member (or the Beneficiary, if the Member has not elected) elects to have payments made under one of the other forms of benefit described in Article X.
3. If a Member dies upon or after the commencement of Normal, Early, Late, or Disability Retirement Income, the Beneficiary will receive benefits under the form of payment elected by the Member at the Retirement Date.

## ARTICLE XII. BENEFITS UPON TERMINATION OF EMPLOYMENT

1. A Member shall become Vested when the sum of the Months of Membership equals 60 months, or at the attainment of the Early Retirement Date, if earlier. Without limiting the previous sentence, a Member's or Inactive Member's right to the Member's Accrued Benefit shall be 100% Vested and nonforfeitable when the Member attains normal retirement age (which is the first day of the calendar month coincident with or next following the Member's 70th birthday) while an employee of the Employer.
2. If a Member incurs a Severance of Employment other than by death and the Member is not Vested and is not eligible or is no longer eligible for Disability Retirement Income, the Member will receive one single sum payment of the Member's Account Balances as soon as practical after the Severance of Employment.
3. If a Member incurs a Severance of Employment other than by death and the Member is Vested and is not eligible or is no longer eligible for Disability Retirement Income, the Member may elect to receive benefits under (a) or (b) below:
  - (a) One single sum payment of the Member's Account Balances; or
  - (b) Retirement Income commencing when the Member attains the Normal, Early, or Late Retirement Date (whichever occurs first) equal to the Accrued Benefit based on Average Monthly Earnings and Years of Membership as of the Retirement Date and payable under any form of payment allowed in Article X. plus, if the Member does not elect to receive the Voluntary Annuity described in Article VII.1.(d), a lump sum payment of the Member's Voluntary Contributions Account Balance.

ARTICLE XIII. ADDITIONAL BENEFIT FOR PERS BENEFIT INCREASES

1. This Article XIII. implements the requirement that the Employer provide increases in benefits for certain Public Safety Employees that are equal to or the actuarial equivalent of certain increases in benefits under the Oregon Public Employees Retirement System granted in 1991 and 1995 to certain police officers and firefighters. That requirement and those increases are provided in ORS 237.635 and 237.637, 1991 Oregon Laws chapter 796, and 1995 Oregon Laws chapter 569.
2. Upon distribution of any part (the “Distributed Part”) of an Eligible Employee’s Accrued Benefit in a calendar year in which distributions under this Plan are not exempt from Oregon personal income taxation, the amount of the distribution shall be increased by the greater of the following amounts:

- (a) Zero if Article XIII.3.(a) provides that the amount in this Article XIII.2. for the distribution is zero; otherwise, the amount determined by multiplying the Eligible Payments of the Eligible Portion of the Distributed Part of the Employee’s Accrued Benefit by the following percentage:

If the Employee’s Months of PSE Membership at the Employee’s last Severance of Employment are:	<i>The percentage is:</i>
Less than 120	0%
At least 120 but not 240	1%
At least 240 but not 300	2½%
300 or more	4%

- (b) Zero if Article XIII.3.(a) provides that the amount in this Article XIII.2. for the distribution is zero; otherwise, the amount determined by multiplying the Eligible Payments of the Eligible Portion of the Distributed Part of the Employee’s Accrued Benefit by the percentage determined under the following formula:

$$\left( \frac{1}{.91} - 1 \right) \times \left( \frac{\text{the Employee’s Months of PSE Membership before October 1, 1991}}{\text{the Employee’s Months of PSE Membership}} \right)$$

The amount of any refund under the Partial Cash Refund Benefit and the amount of the single sum payment under the Lump Sum and Annuity Option shall be determined by applying this Article XIII. to the portion of the Member’s Account Balances received in such form as if such portion were the Eligible Employee’s Accrued Benefit.

3. (a) The amount in Article XIII.2. for a distribution is zero if the distribution is made after May 5, 2013, and will not be subject to Oregon personal income tax under ORS 316.127(9).

(b) The Employer, acting through the Morrow County Finance Director, will establish, and may from time to time amend, procedures to determine whether a distribution will be subject to Oregon personal income tax under ORS 316.127(9). For purposes of this Article XIII.3., a distribution will be treated as subject to Oregon personal income tax unless the Employer, acting through the Morrow County Finance Director, determines, or is deemed to have determined, under those procedures that the distribution will not be subject to Oregon personal income tax under ORS 316.127(9).

(c) On June 1, 2013, ORS 316.127(9) stated:

“(9)(a) Retirement income received by a nonresident does not constitute income derived from sources within this state unless the individual is domiciled in this state.

“(b) As used in this section, ‘retirement income’ means retirement income as that term is defined in 4 U.S.C. 114, as amended and in effect for the tax period.”

(d) On June 1, 2013, 4 U.S.C. 114 stated in relevant part:

**“§ 114. Limitation on State income taxation of certain pension income**

“(a) No State may impose an income tax on any retirement income of an individual who is not a resident or domiciliary of such State (as determined under the laws of such State).

“(b) For purposes of this section—

“(1) The term ‘retirement income’ means any income from—

“(A) a qualified trust under section 401(a) of the Internal Revenue Code of 1986 that is exempt under section 501(a) from taxation;

“\* \* \* \*

“(G) a governmental plan (as defined in section 414(d) of such Code) . . . .”

4. Despite Article XIII.2., (1) the amount by which the distribution to an alternate payee is to be increased shall not be determined or paid before the participant’s Severance of Employment, (2) no increase shall be paid (even after the participant’s Severance of Employment) with respect to a lump sum distribution (including a direct rollover) made to an alternate payee before the participant’s Severance of Employment, and (3) the amount of the increase in the distribution to the alternate payee with respect to distributions previously made shall be distributed in the following forms, without interest for delayed payment:

(a) In a lump sum distribution if the benefit is attributable to monthly payments previously made under an annuity.

(b) As a supplement to the annuity if the increase is attributable to monthly payments to be made in the future under a previously started annuity.

5. For purposes of this Article XIII.:

- (a) An “Eligible Employee” is any Employee who before July 14, 1995, was a Public Safety Member and whose last Severance of Employment occurred or occurs while the Employee is a Public Safety Employee and either occurred before January 1, 1991, for a reason other than the Employee’s death or occurred or occurs after December 31, 1990, for any reason.
- (b) “Accrued Benefit” means the participant’s Accrued Benefit as defined in Article VII. and, only for purposes of this Article XIII., includes Disability Retirement Income under Article IX., death benefits under Article XI., and the single sum payment of the Member’s Account Balances under Article XII.; but specifically excluding:
  - (i) Any part of the Accrued Benefit attributable to the Eligible Employee’s Voluntary Contributions Account Balance;
  - (ii) Any part of the death benefit under Article XI., and any part of the single sum payment of the Member’s Account Balances under Article XII., that is attributable to Salary Reduction Pick-up Contributions (and attributable earnings) made for periods after December 31, 2003;
  - (iii) The cost-of-living adjustment provided in Article VI.;
  - (iv) The benefit provided in this Article XIII.; and
  - (v) The Retiree Medical Supplement and the Unused Sick Leave Benefit provided in Articles VIII.4. and VIII.5.
- (c) “Eligible Payments” are all payments made after December 31, 1990, other than:
  - (i) Payments that would have been made before January 1, 1991, if the Employee had elected to start benefit payments on the Employee’s first possible Retirement Date on or next after the Employee’s Severance of Employment.
  - (ii) Payments with respect to an Eligible Employee whose last Severance of Employment occurred before January 1, 1991, other than periodic payments made under an annuity.
- (d) The “Eligible Portion” is the part of the Accrued Benefit attributable to Months of PSE Membership.
- (e) “Months of PSE Membership” are Months of Membership during which the Eligible Employee was at all times a Public Safety Employee.

6. The benefits provided in this Article XIII.:

- (a) Shall not be paid with respect to any portion of an Eligible Employee's Accrued Benefit that is transferred to the Oregon Public Employees Retirement System or the payment of which is assumed or made by the Oregon Public Employees Retirement System.
- (b) May by amendment of this Plan be reduced, eliminated, or changed for all or some Employees with respect to service performed before or after the amendment:
  - (i) To the extent a court of competent jurisdiction or the Employer determines that the Employer is not required to implement one or more of the provisions of ORS 237.635 and 237.637, 1991 Oregon Laws chapter 796, and 1995 Oregon Laws chapter 569 that by their terms apply to the Employer.
  - (ii) To the extent a court of competent jurisdiction or the Employer determines that any of the benefits, or the aggregate benefits, provided in this Article XIII. are more than is required to implement the provisions of ORS 237.635 and 237.637, 1991 Oregon Laws chapter 796, and 1995 Oregon Laws chapter 569.
  - (iii) As the Employer determines appropriate to respond to any law modifying any requirement of ORS 237.635 and 237.637, 1991 Oregon Laws chapter 796, and 1995 Oregon Laws chapter 569.
  - (iv) As the Employer in the Employer's absolute discretion deems appropriate, even though none of the events described in Articles XIII.6.(b)(i) through XIII.6.(b)(iii), and no like event, has occurred.

Any such benefits that are reduced, eliminated, or changed after they have been distributed may not be recovered from any person or offset against any undistributed benefit of any person to account for any such reduction, elimination, or change.

7. No Eligible Employee, Beneficiary, or alternate payee shall acquire a right, contractual or otherwise, to the increased benefits provided by this Article XIII.

## ARTICLE XIV. REQUIRED PROVISIONS

### 1. Required Starting Date

- (a) The entire interest of each participant in the Plan:
  - (i) Will be distributed to the participant no later than the Required Starting Date; or
  - (ii) Will be distributed, starting not later than the Required Starting Date, in accordance with Treasury regulations, over the life of the participant or over the lives of the participant and a Designated Beneficiary (or over a period not extending beyond the life expectancy of the participant or the life expectancy of the participant and a Designated Beneficiary).
- (b) If the distribution of the participant's interest has begun in accordance with Article XIV.1.(a)(ii) and the participant dies before the participant's entire interest has been distributed to the participant, the remaining portion of the participant's interest will be distributed at least as rapidly as under the method of distributions being made under Article XIV.1.(a)(ii) as of the date of the participant's death.
- (c) If a participant dies before the distribution of the participant's interest has begun in accordance with Article XIV.1.(a)(ii), the entire interest of the participant will be distributed within five years after the death of the participant. However, the five-year rule does not apply to any portion of the participant's interest payable to (or for the benefit of) a Designated Beneficiary; and not later than one year after the date of the participant's death or such later date as may be prescribed by Treasury regulations distributions (in accordance with Treasury regulations) of such portion will start over the life of the Designated Beneficiary (or over a period not extending beyond the life expectancy of the Designated Beneficiary).
- (d) With respect to a Designated Beneficiary who is the participant's Surviving Spouse:
  - (i) The date on which the distributions are required to start for purposes of the exception to the five-year rule in Article XIV.1.(c) will not be earlier than the date on which the participant would have attained age 70½; and
  - (ii) If the Surviving Spouse dies before the distributions to the Spouse start, Articles XIV.1.(b) and XIV.1.(c) will be applied as if the Spouse were the participant.
- (e) For purposes of this Article XIV.1.:
  - (i) "Required Starting Date" means April 1 of the calendar year following the later of (1) the calendar year in which the participant attains age 70½ or (2) the calendar year in which the participant retires.

- (ii) “Designated Beneficiary” means any individual designated as a beneficiary by the participant.
  - (iii) “Spouse” and “Surviving Spouse” include an alternate payee who is the participant’s former Spouse.
  - (iv) In accordance with Treasury regulations, any amount paid to a child will be treated as if it had been paid to the Surviving Spouse if such amount will become payable to the Surviving Spouse upon such child reaching majority (or other designated event permitted under Treasury regulations).
  - (v) Any distribution required under the incidental death benefit requirements of IRC Section 401(a) will be treated as a distribution required under this Article XIV.1.
- (f) Despite any contrary provision of the Plan, the Plan will apply the minimum distribution requirements of IRC Section 401(a)(9) in accordance with the following proposed, final, and temporary Treasury regulations:
- (i) With respect to distributions made for calendar years beginning before January 1, 2001, the regulations under IRC Section 401(a)(9) that were proposed in 1987, including Proposed Treasury Regulation Section 1.401(a)(9)-2.
  - (ii) With respect to distributions made for the calendar year beginning on January 1, 2001, the regulations under IRC Section 401(a)(9) that were proposed on January 17, 2001.
  - (iii) With respect to distributions made for calendar years beginning on or after January 1, 2002, Treasury Regulation Sections 1.401(a)(9)-1 through 1.401(a)(9)-9, and also Treasury Regulation Section 1.401(a)(9)-6T for the period it applies.
  - (iv) With respect to distributions made for any calendar year, the provision in Treasury Regulation Section 1.401(a)(9)-1 Q&A-2(d), as published in 74 Fed. Reg. 45993 (September 8, 2009), treating a governmental plan (within the meaning of IRC Section 414(d)) as having complied with IRC Section 401(a)(9) for all years to which IRC Section 401(a)(9) applies to the plan if the plan complies with a reasonable and good faith interpretation of IRC Section 401(a)(9).
- (g) This Article XIV.1.:
- (i) Applies only to the extent this Article XIV.1. requires a distribution to be made earlier than otherwise required under the Plan.
  - (ii) Overrides any distribution options in the Plan inconsistent with IRC Section 401(a)(9).



2. Annual Compensation Limit

The annual compensation taken into account for each participant in determining plan allocations and benefit accruals under the Plan for any Plan Year is limited to the annual compensation limit under IRC Section 401(a)(17)(A) (\$200,000), as adjusted for increases in the cost of living in accordance with IRC Section 401(a)(17)(B). The requirements of IRC Section 401(a)(17) and the Treasury regulations thereunder are incorporated into the Plan by this reference. In determining each participant's benefit accruals under the Plan for any Plan Year ending after December 31, 2001, the annual compensation limit for any Plan Year ending before January 1, 2002, is \$200,000.

3. Direct Rollovers

Despite any contrary provision of the Plan, a Distributee may elect, at the time and in the manner prescribed by the Plan Administrator, to have any portion of an Eligible Rollover Distribution paid directly to an Eligible Retirement Plan specified by the Distributee in a Direct Rollover. The following definitions shall apply to this Article XIV.3.:

- (a) Direct Rollover: A Direct Rollover is a payment by the Plan to an Eligible Retirement Plan specified by the Distributee.
- (b) Distributee: A Distributee includes any of the following:
  - (i) An employee or former employee.
  - (ii) An employee's or former employee's Surviving Spouse.
  - (iii) An employee's or former employee's Spouse or former Spouse who is an alternate payee under a qualified domestic relations order, as defined in IRC Section 414(p).
  - (iv) Effective for distributions after December 31, 2009, a Designated Beneficiary.
- (c) Designated Beneficiary: A Designated Beneficiary is an employee's or former employee's beneficiary meeting either of the following requirements:
  - (i) The beneficiary:
    - (1) Is an individual and a designated beneficiary (as defined in IRC Section 401(a)(9)(E)) of the employee or former employee;
    - (2) Is not the employee's or former employee's Surviving Spouse; and
    - (3) Is not an alternate payee under a qualified domestic relations order, as defined in IRC Section 414(p), who is the employee's or former employee's Spouse or former Spouse; or

- (ii) The beneficiary is a trust maintained for the benefit of one or more designated beneficiaries (as defined in IRC Section 401(a)(9)(E)) of the employee or former employee.
- (d) Eligible Retirement Plan:
- (i) Except as provided in Articles XIV.3.(d)(ii) and XIV.3.(d)(iii), an Eligible Retirement Plan is any of the following specified by the Distributee that accepts the Eligible Rollover Distribution:
    - (1) An individual retirement plan described in IRC Section 7701(a)(37) (other than an endowment contract), including, for distributions made after December 31, 2007, a Roth IRA described in IRC Section 408A, except that, for taxable years beginning before January 1, 2010, an individual retirement plan does not include a Roth IRA if, for the taxable year of the distribution to which the Direct Rollover relates, (A) the taxpayer's adjusted gross income (as determined under IRC Section 408A(c)(3)) exceeds \$100,000 or (B) the taxpayer is a Married individual filing a separate return.
    - (2) A qualified trust described in IRC Section 401(a).
    - (3) An annuity plan described in IRC Section 403(a).
    - (4) An annuity contract described in IRC Section 403(b).
    - (5) An eligible deferred compensation plan under IRC Section 457(b) which is maintained by an eligible employer described in IRC Section 457(e)(1)(A) and that agrees to separately account for amounts transferred into such plan from the Plan.
  - (ii) In the case of a Direct Rollover on behalf of a Designated Beneficiary, an Eligible Retirement Plan is an individual retirement plan described in IRC Section 7701(a)(37) (other than an endowment contract), including a Roth IRA described in IRC Section 408A, that:
    - (1) Is specified by the Designated Beneficiary;
    - (2) Accepts the Direct Rollover;
    - (3) Is established for the purpose of receiving the distribution on behalf of the Designated Beneficiary; and
    - (4) Will be treated as an inherited individual retirement account or individual retirement annuity (within the meaning of IRC Section 408(d)(3)(C)) pursuant to IRC Section 402(c)(11),

except that, for taxable years beginning before January 1, 2010, an individual retirement plan does not include a Roth IRA if, for the taxable year of the distribution to which the Direct Rollover relates, (A) the taxpayer's adjusted gross income (as determined under IRC Section 408A(c)(3)) exceeds \$100,000 or (B) the taxpayer is a Married individual filing a separate return.

(iii) In the case of a Direct Rollover made in a tax year beginning after December 31, 2006, that is not on behalf of a Designated Beneficiary and includes an amount that is not includable in gross income, an Eligible Retirement Plan is any of the following that is specified by the Distributee and accepts the Direct Rollover:

- (1) A qualified trust described in IRC Section 401(a) or an annuity contract described in IRC Section 403(b) which trust or contract provides for separate accounting for amounts so transferred (and earnings thereon), including separately accounting for the portion of such distribution which is includable in gross income and the portion of such distribution which is not so includable; or
- (2) An individual retirement plan as described in Article XIV.3.(d)(i)(1).

(e) Eligible Rollover Distribution: An Eligible Rollover Distribution is any distribution of all or any portion of the balance to the credit of the Distributee, except that an Eligible Rollover Distribution does not include any of the following:

- (i) Any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the Distributee or the joint lives (or joint life expectancies) of the Distributee and the Distributee's designated beneficiary (within the meaning of IRC Section 402(c)(4)(A)(i)), or for a specified period of ten years or more.
- (ii) Any distribution to the extent such distribution is required under IRC Section 401(a)(9). The determination of any distribution required under IRC Section 401(a)(9) for a Designated Beneficiary will be made in accordance with Q&A-17 and -18 of Internal Revenue Service Notice 2007-7, 2007-5 I.R.B. 395, or later guidance by the Internal Revenue Service or in Treasury regulations.
- (iii) Unless the Plan Administrator affirmatively elects to the contrary, any minimum amount permitted by IRC Section 401(a)(31) and regulations issued thereunder that is permitted to be excluded from the definition of Eligible Rollover Distribution.
- (iv) Any distribution made upon the hardship (within the meaning of IRC Section 402(c)(4)(C)) of the Distributee.

- (v) Any other distribution designated in Treasury regulations, or by the Commissioner of Internal Revenue Service pursuant to Treasury regulations, as not an eligible rollover distribution within the meaning of IRC Section 402(c)(4).

#### 4. Automatic Rollovers

Despite any contrary provision of the Plan, the Plan Administrator will cause any Eligible Rollover Distribution described in this Article XIV.4. to be paid in a Direct Rollover to an individual retirement plan designated by the Plan Administrator and will notify the participant in writing (either separately or as part of the notice under IRC Section 402(f)) that the distribution may be transferred to another individual retirement plan. An Eligible Rollover Distribution is described in this Article XIV.4. if:

- (a) The distribution:
  - (i) Is more than \$1,000;
  - (ii) Is made with respect to a participant before the later of the participant's 62d birthday or the participant's normal retirement age; and
  - (iii) May be made without the participant's consent; and
- (b) The participant does not elect to have the distribution paid directly to an Eligible Retirement Plan specified by the participant in a Direct Rollover or to receive the distribution directly.

The definitions in Article XIV.3. apply to this Article XIV.4, except that the individual retirement plan is designated by the Plan Administrator, not specified by the participant. For purposes of this Article XIV.4., an individual retirement plan is an individual retirement plan described in IRC Section 7701(a)(37) but does not include a Roth IRA.

#### 5. Benefits for Military Service

Despite any contrary provision of the Plan:

- (a) Effective for reemployments initiated on or after December 12, 1994, contributions, benefits, and service credit with respect to qualified military service will be provided in accordance with IRC Section 414(u).
- (b) However, effective for deaths and disabilities occurring on or after January 1, 2007, the Plan will not apply IRC Section 414(u)(9) (about treatment in the case of death or disability resulting from active military service) as added by section 104(b) of Public Law No. 110-245, the Heroes Earnings Assistance and Relief Tax Act of 2008; and therefore, for benefit accrual purposes, the Plan will not treat an individual who dies or becomes disabled while performing qualified military service with respect to the employer maintaining the Plan as if the individual has resumed employment in accordance with the individual's reemployment rights

under chapter 43 of title 38, United States Code, on the day preceding death or disability (as the case may be) and terminated employment on the actual date of death or disability.

- (c) In the case of a participant who dies after December 31, 2006, while performing qualified military service (as defined in IRC Section 414(u)), the survivors of the participant are entitled to any additional benefits (other than benefit accruals relating to the period of qualified military service) provided under the Plan had the participant resumed and then terminated employment on account of death.
- (d) Only to the extent required by IRC Section 414(u)(12)(A):
  - (i) An individual receiving a differential wage payment in a year beginning after December 31, 2008, will be treated as an employee of the employer making the payment; and
  - (ii) The differential wage payment will be treated as compensation.

A differential wage payment is any payment that:

- (i) Is made by an employer to an individual with respect to any period during which the individual is performing service in the uniformed services (as defined in chapter 43 of title 38, United States Code) while on active duty for a period of more than 30 days; and
- (ii) Represents all or a portion of the wages the individual would have received from the employer if the individual were performing service for the employer.

This Article XIV.5.(d) does not entitle any individual to a differential wage payment.

## 6. Limit on Benefits

Despite any contrary provision of the Plan, a participant's annual benefit payable under the Plan during any Limitation Year may not exceed the limitations of IRC Section 415 as provided in this Article XIV.6.

- (a) A participant's annual benefit payable under the Plan during any Limitation Year may not exceed the dollar limitation under IRC Section 415(b)(1)(A) for the Limitation Year.
- (b) The dollar limitation in Article XIV.6.(a) and in IRC Section 415(b)(1)(A) will be annually adjusted pursuant to IRC Section 415(d). Without limiting the foregoing:
  - (i) For participants who have incurred a severance from employment (as defined in Treasury Regulation Section 1.415(a)-1(f)(5)) with the employer maintaining the Plan or commenced receiving benefits, the annual adjustments to the dollar limitation in Article XIV.6.(a) and in IRC

Section 415(b)(1)(A) pursuant to IRC Section 415(d) that are effective after such severance or, if earlier, after the annuity starting date with respect to the commenced benefits, will apply to the participants.

- (ii) Adjustments of the dollar limitation in Article XIV.6.(a) and in IRC Section 415(b)(1)(A) will apply to participants who have not commenced benefits before the effective date of the adjustment.
  - (iii) With respect to distributions that commenced before the effective date of an adjustment of the dollar limitation in Article XIV.6.(a) and in IRC Section 415(b)(1)(A), the adjustment will apply to the distributions, but only to the extent that benefits have not been paid.
- (c) If a participant's annual benefit payable under the Plan during a Limitation Year would exceed the amount provided in Article XIV.6.(a), the participant's annual benefit payable under the Plan during such Limitation Year will be reduced to the amount provided in Article XIV.6.(a).
- (d) In the case of any participant in more than one defined benefit plan of the employer (within the meaning of IRC Section 414(b), (c), (m), and (o), after applying IRC Section 415(h)), (i) all such plans will be treated as one plan and (ii) the annual benefit that may be paid to the participant under the Plan during a Limitation Year as provided in Article XIV.6.(a) will be reduced, to the extent required to comply with IRC Section 415, by the amount of the aggregate of the annual benefits payable to the participant under such other plans during such Limitation Year.
- (e) The limitations in this Article XIV.6. will be applied according to the adjustments described in and the provisions of IRC Section 415 and Treasury regulations and guidance by the Internal Revenue Service under IRC Section 415 (including the effective dates of such adjustments and provisions), which are incorporated into the Plan by this reference, including without limitation the adjustments described in and the provisions of IRC Sections 415(b)(2)(B) (about benefits payable in any form other than a form described in IRC Section 415(b)(2)(A), or where employees contribute to the Plan or make rollover contributions), 415(b)(2)(C) and (D) (about benefits beginning before or after a stated age or stated ages), 415(b)(2)(F) (about plans maintained by governments), 415(b)(2)(G) and (H) (about police and firefighters), 415(b)(2)(I) (about disability and survivor benefits under governmental plans), 415(b)(4) (about total annual benefits not exceeding \$10,000), 415(b)(5) (about employees with less than 10 years of participation or service), 415(d) (about COLAs), 415(k)(3) (about repayments of cashouts under governmental plan), and 415(n) (about purchase of permissive service credit) and in Treasury Regulation Section 1.415(a)-1(g)(4) (April 5, 2007) (regarding grandfather rule for preexisting benefits). As provided in Treasury Regulation Section 1.415(a)-1(d)(3)(ii) (April 5, 2007), the Plan will be applied according to the default rules under IRC Section 415 except where the Plan specifies a permitted optional manner in which IRC Section 415 is to be applied in variance from the default rule.

- (f) The adjustments described in IRC Section 415(b)(2)(B), (C), and (D) will be made as follows:
- (i) The adjustment described in IRC Section 415(b)(2)(B) for any form of benefit not subject to IRC Section 417(e)(3) will be made using whichever of the following produces the straight life annuity with the greater annual amount:
- (1) The annual amount of the straight life annuity (if any) payable to the participant under the Plan commencing at the same annuity starting date as the form of benefit payable to the participant; or
  - (2) The annual amount of the straight life annuity commencing at the same annuity starting date that has the same actuarial present value as the form of benefit payable to the participant, computed using 5% interest and the mortality table described in IRC Section 415(b)(2)(E)(v).
- (ii) The adjustment described in IRC Section 415(b)(2)(B) for any form of benefit subject to IRC Section 417(e)(3) will be made using whichever of the following produces the straight life annuity with the greatest annual amount:
- (1) The annual amount of the straight life annuity commencing at the annuity starting date that has the same actuarial present value as the particular form of benefit payable, computed using the applicable interest rate and mortality table specified in Article I.14.;
  - (2) The annual amount of the straight life annuity commencing at the annuity starting date that has the same actuarial present value as the particular form of benefit payable, computed using 5.5% interest and the mortality table described in IRC Section 415(b)(2)(E)(v); or
  - (3) The annual amount of the straight life annuity commencing at the annuity starting date that has the same actuarial present value as the particular form of benefit payable (computed using the applicable interest rate for the distribution under Treasury Regulation Section 1.417(e)-1(d)(3) and the mortality table described in IRC Section 415(b)(2)(E)(v)), divided by 1.05.
- (iii) The adjustments described in IRC Section 415(b)(2)(C) and in IRC Section 415(b)(2)(D) will be made as follows:
- (1) No adjustment will be made to reflect the probability of a participant's death between the annuity starting date and age 62, or between age 65 and the annuity starting date, as applicable, if benefits are not forfeited upon the death of the participant before the

annuity starting date. To the extent benefits are forfeited upon death before the annuity starting date, such an adjustment will be made.

- (2) If the Plan does not have an immediately commencing straight life annuity payable both at age 62 (age 65 if the adjustment is described in IRC Section 415(b)(2)(D)) and the age of benefit commencement, the adjustments will be made using 5% interest and the mortality table described in IRC Section 415(b)(2)(E)(v) (and expressing the participant's age based on completed calendar months as of the annuity starting date).
  - (3) If the Plan has an immediately commencing straight life annuity payable both at age 62 (age 65 if the adjustment is described in IRC Section 415(b)(2)(D)) and the age of benefit commencement, the adjustments will be made using whichever of the following produces the straight life annuity with the lesser annual amount:
    - (A) The applicable interest rate and mortality table specified in Article I.14. or (if applicable) the applicable factor in Article VIII.2.; or
    - (B) 5% interest and the mortality table described in IRC Section 415(b)(2)(E)(v) (and expressing the participant's age based on completed calendar months as of the annuity starting date).
- (g) For purposes of the adjustment in IRC Section 415(b)(5):
- (i) A year of participation will be determined as provided in Treasury Regulation Section 1.415(b)-1(g)(1)(ii);
  - (ii) A year of service is a Plan Year for which the participant accrues a benefit under the Plan or for which participant's employment with the employer maintaining the Plan would be sufficient to accrue a benefit under the Plan if the participant had met the other requirements for such accrual; and
  - (iii) A participant who is permanently and totally disabled (as defined in IRC Section 22(e)(3)) for a Plan Year will be credited with a year of participation and a year of service for that year.

## 7. Limit on Annual Additions

- (a) Despite any contrary provision of the Plan, the annual additions credited to any participant's accounts under the Plan for any Limitation Year may not exceed the lesser of the dollar limitation in IRC Section 415(c)(1)(A) or 100% of the participant's compensation (as defined in Article XIV.9., about compensation for purposes of limit on annual additions). The dollar limit in this Article XIV.7.(a) will be annually adjusted pursuant to IRC Section 415(d).



- (b) In the case of any participant in more than one defined contribution plan of the employer (within the meaning of IRC Section 414(b), (c), (m), and (o), after applying IRC Section 415(h)), all such plans will be treated as one plan, and the maximum annual addition to the participant's accounts under the Plan as provided above will be reduced, to the extent required to comply with IRC Section 415, by the aggregate of the amount of the annual additions to the participant's accounts under such other plans.
- (c) The limitations in this Article XIV.7. will be applied according to adjustments described in and the provisions of IRC Sections 415 and 419A(d) and Treasury regulations and guidance by the Internal Revenue Service under IRC Sections 415 and 419A(d) (including the effective dates of such adjustments and provisions), which are incorporated into the Plan by this reference, including without limitation the adjustments described in and the provisions of IRC Sections 415(c) (about limitation for defined contribution plans), 415(d) (about COLAs), 415(l) (about individual medical benefit accounts), and 419A(d)(2) (about medical benefit accounts for key employees in a welfare benefit fund). As provided in Treasury Regulation Section 1.415(a)-1(d)(3)(ii) (April 5, 2007), the Plan will be applied according to the default rules under IRC Section 415 except where the Plan specifies a permitted optional manner in which IRC Section 415 is to be applied in variance from the default rule.

8. Limitation Year

The Limitation Year is the calendar year.

9. Compensation for Purposes of Limit on Annual Additions

For purposes of Article XIV.7., "compensation" means wages within the meaning of IRC Section 3401(a) (for the purposes of income tax withholding at the source) but determined without regard to any rules that limit the remuneration included in wages based on the nature or location of the employment or the services performed (such as the exception for agricultural labor in IRC Section 3401(a)(2)). For purposes of Article XIV.7.:

- (a) Compensation includes any elective deferral (as defined in IRC Section 402(g)(3)), or additional elective deferral under IRC Section 414(v), contributed by the employer and any amount contributed or deferred by the employer at the election of the participant and not includable in the gross income of the participant by reason of IRC Section 125, 132(f)(4), or 457.
- (b) IRC Section 415(c)(3)(C) (about special rules for permanent and total disability) and Treasury Regulation Section 1.415(c)-2(g)(4) (about permanent and total disability of defined contribution plan participant) will apply to with respect to all participants.
- (c) The amounts included in a participant's compensation under this Article XIV.9. will be based on such amounts from the employer (within the meaning of IRC Section 414(b), (c), (m), and (o), after applying IRC Section 415(h)).

- (d) Compensation will be limited as provided in Article XIV.2.
  - (e) Compensation for any Limitation Year is the compensation (as defined in the above provisions of this Article XIV.9.) actually paid or made available to the participant (or, if earlier, includible in the gross income of the participant) during such year. For purposes of this Article XIV.9.(e):
    - (i) Compensation is treated as paid on a date if it is actually paid on that date or it would have been paid on that date but for an election described in Article XIV.9.(a).
    - (ii) Compensation includes only those amounts described in the above provisions of this Article XIV.9. that are:
      - (1) Paid or treated as paid to the employee (in accordance with the above provisions of this Article XIV.9.(e)) before the employee's severance from employment (as defined in Treasury Regulation Section 1.415(a)-1(f)(5)) with the employer; or
      - (2) Paid after such severance and by the later of 2½ months after such severance or the end of the Limitation Year that includes the date of such severance and which:
        - (A) Are regular compensation for services during the employee's regular working hours, or compensation for services outside the employee's regular working hours (such as overtime or shift differential), commissions, bonuses, or other similar payments; and
        - (B) Would have been paid to the employee prior to a severance from employment if the employee had continued in employment with the employer.
- Thus compensation does not include severance pay if paid after such severance.
- (iii) Payments awarded by an administrative agency or court or pursuant to a bona fide agreement by employer to compensate an employee for lost wages are compensation for the Limitation Year to which the back pay relates, but only to the extent such payments represent wages and compensation that would otherwise be included in compensation under this Article XIV.9. This Article XIV.9.(e)(iii) applies only to back pay that this Article XIV.9.(e)(iii) would allocate to a Limitation Year beginning after June 30, 2007.

10. Forfeitures

Forfeitures arising from termination of employment, death, or any other reason will not be applied to increase the benefits any participant or beneficiary would otherwise receive under the Plan. The amounts forfeited will be used as soon as possible to pay expenses of administering the Plan, the Contract, and the Fund and to reduce the Employer's contributions under the Plan.

11. Annuity Contracts

Benefits may be paid by distributing an annuity contract purchased by the Employer for the participant, alternate payee, or beneficiary (the payee).

- (a) Delivery of any such contract will be in full satisfaction of the rights under the Plan of the payee and the payee's joint annuitant, beneficiary, and estate, and upon the delivery thereof such persons will have no further interest under the Plan or in the Policy with respect to the benefits to be paid under the contract and must look solely to the insurer issuing the contract for the payment of such benefits.
- (b) Any refund or credit under any such contract (on account of dividends, earnings, or other experience rating credits, or surrender or cancellation credits) in excess of the benefits under the Plan to be paid under the contract, and any proceeds from demutualization of the issuer of the contract or the issuer's successor, will be paid to the Plan for addition to the Policy.
- (c) Any such contract must be nontransferable and may not pay benefits that exceed the limitations of Article XIV.6. (about limit on benefits) or XIV.7. (about limit on annual additions).
- (d) The terms of the Plan control in the event of any conflict between the terms of the Plan and the terms of any such contract.

12. Oregon Family Fairness Act

The Plan will be administered to comply with the Oregon Family Fairness Act, ORS 106.300 to 106.340.

## ARTICLE XV. BENEFITS NOT ASSIGNABLE

1. Except as provided in this Article XV.:
  - (a) No Member or Beneficiary shall have power to alienate, transfer, assign, anticipate, mortgage, or otherwise encumber such person's interest under this Plan or the Policy.
  - (b) No interest of a Member or Beneficiary under this Plan or the Policy shall be subject to garnishment, attachment, or other seizure or sequestration for the payment of debts, judgments, alimony, or separate maintenance owed by such person or be transferred by operation of law in the event of bankruptcy, insolvency, or otherwise.
2. To the extent required by and subject to the restrictions of ORS 237.600 and despite the other provisions of this Plan except Article XIV.1., a Member's benefit shall be paid, in whole or in part, to an alternate payee (and not to the Member or Beneficiary) if and to the extent expressly provided for in the terms of any court decree of annulment or dissolution of marriage or of separation, or the terms of any court order or court-approved property settlement agreement incident to any court decree of annulment or dissolution of marriage or of separation. Payment to the alternate payee may be made before the participant's Severance of Employment with the Employer if provided or allowed by the decree, order, or agreement. However, this Plan may not distribute a benefit to a participant's Domestic Partner or former Domestic Partner (or other person with respect to whom the distribution does not satisfy the requirements of IRC Section 414(p)(11)) if the participant has not attained age 62 or separated from employment with the Employer and all employers aggregated with the Employer pursuant to any of IRC Section 414(b), (c), (m), and (o). This Plan will apply ORS 237.600 to decrees, orders, or agreements whenever entered or modified, including those entered or last modified before January 1, 1994.
3. However, pursuant to authority granted in ORS 237.600, the Employer, as Plan Administrator, prescribes that no benefit under this Plan may be paid to an alternate payee under the terms of a court decree or order or court-approved property settlement agreement ("Order") until after the date the Plan Administrator receives a copy of the Order and such additional information and documentation as satisfy the Plan Administrator:
  - (a) That the copy is a true copy of the Order.
  - (b) That the Order is, within the meaning of ORS 237.600, a court decree of annulment or dissolution of marriage or of separation, or a court order or court-approved property settlement agreement incident to such a decree.
  - (c) Of the extent to which the terms of the Order expressly provide for payment of a benefit under this Plan to an alternate payee.

- (d) Of any other fact or matter required for the Plan Administrator to:
  - (i) Determine the application of ORS 237.600 to the Order or the extent to which the Order applies to this Plan.
  - (ii) Comply with the Order or with ORS 237.600.
  - (iii) Administer this Plan under the terms of the Order.
- 4. Neither the Employer nor this Plan shall charge or collect out of the benefits payable to the Member or the alternate payee any administrative expenses or related costs incurred by the Employer or this Plan in obtaining data or making calculations necessary by reason of ORS 237.600.
- 5. For periods beginning before a participant's Severance of Employment with the Employer, the amounts payable to the participant's alternate payee will be determined using the interest rate and mortality table specified in Article I.14., not the factors specified in Article VIII.2.

## ARTICLE XVI. CLAIMS PROCEDURE

1. Upon the request of a Member or Beneficiary or other person claiming entitlement to benefits under this Plan (a claimant) or by action of the Plan Administrator, the Plan Administrator will provide a claim form to any claimant who becomes or may be entitled to, or claims entitlement to, benefits under this Plan.
  - (a) The claimant must complete and submit the claim form to the Plan Administrator within 60 days after the claimant receives it or within any additional period the Plan Administrator allows.
  - (b) Upon receipt of the claim form, the Plan Administrator will review the appropriateness of the claim and respond in writing to the claimant within 60 days after receiving it. However, the 60 days will be extended to a date set by the Plan Administrator if within the 60 days (and within any extension of the 60 days) the Plan Administrator notifies the claimant in writing that the Plan Administrator has extended the time period to respond and of the new date for the Plan Administrator to respond.
  - (c) The response will include the specific reason or reasons for any denial, specific references to pertinent Plan provisions on which the denial is based, a description of whatever additional material or information, if any, need be supplied by the claimant to perfect the claim, and a copy of this Article XVI.
  - (d) A claimant may act through a legal representative.
2. Within 60 days after receiving a notice of any denial of the claim, the claimant (or a legal representative) may submit to the Plan Administrator, in writing, (i) a request for review of the decision and a review of pertinent documents and (ii) a statement of the reasons the decision of the Plan Administrator is claimed to be erroneous. Any issues and comments submitted by the claimant or a legal representative in connection with the request for review must be submitted in writing to the Plan Administrator.
  - (a) The Plan Administrator will review the contentions regarding the denial of the claim and will, within 60 days from the Plan Administrator's receipt of the request for review, respond to the request. However, the 60 days will be extended to a date set by the Plan Administrator if within the 60 days (and within any extension of the 60 days) the Plan Administrator notifies the claimant in writing that the Plan Administrator has extended the time period to respond and of the new date for the Plan Administrator to respond.
  - (b) The Plan Administrator may determine that special circumstances warrant the holding of a hearing on the request for review. The Plan Administrator has the discretionary authority and sole right to make such determination.

- (c) The Plan Administrator's decision on review will be in writing and will state the specific reasons for the decision and make specific references to the Plan provisions on which the decision is based.

## ARTICLE XVII. TERMINATION OF PLAN

1. The Employer hopes and expects to continue this Plan indefinitely and every effort has been made to arrange this Plan so that it will meet future conditions. However, in order to protect the Employer and the Employees against unforeseen conditions, the right to amend or terminate this Plan is necessarily reserved by the Employer. Any termination of this Plan by the Employer shall be by written action of the Morrow County Court Board of Commissioners. Any amendment of this Plan by the Employer shall be by written action of the Morrow County Court Board of Commissioners or the County Finance Director. However, the County Finance Director may amend this plan only to:
  - (a) Clarify this Plan;
  - (b) Facilitate the administration of this Plan;
  - (c) Make changes adapting this Plan to the requirements of law, changes in law, or the terms of a collective bargaining agreement,all as determined in the discretion of the Finance Director.
2. No amendment shall:
  - (a) Reduce any Member's interest in the fund which is then vested by the terms of this Plan; or
  - (b) Divert any portion of the fund to any purpose other than for the exclusive benefits of persons covered under this Plan or their contingent annuitants or Beneficiaries at any time prior to the satisfaction of all fixed and contingent obligations under this Plan with respect to persons covered under this Plan.
3. No benefits shall accrue after the termination of this Plan and the rights of all employees to benefits accrued to the date of such termination or a partial termination, to the extent then funded, are nonforfeitable. The fund shall be allocated to provide such benefits in the following manner and order of preference, and the amounts allocated shall be applied to purchase annuities in the normal form for such persons. However, none of the optional forms of payment otherwise permitted under this Plan shall be available without the consent of the Employer.
  - (a) An amount necessary to provide an annuity to any person receiving monthly benefits from this Plan.
  - (b) Next an amount equal to the Member's Account Balances shall be allocated to any person covered under this Plan who has accrued such balances and is not described in any of Articles XVII.3.(c) through XVII.3.(e).



- (c) Next an amount necessary to provide an annuity pursuant to the Pension Accrued Benefit shall be allocated to any person who had elected a benefit prior to termination of this Plan but who had not yet been issued an annuity under this Plan.
- (d) Next an amount necessary to provide an annuity pursuant to the Pension Accrued Benefit shall be allocated to any person who was entitled to elect a benefit with an immediate annuity commencement date under this Plan on the date of its termination.
- (e) Next an amount necessary to provide an annuity pursuant to the Pension Accrued Benefit shall be allocated to any other individual entitled to elect a benefit under this Plan, had the individual terminated the individual's employment on the date of termination of this Plan.
- (f) Next any balance remaining in the fund after all the preceding allocations have been made and after provision has been made for any other fixed and contingent obligation existing hereunder as a result of a difference between actual and assumed actuarial experience, may be returned in cash to the Employer.

For purposes of this Article XVII.3., "Pension Accrued Benefit" means the Pension, the Past Service Pension, the Prior Plan Pension, and the Voluntary Annuity described in Article VII.1.

- 4. Any allocation indicated above shall be reduced or eliminated with respect to a person to the extent to which provision for the benefit which such allocation would represent has previously been made.
- 5. If the fund should prove inadequate to complete the allocation set forth in one of the subparagraphs in Article XVII.3., such allocation shall be made by multiplying each individual allocation which would have been made pursuant to such subparagraph had the fund been adequate by a fraction with a numerator equal to the amount available for allocation and with a denominator equal to the amount which would have been required to complete the allocation had the fund been adequate.

## ARTICLE XVIII. GENERAL PROVISIONS

1. The Plan Administrator shall discharge its duties solely in the interest of the Members and Beneficiaries and for the exclusive purpose of providing benefits to Members and their Beneficiaries and defraying reasonable expenses of administering this Plan.
2. All expenses of the Plan or the Policy, unless paid by the Employer, shall be paid by the Plan.
3. All contributions shall be for the exclusive benefit of Members or their Beneficiaries. Except as provided in Articles V. and XVII., no part of any funds subject to this Plan may be paid to or revert to the Employer or be used for any purpose whatsoever other than for the exclusive benefit of the Members or their Beneficiaries.
4. Nothing contained in this Plan shall give an employee the right to be retained in the employment of the Employer or to interfere with the right of the Employer to discharge or retire any employee at any time. Membership under this Plan shall not give any employee the right to claim retirement benefits except to the extent such right or claim is specifically fixed under the terms of this Plan. Such benefits shall be payable pursuant to this Plan only.
5. This Plan is not and is hereby declared not to be a contract between the Employer and any employee, or to be a consideration for, or inducement to or a condition of employment of any employee.
6. The Employer may from time to time establish such reasonable rules and regulations for the administration of this Plan as it may deem desirable and such rules and regulations shall be binding on all employees, former employees and upon their beneficiaries and contingent annuitants.
7. The Employer shall have the sole right and discretionary authority to reconcile, determine, interpret and construe any question or dispute arising in connection with definitions of terms, rights, status or classification of persons, or any other dispute arising under this Plan.

Any such reconciliation, determination, interpretation or construction will be reasonable and consistent with this Plan and shall be made without discrimination among persons in like circumstances and on a basis precluding individual selection. Such reconciliation, determination, interpretation or construction made in good faith will be final and conclusive upon all parties.

8. If any person to whom a Plan benefit is payable is a minor or (as determined in the Employer's discretion) incompetent by reason of physical or mental disability, the Employer may direct the issuer of the Policy or the Trustee under the Morrow County Retirement Plan Trust Agreement to make the payments becoming due to such person to another for such person's benefit without responsibility for the Employer, the issuer, or the Trustee to see to the application of such payments, including without limitation to a custodian for the person, selected by the Employer, the issuer, or the Trustee without

liability for the selection made, under the Oregon Uniform Transfers to Minors Act or under any other comparable state law. Any payment made pursuant to such power will as to such payment operate as a complete discharge of the Employer, the issuer, and the Trustee.

9. This Plan will be construed according to the laws of the State of Oregon and will be interpreted and administered consistent with the applicable requirements of the IRC for this Plan to be qualified under IRC Section 401(a). Any provision of this Plan that is based on a provision of the IRC, including one not necessary for this Plan to be qualified, will be interpreted and administered consistent with such provision of the IRC and the interpretive authorities thereunder.

This Plan includes provisions adopted in good faith to comply with the Tax Increase Prevention and Reconciliation Act of 2005, the Pension Protection Act of 2006, the Heroes Earnings Assistance and Relief Tax Act of 2008, and the Worker, Retiree, and Employer Recovery Act of 2008. Such provisions shall be interpreted and administered consistent with Treasury regulations and Internal Revenue Service guidance regarding such Acts, even where such regulations and guidance are inconsistent with the literal interpretation of such provisions.

10. Interest will not be paid on any amount of benefit paid after the date as of which it is to be paid under this Plan if the amount is paid as soon as administratively feasible after such date, taking into account any delay caused by the person entitled to the payment, any inability to locate such person, and any uncertainty regarding the identity of such person or the amount to be paid. Where interest is payable, it will be paid at the rate specified in Article I.14.

#### MORROW COUNTY

By: \_\_\_\_\_  
Richard R. Worden, Finance Director  
Signed this \_\_\_\_\_, 2015



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

(For BOC Use)
Item #

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

Presenter at BOC:
Department:
Short Title of Agenda Item:
(No acronyms please)

Phone Number (Ext):
Requested Agenda Date:

This Item Involves: (Check all that apply for this meeting.)
List of checkboxes for various agenda items: Order or Resolution, Ordinance/Public Hearing, Appointments, etc.

N/A
Purchase Pre-Authorizations, Contracts & Agreements
Contractor/Entity:
Contractor/Entity Address:
Effective Dates - From: Through:
Total Contract Amount: Budget Line:
Does the contract amount exceed \$5,000? Yes No

Reviewed By:

Department Director Required for all BOC meetings
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

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 Council, Finance and HR review/sign-off (if appropriate), then submit it to the Board of Commissioners Office.

# AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

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

2. FISCAL IMPACT:

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

Attach additional background documentation as needed.

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

**AGREEMENT #166052**

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

This 2021 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,

# 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.

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 January 1, 2021. Unless terminated earlier in accordance with its terms, this Agreement shall expire on December 31, 2021.
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	Payment, Settlement, and Confirmation Requirements
Exhibit E	Special Terms and Conditions
Exhibit F	General Terms and Conditions
Exhibit G	Standard Terms and Conditions
Exhibit H	Required Federal Terms and Conditions
Exhibit I	Required Provider Contract Provisions
Exhibit J	Provider Insurance Requirements
Exhibit K	Startup Procedures
Exhibit L	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 H, (c) Exhibit A, (d) Exhibit C, (e) Exhibit D, (f) Exhibit E, (g) Exhibit B-1, (h) Exhibit B-2, (hi) Exhibit G, (j) Exhibit F (k) Exhibit I, (l) Exhibit J, (m) Exhibit K, (n) Exhibit L.



**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, Tax & Finance Section, on January 29, 2021; email in Contract file.

**OHA Program:**

Approved by Sheryl Derting on February 4, 2021; email in Contract file.

**2021 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 F, 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 E, “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 F, “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 F, “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, Children and Youth	MHS 20
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 F, “General Terms and Conditions,” section 3.b.

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

**EXHIBIT B-1  
SERVICE DESCRIPTIONS**

Not all Services described in this Exhibit B-1 may be 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.



1. Service Name: **SYSTEM MANAGEMENT AND COORDINATION – ADDICTION TREATMENT, RECOVERY & PREVENTION AND PROBLEM GAMBLING SERVICES**

Service ID Code: **A&D 03**

**a. Service Description**

System Management and Coordination – Addiction Treatment, Recovery, & Prevention and Problem Gambling Services (A&D 03 Services) is the central management of an Addiction Treatment, Recovery, & Prevention and Problem Gambling Services system on behalf of an LMHA for which financial assistance is included in Exhibit C, “Financial Assistance Award,” of this Agreement. A&D 03 Services include planning and resource development, coordination of Service delivery for Addiction Treatment, Recovery, & Prevention and Problem Gambling Services, negotiation and monitoring of contracts and subcontracts, and documentation of Service delivery in compliance with state and federal requirements.

**b. Performance Requirements**

In providing A&D 03 Services, County must comply with OAR 309-014-0000 through 309-014-0040, as such rules may be revised from time to time.

No special reporting requirements.

**c. Financial Assistance Calculation, Disbursement, and Confirmation of Performance and Reporting Requirements Procedures**

See Exhibit D, Payment, Settlement, and Confirmation Requirements.

Use Payment and Confirmation language.

2. **Service Name:** START-UP  
**Service ID Code:** A&D 60

a. **Service Description**

Funds awarded must be used for Start-Up activities as described in a special condition in Exhibit C, “Financial Assistance Award.” Description of Start-Up activities are activities necessary to begin, expand, or improve Substance Use Disorder and Problem Gambling Services. These expenses are distinct from routine operating expenses incurred in the course of providing ongoing services. Notwithstanding the description of the Start-Up activities in a special condition, funds awarded from A&D 60 may not be used for real property improvements of \$10,000 and above. When OHA funds in the amount of \$10,000 and above are to be used for purchase or renovation of real property, County shall contact the Housing Development Unit of OHA and follow procedures as prescribed by that unit.

A&D 60 funds are typically disbursed prior to initiation of Services and are used to cover approved allowable Start-up expenditures, as described in Exhibit K, “Start-Up Procedures,” that will be needed to provide the Services planned and to be delivered at the specified site(s).

b. **Performance Requirements**

The funds awarded for A&D 60 may be expended only in accordance with Exhibit K, “Start-Up Procedures,” which is incorporated herein by this reference.

c. **Special Reporting Requirements**

Using the OHA prescribed “Start-Up Request & Expenditure Form,” County shall prepare and submit electronically, to [amhcontract.administrator@dhsosha.state.or.us](mailto:amhcontract.administrator@dhsosha.state.or.us), a request for disbursement of allowable Start-Up funds as identified in a special condition in a particular line of Exhibit C, “Financial Assistance Award.” The reports must be prepared in accordance with forms prescribed by OHA and procedures described in Exhibit K, “Start-Up Procedures.” Forms are located at <http://www.oregon.gov/OHA/HSD/AMH/Pages/Reporting-Requirements.aspx>.

d. **Financial Assistance Calculation, Disbursement, and Agreement Settlement Procedures**

See Exhibit D, Payment, Settlement, and Confirmation Requirements.

Use Payment Start-Up, and Settlement Start-Up language.

3. **Service Name:** **ADULT SUBSTANCE USE DISORDER RESIDENTIAL TREATMENT SERVICES**

**Service ID Code:** **A&D 61**

**a. Service Description**

Adult Substance Use Disorder Residential Treatment Services (A&D 61) are Services delivered to Individuals 18 years of age or older who are unable to live independently in the community; cannot maintain even a short period of abstinence from substance abuse; are in need of 24-hour supervision, treatment, and care; and meet the treatment placement criteria indicated in the American Society of Addiction Medicine (ASAM) Level 3.1 – 3.7.

The purpose of A&D 61 Services is to support, stabilize, and rehabilitate Individuals and to permit them to return to independent community living. A&D 61 Services provide a structured environment for an Individual on a 24-hour basis, consistent with Level 3.1 – 3.7 treatment, including entry, assessment, placement, service plan, service note, service record, transfer and continuity of care, co-occurring mental health and substance use disorders (COD), residential substance use disorders treatment and recovery services, and residential women’s substance use disorders treatment and recovery programs, as set forth in OAR 309-018-0135 through 309-018-0160 and OAR 309-018-0170 through 309-018-0180, as such rules may be revised from time to time, as appropriate to the Individual's needs and include structured counseling, educational services, recreation services, self-help group participation services, and planning for self-directed recovery management to support the gains made during treatment. A&D 61 Services address the needs of diverse population groups within the community with special emphasis on ethnic minorities.

Providers shall have written admission policies and procedures in place for Individuals who appropriately use prescribed medications to treat addiction. Written policies and procedures must include referrals to alternate treatment resources for those not admitted to the program.

A&D 61 Services provided under this Agreement must be provided only to Individuals who are not eligible for Medicaid, who demonstrate a need for financial assistance based on an income below 200% of the current federal poverty level, and obtain insufficient healthcare coverage, including but not limited to, healthcare coverage that does not cover all of the services described herein or are limited to a limited number of days.

**b. Performance Requirements**

- (1) Providers of A&D 61 Services funded through this Agreement must comply with OAR 309-018-0135 through 309-018-0180, as such rules may be revised from time to time. Providers of A&D 61 Services funded through this Agreement must also have a current approval or license issued by OHA in accordance with OAR 415-012-0000 through 415-012-0090.
- (2) Subject to the preference for pregnant women and intravenous drug users described in Exhibit G, “Required Federal Terms and Conditions,” County and Providers of A&D 61 Services funded through this Agreement shall give priority access to such Services first to Individuals referred by the

Department of Human Services and then to Individuals referred by Drug Treatment Courts from within the region, as such region is designated by OHA after consultation with County. For purposes of this Service Description, “Drug Treatment Court” means any court given the responsibility pursuant to ORS 3.450 to handle cases involving substance-abusing offenders through comprehensive supervision, drug testing, treatment services, and immediate sanctions and incentives. A&D 61 Services funded through this Agreement may be delivered to Individuals referred from any county within the State of Oregon and contiguous areas and no priority or preference shall be given to Individuals referred from any particular county, provider, or other entity.

- (3)** Providers of A&D 61 Services funded through this Agreement shall be a culturally competent program, able to meet the cultural and linguistic needs of the Individual, and shall also be a co-occurring competent program capable of delivering adequate and appropriate Services. Delivery of such Services must include, but is not limited to the following tasks, all of which must be documented in the Individual’s clinical record:

  - (a)** Address co-occurring disorders, including gambling, in program policies and procedures, client assessment, treatment and planning, program content, and transition or discharge planning;
  - (b)** Address the interaction of the substance-related and mental health disorders in assessing each Individual’s history of psychological trauma, readiness to change, relapse risk, and recovery environment;
  - (c)** Arrange for, as needed, pharmacological monitoring and psychological assessment and consultation, either on site or through coordinated consultation off site;
  - (d)** The provider’s policies and procedures shall prohibit titration of any prescribed medications, including prescribed medications for the treatment of opioid dependence as a condition of receiving or continuing to receive treatment.
  - (e)** In addition to all applicable statutory and constitutional rights, every individual receiving services has the right to receive medication specific to the individual’s diagnosed clinical needs, including medications used to treat opioid dependence.
  - (f)** Involve the family or significant others of the Individual in the treatment process;
  - (g)** Obtain clinically appropriate family or significant other involvement and participation in all phases of assessment, treatment planning, and treatment;
  - (h)** Use treatment methods, appropriate for Individuals with significant emotional disorders, that are based on sound clinical theory and professional standards of care; and

- (i) Plan the transition from residential to community-based Services and supports that are most likely to lead to successful clinical outcomes for each Individual. This includes scheduling a face-to-face meeting between the Individual and the community-based outpatient provider within seven (7) days of discharge from the residential program.
- (4) Quality of Services provided under this Agreement will be measured in accordance with the following criteria:
  - (a) **Engagement:** Engagement will be measured by reviewing the number of MOTS enrolled Individuals in treatment; and
  - (b) **Improvement in Life Circumstances:** Improvement in life circumstances will be measured by the number of Individuals participating in court programs (if applicable), enrolled in school or obtaining a GED, obtaining employment, returned to the community, and obtaining secured housing accommodations.

c. **Reporting Requirements**

See Exhibit E, 10.

d. **Financial Assistance Calculation, Disbursement, and Agreement Settlement Procedures**

See Exhibit D, Payment, Settlement, and Confirmation Requirements.

Use Payment and Confirmation language.

4. **Service Name:** **SUPPORTED CAPACITY FOR DEPENDENT CHILDREN WHOSE PARENTS ARE IN ADULT SUBSTANCE USE DISORDER RESIDENTIAL TREATMENT**

**Service ID Code:** **A&D 62**

a. **Service Description**

Supported Capacity for Dependent Children Whose Parents are in Adult Substance Use Disorder Residential Treatment (A&D 62) is housing services (room and board) delivered to Individuals who are dependent children age 18 and younger, of parent(s) who reside in substance use disorder residential treatment facilities, so the child(ren) may reside with their parent in the same substance use disorder residential treatment facility. The parent who is participating in residential treatment may or may not be a custodial parent during part or all of the treatment episode. The Department of Human Services, Child Welfare may have legal custody of the child(ren) but grant formal permission for the child(ren) to be placed with the parent during treatment and to reside in one of the dependent room and board placements.

b. **Performance Requirements**

Providers of A&D 62 Services funded through this Agreement must comply with OAR 309-018-0100 through 309-018-0180, as such rules may be revised from time to time. Providers of A&D 62 Services funded through this Agreement must also have a current license issued by OHA in accordance with OAR 415-012-0000 through 415-012-0090, as such rules may be revised from time to time, and participate in outcome studies conducted by OHA.

c. **Reporting Requirements**

See Exhibit E, 10.

d. **Special Reporting Requirements**

- (1) Reports must be prepared using forms and procedures prescribed by OHA. Forms are located at <http://www.oregon.gov/OHA/HSD/AMH/Pages/Reporting-Requirements.aspx>.
- (2) County shall prepare and electronically submit to [amhcontract.administrator@dhsola.state.or.us](mailto:amhcontract.administrator@dhsola.state.or.us) written quarterly summary reports on the delivery of A&D 62 Services, no later than 45 calendar days following the end of each subject quarter for which financial assistance is awarded through this Agreement.
- (3) Each report shall provide the following information:
  - (a) Number of parents and children residing in the substance use disorder residential treatment facilities, including length of stay; and
  - (b) If the parent of dependent child(ren) are TANF eligible.

e. **Financial Assistance Calculation, Disbursement and Confirmation of Performance and Reporting Requirements Procedures**

See Exhibit D, Payment, Settlement, and Confirmation

Use Payment and Confirmation language.

5. **Service Name:** PEER DELIVERED SERVICES  
**Service ID Code:** A&D 63

a. **Service Description**

For the purpose of A&D 63 Peer Delivered Services (A&D 63 Services), “Recovery Center,” “Facilitating Center,” “Peer Delivered Services,” and “Peer Support Specialist” shall have the following meanings:

**Recovery Centers** are comprised of and led by people in recovery from Substance Use Disorders, which is defined in OAR 309-019-0105(112). The Recovery Centers maintain a structured daily schedule of activities where Peer Delivered Services may be delivered. Recovery Centers serve as recovery resources for the local community.

**Facilitating Centers** provide ongoing technical assistance and training for Recovery Centers and the community. Facilitating Centers provide resources and support for developing, expanding, and sustaining Recovery Centers. People in recovery must be involved in every aspect of program design and implementation.

**Peer Delivered Services** means an array of agency or community-based services and supports provided by peers, Peer Support Specialists, and Peer Wellness Specialists to Individuals or family members with similar lived experience. These services are intended to support the needs of Individuals and families, as applicable, as they progress through various stages in their recovery from Substance Use Disorders. Peer Delivered Services include, but are not limited to, the following:

Emotional support. Emotional support refers to demonstrations of empathy, caring, and concern that enhance self-esteem and confidence. Peer mentoring, peer coaching, and peer-led support groups are examples of peer-to-peer recovery services that provide emotional support.

Informational support. Informational support refers to sharing knowledge, information and skills. Peer-led life skills training, job skills training, educational assistance, and health and wellness information are examples of informational support.

Instrumental support. Instrumental support includes modeling and peer-assisted daily-life tasks that people with Substance Use Disorders may lack. Examples of instrumental support include getting to support groups, accessing childcare, completing job applications, locating alcohol and drug-free housing, and obtaining vocational, educational, and navigating health and social service programs.

Affiliational support. Affiliational support facilitates contact with other people to promote learning of social and recreational skills, create a community, and acquire a sense of belonging. Examples of affiliational support include introduction to Recovery Centers, alcohol and drug-free socialization opportunities, and exploring activities.

Family support. Family support includes educational, informational, and affiliation services for family members with relatives (as identified by the family) who are in recovery from Substance Use Disorders. These services are designed to help families develop and maintain positive relationships, improve family functioning, increase understanding of recovery processes, and build connections among family members for mutual support.

**Peer Support Specialists** are individuals as defined in OAR 309-019-0105(81), as such rules may be revised from time to time. Peer Support Specialists must comply with all requirements in accordance with OAR 410-180-0300 through 410-180-0380.

**Population to be served, Eligible population, or Participants:** Individuals with Substance Use Disorders and who are seeking recovery are the target population.

**b. Performance Requirements**

County shall use the financial assistance awarded for A&D 63 Services through this Agreement to provide Peer Delivered Services in a manner that benefits the Population to be served. The Peer Delivered Services must be delivered at Recovery Centers, agencies, or in communities, by Peer Support Specialists or Peer Wellness Specialists.

To the satisfaction of OHA, County shall ensure that Peer Delivered Services are:

- (1) Delivered by Peer Support Specialists and Peer Wellness Specialists who continuously adhere to the Standards of Professional Conduct in OAR 410-180-0340;
- (2) Delivered by Peer Support Specialists and Peer Wellness Specialists who are jointly supervised by clinical staff with documented training and experience with Peer Delivered Services and a certified Peer Support Specialist or Peer Wellness Specialist;
- (3) Delivered in accordance with a plan developed with or by the Individual receiving Services;
- (4) Documented and regularly reviewed by the Individual receiving Services; and
- (5) Documented either in MOTS or MMIS or comparably reported.

Providers employing Peer Support Specialists and Peer Wellness Specialist must develop and implement quality assurance processes to improve the quality of Peer Delivered Services supported by funds provided through this Agreement. OHA may recommend additional actions to improve quality.

**c. Reporting Requirements**

See Exhibit E, 10.



d. **Special Reporting Requirements**

Reports must be prepared using forms and procedures prescribed by OHA. Forms are located at <http://www.oregon.gov/OHA/HSD/AMH/Pages/Reporting-Requirements.aspx>.

- (1) Within 30 calendar days of the County providing A&D 63 Services, County shall prepare and electronically submit a written entry baseline assessment report to [amhcontract.administrator@dhsoha.state.or.us](mailto:amhcontract.administrator@dhsoha.state.or.us).
- (2) County shall prepare and electronically submit, to [amhcontract.administrator@dhsoha.state.or.us](mailto:amhcontract.administrator@dhsoha.state.or.us), written quarterly summary reports on the delivery of A&D 63 Services, no later than 45 calendar days following the end of each subject quarter for which financial assistance is awarded through this Agreement.
- (3) Each report shall provide the following information:
  - (a) The amount of financial assistance spent on A&D 63 Services as of the end of the reporting period;
  - (b) Number of Individuals served by Peer Support Specialist(s), categorized by age, gender, and ethnicity;
  - (c) Breakdown of Service received;
  - (d) Number of Individuals who acquired a safe, permanent, alcohol and drug free place to live in the community during Service participation;
  - (e) Number of Individuals who gained employment or engaged in productive educational or vocational activities during Service participation;
  - (f) Number of Individuals who remained crime-free during Service participation; and
  - (g) Number of Individuals served who are being retained from the previous quarter.

e. **Financial Assistance Calculation, Disbursement, and Confirmation of Performance and Reporting Requirements Procedures**

See Exhibit D, Payment, Settlement, and Confirmation Requirements.

Use Payment and Confirmation language.

6. **Service Name:** HOUSING ASSISTANCE

**Service ID Code:** A&D 64

a. **Service Description**

Housing Assistance Services assist Individuals, who are in recovery from Substance Use Disorders, in locating and paying for housing designated “alcohol and drug free,” as defined in ORS 90.243 or approved by a Program Manager for the contracted Alcohol and Substance Use Disorder Program. Individuals who receive assistance may be living with other family members (e.g. where a parent is re-assuming custody of one or more children).

All Individuals receiving A&D 64 Services funded through this Agreement must reside in County, be in recovery from Substance Use Disorders, were previously homeless or at risk of homelessness, and be participating in a verifiable program of recovery. OHA will not provide financial assistance for A&D 64 Services under this and succeeding Agreement for more than 24 consecutive months for any particular Individual, unless approved in advance by OHA in writing.

b. **Performance Requirements**

Housing Assistance Services include:

- (1) Rental Assistance in the form of cash payments, made on behalf of Individuals recovering from Substance Use Disorders, to cover all or a portion of the monthly rent and utilities for alcohol and drug free housing
- (2) Housing Coordination Services in the form of staff support to assist Individuals recovering from Substance Use Disorders in locating and securing suitable housing, and referrals to other resources.
- (3) Residential Costs to pay for move-in and barrier removal costs not to exceed 20% of total funds awarded to support securing and maintaining housing such as payment of rental deposits and fees, moving and storage costs, payment of past due utility bills and securing a credit report. These must be one-time payments only; no on-going expenses. Housing expenses not eligible are furnishings, appliances, household supplies and equipment; barrier removal expense not eligible are any payments made that do not advance the effort to secure rental housing.

Utilization requirements for A&D 64 will be identified in a special condition, subject to funds awarded in a particular line of the Financial Assistance Award.

No funds shall be paid directly to individuals benefiting from A&D 64 Services.

c. **Reporting Requirements**

See Exhibit E, 10.

**d. Special Reporting Requirements**

County shall prepare and electronically submit, to [amhcontract.administrator@dhsosha.state.or.us](mailto:amhcontract.administrator@dhsosha.state.or.us), written quarterly summary reports on the delivery of A&D 64 Services no later than 45 calendar days following the end of each subject quarter for which financial assistance is awarded through this Agreement. Reports must be prepared using forms and procedures prescribed by OHA. Forms are located at <http://www.oregon.gov/OHA/HSD/AMH/Pages/Reporting-Requirements.aspx>.

Each report shall provide the following information:

- (1) Information and data as required on the OHA-provided reporting template;
- (2) Provide, for financial settlement purposes, the total amount expended during the subject quarter for the following:
  - (a) Amount expended for staff positions (Housing Coordination)
  - (b) Amount expended for administration.
  - (c) Amount expended for move-in and barrier removal services (Residential Costs);
  - (d) Amount expended for Rental Assistance and
- (3) All required reports submitted must be complete and accurate to the satisfaction of OHA. If a report is found to be incomplete or not accurate, it will be returned for correction and resubmission. Failure to submit complete and accurate reports could result in the withholding of future payment of Financial Assistance.

**e. Financial Assistance Calculation, Disbursement, and Confirmation of Performance and Reporting Requirements**

See Exhibit D, Payment, Settlement, and Confirmation

Use Payment and Confirmation language.

7. **Service Name:** **INTOXICATED DRIVER PROGRAM FUND (IDPF)**

**Service ID Code:** **A&D 65**

**a. Service Description**

The Intoxicated Driver Program Fund (IDPF) supports the delivery of:

- (1) Eligible Services to Individuals who have been adjudicated for Driving Under the Influence of Intoxicants (DUII) or Minor in Possession (MIP); and
- (2) Special Services provided for individuals adjudicated for DUII.

**Definitions**

- (1) “Eligible Individual” means an Individual who:
  - (a) Is not eligible for Medicaid or is underinsured; and
  - (b) Demonstrates a need for financial assistance based on an income below 200% of the federal poverty guidelines.
- (2) “Information programs” means educational services for Individuals who have been adjudicated for an MIP, and do not meet diagnostic criteria for a substance use disorder.
- (3) “Treatment” means medically appropriate services for Individuals diagnosed with a substance use disorder

**b. Performance Requirements**

- (1) Providers of Services funded through this Agreement must have a current Certificate and accompanying letter issued by OHA in accordance with OAR 309-008-0100 through 309-008-1600, as such rules may be revised from time to time.
- (2) DUII services providers funded through this Agreement must meet and comply with the program standards set forth in OAR 309-019-0195, as such rules may be revised from time to time.
- (3) Eligible Services are limited to:
  - (a) Providing treatment for Eligible Individuals who enter diversion agreements for DUII under ORS 813.200; or
  - (b) Providing treatment for Eligible Individuals convicted of DUII as required under ORS 813.021; or
  - (c) Providing treatment or information programs for Eligible Individuals convicted of MIP as required under ORS 471.432.
- (4) Special Services funded through this Agreement are for Individuals who enter a diversion agreement for or are convicted of DUII whether they are an Eligible Individual or not. Special Services are limited to:
  - (a) Services required to enable an Individual with a disability to participate in treatment at a Division approved DUII services provider as required by ORS 813.021 or ORS 813.200; or

- (b) Services required to enable an Individual whose proficiency in the use of English is limited because of the person's national origin to participate in treatment at a Division approved DUII services provider as required by ORS 813.021 or ORS 813.200.
  - (c) Services may only be due to the Individual's disability or limited proficiency in the use of English.
- (5) OHA will follow the Medicaid fee schedule in making disbursements for Eligible Services. At no time will OHA provide financial assistance above the Medicaid fee schedule for Eligible Services.
- (6) For Special Services, OHA will make disbursements based on the County's actual cost up to \$500 per Individual. To receive payment for Special Services costs exceeding \$500 per Individual, County must obtain OHA's approval of the Special Services prior to incurring such costs.
- c. **Reporting Requirements**  
See Exhibit E, 10.
- d. **Special Reporting Requirements**
  - (1) County shall prepare and electronically submit, to [amhcontract.administrator@dhsosha.state.or.us](mailto:amhcontract.administrator@dhsosha.state.or.us), written quarterly summary reports on the delivery of IDPF Services, no later than 45 calendar days following the end of each subject quarter for which financial assistance is awarded through this Agreement. Reports must be prepared using forms and procedures prescribed by OHA. Forms are located at <http://www.oregon.gov/OHA/HSD/AMH/Pages/Reporting-Requirements.aspx>.
  - (2) County is responsible for documenting consent for disclosure compliant with 42 CFR Part 2 as necessary to comply with the reporting requirements in this section.
- e. **Financial Assistance Calculation, Disbursement, and Confirmation of Performance and Reporting Requirements Procedures**  
See Exhibit D, Payment, Settlement, and Confirmation Requirements  
Use Payment and Confirmation language.

8. Service Name: **COMMUNITY BEHAVIORAL AND SUBSTANCE USE DISORDER SERVICES**

Service ID Code: **A&D 66**

a. **Service Description**

- (1) Community Behavioral and Substance Use Disorder Services (A&D 66 Services) are Services delivered to youth and adults with Substance Use Disorders or to youth and adults with co-occurring substance use and mental health disorders. These Services shall be provided to Individuals who are not eligible for the Oregon Health Plan (OHP) or who otherwise do not have a benefit that covers the A&D 66 Services described in this Service Description.

The purpose of A&D 66 Services is to build upon resilience, assist Individuals to make healthier lifestyle choices, and to promote recovery from Substance Use Disorders. A&D 66 Services consist of outreach (case finding), early identification and screening, assessment and diagnosis, initiation and engagement, therapeutic interventions, continuity of care, recovery management, and Interim Services.

- (2) It is required that pregnant women receive Interim Services within 48 hours after being placed on a waitlist. At a minimum, 45 CFR §96.121 requires that Interim Services include the following:
- (a) Counseling and education about HIV and tuberculosis (TB);
  - (b) Risks of sharing needles;
  - (c) Risks of transmission to sexual partners and infants;
  - (d) Steps to ensure that HIV and TB transmission does not occur;
  - (e) Referral for HIV or TB treatment services, if necessary;
  - (f) Counseling on the effects of alcohol and drug use on the fetus; and
  - (g) Referral for prenatal care.
- (3) A&D 66 Services must be evidence-based or promising practices. Services may be reduced commensurate with reductions in funding by OHA. County shall provide the following Services, subject to availability of funds:
- (a) Outreach (case finding), early identification and screening, assessment and diagnosis, and education:
    - A. Outreach: Partner with healthcare Providers and other social service partners who provide screening for the presence of behavioral health conditions to facilitate access to appropriate Services.
    - B. Early Identification and Screening: Conduct periodic and systematic screening that identify Individuals with behavioral health conditions and potential physical health consequences of behavioral health conditions which consider epidemiological and community factors, as identified in the

Local Plan or Regional Health Improvement Plan (RHIP) as applicable.

- C. Assessment and Diagnosis: Perform multidimensional, biopsychosocial assessments as appropriate based on OAR 309-018-0140 to guide person-centered services and supports planning for behavioral health and co-existing physical health conditions. Identify Individuals who need intensive care coordination. Use the following standardized protocols and tools to identify the level of Service need and intensity of care and coordination, addressing salient characteristics such as age, culture, and language:
    - I. American Society of Addiction Medicine (ASAM) for Individuals receiving Substance Use Disorder Services.
    - II. Level of Care Utilization System (LOCUS) for adults transitioning between the state hospitals, licensed mental health residential services, and Intensive Community Services. **“Intensive Community Services”** are defined as assertive community treatment, intensive case management, and supported or supportive housing.
    - III. Level of Service Intensity Determination for children including use of Child and Adolescent Service Intensity Instrument (CASII) and Early Childhood Service Intensity Instrument (ECSII) for children receiving services with “Intensive Outpatient Services and Supports” or “Intensive Treatment Services,” as defined in OAR 309-022-0105(43) and 309-022-0105(44), respectively.
  - D. Education: Partner with other community groups and organizations, including but not limited to schools, community corrections, and other related organizations, to perform education and outreach to potentially at-risk populations for alcohol and drug abuse in order to educate those groups around substance abuse treatment and recovery topics tailored to the individual groups’ needs, in order to educate the broader community on these issues as well as begin the process of promoting potential initiation and engagement in treatment Services within these populations.
- (b) Initiation and Engagement: Promote initiation and engagement of Individuals receiving Services and supports, which may include but are not limited to:
- A. Brief motivational counseling;
  - B. Supportive Services to facilitate participation in ongoing treatment; and

- C. Withdrawal management for Substance Use Disorders and supportive pharmacotherapy to manage symptoms and adverse consequences of withdrawal following assessment.
- (c) Therapeutic Interventions:
- General community-based Services, which may include:
- A. Condition management and a whole person approach to single or multiple chronic conditions based on goals and needs identified by the Individual;
  - B. General outpatient Services;
  - C. Medication management for:
    - I. Mental health disorders (when providing Services for Individuals with co-occurring mental and Substance Use Disorders).
    - II. Substance Use Disorders:
      - (A) Includes pharmacotherapy for adults diagnosed with opioid dependence, alcohol dependence, or nicotine dependence and without medical contraindications. Publicly funded programs will not discriminate in providing access to Services for Individuals using medications to treat and manage addictions.
      - (B) Pharmacotherapy, if prescribed, should be provided in addition to and directly linked with psychosocial treatment and support.
  - D. Detoxification for Individuals with Substance Use Disorders under OAR 415-050-0000 through 415-050-0095. Supportive pharmacotherapy may be provided to manage the symptoms and adverse consequences of withdrawal, based on a systematic assessment of symptoms and risk of serious adverse consequences related to the withdrawal process; and
  - E. Meaningful Individual and family involvement.
- (d) Continuity of Care and Recovery Management:
- A. Continuity of care Services includes:
    - I. Coordinate and facilitate access to appropriate housing Services and community supports in the Individual's community of choice;
    - II. Facilitate access to appropriate levels of care and coordinate management of Services and supports based on an Individual's needs in their community of choice;
    - III. Facilitate access to Services and supports provided in the community and Individual's home designed to



assist children and adults with Substance Use Disorders whose ability to function in the community is limited and for whom there is significant risk of higher level of care needed; and

IV. Coordinate with other agencies to provide intensive care coordination sufficient to help Individuals prevent placement in a more restrictive level of care and to be successfully served in their community of choice.

B. Recovery Management Services includes:

I. Continuous case management;

II. Monitoring of conditions and ongoing recovery and stabilization;

III. Individual and family engagement, including provision of child care for parents actively involved in any of these treatment, education, outreach, or recovery support Services; and

IV. Transition planning that addresses the Individual's needs and goals.

b. **Performance Requirements**

- (1) A Provider delivering A&D 66 Services with funds provided through this Agreement may not use funds to deliver covered Services to any Individual enrolled in the Oregon Health Plan.
- (2) The quality of A&D 66 Services supported with funds provided through this Agreement will be measured in accordance with the criteria set forth below. These criteria are applied on a countywide basis each calendar quarter (or portion thereof) during the period for which the funds are awarded through this Agreement. County shall develop and implement quality assurance and quality improvement processes to improve progressively, as measured by the criteria set forth below, the quality of Services supported with funds provided through this Agreement. OHA may assign performance payments to some or all of these standards and measures and may recommend additional actions to improve quality.
  - (a) **Access:** Access is measured by OHA as the percentage of residents estimated by OHA surveys to need treatment who are enrolled in A&D 66 Services.
  - (b) **Treatment Service Initiation:** Treatment service initiation is measured as the percentage of Individuals served within 14 calendar days of their original assessment, also known as the index date. The index date is a start date with no Services in the prior 60 days.
  - (c) **Utilization:** Utilization requirements for Individuals receiving continuum of care services (non-detox) will be identified in a Special Condition, subject to a particular line in Exhibit C, "Financial Assistance Award."

- (d) **Engagement:** Engagement is measured by OHA as the percentage of Individuals receiving A&D 66 Services under this Agreement who enter treatment following positive assessment.
- (e) **Treatment Service Retention:** Treatment Service retention is measured by OHA as the percentage of Individuals receiving A&D 66 Services under this Agreement who are actively engaged in treatment for 90 consecutive days or more.
- (f) **Reduced Use:** Reduced use is measured by OHA as the percentage of Individuals engaged in and receiving A&D 66 Services under this Agreement who reduce their use of alcohol or other drugs during treatment, as reported in the MOTS data system, upon planned interruption in Services or 90 day retention, whichever comes first.
- (g) **Completion:** Completion is measured as the percentage of Individuals engaged in and receiving A&D 66 Services under this Agreement who complete two thirds of their treatment plan and are engaged in recovery support or services at the time treatment Services are terminated. Providers of A&D 66 Services funded through this Agreement must participate in client outcome studies conducted by OHA.
- (h) **Facility-Based Care Follow-Up:** Facility-based care follow-up is measured by the percentage of Individuals with a follow-up visit completed within 7 calendar days after: (A) hospitalization for mental illness; or (B) any facility-based Service defined as residential.
- (i) **Hospital and Facility-Based Readmission rates:** Hospital and facility-based readmission rates are measured by the number of Individuals returning to the same or higher levels of care within 30 and 180 calendar days against the total number of discharges.
- (j) **Parent-Child Reunification:** Parent-child reunification is measured by the number of parents reunited with their child (or multiple children) against the number of parents served who have children in an out-of-home placement or foster care due to the Department of Human Service, Child Welfare Program's involvement.
- (k) **Functional Outcomes - Housing Status; Employment Status; School Performance; Criminal Justice Involvement:** The 4 functional outcome measures that will be monitored by OHA and reported to the County are as follows:
  - A. Housing Status: If improved housing status is a goal of treatment or an Individual is homeless or in a licensed care facility, this measure will be monitored. This measure is defined as the number of Individuals who improve housing status as indicated by a change from homelessness or licensed facility-based care to private housing against the total number of Individuals with a goal to improve housing.
  - B. Employment Status: If employment is a goal of treatment, this measure will be monitored. This measure is defined as

the number of Individuals who become employed, as indicated by a change in employment status, against the number of Individuals with a goal of becoming employed.

- C. School Performance: If school attendance is a goal of treatment, this measure will be monitored. The measure is defined as the number of Individuals who improve attendance in school while in active treatment against the total number of Individuals with a goal of improved attendance in school.
- D. Criminal Justice Involvement: This measure will be monitored by OHA for Individuals referred for Services by the justice system. The measure is defined as the number of Individuals who were not arrested after 1 day or more of active treatment or 2 consecutive quarters (whichever comes first) against the total number of Individuals referred for Services by the justice system.

c. **Reporting Requirements**

See Exhibit E, 10.

d. **Special Reporting Requirements**

- (1) Reports must be prepared using forms and procedures prescribed by OHA. Forms are located at <http://www.oregon.gov/OHA/HSD/AMH/Pages/Reporting-Requirements.aspx>.
- (2) County shall prepare and electronically submit to [amhcontract.administrator@dhsoha.state.or.us](mailto:amhcontract.administrator@dhsoha.state.or.us) written quarterly summary reports on the delivery of A&D 66 Services, no later than 45 calendar days following the end of each subject quarter for which financial assistance is awarded through this Agreement.
- (3) Each report shall provide the following information:  
Description of the delivery of A&D 66 Services provided to individuals who are not enrolled in MOTS at the time of their participation in Prevention, Education, or Outreach Service delivery, as described in this Service Description. Cases without evidence of treatment engagement in the clinical record do not count toward the Service delivery requirement, except as listed above for Prevention, Education, and Outreach.

e. **Financial Assistance Calculation, Disbursement, and Agreement Settlement Procedures**

See Exhibit D, Payment, Settlement, and Confirmation Requirements

Use Payment and Settlement language.

9. **Service Name:** **SUBSTANCE USE DISORDER RESIDENTIAL & DAY TREATMENT CAPACITY**

**Service ID Code:** **A&D 67**

**a. Service Description**

Substance Use Disorder (SUD) Residential and Day Treatment Capacity (A&D 67) is for housing/lodging services for indigent, underfunded, or Medicaid-eligible Individuals who are enrolled in SUD adult or youth residential services or day treatment services where housing/lodging services are provided. A&D 67 Services provide a structured environment for an Individual on a 24-hour basis consistent with Level II and Level III of the American Society of Addiction Medicine (ASAM) patient placement criteria and transfer and continuity of care set forth in OAR 309-018-0135 through 309-018-0155 and 309-019-0135 through 309-019-0140, as such rules may be revised from time to time, are appropriate to the Individual's needs and include housing and food services.

Housing/lodging services includes;

- (1) Bed with a frame and clean mattress;
- (2) Pillow(s);
- (3) Linens; sheets, pillowcases, and blankets;
- (4) Bath towel and wash cloth;
- (5) Private dresser or similar storage area for personal belongings;
- (6) Meals: at least three meals must be provided daily in adequate amounts for each resident at each meal, as well as two snacks daily (may be subsidized with SNAP benefits);
- (7) Laundry services at least weekly for personal clothing, linens, bath towel, and wash cloth; and
- (8) Rent/Utilities (no additional charges to Individual while in treatment).

**b. Performance Requirements**

Providers of A&D 67 Services funded through this Agreement must comply with OAR 309-018-0100 through 309-018-0215 and OAR 309-019-0100 through 309-019-0220, as such rules may be revised from time to time. Providers of A&D 67 Services funded through this Agreement must also have a current approval or license issued by OHA in accordance with OAR 415-012-0000 through 415-012-0090 and must participate in client outcome studies conducted by OHA.

**c. Reporting Requirements**

See Exhibit E, 10.

**d. Financial Assistance Calculation, Disbursement, and Confirmation of Performance and Reporting Requirements Procedures**

See Exhibit D, Payment, Settlement, and Confirmation Requirements.

Use Payment and Confirmation language.

10. **Service Name:** **PROBLEM GAMBLING PREVENTION SERVICES**

Service ID Code: **A&D 80**

**a. Service Description**

- (1) Problem Gambling Prevention Services (A&D 80 Services) are designed to meet the following objectives:
  - (a) Education aimed at increasing general public awareness of Problem Gambling that includes all populations of the general public; and
  - (b) Prevent Problem Gambling.
- (2) The goals and outcomes for County's A&D 80 Services must be described in County's OHA approved Problem Gambling Prevention Implementation Plan, completed using the form located at:<https://www.oregon.gov/oha/HSD/Problem-Gambling/Pages/Prevention.aspx>; and submitted electronically to OHA at: [amhcontractadministrator@dhs.oha.state.or.us](mailto:amhcontractadministrator@dhs.oha.state.or.us). County's A&D 80 Services will be monitored and evaluated on the basis of the County's effectiveness in achieving the goals and outcomes identified in the OHA approved County Problem Gambling Prevention Implementation Plan and through the Problem Gambling Prevention Data Collection System at: <https://www.oregon.gov/oha/HSD/Problem-Gambling/Pages/Prevention.aspx>.

**b. Performance Requirements**

- (1) County shall designate a problem gambling prevention coordinator, who is qualified by virtue of knowledge, training, experience and skills, who shall be responsible for:
  - (a) Implementation plan development, utilizing a comprehensive planning framework for addressing awareness of problem gambling and prevention education. Planning frameworks shall demonstrate the following: assessment of current status of the problem, desired outcome, strategic plan to meet outcome; and evaluation plan;
  - (b) Utilizing community assessment to identify trackable outcome measurements within implementation plan;
  - (c) Implementing problem gambling prevention activities each quarter related to their identified goals in their implementation plan, unless preauthorized by OHA Problem Gambling Prevention Services Specialist;
  - (d) Monitoring, implementation, evaluation and oversight of the Problem Gambling Prevention Implementation Plan in accordance with the "Special Reporting Requirements" section below and submitting it electronically to OHA through the Problem Gambling Prevention Data Collections System at <https://www.oregon.gov/oha/HSD/Problem-Gambling/Pages/Prevention.aspx>;
  - (e) Preparation of reports, as described in the "Special Reporting Requirements" section below;

- (f) Oversight and coordination of A&D 80 Services, activities, and programs provided in the County;
  - (g) Completion of Problem Gambling Prevention Coordinator Training Series requirements within two years from the date of hire. The Problem Gambling Prevention Coordinator Training Series requirements are located at <https://www.oregon.gov/oha/HSD/Problem-Gambling/Pges/Prevention.aspx>;
  - (h) Attend a minimum of 15 hours of OHA Problem Gambling Services approved trainings per biennium, separate from the Problem Gambling Prevention Coordinator Training Series referenced above;
  - (i) Development and adoption of a comprehensive written policy, on gambling in the workplace; and.
  - (j) Participate in a minimum of one Technical Assistance/Program Development visit in a three year period. Technical Assistance Visit Toolkit and Schedule for visit, located at: <https://www.oregon.gov/oha/HSD/Problem-Gambling/Pages/Prevention.aspx>.
- (2) In accordance with OHA’s Trauma Informed Care (TIC) Policy, as described in Exhibit D, “Special Terms and Conditions,” County’s CMHP providing A&D 80 Services shall have: a TIC plan; TIC as a core principle in CMHP’s policies, mission statement, and written program/service information; initiated and completed an agency self-assessment; and a quality assurance structure/process to further develop and sustain TIC.
- (3) The Problem Gambling Prevention Implementation Plan shall include details of the Services to be provided by County and must include as many of the Six Center for Substance Abuse Prevention (CSAP) Strategies as possible (e.g. Prevention Education, Information Dissemination, Community Based Processes, Problem Identification and Referral, Alternative Activities, and Environmental Strategies). The Six CSAP Strategies with Examples may be found at: <https://www.oregon.gov/oha/HSD/Problem-Gambling/Pages/Prevention.aspx>.

County shall not spend greater than 25% of their total allocation on the purchase of a product or supply unless preauthorized by OHA Problem Gambling Prevention Specialist. Problem Gambling Prevention funds are intended to support FTE for the integration and direct service of problem gambling prevention services.

The financial assistance awarded to County for A&D 80 Services in the subsequent contracting period will, in part, depend upon achievement of the goals and outcomes set forth in the County's Problem Gambling Prevention Implementation Plan. In the event of a conflict or inconsistency between the provisions of the County's Problem Gambling Prevention Implementation Plan and provisions of this Service Description, the provisions of this Service Description shall control.

Providers of A&D 80 Services must implement A&D 80 Services funded through this Agreement in accordance with the County's current Problem Gambling Prevention Implementation Plan.

**c. Special Reporting Requirements**

- (1) All A&D 80 Services provided by County under this Agreement must be reported and submitted electronically to OHA on a quarterly basis through the Oregon Problem Gambling Prevention Data Collection System, located at <https://www.oregon.gov/oha/HSD/Problem-Gambling/Pages/Prevention.aspx>, no later than 45 calendar days following the end of each quarter November, February, May, and August, with respect to Services provided in the prior quarter.
- (2) Trauma Informed Care (TIC): County shall submit a written report related to trauma informed care activities, process or needs to OHA upon request.
- (3) County shall notify OHA Statewide Problem Gambling Prevention and Outreach Specialist within 10 business of any changes related to designated Problem Gambling A&D 80 Services program staff. Notification shall be sent to [pgs.support@dhsoha.state.or.us](mailto:pgs.support@dhsoha.state.or.us).

**d. Financial Assistance Calculation, Disbursement, and Confirmation of Performance and Reporting Requirements Procedures**

See Exhibit D, Payment, Settlement, and Confirmation Requirements.

Use Payment and Confirmation language.

11. **Service Name:** **PROBLEM GAMBLING TREATMENT SERVICES**  
**Service ID Code:** **A&D 81**

**a. Service Description**

- (1) For purposes of this A&D 81 Service Description, an Individual must have one of the diagnoses listed below in order to obtain services and the diagnosis must be primary or secondary.
- (a) A diagnosis of Gambling Disorder, defined as an Individual with persistent and recurrent problematic gambling behavior leading to:
    - i. clinically significant impairment or distress, as indicated by the Individual exhibiting one or more diagnostic criteria of the most current version of the Diagnostic and Statistical Manual for Mental Disorders; or
    - (b) A diagnosis of relationship distress with spouse or intimate partner; a diagnosis of relational problems or problems related to psychosocial circumstances; or diagnosis of stressful life events affecting family and household, as listed within the most current version of the International Classification of Disease (ICD), as it relates to problem gambling.
- (2) Problem Gambling Treatment Services (A&D 81 Services) are as follows:
- (a) Outpatient A&D 81 Services provide problem gambling assessment, treatment, and rehabilitation services, delivered on an outpatient basis or intensive outpatient basis to Individuals and those in relationships with Individuals with gambling related problems who are not in need of 24-hour supervision for effective treatment. Outpatient A&D 81 Services must include regularly scheduled face-to-face or non-face-to-face therapeutic sessions or services, in response to crisis for the Individual, and may include individual, group, couple, and family counseling.
  - (b) “Session” or “treatment session” means A&D 81 Services delivered in individual, couple, family, or group formats. Treatment sessions must be reported by type (e.g., individual, couple, family, or group) and length (time).
  - (c) Client-finding/referral pathway development and maintenance: Treatment-specific outreach is targeted outreach for which the primary purpose is to get disordered and problem gamblers and, if appropriate, their family members into treatment through screening, identification and referrals from entities such as social service, allied health, behavioral health and criminal justice organizations.
  - (d) In reach activities: Treatment-specific efforts that engage, educate and assist behavioral health programs and/or SUD’s treatment programs within County or subcontractors with screening, identification and referral to A&D 81 Services.



- (e) A&D 81 Services are to be made available to any Oregon resident with a Gambling Disorder or diagnosis of relational problem as defined above. A&D 81 Services to out-of-state residents are permissible if the presenting Gambling Disorder or relational problem diagnoses are reported as primarily related to an Oregon Lottery product. Providers must request a waiver, to provide Services to out of state residents, using the Out of State Variance Form, located at: <https://www.oregon.gov/oha/hsd/problem-gambling/pages/Data-Entry.aspx>, and submitting the request to OHA electronically at the email address provided on the form.

**b. Performance Requirements**

- (1) County shall maintain Certification, as provided under OAR 309-008-0100 through 309-008-1600 “Certification of Behavioral Health Treatment Services,” for all levels of outpatient treatment in accordance with OAR 309-019-0100 through 309-019-0220 “Outpatient Behavioral Health Services,” as such rules may be revised from time to time.
- (2) County shall meet the performance requirements, which are imposed and assessed on an individual County basis, listed below. If OHA determines that a Provider of A&D 81 Services fails to meet any of the performance requirements, the specific performance requirements that are out of compliance will be reviewed at a specifically scheduled performance requirement site review or OHA may reduce the monthly allotments based on under-used allotments identified through the OHA approved problem gambling treatment data collection system or other required reports in accordance with the “Special Reporting Requirements” section below.

The performance requirements for A&D 81 Services are as follows:

- (a) **Access:** The amount of time between an Individual with a Gambling Disorder requesting A&D 81 Services and the first offered service appointment must be 5 business days or less for at least [90%] of all Individuals receiving A&D 81 Services funded through this Agreement.
- (b) **Client Satisfaction:** The percent of Individuals receiving A&D 81 Services who have completed a problem gambling client satisfaction survey and would positively recommend the Provider to others must not be less than [85%.] Client satisfaction surveys must be completed by no less than [50%]of total enrollments.
- (c) **Long-term Outcome:** At the 6-month follow up for Individuals completing treatment, a minimum of [50%] must report abstinence or reduced gambling.
- (d) **Retention:** The percent of Individuals receiving A&D 81 Services who actively engage in treatment for at least 10 clinical sessions must be at least [40%].

- (e) **Successful Completion:** The percent of all Individuals receiving A&D 81 Services who successfully complete treatment must be at least [35%] (unadjusted rate). Successful completion of problem gambling treatment is defined as Individuals who have: (a) achieved at least [75%] of short-term treatment goals; (b) completed a continued wellness plan (i.e., relapse prevention plan); and (c) lack of engagement in problem gambling behaviors for at least [30] consecutive days prior to successful completion of A&D 81 Services.
- (f) **Client Enrollment Survey Completion:** The percent of Individuals receiving A&D 81 Services who complete a client enrollment survey must not be less than [95%.]
- (g) **Accordance with OHA Trauma Informed Care (TIC) Policy:** County's CMHP providing A&D 81 Services shall have a TIC plan and have TIC appear as a core principle in CMHP's policies, mission statement, and written program/service information. County's CMHP shall have initiated and completed an agency self-assessment and have a quality assurance structure/process to further develop and sustain TIC.

**(3) Technical Assistance and Program Development**

- (a) Program shall participate in a minimum of one Technical Assistance/Program Development visit in a three year period. Schedule of visit, located at:  
<https://www.oregon.gov/oha/HSD/Problem-Gambling/Pages/Treatment.aspx>.
- (b) Process/procedure and reporting guidelines for Technical Assistance and Program Development visit is located at:  
<https://www.oregon.gov/oha/HSD/Problem-Gambling/Pages/Treatment.aspx>.
- (c) County shall provide problem gambling in-reach efforts within their A&D 81 Service organization. This should include engagement, education, screening, identification and referrals to A&D 81 Services using a Gambling Screening, Brief Intervention, and Referral to Treatment (GBIRT) type model, which can be found at:  
<https://www.oregon.gov/oha/HSD/Problem-Gambling/Pages/Treatment.aspx>.
- (d) A&D 81 Services are limited to [12] months per Individual. This Service limitation will count [12] consecutive months, starting with the Individual's enrollment date. Individuals must have been out of Service for a minimum of [90] consecutive days prior to any re-enrollment in the state system.

Providers may request a waiver of the [12] month Service limitation by completing the Length of Stay Variance Form, located at:<https://www.oregon.gov/oha/hsd/problem-gambling/pages/Data-Entry.aspx>, and submitting the form to OHA electronically at the email address provided on the form. The request for a waiver must

be received no less than 30 calendar days prior to exceeding the [12] month Service limitation period and shall include the clinical need for a waiver and a treatment plan indicating the requested length of time to complete the plan. Waivers, if approved, will be for fixed periods of time.

- c. Continuing care or aftercare is limited to [12] months per Individual and provided upon successful completion of gambling treatment Services. This Service limitation will continue [12] consecutive months starting with the Individual's termination or discharge date. Special Reporting Requirements

County shall notify OHA Problem Gambling Treatment and Recovery Specialist within 10 business days of any changes related to designated Problem Gambling A&D 81 Services program staff. Notification shall be sent to [pgs.support@dhsoha.state.or.us](mailto:pgs.support@dhsoha.state.or.us).

County shall submit the following information to OHA regarding Individuals receiving A&D 81 Services. Information to be submitted to OHA/PGS management information system provider. All Providers of A&D 81 Services shall comply with the current OHA designated and approved problem gambling treatment data collection system and manual located at <https://www.oregon.gov/oha/hsd/problem-gambling/pages/Data-Entry.aspx>.

- (1) Intake Data: The enrollment record abstracting form and the gambling client survey must be collected and submitted within [14] calendar days of the first face-to-face treatment contact with an Individual.
- (2) Client Consent Form: A completed client consent form to participate in evaluation follow-up efforts must be collected and submitted prior to Service conclusion. Client refusal to participate in the follow-up survey must be documented in the client file.
- (3) Encounter Data Reporting Requirements: All Providers of A&D 81 Services funded through this Agreement must submit Individual-level, Service delivery activity (encounter data) within 30 calendar days following the end of each month.

Encounter data must be submitted electronically utilizing the HIPAA approved "837" format. Files transferred over non-secure web or Internet must be encrypted utilizing an encryption format approved by OHA. The subject line for each electronic transmission of data must include the program name, the month covered by the submission (e.g. August 2020), and the words "Gambling Encounter Data."

Counties with secure web services may post the data to their server, using the same naming convention described above, provided that OHA has access and receives timely notification.

Prior to submitting data, each encounter claim must be documented in the clinical record and must include the date of the encounter Service, type of Service rendered, time of Service, length of Service, setting of Services, personnel rendering Services (including their name, credentials and signature),, and a clinical note that includes a description of the session .

Providers are expected to reconcile encounter data reports and correct any errors within 30 calendar days of receipt of encounter data report from OHA's management information system provider. Discrepancies must include apparent cause and remedy. Adjustments will be carried forward to the next month within the effective period of this Agreement.

- (4) Discharge Data: Discharge data must be collected and submitted within [90] calendar days after the last date of Service to an Individual.
- (5) Trauma Informed Care (TIC): County shall submit a written report related to trauma informed care activities, process, or needs to OHA upon request.

**(4) Financial Assistance Calculation, Disbursement, Confirmation of Performance and Reporting Requirements, & Provider Audit Procedures**

See Exhibit D, Payment, Settlement, and Confirmation Requirements.

Use Payment and Confirmation language.

In addition:

- (a) OHA will provide financial assistance for A&D 81 Services identified in a particular line of Exhibit C, "Financial Assistance Award," as specified in the PGS Procedure Codes and Rates for Treatment Providers rate sheet, located at <https://www.oregon.gov/oha/HSD/Problem-Gambling/Pages/Treatment.aspx>, as it may be revised from time to time.
- (b) OHA will not make multiple financial assistance disbursements for a single clinical activity, except for group therapy. For example, OHA will not provide financial assistance for an individual treatment session for both an Individual and his or her spouse when the treatment was delivered in a single marital session.
- (c) Providers of A&D 81 Services shall not charge Individuals whose Services are paid through this Agreement any co-pay or other fees for such Services.
- (d) Provider Audits: Providers receiving funds under this Agreement, for A&D 81 Services, are subject to audits of all funds applicable to A&D 81 Services rendered. The purpose of these audits is to:
  - i. Require proper disbursements were made for covered A&D 81 Services;
  - ii. Recover over-payments;
  - iii. Discover any potential or actual instances of fraud and abuse; and
  - iv. Verify that encounter data submissions are documented in the client file, as required and described in the "Special Reporting Requirements" above.

Providers may be subject to OAR 407-120-1505 "Provider and Contractor Audits, Appeals, and Post Payment Recovery," and OAR 410-120-1510 "Fraud and Abuse," as such rules may be revised from time to time.

- (e) OHA's obligation to provide assistance under this Agreement is subject to the satisfaction of the County delivering the anticipated level of A&D 81 Services, upon which the allotments were calculated. If, for a period of 3 consecutive months during the term of this Agreement, County delivers less than the anticipated level of Services, upon which allotments were calculated in a particular line of Exhibit C, "Financial Assistance Award," OHA may amend the amount of funds awarded for A&D 81 Services in proportion to the under-utilization during that period, including but not limited to reducing the amount of future funds awarded for A&D 81 Services in an amount equal to funds reduced under that line of the Financial Assistance Award for under-utilization. An amendment shall be prepared and executed between OHA and County to reflect this reduction.

12. **Service Name:** PROBLEM GAMBLING RESIDENTIAL SERVICES  
**Service ID Code:** A&D 82

a. **Service Description**

For purposes of this A&D 82 Service Description, an Individual with a Gambling Disorder is an Individual with persistent and recurrent problematic gambling behavior leading to clinically significant impairment or distress, as indicated by the Individual meeting the diagnostic criteria of the most current version of the Diagnostic and Statistical Manual for Mental Disorders. This diagnosis must be primary or secondary.

- (1) Problem Gambling Residential Services (A&D 82 Services) are Services that provide problem gambling assessment, treatment, rehabilitation, and 24-hour observation monitoring for Individuals with a Gambling Disorder.
- (2) Referral to A&D 82 Services is through an approved A&D 81 Problem Gambling Treatment Outpatient Service provider or Emergency Department, with specific approval of the A&D 82 Service provider.
- (3) A&D 82 Services are to be made available to any Oregon resident with a Gambling Disorder, as defined above. A&D 82 Services to out-of-state residents are permissible if the presenting Gambling Disorder is reported as primarily related to an Oregon Lottery product.

b. **Performance Requirements**

- (1) County shall maintain a License as provided under OAR 415-012-0000 through 415-012-0090, "Licensure of Substance Use Disorder and Problem Gambling Residential Treatment and Recovery Services," and provide gambling treatment residential services, in accordance with OAR 309-018-0100 through 309-018-0215 "Residential Substance Use Disorders and Problem Gambling Treatment and Recovery Services," as such rules may be revised from time to time.
- (2) County shall meet the performance standards, which are imposed and assessed on an individual County basis, listed below. If OHA determines that a Provider of A&D 82 Services fails to meet any of the performance standards, the specific performance standards that are out of compliance will be reviewed at a specifically scheduled performance standards site review or OHA may reduce the monthly allotments based on under-used allotments identified through the OHA approved problem gambling treatment data collection system or other required reports in accordance with the "Special Reporting Requirements" section below.
  - (a) **Access:** The amount of time between an Individual with a Gambling Disorder requesting A&D 82 Services and the first offered service appointment must be 10 calendar days or less for at least [90%] of all Individuals receiving A&D 82 Services funded through this Agreement.
  - (b) **Client Satisfaction:** The percent of Individuals receiving A&D 82 Services who have completed a problem gambling client satisfaction survey and would positively recommend the Provider to others must

not be less than [85%.] Client satisfaction surveys must be completed by no less than [85%] of total enrollments.

- (c) **Long-term Outcome:** At the 6-month follow up for Individuals completing treatment, a minimum of [50%] must report abstinence or reduced gambling.
  - (d) **Retention:** The percent of Individuals receiving A&D 82 Services who actively engaged in treatment for [25] or more consecutive days must be at least [40%].
  - (e) **Successful Completion:** The percent of all Individuals receiving A&D 82 Services who successfully complete treatment must be at least [70%.] Successful Completion of problem gambling treatment is defined as the Individuals who: (a) are stabilized to safely return to the community and have established contact with a treatment professional, including a scheduled appointment, in their local community for continuing care; (b) have achieved at least [75%] of short-term treatment goals; and (c) have completed a continued wellness plan (i.e. relapse prevention plan).
  - (f) **Client Enrollment Survey Completion:** The percent of Individuals receiving A&D 82 Services who complete a client enrollment survey must not be less than [95%.]
  - (g) **Accordance with OHA Trauma Informed Care (TIC) Policy:** County's CMHP providing A&D 82 services shall have a TIC plan and have TIC appear as a core principle in CMHP policies, mission statement, and written program/service information. County's CMHP shall have initiated and completed an agency self-assessment and have a quality assurance structure/process to further develop and sustain TIC.
- (3) **Technical Assistance and Program Development**
- (a) Program shall participate in a minimum of one Technical Assistance/Program Development visit in a three-year period. Schedule of visit, located at:  
<https://www.oregon.gov/oha/HSD/Problem-Gambling/pages/Treatment.aspx>.
  - (b) Process/procedure and reporting guidelines for Technical Assistance and Program Development visit is located at:  
<https://www.oregon.gov/oha/HSD/Problem-Gambling/Pages/Workforce.aspx>.

c. **Special Reporting Requirements**

County shall notify OHA Problem Gambling Services Manager within 10 business days of any changes related to designated Problem Gambling A&D 82 Services program staff. Notification shall be sent to [pgs.support@dhsoha.state.or.us](mailto:pgs.support@dhsoha.state.or.us). County shall submit the following information to OHA regarding Individuals receiving A&D 82 Services. Information to be submitted to OHA/PGS approved management information system, ~~not~~ ~~contractor~~. All Providers of A&D 82 Services shall comply with the current OHA designated and approved problem gambling treatment data collection system and manual, located at <https://www.oregon.gov/oha/HSD/Problem-Gambling/Pages/Workforce.aspx>.

- (1) **Intake Data**: The enrollment record abstracting form and the gambling client survey must be collected and submitted within 14 calendar days of the first face-to-face treatment contact with an Individual.
- (2) **Client Consent Form**: A completed client consent form to participate in evaluation follow-up efforts must be collected and submitted prior to Service conclusion. Client refusal to participate in the follow-up survey must be documented in the client file.
- (3) **Encounter Data Reporting Requirements**: All Providers of A&D 82 Services funded through this Agreement must submit Individual-level, Service delivery activity (encounter data) within 30 calendar days following the end of each month.

Encounter data must be submitted electronically utilizing the HIPAA approved “837” format. Files transferred over non-secure web or Internet must be encrypted utilizing an encryption format approved by OHA. The subject line for each electronic transmission of data must include the program name, the month covered by the submission (i.e. August 2020) and the words “Gambling Encounter Data.”

Counties with secure web services may post the data to their server, using the same naming convention described above, provided that OHA has access and receives timely notification.

Prior to submitting data, each encounter claim must be documented in the clinical record and must include the date of the encounter Service, type of Service rendered, time of Service, length of Service, setting of Service, personnel rendering Service (including their name, credentials and signature), and a clinical note that includes a description of the session.

Providers are expected to reconcile encounter data reports and correct any errors within 30 calendar days of receipt of encounter data report from OHA’s management information system provider. Discrepancies must include apparent cause and remedy. Adjustments will be carried forward to the next month within the effective period of this Agreement.

- (4) **Discharge Data**: Discharge data must be collected and submitted within 90 calendar days after the last date of Service to an Individual.
- (5) **Trauma Informed Care**: County shall submit written report related to trauma informed care activities, process, or needs to OHA upon request.



**d. Financial Assistance Calculation, Disbursement, Settlement, & Provider Audit Procedures**

See Exhibit D, Payment, Settlement, and Confirmation Requirements.

Use Payment and Settlement language.

In addition:

- (1) OHA will provide financial assistance for A&D 82 Services identified in a particular line of Exhibit C, “Financial Assistance Award,” as specified in the PGS Procedure Codes and Rates for Treatment Providers rate sheet, located at <http://www.oregonpgs.org/treatment/billing-codes-and-rates/>, as it may be revised from time to time.
- (2) Providers of A&D 82 Services shall not charge Individuals whose Services are paid through this Agreement any co-pay or other fees for such Services.
- (3) Provider Audits: Providers receiving funds under this Agreement, for A&D 82 Services, are subject to audits of all funds applicable to A&D 82 Services rendered. The purpose of these audits is to:
  - (a) Require proper disbursements were made for covered A&D 82 Services;
  - (b) Recover over-payments;
  - (c) Discover any potential or actual instances of fraud and abuse; and
  - (d) Verify that encounter data submissions are documented in the client file, as required and described in the “Special Reporting Requirements” above.

Providers may be subject to OAR 407-120-1505 “Provider and Contractor Audits, Appeals, and Post Payment Recovery,” and OAR 410-120-1510 “Fraud and Abuse,” as such rules may be revised from time to time.

- (4) OHA’s obligation to provide assistance under this Agreement is subject to the satisfaction of the County delivering the anticipated level of A&D 82 Services, upon which the allotments were calculated. If, for a period of 3 consecutive months during the term of this Agreement, County delivers less than the anticipated level of Services, upon which allotments were calculated in a particular line of Exhibit C, “Financial Assistance Award,” OHA may amend the amount of funds awarded for A&D 82 Services in proportion to the under-utilization during that period, including but not limited to reducing the amount of future funds awarded for A&D 82 Services in an amount equal to funds reduced under that line of the Financial Assistance Award for under-utilization. An amendment shall be prepared and executed between OHA and County to reflect this reduction.

13. **Service Name:** **PROBLEM GAMBLING RESPITE TREATMENT SERVICES**

Service ID Code: **A&D 83**

**a. Service Description**

For purposes of this A&D 83 Service Description, an Individual with a Gambling Disorder is an Individual with persistent and recurrent problematic gambling behavior leading to clinically significant impairment or distress, as indicated by the Individual meeting the diagnostic criteria of the most current version of the Diagnostic and Statistical Manual for Mental Disorders. This diagnosis must be primary or secondary.

Problem Gambling Respite Treatment Services (A&D 83 Services) are problem gambling treatment Services designed to supplement outpatient Problem Gambling Treatment Services (A&D 81 Services). A&D 83 Services are to be delivered to Individuals who have special needs in relation to A&D 81 Services, such as highly suicidal Individuals or Individuals with co-occurring psychiatric conditions.

- (1) The specific A&D 83 Services that may be delivered with funds provided through this Agreement and directed at Individuals with problems related to a gambling disorder are as follows:
  - (a) Secure Residential Treatment Facility (1-14 days residential care at a psychiatric health care facility): Providers of this Service must have OHA approved, written policies and procedures for operating this Service, hold licensure and comply with OAR 309-035-0100 through 309-035-0225, “Residential Treatment Facilities and Residential Treatment Homes for Adults with Mental Health Disorders”.
  - (b) Respite Care Service (1-14 days residential care at an alcohol and drug treatment facility): Providers of this Service must have:
    - i. OHA approved, written policies and procedures for operating this Service, hold licensure and comply with OAR 309-018-0100 through 309-018-0215 “Residential Substance Use Disorders and Problem Gambling Treatment and Recovery Services;” and
    - ii. A current license issued by the OHA in accordance with OAR 415-012-0000 through 415-012-0090 “Licensure of Substance Use Disorders and Problem Gambling Residential Treatment and Recovery Services.”
- (2) Referral to A&D 83 Services is through an approved A&D 81 Problem Gambling Treatment Outpatient Service provider or Emergency Department, with specific approval of the A&D 83 Service provider.
- (3) A&D 83 Services are to be made available to any Oregon resident with a Gambling Disorder as defined above. A&D 83 Services provided to out of state residents are permissible if the presenting Gambling Disorder is reported as primarily related to an Oregon Lottery product.

b. **Performance Requirements**

County shall meet the performance requirements, which are imposed and assessed on an individual County basis, listed below. If OHA determines that a Provider of A&D 83 Services fails to meet any of the specified performance requirements, the specific performance requirements out of compliance will then be reviewed at a specifically scheduled performance standards site review or OHA may deny invoiced allotments based on insufficient data or performance requirements identified through the OHA approved problem gambling treatment data collection system or other required reports in accordance with the “Special Reporting Requirements” section below.

The performance requirements for A&D 83 Services are as follows:

- (1) **Access:** The amount of time between an Individual with a Gambling Disorder requesting A&D 83 Services and the first offered service appointment must be 5 business days or less for at least [100]% of all Individuals receiving A&D 83 Services funded through this Agreement.
  - (2) **Successful Completion:** The percent of all Individuals receiving A&D 83 Services who successfully complete treatment must be at least [100]%. Successful completion of problem gambling treatment is defined as Individuals who: (a) are stabilized, to safely return to the community, and have established contact, including a scheduled appointment, with a treatment professional in their local community for continuing care; or (b) have been transferred to residential gambling treatment Services.
  - (3) **Client Enrollment Survey Completion:** The percent of Individuals receiving A&D 83 Services who complete a client enrollment survey must not be less than [95]%.
  - (4) **Accordance with OHA Trauma Informed Care (TIC) Policy:** County’s CMHP providing A&D 83 Services shall have a TIC plan and have TIC appear as a core principle in CMHP’s policies, mission statement, and written program/service information. County’s CMHP shall have initiated and completed an agency self-assessment and have a quality assurance structure/process to further develop and sustain TIC.
- (c) **Technical Assistance and Program Development**
- (a) Program shall participate in a minimum of one Technical Assistance/Program Development visit in a three-year period. Schedule of visit, located at:  
<https://www.oregon.gov/oha/HSD/Problem-Gambling/Pages/Treatment.aspx>.
  - (b) Process/procedure and reporting guidelines for Technical Assistance and Program Development visit is located at:  
<https://www.oregon.gov/oha/HSD/Problem-Gambling/Pages/Treatment.aspx>.

c. **Special Reporting Requirements**

County shall notify OHA Problem Gambling Services Manager within 10 business days of any changes related to designated Problem Gambling A&D 83 Services program staff. Notification shall be sent to pgs.support@dhsosha.state.or.us.

County shall submit the following information to OHA regarding Individuals receiving A&D 83 Services. Information to be submitted to OHA/PGS management information system provider. All Providers of A&D 83 Services shall comply with the current OHA approved problem gambling treatment data collections system. User Manual located at:  
<https://www.oregon.gov/oha/HSD/Problem-Gambling/Pages/Workforce.aspx>.

- (1) **Intake Data:** The enrollment record abstracting form and the gambling client survey must be collected and submitted within 14 calendar days of the first face-to-face treatment contact with an Individual.
- (2) **Encounter Data Reporting Requirements:** All Providers of A&D 83 Services funded through this Agreement must submit Individual-level, Service delivery activity (encounter data) within 30 calendar days following the end of each month.

Encounter data must be submitted electronically utilizing the HIPAA approved “837” format. Files to be transferred over non-secure web or Internet must be encrypted utilizing an encryption format approved by OHA. The subject line for each electronic transmission of data must include the program name, the month covered by the submission (i.e. August 2020), and the words “Gambling Encounter Data.”

Counties with secure web services may post the data to their server, using the same naming convention described above, provided that OHA has access and receives timely notification.

Prior to submitting data, each encounter claim, must be documented in the clinical record and must include the date of the encounter Service, type of Service rendered, time of Service, length of Service, setting of Service, personnel rendering Services (including their name, credentials and signature), and a clinical note that includes a description of the session.

- (3) **Discharge Data:** Discharge data must be collected and submitted within 90 calendar days after the last date of Service to an Individual.
- (4) **Trauma Informed Care (TIC):** County shall submit a written report related to trauma informed care activities, process or needs to OHA upon request.

d. **Financial Assistance Calculation, Disbursement and Provider Audit Procedures**

See Exhibit D, Payment, Settlement, and Confirmation Requirements.

Use Payment and Settlement language.

In addition:

- (1) OHA will provide financial assistance for A&D 82 Services identified in a particular line of Exhibit C, “Financial Assistance Award,” as specified in

the PGS Procedure Codes and Rates for Treatment Providers rate sheet, located at <https://www.oregon.gov/oha/HSD/Problem-Gambling/Pages/Treatment.aspx>, as it may be revised from time to time.

- (2) Providers of A&D 82 Services shall not charge Individuals whose Services are paid through this Agreement any co-pay or other fees for such Services.
- (3) Provider Audits: Providers receiving funds under this Agreement, for A&D 82 Services, are subject to audits of all funds applicable to A&D 82 Services rendered. The purpose of these audits is to:
  - (a) Require proper disbursements were made for covered A&D 82 Services;
  - (b) Recover over-payments;
  - (c) Discover any potential or actual instances of fraud and abuse; and
  - (d) Verify that encounter data submissions are documented in the client file, as required and described in the “Special Reporting Requirements” above.

Providers may be subject to OAR 407-120-1505 “Provider and Contractor Audits, Appeals, and Post Payment Recovery,” and OAR 410-120-1510 “Fraud and Abuse,” as such rules may be revised from time to time.

14. Service Name: **PROBLEM GAMBLING, CLIENT FINDING/REFERRAL  
PATHWAYS OUTREACH SERVICES**

Service ID Code: **A&D 84**

a. **Service Description**

A&D 84 Services is defined as Specific Outreach with the primary purposes of getting problem gamblers and/or family members enrolled in Problem Gambling Outpatient Treatment Services (A&D 81 Services).

The specific A&D 84 Services that may be delivered with funds provided under this Agreement are as follows:

- (1) Outreach aimed at increasing the number of clients receiving outpatient treatment services;
- (2) Targets a specific vulnerable population;
- (3) Involves repeated contact and the development of a relationship with another professional provider; and
- (4) Increases the number of Individuals that are assessed and referred to County problem gambling treatment programs.

A&D 84 - Services may be delivered by problem gambling treatment or prevention professionals.

b. **Performance Requirements**

- (1) County shall designate a Problem Gambling, Client Finding/Referral Pathways Outreach specialist, who shall be responsible for:
  - (a) Development and implementation of Biennial Problem Gambling, Client Finding/Referral Pathway Outreach Strategic Plan.
  - (b) Overseeing and coordinating A&D 84 Services provided in the County; and
  - (c) Preparing the quarterly and annual reports as described in the "Special Reporting Requirements" section below.

c. **Special Reporting Requirements**

County shall prepare and electronically submit, to [amhcontract.administrator@dhsosha.state.or.us](mailto:amhcontract.administrator@dhsosha.state.or.us), written quarterly reports on the delivery of A&D 84 Services no later than 45 calendar days following the end of each subject quarter for which financial assistance is awarded through this Agreement. Reports must be prepared using forms and procedures prescribed by OHA. Forms are located at <http://www.oregon.gov/OHA/HSD/AMH/Pages/Reporting-Requirements.aspx>.

Each report shall provide the following information:

- (1) Description of results in achieving the goals and outcomes set forth in the Biennial Problem Gambling, Client Finding/Referral Pathways Outreach Strategic Plan.
- (2) Description of the activities, appraisal of activities, and expenses during the preceding quarter in providing A&D 84 Services.

County shall prepare and electronically submit, to [amhcontract.administrator@dhsosha.state.or.us](mailto:amhcontract.administrator@dhsosha.state.or.us), written annual report on the delivery of A&D 84 Services no later than 45 calendar days following the end of each subject year for which financial assistance is awarded through this Agreement. Reports must be prepared using forms and procedures prescribed by OHA. Forms are located at <http://www.oregon.gov/OHA/HSD/AMH/Pages/Reporting-Requirements.aspx>.

d. **Financial Assistance Calculation, Disbursement, and Confirmation of Performance and Reporting Requirements Procedures**

See Exhibit E, Payment, Settlement, and Confirmation Requirements.

Use Payment and Confirmation language.

In addition:

Providers of A&D 82 Services shall not charge Individuals whose Services are paid through this Agreement any co-pay or other fees for such Services.

15. Service Name: **SYSTEM MANAGEMENT AND COORDINATION**  
Service ID Code: **MHS 01**

**a. Service Description**

As identified in OAR 309-014-0010 the purpose of a Community Mental Health Program (CMHP) is to provide a system of appropriate, accessible, coordinated, effective, efficient safety net services to meet the mental health needs of the citizens of the community.

System Management and Coordination (MHS 01 Services) is the central management of a Mental Health Services system for which financial assistance is included in Exhibit C, "Financial Assistance Award," of this Agreement.

County shall establish and maintain a structure for meaningful system design and oversight that includes involvement by Individuals and families across all ages that have or are receiving Mental Health Services.

System design and oversight must include:

- (1) Planning;
- (2) Implementation;
- (3) Monitoring;
- (4) Documentation of Service delivery in compliance with state and federal requirements;
- (5) Contract and subcontract negotiation and monitoring;
- (6) Coordination with state hospital Services;
- (7) Evaluation of Services and supports; and
- (8) Involvement in activities that focus on:
  - (a) Resource allocation;
  - (b) Outcomes;
  - (c) Quality improvement; and
  - (d) Advisory councils.

**b. Performance Requirements**

County shall provide, but is not limited to, the following:

- (1) In providing MHS 01 Services, County must comply with OAR 309-014-0000 through 309-014-0040, as such rules may be revised from time to time.
- (2) Provide pre-commitment Services to include, but not limited to:
  - (a) A pre-commitment investigation of an Individual who has been placed on an emergency psychiatric hold or for whom two persons have petitioned the court for the Individual's commitment to OHA. The investigation may only be conducted by a Certified Mental Health Investigator (as established by OAR 309-033-0920) who has not provided to the Individual any crisis Services.



- (b) The development of a treatment plan to:
  - i. Divert an Individual from a commitment hearing; or
  - ii. If the Individual is committed, to provide for the initial post-hearing care, custody, and treatment of the Individual.
- (3) Assigning and placing a committed Individual in a treatment Service appropriate to the Individual's needs and monitoring the care, custody, and treatment of a committed Individual under County's jurisdiction whether the Individual is placed at an inpatient facility, on trial visit or outpatient commitment at an outpatient setting.
- (4) Ensuring that all legal procedures are performed as required by statute and administrative rule.
- (5) Investigate and report allegations of abuse regarding served Individuals and provide protective services to those Individuals to prevent further abuse. The investigation, reporting, and protective services must be completed in compliance with ORS 430.731 through 430.768 and OAR 407-045-0000 through 407-045-0955, as such statutes and rules may be revised from time to time.

c. **Special Reporting Requirements**

None.

d. **Financial Assistance Calculation, Disbursement, and Confirmation of Performance and Reporting Requirements Procedures**

See Exhibit D, Payment, Settlement, and Confirmation Requirements.

Use Payment and Confirmation language.

16. **Service Name:** **AID AND ASSIST CLIENT SERVICES**  
**Service ID Code:** **MHS 04**

**a. Service Description**

MHS 04 – Aid and Assist Client Services provides Restoration Services and periodic assessment of a defendant’s capacity to stand trial as required in ORS 161.370 while the defendant resides in the community. These Services are required to restore an Individual’s ability to aid and assist in their own defense, before the Individual can stand trial. Primary population for community Restoration Services are Individuals who are unable to aid and assist in their own defense due to a primary “mental disease or defect” (substance abuse, personality disorders, and pedophilia may be co-morbid to the primary condition, but cannot be the primary drivers of the inability to aid and assist, in keeping with ORS 161.370) AND not found by the Court to be dangerous to self or others.

**(1) Restoration Services include:**

- (a)** Providing the Individual with the education necessary to best facilitate the Individual’s return to capacity including, but not limited to:
  - i.** Skills training regarding court room procedures, roles, language and potential outcomes of the court process;
  - ii.** Incidental support (e.g. purchase of food, clothing, or transportation, etc.); and
  - iii.** Linkages to benefits and community resources such as Supplemental Nutrition Assistance Program (SNAP), housing/shelter, Medicaid enrollment, and cash assistance.
- (b)** Coordination and consultation to the jurisdictional court or other designated agencies within the criminal justice system and Oregon State Hospital (OSH) while the Individual is residing in the community and in the process of being returned to capacity. Services include, but are not limited to:
  - i.** Coordination of the periodic assessment of capacity to aid and assist with the appropriate court;
  - ii.** Collaboration and coordination with community corrections;
  - iii.** Consultation to the County Mental Health Court, if Mental Health Court is available in the service area;
  - iv.** Participation in Mental Health and Law Enforcement collaboration meetings; and
  - v.** Communication of court ordered requirements, limitations, and court dates.
- (c)** Assist the Individual in accessing community supports that will promote recovery and community integration, including, but not limited to:
  - i.** Case management;
  - ii.** Skills training;

- iii. Crisis services;
- iv. Individual or group therapy;
- v. Alcohol and drug addiction treatment; and
- vi. Psychiatric prescription management and medication education.

(d) Administrative activities related to the Restoration Services described above, including but not limited to:

- i. Reporting of the Individual’s compliance with the conditional release requirements through monthly reports to appropriate court; and
- ii. Providing interim quarterly reports for the purpose of communicating current status of Individuals to Oregon Health Authority/Health Systems Division (OHA/HSD) and the court of jurisdiction.

(2) The County shall allocate reasonable staffing within available funding to meet the needs of the community and provide the necessary Services as described in subsection a. above.

**b. Performance Requirements**

Providers of MHS 04 Services funded through this Agreement:

- (1) Shall comply with ORS 161.365, ORS 161.370, OAR 309-088-0105, OAR 309-080-0115, OAR 309-088-0125, and OAR 309-088-0135, as such statutes and rules may be revised from time to time; and
- (2) May reasonably use funds to improve outcomes and services for Individuals found unfit to proceed by improving systems and collaboration effecting this population.

**c. Reporting Requirements**

See Exhibit E, 10.

**d. Special Reporting Requirements**

County shall prepare and electronically submit, to [amhcontract.administrator@dhsoha.state.or.us](mailto:amhcontract.administrator@dhsoha.state.or.us), written quarterly reports on the delivery of MHS 04 Services, no later than 45 calendar days following the end of each subject quarter for which financial assistance is awarded through this Agreement. Reports must be prepared using forms and procedures prescribed by OHA. Forms are located at

<http://www.oregon.gov/OHA/HSD/AMH/Pages/Reporting-Requirements.aspx>.

Each quarterly report shall provide the following information per month for each subject quarter:

- (1) For Individuals who have a community consultation completed, provide the following information:
  - (a) Individuals’ name;
  - (b) Gender;
  - (c) Date of birth

- (d) Medicaid identification number (if applicable);
  - (e) Race;
  - (f) Ethnicity;
  - (g) Living Situation;
  - (h) Consultation referral date;
  - (i) Consultation face-to-face date;
  - (j) Date the findings report was provided to the court;
  - (k) Recommendation from the findings report provided to the court; and
  - (l) Court's determination on Individual's placement.
- (2) For Individuals who are engaged in community-based restoration services, provide the following information:
- (a) Individual's name;
  - (b) Gender;
  - (c) Date of birth
  - (d) Medicaid identification number (if applicable);
  - (e) Race;
  - (f) Ethnicity;
  - (g) Living situation;
  - (h) Beginning date of restoration services; and
  - (i) Description of services provided.

e. **Financial Assistance Calculation, Disbursement, and Confirmation of Performance and Reporting Requirement Procedures**

See Exhibit D, Payment, Settlement, and Confirmation Requirements.  
Use Payment and Confirmation language.

17. Service Name: **ASSERTIVE COMMUNITY TREATMENT SERVICES (ACT)**  
Service ID Code: **MHS 05**

a. **Service Description**

(1) **Definitions:**

- (a) **Assertive Community Treatment (ACT)** means an evidence-based practice designed to provide comprehensive treatment and support Services to Individuals with Serious and Persistent Mental Illness. ACT is intended to serve Individuals who have severe functional impairments and who have not responded to traditional psychiatric outpatient treatment. ACT Services are provided by a single multi-disciplinary team, which typically includes a psychiatrist, a nurse, and at least 2 case managers, and are designed to meet the Individual's needs and to help keep the Individual in the community and out of a structured service setting, such as residential or hospital care. ACT is characterized by:
- i. Low client to staff ratios;
  - ii. Providing Services in the community rather than in the office;
  - iii. Shared caseloads among team members;
  - iv. 24-hour staff availability;
  - v. Direct provision of all Services by the team (rather than referring Individuals to other agencies); and
  - vi. Time-unlimited Services.
- (b) **ACT-Eligible Individual** means an Individual who meets ACT Admission Criteria established in OAR 309-019-0245.
- (c) **Competitive Integrated Employment** means full-time or part time work, at minimum wage or higher, at a rate that is not less than the customary rate paid by the employer for the same or similar work performed by other employees who are not Individuals with disabilities, and who are similarly situated in similar occupations by the same employer and who have similar training, experience, and skill; with eligibility for the level of benefits provided to other employees; at a location where the employee interacts with other persons who are not Individuals with disabilities (not including supervisory personnel or individuals who are providing services to such employee) to the same extent that individuals who are not Individuals with disabilities and who are in comparable positions interact with other persons; and as appropriate, presents opportunities for advancement that are similar to those for other employees who are not individuals with disabilities and who have similar positions.
- (d) **Division Approved Reviewer** means the Oregon Center of Excellence for Assertive Community Treatment (OCEACT). OCEACT is OHA's contracted entity responsible for conducting

ACT fidelity reviews, training, and technical assistance to support new and existing ACT Programs statewide.

- (e) **Serious and Persistent Mental Illness (SPMI)** means the current Diagnostic and Statistical Manual, Fifth Edition (DSM V) of the American Psychiatric Association, incorporated by reference herein, diagnostic criteria for at least one of the following conditions, as a primary diagnosis for an Individual 18 years of age or older:
- i. Schizophrenia and other psychotic disorders;
  - ii. Major depressive disorder;
  - iii. Bipolar disorder;
  - iv. Anxiety disorders limited to Obsessive Compulsive Disorder (OCD) and Post Traumatic Stress Disorder (PTSD);
  - v. Schizotypal personality disorder; or
  - vi. Borderline personality disorder.

(2) **Services:**

- (a) ACT is an evidence-based practice for Individuals with SPMI. ACT is characterized by:
- i. A team approach;
  - ii. Community based;
  - iii. A small client-to-staff caseload, typically 10:1, to consistently provide necessary staffing diversity and coverage;
  - iv. Time-unlimited Services;
  - v. Flexible Service delivery;
  - vi. A fixed point of responsibility; and
  - vii. 24/7 crisis availability.
- (b) MHS 05 Services include, but are not limited to:
- i. Hospital discharge planning;
  - ii. Case management;
  - iii. Symptom management;
  - iv. Psychiatry services;
  - v. Nursing services;
  - vi. Co-occurring substance use and mental health disorders treatment services;
  - vii. Supported Employment (reference OAR 309-019-0275 through 309-019-0295);
  - viii. Life skills training; and
  - ix. Peer support services.

- (c) The ACT Program is intended to serve Individuals (18 year old or older) with SPMI and who meet ACT Program admission criteria as described in OAR 309-019-0245.
- (d) A Provider delivering MHS 05 Services with funds provided through this Agreement may not use MHS 05 Services funding to deliver covered Services to any Individual known to be enrolled in the Oregon Health Plan.
- (e) An ACT Program includes the following staff members:
  - i. Psychiatrist or Psychiatric Nurse Practitioner;
  - ii. Psychiatric Nurse(s);
  - iii. Qualified Mental Health Professional (QMHP) ACT Team Supervisor;
  - iv. Qualified Mental Health Professional(s) (QMHP) Mental Health Clinician;
  - v. Substance Abuse Treatment Specialist;
  - vi. Employment Specialist;
  - vii. Housing Specialist;
  - viii. Mental Health Case Manager; and
  - ix. Certified Peer Support Specialist.

**b. Performance Requirements**

County shall provide MHS 05 Services in a manner that meets minimum fidelity requirements and adheres to all standards in OAR 309-019-0225 through 309-019-0255.

If County lacks qualified Providers to deliver MHS 05 Services and supports, County shall implement a plan, in consultation with their respective CCO and OHA, to develop a qualified Provider network for Individuals to access MHS 05 Services.

The County shall work with their respective CCO to increase the number of eligible Individuals, with SPMI, served by ACT Team(s). If 10 or more Individuals in a County's region have been referred, are eligible and appropriate for MHS 05 Services, and are on a waiting list for more than 30 calendar days to receive MHS 05 Services, the County shall work with their appropriate CCO to take action to reduce the waitlist and serve those Individuals by:

- (1) Increasing team capacity to a size that is still consistent with fidelity standards; or
- (2) Adding additional ACT Team(s).

**c. Reporting Requirements**

See Exhibit E, 10.

d. **Special Reporting Requirements**

County shall prepare and electronically submit, to [amhcontract.administrator@state.or.us](mailto:amhcontract.administrator@state.or.us), written quarterly summary reports on the delivery of MHS 05 Services no later than 45 calendar days following the end of each subject quarter for which financial assistance is awarded through this Agreement. Reports must be prepared using forms and procedures prescribed by OHA. Forms are located at <http://www.oregon.gov/OHA/HSD/AMH/Pages/Reporting-Requirements.aspx>.

Each report shall provide the following information:

- (1) Individuals served;
- (2) Individuals who are homeless at any point during a quarter;
- (3) Individuals with safe stable housing for 6 months;
- (4) Individuals using emergency departments during each quarter for a mental health reason;
- (5) Individuals hospitalized in OSH or in an acute psychiatric facility during each quarter;
- (6) Individuals hospitalized in an acute care psychiatric facility during each quarter;
- (7) Individuals in jail at any point during each quarter;
- (8) Individuals receiving Supported Employment Services during each quarter;
- (9) Individuals who are employed in Competitive Integrated Employment; and
- (10) Individuals receiving MHS 05 Services who are not enrolled in Medicaid Referrals and Outcomes, including the following:
  - (a) Number of referrals received during each quarter;
  - (b) Number of Individuals accepted during each quarter;
  - (c) Number of Individuals admitted during each quarter; and
  - (d) Number of Individuals denied during each quarter and the reason for each denial.

e. **Financial Assistance Calculation, Disbursement, and Confirmation of Performance and Reporting Requirements Procedures**

See Exhibit D, Payment, Settlement, and Confirmation Requirements.

Use Payment and Confirmation language.



18. **Service Name:** **CRISIS AND ACUTE TRANSITION SERVICES (CATS)**

**Service ID Code:** **MHS 08**

**a. Service Description**

MHS 08 –Crisis and Acute Transition Services (CATS) are designed to provide a community-based alternative to Emergency Department “boarding” for children, youth, and young adults (Individuals) in need of acute psychiatric treatment, who are awaiting inpatient psychiatric hospitalization.

The program includes and requires brief crisis services, stabilization, and transition to community-based supports and services when Individuals from birth through 24 years of age present to emergency departments or crisis centers and are at risk of admission for psychiatric or behavioral crises. Programs must serve all Individuals presenting in the settings indicated above, including those with public, private, or no insurance.

**b. Performance Requirements**

- (1) **Eligible Population:** Individuals from birth through 24 years of age who have symptoms consistent with psychiatric or serious emotional disorders, and present at program partner Emergency Departments or community crisis centers (those that have a contractual agreement with the OHA Contract holder or County). This includes Individuals who are uninsured, underinsured, not eligible for Medicaid, or have exhausted Medicaid services, including those who meet the criteria for the Citizen Alien Waived Medical Program. Programs are expected to maximize this funding to enhance an existing continuum of crisis and acute care for Individuals and families through the provision of the elements listed below.
- (2) **Clinical, Social, and Residential Services Provided:**
  - (a) These Services are appropriate when the Individual is given a mental health and safety assessment, has reached an established level of acuity (through administration of a standardized acuity measure), and it is deemed safe, appropriate, and optimal to refer them to a CATS program.
  - (b) Clinical Services normally last up to 45 calendar days, or as long as is necessary to provide the Individual and their family with sufficient stabilization and support to establish strong connectivity with community-based supports.
  - (c) Initial contact from the clinical team will occur within 1-3 hours of the referral. Within 72 hours of the referral, both the family partner and the clinical team will meet with the Individual and family together. Contacts should be as frequent as is necessary for the goals of the project to occur, in person as much as possible, but no less than twice per week.
- (3) CATS programs are team-based. Each team provides an array of recovery-oriented agency or community-based services and supports, including, but not limited to:

- (a) Functioning as a collaborative unit, sharing duties, information and support for each Individual and family. This requires ongoing and frequent communication, supportive interagency processes, and intentional organization to support the provision of CATS as a model of coordinated care. The work is organized and agreed upon through a Memo of Understanding (MOU) between each program's partners, to be submitted to OHA within 45 calendar days of the execution of the contract. Hospitals must be partners in the service design and delivery;
- (b) Conducting assessment, that includes mental health assessment, safety assessment, acuity level and safety plan prior to discharge from crisis center or emergency department;
- (c) Alleviating the immediate crisis through connections to the family and Individual, and work with mental health team members;
- (d) Providing CATS Guidebook for Families, or the equivalent, describing to the Individual and family the anticipated experience in the CATS program, and providing Individuals and families with relevant and individualized psycho-social information. An equivalent resource means a guide or booklet (print or online) which includes all items listed in the Family Transition Inventory/Checklist, and which has been reviewed and approved by OHA and OHSU staff. OHA staff will contact Contractor via email to notify Contractor of approval;
- (e) Establishing with the family and Individual a transition plan designed to safely prevent readmission to the emergency department, and improved access and connectivity to community resources;
- (f) Conducting a closing meeting (in-person or via phone) must be completed with the family prior to transitioning care, and data must be collected at this meeting. If the team is unable to have a closing meeting with the family, documentation explaining the circumstances is required;
- (g) Participation in collaborative state-wide efforts to establish shared programmatic standards, expectations for results and services, and key reporting requirements; and
- (h) Specific services associated with the required elements must include, but are not limited to:
  - i. Suicide-Related Interventions: Safety assessment, Counseling On Lethal Means (CALM), and lethal means counseling where needed;
  - ii. Family and Young Adult Peer Support;
  - iii. Access to and coordination of immediate resources;
  - iv. Brief mental health therapy provided during CATS participation;

- v. Rapid access to psychiatric and counseling services;
- vi. Transition to existing health and community resources; and
- vii. Use of linguistically and culturally appropriate materials for the Individual and family, necessary for them to understand and to participate fully in the CATS program.

(4) Who Can Provide These Services:

- (a) Family and youth peer support specialists, care coordinators, licensed medical prescribers, Qualified Mental Health Professional (QMHP), mental health therapists, and skills trainers;
  - (b) Programs must provide dedicated CATS staff and family partners. Those individuals are presented to the Individual and family as a combined resource that is the cornerstone of the CATS model;
  - (c) Recommended supplemental training might include supplemental peer and clinical training in crisis response, use of the CATS Guidebook for Families, use of the Oregon Health Sciences University (OHSU) RedCap survey, and any others that would enhance work with families in crisis; and
  - (d) Staff working in the programs must have training in suicide prevention and intervention strategies, and Trauma Informed Care (TIO), and must be provided with ongoing maintenance of the skills and practice associated with these approaches.
- (5) Setting(s) for service delivery: Emergency departments, crisis centers, provider sites, homes, and community settings. Locations as preferred by the Individual and family, and family-inclusive safety planning.
- (6) County is required to monitor sub-contracted Services and provide initial copies of the sub-contract to OHA staff, and work with OHA staff to devise an ongoing monitoring process.

c. Reporting Requirements

See Exhibit E, 10.

d. Special Reporting Requirements

County or sites providing MHS 08 Services directly to Individuals shall submit data quarterly, as specified by OHA, directly to the Oregon Health & Science University (OHSU) RedCap Data System.

Programs are expected to meet data reporting requirements to input data within 14 calendar days of closure, unless otherwise arranged with the OHSU/OHA team. This includes timely collection and submission of outcome-based measures for each Individual in the program, including but not limited to, demographic and presenting referral information, KIDSCREEN-10, Crisis Assessment Tool, intervention details, and transition plan details.

- (1) Survey data that includes, but is not limited to, the following:
  - (a) Client demographics;
  - (b) Presenting diagnosis and issues;
  - (c) Diversions;
  - (d) Re-admissions;
  - (e) Response time;
  - (f) Connectivity with peer support;
  - (g) Initial contacts;
  - (h) Frequency of contact;
  - (i) Transitional service referrals; and
  - (j) Other information deemed beneficial to the development of the Service.
- (2) Programs are required to encourage and enable CATS program participants, both Individuals and family members, to participate in a follow-up study. Staff from OHSU Child and Adolescent Psychiatry Unit will follow-up with CATS participants at exit and at established post exit interviews. Data from follow-up interviews will be shared with program teams and agencies with the goal of improved services.
- (3) Programs will submit annual budget reports to OHA, detailing funds spent on specific services, staffing, administrative costs, and other costs associated with the program. In addition, programs will be asked to describe the other types of funding and insurance payments used to conduct program services.

e. **Financial Assistance Calculation, Disbursement, and Confirmation of Performance and Reporting Requirement Procedures**

See Exhibit D, Payment, Settlement, and Confirmation Requirements.  
Use Payment and Confirmation language.

19. **Service Name:** JAIL DIVERSION SERVICES  
**Service ID Code:** MHS 09

a. **For purposes of this Service Description, the following definitions apply:**

- (1) **Jail Diversion Services**, as defined by the Oregon Performance Plan, means community-based Services that are designed to keep Individuals with behavioral health issues out of the criminal justice system and, instead, supported by other community-based services, such as mental health services, substance abuse services, employment services, and housing. Jail Diversion Services are intended to minimize contact with law enforcement, avoid jail time, and/or reduce jail time. These Services are intended to result in the reduction of the number of Individuals with mental illness in the criminal justice system or the Oregon State Hospital.
- (2) **SPMI** means the current Diagnostic and Statistical Manual, Fifth Edition (DSM V) of the American Psychiatric Association, incorporated by reference herein, diagnostic criteria for at least one of the following conditions, as a primary diagnosis for an adult 18 years of age 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.

b. **Service Description**

MHS 09 Jail Diversion Services increase Mental Health’s interaction with Individuals with Serious and Persistent Mental Illness (SPMI) who are involved with justice or law enforcement solely due to a mental health reason and are charged with low-level crimes, resulting in the reduction or avoidance of arrests, jail admissions, lengths of stay in jail, and recidivism through the availability of alternative community-based services, programs, or treatments.

c. **Performance Requirements**

All Providers shall adopt the “**Sequential Intercept Model**” (SIM), and incorporated by reference herein, through the GAINS Center to more effectively deal with mentally ill Individuals who come into contact with law enforcement personnel. All Providers shall use the SIM to identify and intervene upon “points of interception” or opportunities for interventions to prevent Individuals with SPMI from entering or penetrating deeper into the criminal justice system.

County shall provide the following, subject to the not-to-exceed amount of this Agreement, pre-booking and post-booking MHS 09 Services:

- (1) Create partnerships or diversion agreements between law enforcement agencies, jails, both circuit and municipal courts, and local mental health providers;
- (2) Create opportunities for Individuals to access housing in addition to vocational and educational services;
- (3) Provide support services to prevent or curtail relapses and other crises;
- (4) Assist Individuals to negotiate and minimize continuing criminal sanctions as they make progress in recovery and meet criminal justice obligations; and
- (5) Promote peer support and the social inclusion of Individuals with or in recovery from mental and substance use disorders in the community.

**d. Reporting Requirements**

See Exhibit E, 10.

**e. Special Reporting Requirements**

County shall prepare and electronically submit through secure e-mail as described in the Security and Privacy Agreement, to [amhcontract.administrator@state.or.us](mailto:amhcontract.administrator@state.or.us), written quarterly reports on the delivery of MHS 09 Services no later than 45 calendar days from the end of each subject quarter for which financial assistance is awarded through this Agreement. Reports must be prepared using forms and procedures prescribed by OHA. Forms are located at <http://www.oregon.gov/OHA/HSD/AMH/Pages/Reporting-Requirements.aspx>.

Each quarterly report shall include, but is not limited to, the following:

- (1) For Individuals receiving MHS 09 Services, report the following:
  - (a) Individuals name;
  - (b) Gender;
  - (c) Date of birth;
  - (d) Medicaid identification number (if applicable);
  - (e) Race;
  - (f) Ethnicity;
  - (g) Whether the Individual has an SPMI diagnosis;
  - (h) Identify whether the Individual received pre or post booking Services;
  - (i) Number of times Individual was arrested during the reporting period;
  - (j) Charges Individual was arrested for during the reporting period; and
  - (k) Description of Service provided.

- (2) Report the number of incidences where charges were dismissed or dropped as a result of MHS 09 Services.
- (3) Report the number of crisis consultations provided by mental health staff in pre-booking diversions.
- (4) Provide a detailed description of any MHS 09 Service created prior to the current reporting period.
- (5) Provide information regarding any activities related to MHS 09 Services that involved law enforcement agencies, jails, circuit and municipal courts, community corrections, and local mental health providers.

f. **Financial Assistance Calculation, Disbursement, and Confirmation of Performance and Reporting Requirement Procedures**

See Exhibit D, Payment, Settlement, and Confirmation Requirements.

Use Payment and Confirmation language.

20. **Service Name:** **MENTAL HEALTH PROMOTION AND PREVENTION SERVICES**

**Service ID Code:** **MHS 10**

**a. Service Description**

MHS 10 Mental Health Promotion and Prevention Services are directed at changing common influences on the development of Individuals across their lifespan, reducing risk factors, and increasing protective factors, and is designed to target universal, selected, and indicated populations based on risk.

MHS 10 Services are interventions that aim to enhance an Individual's abilities to achieve developmentally appropriate tasks (competence), a positive sense of self-esteem, mastery, well-being, social inclusion, and strengthen their ability to cope with adversity.

Services shall be trauma informed and support the expansion of Mental Health Promotion and Prevention by strengthening the determinants of mental health and wellness, including the development of health communities, individual skill development, improved social emotional competence, and decreasing risk factors associated with negative mental health outcomes, such as adverse childhood experiences.

**b. Performance Requirements**

County shall prepare and submit to OHA for approval within 30 calendar days of the effective date of this Agreement, a written plan outlining how services as listed below will be provided using funds received through this Agreement.

**(1)** County shall:

**(a)** Strengthen the existing Mental Health Promotion and Prevention Services infrastructure, or build and develop new infrastructure.

**(b)** Support the Institute of Medicine Mental Health Promotion Classifications in the Continuum of Care Model.

- i.** Development and maintenance of healthy communities: Conduct interventions that may include, but are not limited to community safety promotion, violence reduction, bullying prevention, community connectively, and resource dissemination activities;
- ii.** Skill development: Interventions that include, but are not limited to programs based in schools, community centers, and other community-based settings that promote social and emotional competence through activities that emphasize social connection, problem solving and development of self-regulation; and
- iii.** Social emotional competence: Interventions may include, but are not limited to developing or sustaining community infrastructure, parenting education, stress reduction classes, communication skills classes, grief and other post distress supports, divorce and other losses, and community-based activities of which promote inclusion.



- (c) Promote activities that demonstrate a working relationship with a Coordinated Care Organization (CCO), and community-based organizations, such as:
  - i. A commitment to work with the community-based organization to increase efficiency and broaden coordination of initiatives within, and crossing between, the community and health care settings to improve prevention and mental health promotion activities;
  - ii. A commitment to work with the community-based organization to continue the development of sustainable systems to address primary prevention and mental health promotion activities in the community and health system settings;
  - iii. A commitment to responsibility with experience engaging and providing mental health promotion services to communities of color, and in other underserved populations in a culturally and linguistically-appropriate manner; or
  - iv. Propose and implement joint strategies to sustain project work beyond the funding period, including the ability to engage other community organizations or stakeholders who will benefit from a healthier overall population, such as other public or commercial insurance carriers.

**c. Special Reporting Requirements**

County shall prepare and electronically submit, to [amhcontract.administrator@state.or.us](mailto:amhcontract.administrator@state.or.us), written semi-annual (two times per year) detailed budget expenditure and service reports on the delivery of Mental Health Promotion and Prevention Services, no later than 45 calendar days following the end of each subject term for which financial assistance is awarded through this Agreement. Reports must be prepared using forms and procedures prescribed by OHA. Forms are located at <http://www.oregon.gov/OHA/HSD/AMH/Pages/Reporting-Requirements.aspx>.

Each report shall contain the following information:

- (1) An explanation of activities conducted during the reporting period, and how each activity is supported in the following interventions:
  - (a) Development and maintenance;
  - (b) Skill development; and
  - (c) Social emotional competence.
- (b) A description of how activities impacted Mental Health Promotion and Prevention Services.

**d. Financial Assistance Calculation, Disbursement, and Confirmation of Performance and Reporting Requirement Procedures**

See Exhibit D, Payment, Settlement, and Confirmation Requirements. Use Payment and Confirmation Requirements language.

21. **Service Name:** RENTAL ASSISTANCE PROGRAM SERVICES

**Service ID Code:** MHS 12

**a. Service Description**

MHS 12 Rental Assistance Program Services are intended to assist Individuals 18 years of age and older with Serious and Persistent Mental Illness (SPMI), as defined in OAR 309-036-0105 (13), and who meet one of the criteria listed below, in paying for rental housing to live as independently as possible in the community and to access the appropriate support services on a voluntary basis.

- (1) SPMI means the current Diagnostic and Statistical Manual, Fifth Edition (DSM V) of the American Psychiatric Association, incorporated by reference herein, diagnostic criteria for at least one of the following conditions, as a primary diagnosis for an adult 18 years of age 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
- (2) Criteria in paying for rental housing requires at least one of the following conditions:
  - (a) Transitioning from the Oregon State Hospital;
  - (b) Transitioning from a licensed residential setting;
  - (c) Without supported housing, are at risk of reentering a licensed residential or hospital setting. For purposes of this special project, supported housing is a combination of financial assistance and supportive services that allows an Individual to live as independently as possible in their own home;
  - (d) Homeless as defined in 42 U.S.C. § 11302; or
  - (e) At risk of being homeless.

**b. Performance Requirements**

- (1) MHS 12 Services includes financial assistance for a residential specialist position and a peer support specialist position. For purposes of this special project, the residential and peer support specialist positions shall be responsible for coordinating the program components such as application process, finding a rental unit, and payments to the landlord; and the support service components including, but not limited to, financial budgeting, applying for mainstream housing resources (like Section 8), community navigation, and maintaining healthy relationships, which supports Individuals in their ability to live as independently as possible in the community. These allotments shall not be used to pay any other staff

position, and these two MHS 12 funded positions will only perform work for this MHS 12 program.

- (2) MHS 12 Services financial assistance per Individual will be set by OHA and will not exceed the HUD Fair Market Rent (FMR). Financial assistance for rental assistance made on behalf of Individuals covers payment to landlords, property management companies, housing providers, property owners, or specific vendors for a portion of the monthly rent, or payment to specific vendors for resident utility expenses.
- (3) Move-in expense and barrier removal financial assistance will be based on the Individual's need and determined by the Program based on their program design as described in their application. Financial assistance for move-in and barrier removal costs may include cleaning and security deposits, pet deposits, outstanding utility bills, and other related costs as determined in the County's program design.
- (4) Rental housing units subject to this special project shall have an inspection, and pass the inspection prior to move-in, which shall be conducted by County or its contractor, based upon the criteria outlined in the OHA approved Housing Condition Checklist located at <http://www.oregon.gov/oha/HSD/AMH/Pages/Reporting-Requirements.aspx>.
- (5) County shall coordinate with Coordinated Care Organizations (CCO) and Community Mental Health Programs (CMHP) to develop a plan to bill for Medicaid eligible services.
- (6) Administrative costs shall not exceed 15% of total operating budget. Eligible administrative costs include:
  - (a) Financial assistance for MHS 12 Services data collection and documentation of Service delivery in compliance with state and federal requirements; and
  - (b) Financial assistance for housing inspection services, accounting services, computer upgrades, supervision of program staff, expenses associated with program staff, office space, and other appropriate office expenses.
- (7) Utilization requirements for MHS 12 Services Providers will be identified in a special condition in a particular line of Exhibit C, "Financial Assistance Award."
- (8) County Compliance: No more than 25% of units in a building or complex of buildings is encouraged for Individuals with SPMI referred by the state, its contractors, or its subcontractors. County or subcontractor shall make good faith, reasonable best efforts to facilitate the use of those units by persons with SPMI. The remaining housing is available to all tenants, in conformance with Fair Housing and other related laws.
- (9) Compliance with criteria in the County's application, award letter, and this Agreement is equally binding.
- (10) County may only contract with subcontractors, subject to prior review and approval by OHA.

**c. Special Reporting Requirements**

- (1) County shall prepare and electronically submit, to [amhcontract.administrator@state.or.us](mailto:amhcontract.administrator@state.or.us), written quarterly reports on the delivery of MHS 12 Services no later than 45 calendar days following the end of each subject quarter for which financial assistance is awarded through this Agreement. Reports must be prepared using forms and procedures prescribed by OHA. Forms are located at <http://www.oregon.gov/OHA/HSD/AMH/Pages/Reporting-Requirements.aspx>.
- (2) For financial use, each report shall provide the following information for the subject quarter totals:
  - (a) Amount expended for move-in and barrier removal services;
  - (b) Amount expended for housing rental;
  - (c) Amount expended for staff positions and administration; and
  - (d) The number of housing slots rent was paid for MHS 12 Individuals.

**d. Financial Assistance Calculation, Disbursement, and Agreement Settlement Procedures**

See Exhibit D, Payment, Settlement, and Confirmation Requirements.

Use Payment and Settlement language. In addition:

- (1) Amounts due for Services based on the cash assistance paid on behalf of the program providers for rental assistance, barrier removal, move-in expenses, program staff funds expended, and administration of this special project as properly reported in accordance with the “Special Reporting Requirements” section above and subject to the utilization requirements in a special condition on that line of the Financial Assistance Award, is subject to the terms and limitations in this MHS 12 Service Description.
- (2) For Services to non-Medicaid-eligible Individuals, County shall submit a combined quarterly invoice, itemized as follows:
  - (a) Number of housing slots filled per month.
  - (b) For quarters 1 and 2, County shall request the total amount for all MHS 12 slots as specified in that line of the Financial Assistance Award;
  - (c) For quarter 3 through 8, County shall request the total MHS 122 amount paid based on the Fair Market Rate (FMR) specified in that line of the Financial Assistance Award, times the total number of units of rent paid on behalf of MHS 12 Individuals during the subject quarter.
- (3) The Part C financial assistance will be disbursed as follows:

Unless a different disbursement method is specified in that line of Exhibit C, “Financial Assistance Award,” OHA will disburse the Part C funds for MHS 12 Services provided under a particular line of the Financial Assistance Award containing a “C” in column “Part ABC” to County per receipt and approval of a quarterly written invoice with required

attachments, as specified below, in the allotment during the period specified in that line of the Financial Assistance Award. Invoice and required attachments are due no later than 45 calendar days following the end of the subject quarter and must be submitted to [amhcontract.administrator@state.or.us](mailto:amhcontract.administrator@state.or.us) with the subject line “Invoice, contract #(your contract number), contractor name.” Financial assistance provided by OHA are subject to the limitations described in this MHS 12 Service Description.

For Services to non-Medicaid-eligible Individuals, County shall submit a combined quarterly invoice, itemized as follows:

- (a) Number of housing slots filled per month;
- (b) For quarters 1 and 2, County shall request the total amount for all MHS 12 slots as specified in that line of the Financial Assistance Award.
- (c) For quarter 3 through 8, County shall request the total MHS 12 amount paid based on the Fair Market Rate (FMR) specified in that line of the Financial Assistance Award, times the total number of units of rent paid on behalf of MHS 12 Individuals during the subject quarter.

22. **Service Name:** **SCHOOL BASED MENTAL HEALTH SERVICES**

Service ID Code: **MHS 13**

**a. Service Description**

County shall provide MHS 13 School-Based Mental Health Services to identified K-12 schools, that are not affiliated with a School-Based Health Center providing mental health services. County shall confirm that an appropriately qualified school based mental health service provider is available at identified schools. Counties shall provide appropriate levels of clinical supervision as set forth in OAR 309-019-0130 for school based mental health service providers. School Based Mental Health Services providers includes a state licensed or state Qualified Mental Health Professional (QMHP), licensed under state law to provide mental health services to children and adolescents.

School based mental health services are essential components of comprehensive learning supports. Access to school-based mental health services is linked to students' improved physical and psychological safety and reduces costly negative outcomes such as risky behaviors, disciplinary incidents, delinquency, dropout, substance abuse, and involvement with the criminal justice system. The provision of school based mental health services at the school, during the school day, will reduce the likelihood that students will need to miss school, drop out of school or have other undesirable outcomes that result in a missed opportunity to remain in school, retain satisfactory academic progress, and have quality of life.

**b. Performance Requirements**

- (1) The primary role of MHS 13 Services providers is to provide school-based direct clinical services, care coordination when indicated, and support, or provide training to school personnel as follows:
  - (a) Provide school-based clinical services for rapid and easily accessible mental health treatment, and facilitate services needed for outpatient mental health and substance use treatment. Crisis services shall be prioritized.
  - (b) Provide trauma informed and coordinated care to improve school safety, provide crisis intervention, and mental health services to Individuals referred or self-referred, due to behavioral and emotional challenges, symptoms of mental illness, truancy, or behavioral issues in the classroom.
  - (c) Provider shall meet with the Individual and/or family, as clinically indicated, to complete a behavioral health risk assessment and facilitate access to appropriate mental health services, medical services, and other needed resources in the community.
  - (d) Collaboration with families whenever possible promotes treatment integrity and success at home and in school. When clinically indicated, collaboration with the family including family therapy, if warranted, shall occur.
  - (e) Assist with the development of programs such as Wellness, peer support programs, family support programs, Mental Health First Aid

training, and implementation of social emotional learning in the classroom. Provide consultation to school personnel on topics related to behavioral health issues that support students, through information learning opportunities. Promote discussions on topics such as conflict resolution, anxiety, depression, managing suicidal feeling, self-regulation, healthy relationships, and other topics.

- (2) Through collaboration with the school, assist and create activities to improve climate and safety for children. Assist schools with data on bullying and harassment needed for state report cards. Create mechanisms for individuals to report plans by other children, adolescents, or adults to commit violence, and report incidents of any violence, so timely intervention may occur, and promote school safety for all students.
- (3) MHS 13 Services providers shall be trained in suicide prevention, intervention and postvention. Documentation of training in Lethal Means and Safety Planning for each provider shall be submitted to OHA. MH 13 Services providers are obligated to report any known suicides in the school to their supervisor. Supervisors shall notify county staff who will report to the OHA Suicide Prevention and Intervention coordinator in accordance with OAR 309-027-0060.
- (4) If County lacks qualified Providers to deliver MHS 13 Services, County shall notify OHA in writing prior to, or as soon as services become unavailable, and implement a plan for the provision of Services in consultation with OHA.
- (5) If County would like to provide Services to other schools in addition to the identified high-risk schools, County shall notify OHA in writing. Elementary schools shall be prioritized in this process.
- (6) If schools identified as having Individuals with a high unmet mental health need decline Services, OHA reserves the right to reduce funding based on inability of the County to deliver MHS 13 Services to identified schools.
- (7) MHS 13 provides funding for mental health clinicians to be located in the school for the purpose of mental health outreach, engagement, and consultation with school personnel. Medicaid billable Services must be billed to Medicaid. Funding may also be used to serve Individuals experiencing acute psychiatric distress and who are not Medicaid eligible and who have no other resources to pay for the Services.

c. **Reporting Requirements**

See Exhibit E, 10.

d. **Special Reporting Requirements**

County shall prepare and electronically submit, to [amhcontract.administrator@state.or.us](mailto:amhcontract.administrator@state.or.us), written quarterly reports on the delivery of MHS 13 Services, no later than 45 calendar days following the end of each subject quarter for which financial assistance is awarded through this Agreement. Reports must be prepared using forms and procedures prescribed by OHA. Forms are located at <http://www.oregon.gov/OHA/HSD/AMH/Pages/Reporting-Requirements.aspx>.

Each report shall provide the following information:

- (1) The names and National Provider Index numbers of each Provider designated to provide the MHS 13 Services, or of the supervisor if the therapist does not have an NPI number;
- (2) A summary of the number of Individuals served, their Oregon Health Plan ID number, the full name of the school the student attends, the name of the therapist serving the Individual, and the number of times during that quarter the Individual and therapist met;
- (3) A summary of accomplishments with specific examples, and barriers to the implementation of MHS 13 Services shall also be provided in the report. Counties shall include in their quarterly report how the existing program addresses adverse childhood experiences, the critical mental and behavioral health challenges facing youth, and how this work promotes school and student safety;
- (4) Measure outcomes of therapy using an outcome-based tool. Make this information available to the OHA contract administrator is requested.
- (5) Service providers must report evidence of use of a universal research informed suicide assessment tool.

e. **Financial Assistance Calculation, Disbursement, and Confirmation of Performance and Reporting Requirement Procedures**

See Exhibit D, Payment, Settlement, and Confirmation Requirements.

Use Payment and Confirmation language.



23. **Service Name:** YOUNG ADULT HUB PROGRAMS (YAHP)

Service ID Code: MHS 15

a. **Service Description**

MHS 15 Services are designed to reach out to, engage, and support extremely distressed and marginalized young adults (Individuals) 14 through 24 years of age with Mental Health conditions, particularly those that are disconnected from services or who have no other resources to pay for services.

- (1) The program includes and requires outreach and engagement, brief crisis services, connection of the Individual with community-based supports and services, peer support, clinical and other health related services;
- (2) Programs must serve all Individuals referred to the service, including those with public, private or no insurance; and
- (3) Programs must deliver services in a manner supported by the principles of systems of care, trauma informed care, and positive youth development.

b. **Performance Requirements**

(1) **Eligible Population:**

These Services are considered appropriate when the Individual is not connecting with desired behavioral health and other supports through other, more traditional or generally available means, and needs supplemental or alternative engagement supports. This may include, but are not limited to Individuals 14 through 24 years of age who have been:

- (a) Served in Psychiatric Residential Treatment Services, Secure Adolescent Inpatient Programs;
- (b) Chronically involved in state systems of Mental Health care and who are in need of intensive community supports;
- (c) Impacted by a Mental Health diagnosis and/or extreme social distress so that their ability to be successful in age appropriate activities is impaired or has led to interface with the criminal justice system; or
- (d) Disconnected from resources to such an extent that they are unlikely to access Medicaid and privately insured services through an outpatient program.

(2) **Provide Clinical, Social, and Residential Services:**

These services have no time limit. It is expected that they will be used to help the Individual connect to ongoing, longer-term supports, meet their needs and goals, and support them in moving toward a positive life trajectory. It is preferable that the peer support specialist and the clinical staff meet with the Individual together during the initial contact or soon thereafter. Contacts should be as frequent as is necessary for the goals of the project to occur, but no less than twice a week. Provider shall assist the Individual in accessing and maintaining resources that fit his or her goals. Such resources may include supported employment, housing, educational support, primary care, psychiatric services, addictions services, navigation

of outside supports and services, family mentoring and mediation, and family finding through the use of a family finding service, among others. Setting(s) for service delivery include, but are not limited to emergency departments, crisis centers, provider sites, homes, and community settings. Locations shall be as preferred by the Individual. Using technology and texting as a preferred method of communication with young people is expected and required. Community-based services and supports include, but are not limited to:

- (a) Outreach and engagement of very high need, high risk Individuals: lesbian, gay, bisexual or transgender (LGBT) youth, young adults with high suicide risk, and other extremely marginalized young people;
  - (b) Recovery oriented, young adult centered planning;
  - (c) Creation of social support systems;
  - (d) Rapid access to psychiatric and counseling services;
  - (e) Coaching on rights regarding access to employment, school, housing, and additional resources;
  - (f) Access to local teams, including licensed medical professionals (psychiatrists or psychiatric nurse practitioners), clinical case managers, supported employment specialists, and occupational therapists;
  - (g) Peer support provided by young adult peers, participatory decision-making;
  - (h) Meaningful Individual's engagement in program, community, and leadership activities; and
  - (i) Skill development.
- (3) **Who Can Provide These Services?**

Recommended staff, staff expertise, and training:

- (a) Providers can be youth or young adult peer support specialists, care coordinators, licensed medical prescribers, Qualified Mental Health Programs (QMHP), mental health therapists, and skills trainers.
- (b) Recommended supplemental trainings includes supplemental peer and clinical training, training in suicide prevention and intervention strategies, and trauma informed care, and be provided with ongoing maintenance of the skills and practice associated with these approaches.
- (c) Familiarity and use of system of care principles, trauma informed care, and the TIP Model located at <http://www.tipstars.org/>, or any other young adults in transition evidence-based or promising practices.

c. **Reporting Requirements**

See Exhibit, 10.

d. **Special Reporting Requirements**

County shall prepare and electronically submit, to amhcontract.administrator@state.or.us, written quarterly reports no later than 45 calendar days following the end of each subject quarter for which financial assistance is awarded through this Agreement. Reports must be prepared using forms and procedures prescribed by OHA. Forms are located at <http://www.oregon.gov/OHA/HSD/AMH/Pages/Reporting-Requirements.aspx>.

County shall:

- (1) Meet data reporting requirements and deadlines, unless otherwise arranged with OHA;
- (2) Administer the Adult Hope Scale located at <https://ppc.sas.upenn.edu/sites/ppc.sas.upenn.edu/files/hopescale.pdf> as an outcome measurement tool, or provide an alternative measure of a consistent nature to be approved by OHA.

e. **Financial Assistance Calculation, Disbursement, and Confirmation of Performance and Reporting Requirement Procedures**

See Exhibit D, Payment, Settlement, and Confirmation Requirements.

Use Payment and Confirmation language.

24. Service Name: **PEER DELIVERED SERVICES (PDS)**  
Service ID Code: **MHS 16**

**a. Service Description**

Peer Delivered Services (MHS 16) will assist the establishment or expansion of Peer Delivered Services (PDS) in a specified geographic area for the period of this Agreement. PDS means an array of County or community-based services and supports provided by peers, Peer Wellness Specialists (PWS), and Peer Support Specialists (PSS), including Family Support Specialists and Youth Support Specialists, to Individuals or family members with similar lived experience and that are designed to support the needs of Individuals and families as applicable.

Peer Support Specialists are experientially credentialed individuals who have successfully engaged in their own or their child's recovery and demonstrate the core competencies for Peer Support Specialists as defined by OHA's administrative rules, Traditional Health Worker Commission, and the Office of Equity and Inclusion, ORS 414.635 through 414.665, OAR 410-180, and OAR 309-019-0130. PSS and PWS shall deliver PDS, under the supervision of a qualified Clinical Supervisor, and are listed on the Traditional Worker Registry to provide services for that identified consumer population, as found at <https://traditionalhealthworkerregistry.oregon.gov>.

**b. Performance Requirements**

County shall use the funds awarded through this Agreement for MHS 16 to implement PDS in a manner that:

- (1) Benefits Individuals with mental health conditions;
- (2) Increases the number of Individuals certified to provide PDS;
- (3) Requires that PDS work assignments are relevant to individuals Traditional Health Worker's certification;
- (4) Program staff providing direct services shall receive clinical supervision by a qualified clinical supervisor related to the development, implementation, and outcome of services;
- (5) Supervision shall be provided to assist program staff to increase their skills within their scope of practice, improve quality of services to Individuals, and supervise program staff and volunteers' compliance with program policies and procedures; and
- (6) For persons providing direct PDS, one of the two hours of required supervision shall be provided by a qualified Peer Delivered Services Supervisor as resources are made available.

c. **Special Reporting Requirements**

County shall prepare and electronically submit, to [amhcontract.administrator@state.or.us](mailto:amhcontract.administrator@state.or.us), written quarterly reports no later than 45 calendar days following the end of each subject quarter during the period for which financial assistance is awarded through this Agreement. Reports must be prepared using forms and procedures prescribed by OHA. Forms are located at <http://www.oregon.gov/OHA/HSD/AMH/Pages/Reporting-Requirements.aspx>. and include the following information:

- (1) Amount of funds spent as of the end of the reporting period;
- (2) Description of PDS implementation progress, technical assistance needs, and any relevant implementation challenges;
- (3) Number of Individuals with mental health conditions who were trained as PSS or PWS during the reporting period;
- (4) Number of Individuals with mental health conditions who received PDS during the reporting period; and
- (5) Outcome measures to include:
  - (a) Shortened psychiatric and addiction related hospital stays or reduced admissions to the emergency department due to psychiatric crisis;
  - (b) Improved ability to work towards recovery or establish a recovery plan;
  - (c) Reduced crisis events;
  - (d) Improved quality of life as identified by the Individuals receiving Services;
  - (e) Increased ability to advocate for themselves or, in the case of youth, increased ability for youth and their families to advocate for themselves and their family;
  - (f) Increase in a social support system;
  - (g) Work and education status maintenance or improvement for adults;
  - (h) School attendance and academic improvement for youth; and
  - (i) Number of out-of-home placements in the past 90 calendar days.

d. **Financial Assistance Calculation, Disbursement, and Confirmation of Performance and Reporting Requirements Procedures**

See Exhibit D, Payment, Settlement, and Confirmation Requirements.

Use Payment and Confirmation language.

25. Service Name: **NON-RESIDENTIAL MENTAL HEALTH SERVICES FOR CHILD, YOUTH, AND ADULTS**

Service ID Code: **MHS 20**

a. **Service Description**

(1) Definitions:

**DSM 5** means The Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition (DSM-5), incorporated by reference herein, and is the 2013 update to the American Psychiatric Association's (APA) classification and diagnostic tool. The DSM serves as a universal authority for psychiatric diagnosis.

**Intensive Outpatient Services** means a specialized set of comprehensive in-home and community-based supports and mental health treatment services for children that are delivered in the most integrated setting in the community.

**Intensive Treatment Services (ITS)** means the range of services in the system of care comprised of Psychiatric Residential Treatment Facilities (PRTF) and Psychiatric Day Treatment Services (PDTs), or other services as determined by OHA, that provide active psychiatric treatment for children with severe emotional disorders and their families as defined in OAR 309-022-0105.

**Child and Youth Needs and Strengths tool** means a multi-purpose tool developed for children's services to support decision making, including level of care and service planning, facilitate quality improvement initiatives, and to allow for the monitoring of outcomes of services.  
<http://praedfoundation.org/tools/the-child-and-adolescent-needs-and-strengths-cans/>

(2) Child and Youth Mental Health Services are:

- (a) Mental health services delivered to Individuals through age 17 (or through age 20 if Medicaid-eligible) who have primary mental, emotional, or behavioral health conditions diagnosed according to the DSM 5 criteria;
- (b) Screening and assessment to identify appropriate mental health services for these Individuals;
- (c) Referral and care coordination services with respect to mental health services delivered to these Individuals;
- (d) Prioritized for Individuals who are at immediate risk of psychiatric hospitalization or removal from the home due to a mental, emotional, or behavioral health disorder or pose a danger to the health and safety of themselves or others; and
- (e) Services that may be delivered, as appropriate, in a clinic, home, school, or other settings familiar and comfortable for the Individual receiving such services.

- (3)** MHS 20 Services are:
- (a)** Services delivered to Individuals diagnosed with serious mental illness or other mental or emotional disturbance posing a danger to the health and safety of themselves or others.
  - (b)** Community based services that shall include one or more of the following:
    - i.** Use of standardized protocols and tools to identify the level of service need and intensity of care and coordination, addressing salient characteristics such as age, culture, and language;
    - ii.** Apply OHA approved, standardized level of care tools for Individuals diagnosed with serious and persistent mental illness at intervals prescribed by OHA;
    - iii.** Condition management and whole person approach to single or multiple conditions based on goals and needs identified by the Individual;
    - iv.** General outpatient services including, but not limited to, care coordination and case management;
    - v.** Medication and medication monitoring;
    - vi.** Meaningful Individual and family involvement;
    - vii.** Rehabilitation services including Individual, family and group counseling;
    - viii.** Coordinate and facilitate access to appropriate housing services and community supports in the Individual's community of choice, including rent subsidy; and
    - ix.** Other services and supports as needed for Individuals at the sole discretion of OHA.
  - (c)** Services County shall provide, but is not limited to:
    - i.** Outreach: Partner with healthcare providers and other social service partners who provide screening for the presence of behavioral health conditions to facilitate access to appropriate services;
    - ii.** Early Identification and Screening: Conduct periodic and systematic methods that identify Individuals with behavioral health conditions and potential physical health consequences of behavioral health conditions which consider epidemiological and community factors, as identified in the most recently submitted and approved Local Plan; and

iii. Initiation and Engagement: Promote initiation and engagement of Individuals receiving services and supports, which may include but are not limited to:

A. Brief motivational counseling; and

B. Supportive services to facilitate participation in ongoing treatment.

b. **Performance Requirements**

Child and Youth Services:

(a) County shall comply with applicable law including, but not limited to, OAR 309-032-0301 through 309-032-0890, as such rules may be revised from time to time, and maintain a Certificate of Approval in accordance with OAR 309-039-0520 through 309-039-0540, as such rules may be revised from time to time.

(b) County is responsible for the identification of children and adolescents who would benefit from an array of intensive services determined by the child and family team by utilizing the Child and Youth Needs and Strengths tool to assess Child and Youth needs and strengths in consideration of the following risk factors?

i. Exceeding usual and customary services in a standard outpatient setting;

ii. Multiple agency involvement;

iii. Significant risk of out-of-home placement;

iv. History of one or more out-of-home placements;

v. Frequent or imminent admission to acute inpatient psychiatric hospitalization or other intensive treatment services;

vi. Significant caregiver stress;

vii. School or child care disruption due to mental health symptomology;

viii. Elevating or significant risk of harm to self or others; and

A. History of abuse or neglect;

B. Conditions interfering with parenting such as poverty, substance abuse, mental health needs, and domestic violence;

C. Significant relationship disturbance between parent(s); and

D. Child showing significant risk factors for more serious emotional/behavioral challenges (e.g. problems with social relatedness, significant difficulty with affective/behavioral ser-regulation, multiple developmental delays).

(c) Providers shall be certified to provide Intensive Outpatient Services or must refer child or youth who meet criteria for Intensive Outpatient Services to a provider certified as an Intensive Outpatient Services provider under OAR 309-019-0100 through 309-019-0255.

(d) County shall provide or have provided care coordination and, based on family's identified needs, supportive services such as skills training, crisis planning, respite care, and in-home support to families of children who meet criteria for Intensive Outpatient Services.



- (e) County shall use community-based and family and child or youth driven decision-making processes in developing the Service Plan as defined in OAR 309-019-0140.

Planning shall include referral to appropriate types of care. When County refers a child or youth to Psychiatric Day Treatment Services (PDTS) as defined in OAR 309-022-0150(70) or Psychiatric Residential Treatment Services (PRTS) as defined in OAR 309-022-0105(71), the County shall submit a written approval for admission to the appropriate PDTS or PRTS provider, as well as the following:

- i. Name and contact information of the care coordinator;
- ii. List of child and family team members;
- iii. The current mental health assessment within the last 60 calendar days;
- iv. Service Plan;
- v. Other clinical documentation or collateral information.
- vi. When County refers a child or youth to OHA for long-term psychiatric care at secure inpatient programs, Secure Children's Inpatient Program (SCIP) or Secure Adolescent Inpatient Program (SAIP) designated by OHA, the following materials shall be forwarded to the OHA designee:
  - A. All referrals shall include written Psychiatric recommendation for SCIP or SAIP admission;
  - B. Documentation of the identified mental health provider;
  - C. Clinical documentation;
  - D. Care coordinator, child or youth, and family team members; and
  - E. The Service Plan.

When an Individual has insurance coverage through a third-party resource (TPR), the case manager or a designee from the insurance provider shall be notified and encouraged to attend treatment meetings.

- vii. Services shall include care coordination for children and youth referred to PDTS, PRTS, subacute, acute hospitalization, and long-term psychiatric care. Care coordination includes creating linkages to these programs for the purpose of service coordination planning, attending treatment review meetings, and ongoing participation in treatment during the episode of care at the specific PDTS, PRTS, subacute, acute hospital, or long-term psychiatric care program and after care planning.
- viii. County shall provide care coordination and other medically appropriate services and make referrals to the appropriate treatment services for children and youth who do not meet criteria for Intensive Outpatient Services or Intensive Treatment Services.

Adult Services:

- (a) Provide coordination of care services for Individuals living in residential treatment programs. The coordination of care shall include participation in the residential Provider's treatment planning process and in planning for the Individual's transition to outpatient services;
- (b) Comply with Outpatient Services, as described in OAR 309-019-0100 through 309-019-0220, and Community Treatment and Supports, as described in OAR 309-032-0301 through 309-032-0890, as such rules may be revised from time to time; and
- (c) Maintain a Certificate of Approval for the delivery of clinical services in accordance with OAR 309-008-0100 through OAR 309-008-1600, as such rules may be revised from time to time.

c. **Reporting Requirements**

See Exhibit E, 10.

(4) **Special Reporting Requirements**

- (a) The Child and Youth Needs and Strengths (CANS) reporting and analytics system will be used as a tool to identify youth and caregiver needs and strengths, inform service planning, assess success of interventions, and monitor outcomes. County shall report using the CANS system for date and outcomes in a manner prescribed by OHA.
- (b) County shall provide a written report to <http://www.oregon.gov/OHA/HSD/AMH/Pages/Reporting-Requirements.aspx>, within 30 calendar days following the end of the contract period, that shows the total funding spent during the life of the Agreement for both Child and Youth, and for Adults. County shall provide additional follow-up report(s) upon OHA's reasonable request.

(5) **Financial Assistance Calculation, Disbursement, and Confirmation of Performance and Reporting Requirements Procedures**

See Exhibit D, Payment, Settlement, and Confirmation.

Use Payment and Confirmation language. In addition,

County understands and agrees that funding under Part A or Part C may be reduced by Agreement amendment to the extent County's billings under MMIS for Part B funding exceed the allocated total aggregated budget as set for in Exhibit C, "Financial Assistance Award."

26. **Service Name:** **ACUTE AND INTERMEDIATE PSYCHIATRIC INPATIENT SERVICES**

Service ID Code: **MHS 24**

**a. Service Description**

- (1) Acute Psychiatric Inpatient Services are inpatient psychiatric Services delivered to Individuals who are uninsured, underinsured, not eligible for Medicaid, or have exhausted Medicaid services, including those who meet the criteria for the Citizen Alien Waived Medical Program; and are suffering from an acute mental illness or other mental or emotional disturbance posing a danger to the health and safety of the Individual or others. The Services are primarily delivered on an inpatient basis and are intended to stabilize, control, or ameliorate acute psychiatric dysfunctional symptoms or behaviors in order to return the Individual to a less restrictive environment at the earliest possible time.

Acute Psychiatric Inpatient Services also include ancillary Services such as regional coordination and enhancements to Community Mental Health Program (CMHP) services that serve to expedite the movement of Individuals into and out of facilities where inpatient psychiatric Services are delivered and to divert Individuals from acute care services.

- (2) Intermediate Psychiatric Inpatient Services in this Service Description provide Long-Term Psychiatric Care (LTPC) Services to Individuals in an LTPC acute care hospital who are on a waitlist for admittance to the Oregon State Hospital (OSH). These are Mental Health Services within the scope of ORS 430.630 and OAR 309-091-0000 through 309-091-0050 delivered on a demonstration or emergency basis for a specified period of time.

For LTPC, Coordinated Care Organization (CCO) enrolled means the Individual is enrolled in one of the following CCO designations:

- (a) CCOA – Mental Health, Physical Managed Care, and Dental services.
- (b) CCOB – Mental Health and Physical Managed Care services.
- (c) CCOE – Mental Health services.
- (d) CCOG – Mental Health and Dental services.

**b. Performance Requirements**

- (1) Acute Psychiatric Inpatient Services shall be delivered in accordance with ORS 430.630 (3) and (4), and ORS 426.241 (5).
- (a) Services may only be delivered to the following Individuals:
    - i. An Individual in need of emergency hold services under ORS 426.232 and ORS 426.233;
    - ii. An Individual committed to OHA under ORS 426.130; or



- (2) Intermediate Psychiatric Inpatient Services shall be delivered in accordance with the requirements specified below:
- (a) Services shall be delivered to the following Individuals:
    - i. Individuals who have been determined appropriate for LTPC Services by a representative of OHA but who remain in an intermediate psychiatric care setting pending transfer to intensive psychiatric rehabilitation or other tertiary treatment in an OSH or Extended Care Program;
    - ii. Individuals who have been determined to be eligible for Services under the Oregon Health Plan (OHP) and are enrolled with a CCO under contract with OHA; and
    - iii. Individuals who have been determined to be eligible for Services and are entered into the OP/RCS or its successor.
    - iv. Individuals who have been determined eligible for Services under the OHP but are not enrolled with a CCO on the day of admit for Intermediate Psychiatric Inpatient Services are to be billed through the OHA Medicaid Management Information System on a Fee for Service basis.
  - (b) Services include, but are not limited to:
    - i. Intermediate Psychiatric Inpatient Services that provide intensive psychiatric symptom stabilization; and
    - ii. Rehabilitative interventions include, but are not limited to therapy, medications, skills training, and mental health assessments or consultations.
  - (c) Notwithstanding the requirements above, OHA will provide financial assistance to County for the cost of Services, from the date of the LTPC determination until the date of discharge to LTPC, for Individuals enrolled with a CCO on the date of the LTPC determination and for Individuals who are dis-enrolled from the CCO prior to transfer to LTPC.
  - (d) Requests for LTPC for Individuals who are hospitalized and who require additional psychiatric inpatient care beyond the acute psychiatric care Service for which the CCO is responsible, must be reviewed by OHA.
  - (e) Appropriate candidates for LTPC are Individuals who meet the specific criteria as determined by OHA for either intensive psychiatric rehabilitation or other tertiary treatment in a State Hospital or extended and specialized medication adjustment in a secure or otherwise highly supervised environment.

- (f) When an Individual is ultimately determined to be an appropriate candidate for LTPC, the effective date of determination shall be:
  - i. The date OHA receives from the CCO a complete LTPC referral packet. A complete referral packet must include:
    - A. A “Request of Long Term Psychiatric Care Determination” form, signed by the authorized CCO representative;
    - B. Documentation that the Individual is civilly committed and has a permanent Guardian or Attorney-in-fact (ORS 127.505 through 127.660); and
    - C. Clinical documentation including, but not limited to, Physician’s History and Physical, Psychosocial History, labs and other testing, consultation documentation from medical and psychiatric providers, progress notes from psychiatrist(s) (and other physician(s)), nurse(s), social worker(s), and other therapist(s) involved in current episode of care; or
  - ii. A mutually agreed upon date by OHA and the CCO, if the OHA date of receipt (identified above as date of determination) cannot be firmly established.
- (g) Ineligibility:
  - i. Individuals who are not OHP enrollees of a CCO upon hospitalization in LTPC Services are ineligible for financial assistance.
  - ii. Individuals who are dually or singly eligible Medicare or private/employee-based health care covered Individuals are ineligible for financial assistance.
- (h) OHA reserves the right to re-determine if an Individual meets the eligibility qualifications for LTPC. If a re-determination results in the Individual no longer meeting the LTPC criteria, as determined by OHA, the days remaining for the Individual may no longer be eligible for financial assistance. Notification of determination and re-determination will be provided to County in written form, including rationale for the decision(s).
- (i) OHA will provide financial assistance for Services for OHP-CCO enrolled members (Individuals) determined appropriate for such care beginning on the effective date of such determination as established above, until the time that the Individual is discharged from such setting.
- (j) OHA will not be responsible for providing financial assistance for Services when OHA determines that an OHP-CCO enrolled member (Individual) is not appropriate for LTPC and denies the CCO’s request for LTPC.

- (k) OHA retains all rights regarding final determination of an Individual's eligibility for Services.

c. **Special Reporting Requirements**

Reports must be prepared using forms and procedures prescribed by OHA. Forms are located at <http://www.oregon.gov/OHA/HSD/AMH/Pages/Reporting-Requirements.aspx>.

(1) **Acute Psychiatric Inpatient Services:**

County shall submit electronically, to [amhcontract.administrator@state.or.us](mailto:amhcontract.administrator@state.or.us), an annual accounting report of financial assistance by August 31<sup>st</sup> for the prior state fiscal year.

(2) **Intermediate Psychiatric Inpatient Services:**

Hospital and Secure Residential Treatment Providers of Services under this Agreement must submit required information to OHA electronically, through the Oregon Patient and Resident Care System (OP/RCS), within 12 hours of an Individual's admission to and discharge from the Provider's facility for Services, as outlined in the OP/RCS Manual, located at <http://www.oregon.gov/oha/HSD/AMH-MOTS/Pages/resource.aspx>.

d. **Financial Assistance Calculation, Disbursement Procedures, and Confirmation of Performance and Reporting Requirements:**

See Exhibit D, Payment, Settlement, and Confirmation Requirements.

Use Payment and Confirmation language.

In addition:

(1) **Acute Psychiatric Inpatient Services**

Use Part A payment language.

(2) **Intermediate Psychiatric Inpatient Services**

The Part C awards will be calculated, disbursed, and confirmed as follows:

(a) **Calculation of Financial Assistance:**

OHA will provide financial assistance to County at \$834.61 per day, per authorized Individual. OHA is not obligated to pay County for expenditures beyond the limitation for the identified period of this Agreement. OHA will make monthly allotments from invoices, after OHA's receipt, review, and approval of such invoices. All allotments made by OHA are subject to the limitation described herein.

(b) **Disbursement of Financial Assistance:**

- i. Invoices shall be submitted electronically, to [amhcontract.administrator@state.or.us](mailto:amhcontract.administrator@state.or.us), with the subject line "Invoice, contract #(your contract number), contractor's name" on an OHA approved invoice, and at the level of detail prescribed by OHA no later than 60 calendar days after the Individual's last date of Services.

- ii.** All payments made to County under this Agreement are subject to recovery by OHA as follows:

  - A.** If an audit of the Services rendered by County under this Agreement, whether directly or through subcontract(s), results in a refund to or disallowance by the federal government of payment made to County under this Agreement, OHA may recover from County the amount of the refund or disallowance and any applicable OHA matching funds.
  - B.** If County expends funds awarded to County under this Agreement for unauthorized expenditures, OHA may recover from County the full amount of unauthorized expenditures.
- iii.** In the event funds awarded to County under this Agreement are subject to recovery as described above, OHA may, at its option, upon written notice to County:

  - A.** Offset the amount subject to recovery against other funds due County from OHA under this Agreement or otherwise; or
  - B.** Demand that County pay to OHA the amount subject to recovery, in which case County shall immediately pay said amount to OHA. Nothing in this section will affect OHA’s right to terminate this Agreement as set forth in Exhibit G, “Standard Terms and Conditions,” or any remedies otherwise available to OHA as a result of the termination of this Agreement.
- iv.** Upon 30 calendar days advance written notice to County, OHA may withhold financial assistance otherwise due County under this Agreement if County fails to submit required reports when due or fails to perform or document the performance of Services under this Agreement. Immediately upon written notice to County, OHA may withhold financial assistance if County or its Provider(s) no longer holds all licenses, certificates, letters of approval, or certificate of approval that are required to perform the Services. Withholding of financial assistance may continue until County submits the required reports or performs the required Services. Nothing in this section will affect OHA’s right to terminate this Agreement as set forth in Exhibit F, “Standard Terms and Conditions,” or any remedies otherwise available to OHA as a result of the termination of this Agreement.



- v. OHA will not provide financial assistance in excess of the maximum compensation amount set forth in this Agreement. If this maximum compensation amount is increased by amendment of this Agreement, the amendment must be fully effective before County or its Provider(s) performs Services subject to the amendment. No financial assistance will be provided for any Services performed before the beginning date or after the expiration date of this Agreement, as it may be amended from time to time in accordance with its terms.

27. Service Name: COMMUNITY CRISIS SERVICES FOR ADULTS AND CHILDREN

Service ID Code: MHS 25

a. Service Description

(1) Purpose:

Community Crisis Services for Adults and Children (MHS 25 Services) are immediately available mental health crisis assessment, triage, and intervention Services delivered to Individuals experiencing the sudden onset of psychiatric symptoms or the serious deterioration of mental or emotional stability or functioning. MHS 25 Services are of limited duration and are intended to stabilize the Individual and prevent further serious deterioration in the Individual's mental status or mental health condition.

(2) Definitions:

- (a) **Care Coordination** means a process-oriented activity to facilitate ongoing communication and collaboration to meet multiple needs. Care Coordination includes facilitating communication between the family, natural supports, community resources, and involved Providers for continuity of care by creating linkages to and managing transitions between levels of care and transitions for young adults in transition to adult services.
- (b) **Community-based** means that Services and supports must be provided in an Individual's home and surrounding community and not solely based in a traditional office-setting.
- (c) **Crisis** means either an actual or perceived urgent or emergent situation that occurs when an Individual's stability or functioning is disrupted and there is an immediate need to resolve the situation to prevent a serious deterioration in the Individual's mental or physical health or to prevent referral to a significantly higher level of care.
- (d) **Crisis Line Services** means phone-based Services that establish immediate communication links and provide supportive interventions and information for Individuals in an urgent or emergent situation.
- (e) **Mobile Crisis Response Time** means the time from the point when a professional decision is made that a face-to-face intervention is required, to the time the actual face-to-face intervention takes place in the community.
- (f) **Mobile Crisis Services** means Mental Health Services for Individuals in Crisis, provided by mental health practitioners who respond to behavioral health Crises onsite at the location in the community where the Crisis arises and who provide a face-to-face therapeutic response. The goal of Mobile Crisis Services is to help an Individual resolve a psychiatric crisis in the most integrated setting possible, and to avoid unnecessary hospitalization, inpatient

psychiatric treatment, involuntary commitment, and arrest or incarceration.

- (g) **Screening** means the process to determine whether the Individual needs further assessment to identify circumstances requiring referrals or additional Services and supports.
  - (h) **Service Plan** means a comprehensive plan for Services and supports provided to or coordinated for an Individual and his or her family, per OAR 309-019-0105104) as applicable, that is reflective of the assessment and the intended outcomes of Service.
- (3) MHS 25 Services shall include, but are not limited to, the following:
- (a) Provide Crisis Services to 24 hours a day, 7 days a week face-to-face or telephone Screening to determine the need for immediate Services for any Individual requesting assistance or for whom assistance is requested;
  - (b) A mental health assessment concluding with written recommendations by a Qualified Mental Health Professional or a Qualified Mental Health Associate, as defined in OAR 309-019-0105(94) QMHP and (95) QMHA, regarding the need for further treatment;
  - (c) Provide brief Crisis intervention;
  - (d) In the case of a child, appropriate child and family psychological, psychiatric, and other medical interventions delivered by or under the direct supervision of a Qualified Mental Health Professional, that are specific to the assessment and identified in the initial treatment plan, and any community placements necessary to protect and stabilize the child as quickly as possible;
  - (e) In the case of an adult, appropriate psychological, psychiatric, and other medical interventions delivered by or under the direct supervision of a Qualified Mental Health Professional, that are specific to the assessment and identified in the initial treatment plan, and any community placements necessary to protect and stabilize the Individual as quickly as possible;
  - (f) Connect the Individual with ongoing Services and supports;
  - (g) Arrangement for the provision of involuntary psychiatric Services at a hospital or non-hospital facility approved by OHA, when an Individual's behavior requires it;
  - (h) Crisis Line Services shall be provided in accordance with OAR 309-019-0300 through 309-019-0320; and
  - (i) Mobile Crisis Services:  
The effectiveness of Mobile Crisis Services in de-escalating a Crisis and diverting hospitalization or arrest is enhanced by team members competent in performing an assessment and delivering an effective course of intervention. These Services provide access to a multi-disciplinary support team and ready resources, such as access to

urgent appointments, brief respite services, and the ability to provide brief follow-up care when indicated.

County shall provide Mobile Crisis Services according to OAR 309-019-0151 including, but not limited to:

- i.** 24 hours a day, 7 days a week capability to conduct a face-to-face mental health status examination of an Individual by a Qualified Mental Health Professional (QMHP) (in accordance with OAR 309-019-0125(10) or Qualified Mental Health Associate (QMHA) (in accordance with OAR 309-019-0125(9)) under the supervision of a QMHP. Examination is used to determine the Individual's condition and the interventions necessary to stabilize the Individual and the need for immediate Services for any Individual requesting assistance or for whom assistance is requested;
- ii.** A face-to-face therapeutic response delivered in a public setting at locations in the community where the Crisis arises including, but not limited to, an Individual's home, schools, residential programs, nursing homes, group home settings, and hospitals to enhance community integration;
- iii.** Services that are generally delivered in a natural environment by or under the supervision of a QMHP, such as QMHAs and peers, and resulting in a Service Plan. Disposition of Services shall maintain as the primary goal with diversion from hospitalization and incarceration through clinically appropriate Community-based supports and Services;
- iv.** County shall respond to Crisis events in its respective geographic service area with the following maximum response times:
  - A.** Counties classified as "urban" shall respond within 1 hour.
  - B.** Counties classified as "rural" shall respond within 2 hours.
  - C.** Counties classified as "frontier" shall respond within 3 hours.
  - D.** Counties classified as "rural" and "frontier" shall contact an Individual experiencing a Crisis event via telephone by a staff member who is trained in crisis management (such as a person from a crisis line or a peer) within 1 hour from the initial Crisis call.
- v.** Eliminating the need for transportation (frequently provided by law enforcement officers or emergency services) to a hospital's emergency department or a community crisis site;
- vi.** Are not intended to be restricted to services delivered in hospitals or at residential programs;

- vii. Mental Health Crisis assessment;
- viii. Brief Crisis intervention;
- ix. Assistance with placement in crisis respite or residential services;
- x. Initiation of commitment process, if applicable;
- xi. Assistance with hospital placement;
- xii. Connecting Individuals with ongoing supports and Services; and
- xiii. Coordination with Crisis Line Services providers to support seamless transitions of care.

(j) Provide disaster response, Crisis counseling Services to include:

- i. Responding to local disaster events by:
  - A. Providing Crisis counseling and critical incident stress debriefing to disaster victims; police, firefighters and other “first-responders”; disaster relief shelters; and the community-at-large.
  - B. Coordinating Crisis counseling Services with County Emergency Operations Manager (CEOM); and providing Crisis counseling and stress management Services to Emergency Operations Center staff according to agreements established between the CMHP and CEOM.
- ii. Assisting CMHP’s in the provision of these Services as part of a mutual aid agreement; and
- iii. For the purpose of responding to a specified local disaster event, payment may be made through an amendment to the Financial Assistance Award for these Services.

b. **Performance Requirements**

- (1) County shall comply with OAR 309-019-0100 through 309-019-0320, as such rules may be revised from time to time.
- (2) County shall maintain a Certificate of Approval in accordance with OAR 309-008-0100 through 309-008-1600, as such rules may be revised from time to time.

c. **Reporting Requirements**

See Exhibit E, 10.

d. **Special Reporting Requirements**

County shall prepare and electronically submit, to [amhcontract.administrator@state.or.us](mailto:amhcontract.administrator@state.or.us), written quarterly summary reports on the delivery of Mobile Crisis Services, no later than 45 calendar days following the end of each subject quarter for which financial assistance is awarded through this Agreement. Reports must be prepared using forms and procedures prescribed by OHA. Forms are located at <http://www.oregon.gov/OHA/HSD/AMH/Pages/Reporting-Requirements.aspx>.

Each quarterly report shall include, but is not limited to the following :

- (1) Individual's name;
- (2) Gender;
- (3) Date of birth;
- (4) Medicaid identification number (if applicable)
- (5) Race;
- (6) Ethnicity;
- (7) Location of Mobile Crisis Service
- (8) Disposition of the Mobile Crisis contact;
- (9) Mobile Crisis Response Time; and
  - (a) Response time begins from the point when a professional decision is made that a face-to-face intervention is required.
  - (b) Response time ends when the actual face-to-face intervention takes place in the community between the Individual and the mental health practitioner.
- (10) Reason for exceeding maximum response time (if applicable).

e. **Financial Assistance Calculation, Disbursement, and Confirmation of Performance and Reporting Requirements Procedures**

See Exhibit D, Payment, Settlement, and Confirmation Requirements.  
Use Payment and Confirmation language.  
In addition:

The Part C financial assistance does not apply to PSRB Individuals, as these Services are covered in the Service Description for MHS 30.

28. **Service Name:** **NON-RESIDENTIAL MENTAL HEALTH SERVICES FOR YOUTH & YOUNG ADULTS IN TRANSITION**

Service ID Code: **MHS 26**

**a. Service Description**

Non-Residential Mental Health Services for Youth & Young Adults in Transition (MHS 26 Services) are Mental Health Services delivered to Individuals through 25 years of age who are under the jurisdiction of the Juvenile Panel of the Psychiatric Security Review Board (JPSRB) or are considered Young Adults in Transition (YAT) , as specified in Exhibit C, “Financial Assistance Award,” and have behavioral health needs posing a danger to the health and safety of themselves or others. The purpose of MHS 26 Services is to provide mental health services in community settings that reduce or ameliorate the disabling effects of behavioral health needs. Non-Residential Mental Health Services for Youth & Young Adults in Transition include:

- (1) Care coordination and residential case management services;
- (2) Vocational and social services;
- (3) Rehabilitation;
- (4) Support to obtain and maintain housing (non-JPSRB only);
- (5) Abuse investigation and reporting;
- (6) Medication (non-JPSRB only) and medication monitoring;
- (7) Skills training;
- (8) Mentoring;
- (9) Peer support services;
- (10) Emotional support;
- (11) Occupational therapy;
- (12) Recreation;
- (13) Supported employment;
- (14) Supported education;
- (15) Secure transportation (non-JPSRB only);
- (16) Individual, family and group counseling and therapy;
- (17) Rent Subsidy (non-JPSRB only); and
- (18) Other services as needed for Individuals, at the sole discretion of OHA.

**b. Performance Requirements**

- (1) Services to Individuals through 25 years of age under the jurisdiction of the JPSRB or are considered Young Adults In Transition (YAT) must be delivered with the least possible disruption to positive relationships and must incorporate the following:

- (a) The rapport between professional and Individual will be given as much of an emphasis in Service planning as other case management approaches;
  - (b) Services will be coordinated with applicable adjunct programs serving both children and adults, so as to facilitate smoother transitions and improved integration of Services and supports across both adolescent and adult systems;
  - (c) Services will be engaging and relevant to youth and young adults;
  - (d) Services will accommodate the critical role of peers and friends;
  - (e) The treatment plan will include a safety component to require that identity development challenges and boundary issues are not cause for discontinuing Service;
  - (f) The “Service Plan” will include a specific section addressing Services and supports unique to the developmental progress of Youth and Young Adults in Transition including school completion, employment, independent living skills, budgeting, finding a home, making friends, parenting and family planning, and delinquency prevention;
  - (g) The OHA Young Adult Service Delivery Team or its designee shall provide direction to Provider regarding Services to be delivered to the youth or young adult; and
  - (h) Secured transportation services under the “Service Description” section for MHS 26 Services will be approved by OHA on a case by case basis.
- (2) Required non-JPSRB Services that are not otherwise covered by another resource will be funded at the Medicaid Fee Schedule rate as a basis for disbursement purposes. Disbursements will be made by invoice in accordance with the “Financial Assistance Calculation, Disbursement, and Agreement Settlement Procedures” section below. Approved Services may include one or more of the following:
- (a) Additional staffing;
  - (b) Transportation;
  - (c) Interpreter services;
  - (d) Medical services and medications;
  - (e) Rental assistance, room and board, and personal incidental funds; or
  - (f) Non-medically approved services including, but not limited to, assessment, evaluation, outpatient treatment, and polygraph.

**c. Reporting Requirements**

See Exhibit E, 10.



**d. Special Reporting Requirements**

County shall prepare and electronically submit, to [amhcontract.administrator@state.or.us](mailto:amhcontract.administrator@state.or.us), written quarterly reports, no later than 45 calendar days following the end of each subject quarter for which financial assistance is awarded through this Agreement. Reports must be prepared using forms and procedures prescribed by OHA. Forms are located at <http://www.oregon.gov/OHA/HSD/AMH/Pages/Reporting-Requirements.aspx>.

There shall be a report from each Young Adult Residential Treatment Program providing Services under this Agreement within the County (or one report that breaks out each separate entity) for data subject to that specific quarter. Each report shall include the following components:

- (1) Number admitted;
- (2) Number transitioning;
- (3) Number and nature of program supports provided to all residents;
- (4) Percentage change in residents' feelings of well-being, support and connectivity;
- (5) Type and number of community-based supports residents accessed or participated in; and
- (6) Type and number of goals accomplished by residents.

In addition, all programs for which financial assistance is awarded through this Agreement shall administer the Adult Hope Scale, located at <https://ppc.sas.upenn.edu/sites/ppc.sas.upenn.edu/files/hopescale.pdf> to each Individual and include the results on the quarterly report. Counties providing both MHS 26 and MHS 27 Services need only provide one report for both Services.

**e. Financial Assistance Calculation, Disbursement, and Confirmation of Performance and Reporting Requirements Procedures**

See Exhibit D, Payment, Settlement, and Confirmation requirements.

Use Payment and Confirmation language.

In addition:

- (1) County understands and agrees that funding under Part A or Part C may be reduced by Agreement amendment to the extent Counties billings under MMIS for Part B funding exceed the allocated total aggregated budget as set for in Exhibit C, "Financial Assistance Award".

29. **Service Name:** **RESIDENTIAL MENTAL HEALTH TREATMENT SERVICES FOR YOUTH & YOUNG ADULTS IN TRANSITION**

Service ID Code: **MHS 27**

**a. Service Description**

- (1) Residential Mental Health Treatment Services for Youth & Young Adults in Transition (MHS 27 Services) are mental health Services delivered to Individuals 17 through 24 years of age in a group residential setting to enable the Individual to acquire sufficient stability and connectivity to the community to enable them to live as independently as they choose. These are Individuals who are under the jurisdiction of the Juvenile Panel of the Psychiatric Security Review Board (JPSRB), and are transitioning from an institutional setting, or in need of a structured and supportive transitional living environment. This includes Individuals without insurance or those who are under-insured. Programs are expected to maximize this funding to enhance an Individuals' likelihood of living independently in the community through the provision of the Services listed in MHS 27.
- (2) Individuals eligible for these Services are those that the OHA's Young Adult Coordinator or designee determines are unable to live independently at the time of the referral, without supervised intervention, training, or support.
- (3) Services are delivered on a 24-hour basis to Individuals with mental or emotional disorders who have been hospitalized or are at immediate risk of hospitalization, who need continuing services to avoid hospitalization, or who are a danger to themselves or others, or who otherwise require transitional care to remain in the community.
- (4) These Services have no time line. It is expected that they will be used to help the Individual connect to ongoing, longer-term supports, meet their needs and goals, and support them in moving toward a positive life trajectory.
- (e) It is preferable that the peer support specialist and the clinical staff meet with the Individual together during the initial contact, or soon thereafter. Contacts should be as frequent as is necessary for the goals of the project to occur, but no less than twice per week.
- (f) MHS 27 Services shall be delivered in appropriately licensed and certified programs or facilities and include, but are not limited to, the following:
  - (a) Crisis stabilization services, such as accessing psychiatric, medical, or qualified professional intervention to protect the health and safety of the Individual and others;
  - (b) Timely, appropriate access to crisis intervention to prevent or reduce acute, emotional distress, which might necessitate psychiatric hospitalization;
  - (c) Money and household management;

- (d) Supervision of daily living activities such as skill development focused on nutrition, personal hygiene, clothing care and grooming, and communication skills for social, health care, and community resources interactions;
- (e) Provision of care including the assumption of responsibility for the safety and well-being of the Individual;
- (f) Administration, supervision, and monitoring of prescribed and non-prescribed medication and client education on medication awareness;
- (g) Provision or arrangement of routine and emergency transportation;
- (h) Developing skills to self-manage emotions;
- (i) Management of a diet, prescribed by a physician, requiring extra effort or expense in preparation of food;
- (j) Management of physical or health problems including, but not limited to, diabetes and eating disorders;
- (k) Skills training;
- (l) Mentoring, peer delivered services, and peer support services;
- (m) Positive use of leisure time and recreational activities;
- (n) Supported education;
- (o) Supported employment;
- (p) Occupational therapy; and
- (q) Recreation.

**b. Performance Requirements**

- (1) Services to Youth & Young Adults in Transition shall be delivered with the least possible disruption to positive relationships and shall incorporate the following principles and practices:
  - (a) The rapport between professional and Individual will be given as much of an emphasis in Service planning as other case management approaches;
  - (b) Services will be coordinated with applicable adjunct programs serving both children and adults so as to facilitate smoother transitions and improved integration of Services and supports across both adolescent and adult systems;
  - (c) Services will be engaging and relevant to Youth & Young Adults in Transition;
  - (d) Services will accommodate the critical role of peers and friends;
  - (e) The individual service and support plan will include a safety component to require that identity development challenges and boundary issues are not cause for discontinuing Service;

- (f) The individual service and support plan will include a specific section addressing Services and supports unique to the developmental progress of Youth & Young Adults in Transition, including school completion, employment, independent living skills, budgeting, finding a home, making friends, parenting and family planning, and delinquency prevention; and
  - (g) Staff working in the programs must have training in suicide prevention and intervention strategies and Trauma Informed Care and be provided with ongoing maintenance of the skills and practice associated with these approaches.
- (2) Services to JPSRB or Youth & Young Adults in Transition shall be delivered in support of the conditional release plan as set forward by the JPSRB Board.
  - (3) Providers of MHS 27 Services funded through this Agreement shall comply with OAR 309-035-0100 through 309-035-0190, as such rule may be revised from time to time.
  - (4) Providers of MHS 27 Services funded through this Agreement shall maintain a Certificate of Approval in accordance with OAR 309-008-0200 through 309-008-1100.
- c. **Reporting Requirements**  
See Exhibit E, 10.
- d. **Special Reporting Requirements**
- (a) County shall prepare and electronically submit, to [amhcontract.administrator@state.or.us](mailto:amhcontract.administrator@state.or.us), the following written reports using forms and procedures prescribed on OHA's website located at <http://www.oregon.gov/OHA/HSD/AMH/Pages/Reporting-Requirements.aspx>.
    - i. A quarterly report that includes the following elements per each Young Adult Residential Treatment Program per subject quarter:
      - A Number admitted;
      - B Number transitioning;
      - C Number and nature of program supports provided to all Individuals;
      - D Percentage change in Individuals' feelings of well-being, support and connectivity;
      - E Type and number of community-based supports Individuals accessed or participated in; and
      - F Type and number of goals accomplished by Individuals.
    - ii. In addition, all programs shall administer the Adult Hope Scale located at <https://ppc.sas.upenn.edu/sites/default/files/hopescale.pdf> as an outcome measurement tool.
  - (b) County shall complete and deliver to OHA the Personal Care Data Form For Residential Facilities for any Individual receiving MHS 27 Services funded through this Agreement when the Individual is transferred to another residence or facility operated by the Provider, the Individual is transferred

to another Provider of MHS 27 Services, MHS 27 Services to the Individual end, or the payment rate for the Individual changes. An Individual's payment rate may only be changed after consultation with and approval by OHA.

e. **Financial Assistance Calculation, Disbursement, and Agreement Settlement Procedures**

See Exhibit D, Payment, Settlement, and Confirmation Requirements.

Use Payment and Settlement language.

In addition:

- (a) County understands and agrees that funding under Part A or Part C may be reduced by Agreement amendment to the extent Counties billings under MMIS for Part B funding exceed the allocated total aggregated budget as set for in Exhibit C, "Financial Assistance Award:.

30. **Service Name:** RESIDENTIAL TREATMENT SERVICES  
**Service ID Code:** MHS 28

**a. Service Description**

- (1) Residential Treatment Services (MHS 28) are:
- (a) Services delivered on a 24-hour basis to Individuals who are uninsured, underinsured, not eligible for Medicaid, or have exhausted Medicaid services, including those who meet the criteria for Citizen Alien Waived Medical Program. Individuals must be 18 years of age or older with mental or emotional disorders, who have been hospitalized or are at immediate risk of hospitalization, who need continuing Services to prevent hospitalization or who are a danger to themselves or others, or who otherwise requires continuing care to maintain stability and learn skills needed to be placed in a more integrated community setting; and
  - (b) Services delivered to Individuals that OHA determines are currently unable to live independently without supervised intervention, training, or support.

The specific MHS 28 Services delivered to an Individual are determined based upon a person-centered assessment of treatment needs and the development of a Plan of Care that is individualized to promote stabilization, skill building, and preparation to be living in a more integrated community.

- (2) MHS 28 Services delivered in Residential Treatment Facilities (RTF), as defined in OAR 309-035-0105, Residential Treatment Homes (RTH), as defined in OAR 309-035-0105, or another licensed setting approved by OHA include, but are not limited to, the following:
- (a) Crisis stabilization services such as accessing psychiatric, medical, or qualified professional intervention to protect the health and safety of the Individual and others;
  - (b) Timely, appropriate access to crisis intervention to prevent or reduce acute emotional distress, which might necessitate psychiatric hospitalization;
  - (c) Management of personal money and expenses;
  - (d) Supervision of daily living activities and life skills, such as training in nutritional wellness, personal hygiene, clothing care and grooming, communication with social skills, health care, household management, and using community resources to support increasing independence and preparation for living in the most integrated community environment;
  - (e) Provision of care including assumption of responsibility for the safety and well-being of the Individual;
  - (f) Administration and supervision of prescribed and non-prescribed medication(s);

- (g) Provision of or arrangement for routine and emergency transportation;
- (h) Management of aggressive or self-destructive behavior;
- (i) Management of a diet, prescribed by a physician, requiring extra effort or expense in preparation of food; and
- (j) Management of physical or health problems including, but not limited to, seizures, incontinency, diabetes, and pain management.

Financial assistance is dependent upon the Individual served meeting defined criteria as cited in OAR 410-172-0630 and OAR 309-035-0200. OHA and its designees have the authority to review clinical records and have direct contact with Individuals. The County and any Providers shall notify Individuals in writing of admission decisions [in](#) accordance with OAR 309-035-0163(10).

**b. Performance Requirements**

A Provider of MHS 28 Services shall give first priority in admission to referrals for Individuals transitioning from the Oregon State Hospital (OSH); second priority to referrals for Individuals on the OSH wait list or in acute care psychiatric hospitals; and then to all others.

A Provider of MHS 28 Services funded through this Agreement shall deliver MHS 28 Services in a facility licensed as a RTH, a RTF or Secured Residential Treatment Facility (SRTF), in accordance with OAR 309-035-0100 through 309-035-0225, as such rules may be revised from time to time.

Other required, approved Services for civil commitment (non-PSRB) Individuals who are not otherwise covered by another resource will be funded at the Medicaid Fee Schedule Rate. Disbursement will be made by invoice in accordance with the “Financial Assistance Calculation, Disbursement, and Agreement Settlement Procedures” section below. Approved Services may include one or more of the following:

- (1) Additional staffing;
- (2) Interpreter services;
- (3) Medical services and medications;
- (4) Rental assistance for Individuals not covered by Medicaid for reasons such as a PSRB Individual who is not Medicaid-eligible, or an Individual who is Medicaid-eligible but whose funding has not yet started; room and board; and personal and incidental funds; and
- (5) Non-medically approved services including but not limited to assessment, evaluation, and outpatient treatment.

**c. Reporting Requirements**

See Exhibit E, 10.

d. **Special Reporting Requirements**

- (1) If County has authorized or anticipates authorizing delivery of MHS 28 Services to an Individual and wishes to reserve MHS 28 Service capacity as defined in OAR 309-011-0115(3), up to a maximum of 30 calendar days for that Individual while the Individual is not actually receiving MHS 28 Services, County shall submit a written Reserved Service Capacity Payment (RSCP) request and a CAR to OHA under OAR 309-011-0105 through 309-011-0115. If OHA approves the RSCP request and the CAR for a non-Medicaid-eligible Individual, OHA and County shall execute an amendment to the Financial Assistance Award to reduce residential funding, and add funds necessary to make the approved disbursements to reserve the service capacity. If the Individual is Medicaid-eligible, OHA and County shall execute an amendment to the Financial Assistance Award to add funds necessary to make the approved disbursements to reserve the service capacity. OHA shall have no obligation to make the disbursements unless and until the Financial Assistance Award has been so amended.

e. **Financial Assistance Calculation, Disbursement, and Agreement Settlement Procedures**

See Exhibit D, Payment, Settlement, and Confirmation Requirements.

Use Payment and Settlement language.

In addition:

County understands and agrees that funding under Part A or Part C may be reduced by Contract amendment to the extent County's billings under MMIS for Part B payments exceed the allocated total aggregated budget as set for in Exhibit C, "Financial Assistance Award." Agreement, termination of OHA's The Part C awards do not apply to PSRB Individuals, as these Services are covered in the Service Description for MHS 30.



31. **Service Name:** **MONITORING, SECURITY, AND SUPERVISION SERVICES FOR INDIVIDUALS UNDER THE JURISDICTION OF THE ADULT AND JUVENILE PANELS OF THE PSYCHIATRIC SECURITY REVIEW BOARD**

Service ID Code: **MHS 30**

**a. Service Description**

Monitoring, Security, and Supervision Services for Individuals under the Jurisdiction of the Adult and Juvenile Panels of the Psychiatric Security Review Board (PSRB & JPSRB) (MHS 30 Services). MHS 30 Services are delivered to Individuals who are placed in their identified service area by Order of Evaluation or Conditional Release Order as designated by OHA.

**(1) Monitoring Services include:**

- (a)** Assessment and evaluation for the court, and the PSRB or JPSRB of an Individual under consideration for placement on a waiting list or for Conditional Release from the Oregon State Hospital (OSH), a hospital, jail, or facility designated by OHA, to determine if the Individual can be treated in the community, including identification of the specific requirements for the community placement of an Individual;
- (b)** Supervision and urinalysis drug screen consistent with the requirements of the PSRB or JPSRB Conditional Release Order;
- (c)** Coordination with OSH, a hospital, or facility designated by OHA on transition activities related to Conditional Release of an Individual;
- (d)** Provide supported housing and intensive case management for identified programs at approved budgeted rates; and
- (e)** Administrative activities related to the Monitoring Services described above, including but not limited to:
  - i.** Reporting of the Individual's compliance with the conditional release requirements, as identified in the order for Conditional Release, as identified in the Order for Conditional Release, through monthly progress notes to the PSRB or JPSRB;
  - ii.** Providing interim reports for the purpose of communicating current status of an Individual to the PSRB or JPSRB;
  - iii.** Submitting requests for modifications of Conditional Release Orders to the PSRB or JPSRB;
  - iv.** Implementing board-approved modifications of Conditional Release Orders;
  - v.** Implementing revocations of Conditional Release due to violation(s) of Conditional Release Orders and facilitating readmission to OSH;

- vi. Responding to Law Enforcement Data System (LEDS) notifications as a result of contact by the Individual receiving MHS 30 Services with law enforcement agencies; and
- vii. An annual comprehensive review of supervision and treatment Services to determine if significant modifications to the Conditional Release Order should be requested from the PSRB or JPSRB.

(2) Security and Supervision Services includes:

- (a) Security Services include: Services identified in the PSRB or JPSRB Conditional Release Order, which are not medically approved Services but are required for safety of the Individual and the public, and are covered at a rate based on a determination of the risk and care needs, as identified in the Security Services Matrix below:

Security Services Matrix	Low Risk	Med Risk	High Risk
High Care	Rate 1	Rate 2	Rate 3
Med Care	Rate 2	Rate 3	Rate 4
Low Care	Rate 3	Rate 4	Rate 5

- (b) Supervision Services include approved Services that are not covered by another resource and will be funded at the current Medicaid Fee Schedule rate as a basis for reimbursement purposes. Disbursement will be made by invoice in accordance with the “Financial Assistance Calculation, Disbursement, and Agreement Settlement Procedures” section below. Approved Supervision Services may include one or more of the following:

- i. Additional staffing;
- ii. Transportation;
- iii. Interpreter services;
- iv. Medical services and medications;
- v. Rental assistance, room and board, and person and incidental funds;
- vi. Payee
- vii. Guardianship (initial and ongoing) costs;
- viii. To obtain legal identification for Individuals receiving supported housing and intensive case management services as identified in Monitoring Services section above; and
- ix. Non-medically approved services including, but not limited to: assessment, evaluation, outpatient treatment, and polygraph.

**b. Performance Requirements**

- (1) Providers of MHS 30 Services funded through this Agreement shall comply with OAR 309-019-0160, as such rule may be revised from time to time.
- (2) Providers of MHS 30 Services funded through this Agreement shall maintain a Certificate of Approval in accordance with OAR 309-008-0100 through OAR 309-008-1600, as such rules may be revised from time to time.

**c. Reporting Requirements**

See Exhibit E, 10.

32. **Service Name:** **ENHANCED CARE AND ENHANCED CARE OUTREACH SERVICES**

Service ID Code: **MHS 31**

**a. Service Description**

Enhanced Care and Enhanced Care Outreach Services (MHS 31) enable an Individual to leave, or avoid placement in, the Oregon State Hospital (OSH). MHS 31 Services are outpatient community mental health and psychiatric rehabilitation Services delivered to Individuals who are Department of Human Services (DHS), Adults and People with Disabilities (APD) service need eligible and who have been diagnosed with a severe mental illness with complex behaviors and require intensive community mental health services for successful integration into the community.

**b. Performance Requirements**

- (1) Providers of MHS 31 Services funded through this Agreement shall comply with OAR 309-019-0155, as such rule may be revised from time to time.
- (2) Providers of MHS 31 Services funded through this Agreement shall maintain a Certificate of Approval in accordance with OAR 309-008-0100 through 309-008-1600, as such rules may be revised from time to time.
- (3) MHS 31 Services funded through this Agreement may only be delivered to Individuals who satisfy the requirements for receipt of nursing facility or community based care under Medicaid, as specified in OAR 411-015-0000 through 411-015-0100, as such rules may be revised from time to time, and who receive such services in a nursing facility, residential care facility, assisted living facility, or foster home operated by a Provider that has entered into an agreement with and is licensed by DHS's APD Division to provide services to designated individuals. All Individuals shall be evaluated by the Provider and local DHS APD licensed facility staff prior to placement.
- (4) If County wishes to use MHS 31 funds made available through this Agreement for delivery of MHS 31 Services to otherwise eligible Individuals not residing in a DHS APD facility, County shall receive a variance from OHA in accordance with OAR 309-008-1600, as such rules may be revised from time to time.
- (5) County shall notify the OHA ECS Coordinator prior to transition from ECS. County shall also notify the OHA ECS Coordinator within three working days of any change in an Individual's medical or psychiatric condition, which jeopardizes the placement.

c. **Reporting Requirements**

See Exhibit E, 10.

d. **Special Reporting Requirements**

County shall prepare and electronically submit, to [amhcontract.administrator@state.or.us](mailto:amhcontract.administrator@state.or.us), the following reports using forms and procedures as prescribed on OHA's website, located at <http://www.oregon.gov/OHA/HSD/AMH/Pages/Reporting-Requirements.aspx>:

- (1) Monthly Enhanced Care Services Census Report;
- (2) ECS Data Base Part I; and
- (3) ECS Data Base Part II.

e. **Financial Assistance Calculation, Disbursement, and Confirmation of Performance and Reporting Requirements Procedures**

See Exhibit D, Payment, Settlement, and Confirmation Requirements.

Use Payment and Confirmation language.

In addition:

County understands and agrees that funding under Part A or Part C may be reduced by Contract amendment to the extent County's fillings under MMIS for Part B payments exceed the allocated total aggregated budget as set for in Exhibit C, "Financial Assistance Agreement."

33. **Service Name:** ADULT FOSTER CARE SERVICES  
**Service ID Code:** MHS 34

**a. Service Description**

Adult Foster Care Services (MHS 34) are Services delivered to Individuals with chronic or severe mental illness who are in need of further stabilization in a licensed care setting for the potential of transitioning to an *integrated setting*. These Individuals have been hospitalized or are at immediate risk of hospitalization, are in need of continuing Services to avoid hospitalization, or pose a danger to the health and safety of themselves or others, and are unable to live by themselves without supervision. MHS 34 Services are delivered in a family home or facility with five or fewer Individuals receiving MHS 34 Services. The purpose of MHS 34 Services is to maintain the Individual at his or her maximum level of functioning or to improve the Individual's skills to the extent that he or she may live more independently.

*Integrated setting* was recently explained in a publication by the Department of Justice<sup>1</sup>, dated June 22, 2011, as follows:

“In the years since the Supreme Court’s decision in *Olmstead v. L.C.*, 527 U.S. 581 (1999), the goal of the integration mandate in title II of the Americans with Disabilities Act [is] to provide individuals with disabilities opportunities to live their lives like individuals without disabilities.”

“By contrast, segregated settings often have qualities of an institutional nature. Segregated settings include, but are not limited to: (1) congregate settings populated exclusively or primarily with individuals with disabilities; (2) congregate settings characterized by regimentation in daily activities, lack of privacy or autonomy, policies limiting visitors, or limits on individuals’ ability to engage freely in community activities and to manage their own activities of daily living; or (3) settings that provide for daytime activities primarily with other individuals with disabilities.”

The expectation for individuals living in Adult Foster Care Services is to stabilize and transition to a non-licensed, integrated setting. Perpetual living at this level of care is not warranted and can only continue with the ongoing approval by OHA’s Independent Qualified Agent (IQA) in determining this specific Level of Care (LOC).

All stays in Adult Foster Care Services shall include activities to integrate the individual into the community based on individual goals and desires, and should not be limited to foster home group activities.

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<sup>1</sup> [https://www.ada.gov/olmstead/q&a\\_olmstead.htm](https://www.ada.gov/olmstead/q&a_olmstead.htm)

MHS 34 Services include, but are not limited to, the following:

- (1) Crisis stabilization services such as accessing psychiatric, medical, or qualified professional intervention to protect the health and safety of the individual and others;
- (2) Timely, appropriate access to crisis intervention to prevent or reduce acute, emotional distress, which might necessitate psychiatric hospitalization;
- (3) Management of personal money and expenses;
- (4) Supervision of daily living activities and life skills, such as training in nutritional wellness, personal hygiene, clothing care and grooming, communication with social skills, health care, household management, and using community resources to support increasing independence and preparation for living in the most integrated living environment;
- (5) Provision of care including assuming the responsibility for the safety and well-being of the individual;
- (6) Administration and supervision of prescribed and non-prescribed medication;
- (7) Provision of or arrangement for routine medical and emergency transportation;
- (8) Management of aggressive or self-destructive behavior;
- (9) Management of a diet, prescribed by a physician, requiring extra effort or expense in preparation of food; and
- (10) Management of physical or health problems including, but not limited to, seizures, incontinency, diabetes, and pain management.

**b. Performance Requirements**

- (1) Providers of Foster Care MHS 34 Services funded through this Agreement shall comply with OAR 309-040-0300 through 309-040-0455, as such rules may be revised from time to time.
- (2) Prior to commencement of Foster Care MHS 34 Services, County shall develop and submit to OHA, for OHA's review and approval, a personal care plan for the Individual. After commencement of Foster Care MHS 34 Services, County shall require that the Provider of the MHS 34 Services delivers the Services to the Individual in accordance with the Individual's personal care plan. County shall complete a new personal care plan at least annually for each Individual receiving MHS 34 Services funded through this Agreement and revise as necessary.
- (3) County shall assist OHA's function of licensing and certifying homes providing Foster Care MHS 34 Services funded through this Agreement by performing the following tasks within the timelines required by OAR 309-040-0300 through 309-040-0455, as such rules may be revised from time to time:
  - (a) For new licenses and certifications: County shall assist with inspection of the homes, and completion and submission to OHA of the following, as prescribed by OHA:

- i. Foster Home License or Certification Application;
  - ii. Foster Home Inspection Form;
  - iii. Criminal History Check;
  - iv. A letter of support in the form and substance attached as Attachment #1, and
  - v. Any other information necessary for licensing or certifying the residences.
- (b) For renewal of existing licenses and certifications: County shall assist OHA with the completion and submission to OHA of a letter of support in the form and substance attached as Attachment #1, and with inspection of the homes and completion and submission to OHA of the Foster Home License/Certification Evaluation Forms; and
- (c) County shall assist currently-licensed and potential new foster homes providing MHS 34 Services to meet statutory requirements for training and testing by:
- i. Maintaining and distributing copies of OHA’s “Basic Training Course and Self-Study Manual” and associated video tapes; and
  - ii. Making test site(s) available, administering tests provided by OHA, and mailing completed tests promptly to OHA for scoring.

OHA will make the final determination on issuance and renewal of licenses and certifications, based on information submitted by County as required above.

c. **Reporting Requirements**

See Exhibit #, 10.

d. **Financial Assistance Calculation, Disbursement, and Agreement Settlement Procedures**

See Exhibit D, Payment, Settlement, and Confirmation Requirements.

Use Payment and Settlement language.

In addition:

County understands and agrees that funding under Part A or Part C may be reduced by Agreement amendment to the extent County’s billings under MMIS for Part B payments exceed the allocated total aggregated budget as set for in Exhibit C, “Financial Assistance Award;”



# ATTACHMENT #1

Health Systems Division  
500 Summer Street NE E-86  
Salem, OR 97301

Dear HSD Licensing and Certification Unit Manager,

Pursuant to OAR 309-040-0315 (3)(e), I am submitting this letter of support on behalf of [name of CMHP], an authorized designee of the Local Mental Health Authority in [County].

At this time, [name of CMHP] is in support of the operation of [name of AFH] AFH located at [full address of AFH] under the following conditions:

- The provider maintains substantial compliance with all regulations that govern the licensure and safe operation of AFHs.
- The provider ensures the delivery at all times adequate room and board, food, safety and sanitation oversight, compliance with building and maintenance requirements, supervision, and care to vulnerable adults with mental, emotional, or behavioral disorders who reside at the AFH by qualified and approved providers, resident managers, staff, and volunteers.
- The provider timely submits incident reports to the CMHP in accordance with applicable ORS' and OARs.
- The provider complies with any additional requirements or conditions set forth by the Health Systems Division, Oregon Health Authority.

[name of CMHP] will immediately notify HSD when it changes its level of support for the continued operation of or adjusted placement referral decisions associated with [name of AFH] AFH.

[name of CMHP] will immediately notify HSD in writing if CMHP staff become aware of or observe any violations to regulations that govern the health, safety, and welfare of residents who reside at the home.

[name of CMHP] will provide a detailed written summary to HSD (and to the Office of Training, Investigations, and Safety, *formerly OAAPI*) if CMHP staff become aware of or observe any medication errors, inadequate or unsafe physical conditions of the home, unauthorized persons living or sleeping in the home, failure by the AFH provider to timely submit incident reports, suspected abuse or neglect to residents, crimes committed on the property, or in any other situation that jeopardizes the health, safety, and welfare of vulnerable adults who live in and receive services in the home.

Name of the LMHA representative or designee who is signing this letter of support: [name]

Full title of the LMHA representative or designee who is signing this letter of support: [title]

Email of the LMHA representative or designee who is signing this letter of support: [email]

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Signature of the CMHP Director or designee

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Date of signature

34. **Service Name:** **OLDER OR DISABLED ADULT MENTAL HEALTH SERVICES**

Service ID Code: **MHS 35**

**a. Service Description**

Older or Disabled Adult Mental Health Services (MHS 35 Services) are:

- (1) If Specialized Service requirement MHS 35A applies, specialized geriatric mental health Services delivered to older or disabled adults with mental illness, as such Services are further described in the Specialized Service requirement MHS 35A; or
- (2) If Specialized Service requirement MHS 35B applies, residential Services delivered to older or disabled Individuals with serious and persistent mental illness, as such Services are further described in the Specialized Service requirement MHS 35B.

**b. Performance Requirements**

- (1) Funds awarded for MHS 35 Services on lines in Exhibit C, "Financial Assistance Award," containing "35A" in column "Part IV" may only be expended on MHS 35 Services as described in the Specialized Service requirement MHS 35A.
- (2) Funds awarded for MHS 35 Services on lines in Exhibit C, "Financial Assistance Award," containing "35B" in column "Part IV" may only be expended on MHS 35 Services as described in the Specialized Service requirement MHS 35B.

**c. Reporting Requirements**

See Exhibit E, 10.

**d. Special Reporting Requirements**

County shall prepare and electronically submit, to [amhcontract.administrator@state.or.us](mailto:amhcontract.administrator@state.or.us), written quarterly summary financial and program narrative reports on the delivery of Older or Disabled Adult Mental Health Services, no later than 45 calendar days following the end of each subject quarter for which financial assistance is awarded through this Agreement, that are subject to Specialized Service requirements 35A and 35B. Reports must be prepared using forms and procedures prescribed by OHA. Forms are located at <http://www.oregon.gov/OHA/HSD/AMH/Pages/Reporting-Requirements.aspx>.

**e. Financial Assistance Calculation, Disbursement, and Confirmation of Performance and Reporting Procedures**

See Exhibit D, Payment, Settlement, and Confirmation Requirements.

Use Payment and Confirmation language.

In addition:

Upon amendment to the Financial Assistance Award, OHA shall adjust monthly allotments as necessary to reflect changes in the funds shown for Specialized Service requirement MHS 35A Services and Specialized Service requirement MHS 35B Services provided under that line of the Financial Assistance Award.

35. **Service Name:** **PRE-ADMISSION SCREENING AND RESIDENT REVIEW SERVICES (PASRR)**

Service ID Code: **MHS 36**

**a. Service Description**

- (1) Pre-admission Screening and Resident Review Services (MHS 36 Services) are evaluation services delivered to Individuals who are entering a nursing facility where a PASRR level I screen has indicated that they have a serious and persistent mental illness (SPMI), regardless of insurance type or lack of health insurance, or are residing in a nursing home. Eligible populations served are: Medicaid, those uninsured, underinsured, or have exhausted Medicaid Services, Citizen/Alien-Waived Emergent Medical, Medicare, Private Insurance, or Private Pay.
  - (a) Referred for placement in Medicaid-certified long-term care nursing facilities if they are exhibiting symptoms of a serious persistent mental illness; or
  - (b) Residing in Medicaid-certified long-term care nursing facilities and experiencing a significant change in mental health status.
- (2) Pre-admission Screening and Resident Review Services must determine if:
  - (a) Individuals have a serious and persistent mental illness, as defined in OAR 309-032-0860(22); and
  - (b) If those determined to have a serious and persistent mental illness are appropriately placed in a nursing facility or need inpatient psychiatric hospitalization.

**b. Performance Requirements**

- (1) County shall comply with the Nursing Home Reform Act, under the Omnibus Budget Reconciliation Act of 1987 (OBRA 1987), as amended by OBRA 1990, including but not limited to 42 U.S.C. 1396r(e)(7) and OAR 411-070-0043 through 411-070-0045, as such laws and rules may be revised from time to time. County shall maintain a Certificate of Approval in accordance with OAR 309-008-0100 through OAR 309-008-1600, as such rules may be revised from time to time.
- (2) County shall require that all Individuals referred for MHS 36 Services by licensed nursing facilities receive MHS 36 Services review and evaluation.
- (3) All MHS 36 Services paid for through this Agreement must be delivered by a Qualified Mental Health Professional (as defined in OAR 309-039-0510 (10)) or a Licensed Medical Practitioner (as defined in OAR 309-019-0105(61)).

c. **Reporting Requirements**

See Exhibit E, 10.

d. **Special Reporting Requirements**

County shall prepare and electronically submit, to [amhcontract.administrator@state.or.us](mailto:amhcontract.administrator@state.or.us), written forms HSD 0438 and HSD 0440, no later than 21 calendar days following each review for which financial assistance is awarded through this Agreement. Reports must be prepared using forms and procedures prescribed by OHA. Forms are located at <http://www.oregon.gov/OHA/HSD/AMH/Pages/Reporting-Requirements.aspx>.

e. **Financial Assistance Calculation, Disbursement, and Confirmation of Performance and Reporting Procedures**

See Exhibit D, Payment, Settlement, and Confirmation Requirements.

Use Payment and Confirmation language.

In addition:

County understands and agrees that funding under Part C may be reduced by Agreement amendment to the extent County's billings under MMIS for Part B payments exceed the allocated total aggregated budget as set for in Exhibit C, "Financial Assistance Award".

36. **Service Name:** START-UP

Service ID Code: MHS 37

a. **Service Description**

The funds awarded for MHS 37 – Start-Up must be used for Start-Up activities as described in a special condition in Exhibit C, “Financial Assistance Award,” and Exhibit K, “Start-Up Procedures.” For purposes of this special project description, Start-Up activities are activities necessary to begin, expand, or improve mental health services. These expenses are distinct from routine operating expenses incurred in the course of providing ongoing services. Notwithstanding the description of the Start-Up activities in a special condition, funds awarded for MHS 37 may not be used for real property improvements of \$10,000 and above. When OHA funds in the amount of \$10,000 and above are to be used for purchase or renovation of real property, County shall contact the Housing Development Unit of OHA and follow the procedures as prescribed by that unit.

MHS 37 funds are typically disbursed prior to initiation of services and are used to cover approved, allowable Start-Up expenditures, as described in Exhibit J, that will be needed to provide the services planned and delivered at the specified site(s).

b. **Performance Requirements**

The funds awarded for MHS 37 must be expended only in accordance with Exhibit K, “Start-Up Procedures,” which is incorporated herein by this reference.

c. **Special Reporting Requirements**

Using the OHA prescribed “Start-Up Request & Expenditure Form,” the County shall prepare and electronically submit, to [amhcontract.administrator@state.or.us](mailto:amhcontract.administrator@state.or.us), a request for disbursement of allowable Start-Up funds as identified in a special condition in a particular line of Exhibit C, “Financial Assistance Award.” The reports must be prepared in accordance with forms prescribed by OHA and the procedures described in Exhibit K, “Start-Up Procedures.” Forms are located at <http://www.oregon.gov/OHA/HSD/AMH/Pages/Reporting-Requirements.aspx>.

d. **Financial Assistance Calculation, Disbursement, and Agreement Settlement Procedures**

See Exhibit D, Payment, Settlement, and Confirmation Requirements.

Use Payment and Settlement language

37. **Service Name:** SUPPORTED EMPLOYMENT SERVICES  
**Service ID Code:** MHS 38

a. **Service Description**

- (1) Provide Individual Placement and Support (IPS) Supported Employment Services (MHS 38 Services) consistent with the Dartmouth IPS Supported Employment Fidelity Model. The IPS Fidelity Manual, published by Dartmouth Psychiatric Research Center, incorporated by reference herein, can be found in the IPS Employment Center's Document Library, at: <https://ipsworks.org/index.php/library/>, or at the following link: [https://ipsworks.org/wp-content/uploads/2017/08/ips-fidelity-manual-3rd-edition\\_2-4-16.pdf](https://ipsworks.org/wp-content/uploads/2017/08/ips-fidelity-manual-3rd-edition_2-4-16.pdf).
- (2) **Definitions:**
- (a) **Competitive Integrated Employment** means full-time or part time work: at minimum wage or higher, at a rate that is not less than the customary rate paid by the employer for the same or similar work performed by other employees who are not individuals with disabilities, and who are similarly situated in similar occupations by the same employer and who have similar training, experience, and skill; with eligibility for the level of benefits provided to other employees; at a location where the employee interacts with other persons who are not individuals with disabilities (not including supervisory personnel or individuals who are providing services to such employee) to the same extent that individuals who are not individuals with disabilities and who are in comparable positions interact with other persons; and as appropriate, presents opportunities for advancement that are similar to those for other employees who are not individuals with disabilities and who have similar positions.
- (b) **Division Approved Reviewer** means the Oregon Supported Employment Center of Excellence (OSECE). OSECE is OHA's contracted entity responsible for conducting Supported Employment fidelity reviews, training, and technical assistance to support new and existing Supported Employment Programs statewide.
- (c) **Supported Employment Services** are individualized Services that assist Individuals to obtain and maintain integrated, paid, competitive employment. Supported Employment Services are provided in a manner that seeks to allow Individuals to work the maximum number of hours consistent with their preferences, interests, and abilities and are individually planned, based on person-centered planning principles and evidence-based practices.

**b. Performance Requirements**

County shall provide MHS 38 Services in a manner that is consistent with fidelity standards established in OAR 309-019-00270 through 309-019-0295 and is consistent with County's Local Plan as per ORS 430.630. If County lacks qualified Providers to deliver MHS 38 Services, County shall implement a plan, in consultation with their respective CCO and OHA, to develop a qualified Provider network for Individuals to access MHS 38 Services. MHS 38 Services must be provided by Providers meeting Supported Employment fidelity scale standards.

**c. Reporting Requirements**

See Exhibit E, 10.

**d. Special Reporting Requirements**

County shall prepare and electronically submit, to [amhcontract.administrator@dhsosha.state.or.us](mailto:amhcontract.administrator@dhsosha.state.or.us), written quarterly summary reports on the delivery of MHS 38 Services no later than 45 calendar days following the end of each subject quarter for which financial assistance is awarded through this Agreement. Reports must be prepared using forms and procedures prescribed by OHA. Forms are located at

<http://www.oregon.gov/OHA/HSD/AMH/Pages/Reporting-Requirements.aspx>

(a) A Provider delivering MHS 38 Services with funds provided through this Agreement may not use funds to deliver covered Services to any individual known to be enrolled in the Oregon Health Plan at the time Services are delivered.

(b) Quarterly reports shall include, but are not limited to:

- i. Individuals with Serious and Persistent Mental Illness (SPMI) who receive MHS 38 Services and are employed in Competitive Integrated Employment, as defined above; and
- ii. Individuals with SPMI who no longer receive MHS 38 Services and are employed in competitive integrated employment without currently receiving supportive services from a supported employment specialist; and
- iii. Individuals with SPMI who received MHS 38 Services as part of an Assertive Community Treatment (ACT) Program.

**e. Financial Assistance Calculation, Disbursement, and Confirmation of Performance and Reporting Requirements**

See Exhibit D, Payment, Settlement, and Confirmation Requirements. Use Payment and Confirmation language.

**38. Service Name: PROJECTS FOR ASSISTANCE IN TRANSITION FROM HOMELESSNESS (PATH) SERVICES**

Service ID Code: MHS 39

**a. Service Description**

The goal of the Projects for Assistance in Transition from Homelessness (PATH) Services program is to reduce or eliminate homelessness for Individuals with Serious Mental Illness (SMI), as defined in OAR 309-036-0105(11), and co-occurring Substance Use Disorders (SUD) who experience homelessness or are at imminent risk of becoming homeless. PATH funds are used to provide a menu of allowable Services, prioritizing street outreach, case management, and Services which are not supported by mainstream Mental Health programs. Through its Services, PATH links a vulnerable population who experience persistent and pervasive health disparities to mainstream and other supportive Services. Collectively these efforts help homeless Individuals with SMI secure safe and stable housing, improve their health, and live a self-directed, purposeful life.

Eligible Services, not otherwise covered by another resource, are as follows:

- (1) Outreach services;
- (2) Screening and diagnostic treatment services;
- (3) Habilitation and rehabilitation services;
- (4) Community mental health services;
- (5) Substance use disorder treatment services;
- (6) Staff training, including the training of individuals who work in shelters, mental health clinics, substance abuse programs, and other sites where Individuals who are homeless require Services;
- (7) Case management services, including:
  - (a) Preparing a plan for the provision of community mental health and other supportive services to the eligible Individual and reviewing such plan not less than once every three months;
  - (b) Providing assistance in obtaining and coordinating social and maintenance services for eligible Individuals, including services relating to daily living activities, personal financial planning, transportation services, habilitation and rehabilitation services, prevocational and vocational services, and housing services;
  - (c) Providing assistance to eligible Individuals in obtaining income support services, including housing assistance, Supplemental Nutrition Assistance Program (SNAP) benefits, and supplemental securing income benefits;
  - (d) Referring eligible Individuals for such other services as may be appropriate; and



- (e) Providing representative payee services in accordance with Section 1631(a)(2) of the Social Security Act if the eligible Individual is receiving aid under title XVI of such Act and if the representative payee applicant is designated by the Secretary of the Social Security Administration to provide such services.
- (8) Supportive and supervisory services in residential settings;
- (9) Referrals for primary health services, job training, educational services, and relevant housing services; and
- (10) No more than 20% of PATH funds allocated through MHS 39 shall be expended for housing services as specified in 42 U.S.C. § 290cc-22(b)(10), which are:
  - (a) Minor renovation, expansion, and repair of housing;
  - (b) Planning of housing;
  - (c) Technical assistance in applying for housing assistance;
  - (d) Improving the coordination of housing services;
  - (e) Security deposits;
  - (f) Costs associated with matching eligible homeless Individuals with appropriate housing situations; and
  - (g) One-time rental payments to prevent eviction.

In order to proactively and comprehensively address the spectrum of Service needs for Individuals who experience chronic homelessness, OHA strongly encourages recipients of MHS 39 funds to use PATH funds to prioritize provision of street outreach, coupled with case management, to the most vulnerable adults who are literally and chronically homeless.

**b. Performance Requirements**

Providers of MHS 39 Services funded through this Agreement shall comply with OAR 309-032-0301 through 309-032-0351, as such rules may be revised from time to time.

Services provided must be eligible services in accordance with 42 U.S.C. § 290cc-22(b).

Providers of MHS 39 Services funded through this Agreement shall:

- (1) Use third party and other revenue realized from provision of Services to the extent possible;
- (2) Implement policies and procedures to prioritize use of other available funding sources for PATH Services;
- (3) Assist PATH-eligible Individuals in applying for benefits for which they may be eligible for or entitled to, including but not limited to:
  - (a) Social Security Insurance (SSI)/Social Security Disability Insurance (SSDI) or other financial assistance;
  - (b) Medicaid or Medicare;

- (c) Veterans Administration Benefits; and
  - (d) SNAP.
- (4) Assist OHA, upon request, in the development of an annual application requesting continued funding for MHS 39 Services, including the development of a budget and an intended use plan for PATH funds consistent with federal requirements in accordance with 42 U.S.C. § 290cc-21; and
- (5) Provide, at a minimum, the following:
- (a) At least 58% of PATH-eligible Individuals contacted through outreach must be enrolled in PATH Services;
  - (b) At least 85% of Individuals served must be PATH-eligible and not currently enrolled in community mental health services;
  - (c) Of the total Individuals who are PATH-enrolled, 75% must be transitioned into permanent housing unless waived in writing by the OHA Contract Administrator based on documented lack of affordable housing resources in the PATH Provider's identified service area;
  - (d) Of the total Individuals who are PATH-enrolled, 100% must be engaged in community mental health services;
  - (e) Active participation in the local Continuum of Care;
  - (f) Attendance at semi-annual PATH Provider meetings;
  - (g) Attendance at PATH Technical Assistance trainings as requested by OHA;
  - (h) Development of an annual PATH intended use plan including a line item budget and budget narrative using forms and templates provided by OHA;
  - (i) Participation in annual PATH program site reviews conducted by OHA; and
  - (j) Participation in federal site reviews as needed or requested by OHA.
- (6) Service Providers who are recipients of MHS 39 funds must match directly or through donations from public or private entities, non-federal contributions toward such costs in an amount that is not less than \$1 for each \$3 of federal PATH funds allocated through MHS 39.
- (a) Non-federal contributions required may be in cash or in-kind, fairly evaluated, including plant, equipment, or services.
  - (b) Funding provided by the federal government, or services assisted or subsidized to any significant extent by the federal government, shall not be included in non-federal contributions.

c. **Reporting Requirements**

See Exhibit E, 10.

d. **Special Reporting Requirements**

County shall prepare and electronically submit, to [amhcontract.administrator@state.or.us](mailto:amhcontract.administrator@state.or.us), written quarterly and yearly reports on the delivery of PATH Services, no later than 45 calendar days after the end of each subject quarter or year for which financial assistance is awarded through this Agreement. Reports must be prepared using forms and procedures prescribed by OHA. Forms are located at <http://www.oregon.gov/OHA/HSD/AMH/Pages/Reporting-Requirements.aspx>.

Each report shall provide the following information:

- (1) All Individuals receiving MHS 39 Services provided through this Agreement shall be enrolled and that Individual's record maintained in the Homeless Management Information Systems (HMIS).
- (2) Quarterly written reports documenting PATH eligible expenditures shall be electronically submitted to [amhcontract.adminiatrator@state.or.us](mailto:amhcontract.adminiatrator@state.or.us).

Quarterly and annual reports documenting actual utilization and demographic data submitted through the PATH Data Exchange at <https://www.pathpdx.org>.

e. **Financial Assistance Calculation, Disbursement, and Confirmation of Performance and Reporting Requirements Procedures**

See Exhibit D, Payment, Settlement, and Confirmation Requirements

Use Payment and Confirmation language.

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

**EXHIBIT B-2  
SPECIALIZED SERVICE REQUIREMENTS**

Not all Services described in Exhibit B-2 may be 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.

1. Service Name: **PEER DELIVERED SERVICES (PDS)**

Service ID Code: **MHS 16**

Specialized Service: **VETERANS**

Exhibit B-2 Code: 16A

a. **Service Description** (exceeding Section 1, MHS 16)

Contractor shall:

- (1) Hire, train, and supervise Peer Support Specialists (PSS) or Peer Wellness Specialists (PWS) with significant prior or current military experience;
- (2) Require that PSS or PWS acquire and maintain certification with the Oregon Health Authority, Traditional Health Worker registry, including those who identify as military veterans with current behavioral health needs;
- (3) Provide PDS in a culturally competent manner as defined in OAR 410-180-0300 through 410-180-0380 to Individuals who identify as military veterans with behavioral health needs. Activities may include, but are not limited to:
  - (a) 1:1 peer support;
  - (b) Systems navigation;
  - (c) Facilitation of support and education groups;
  - (d) Outreach; and
  - (e) Community education.
- (4) Provide program participants with funds or material supports needed to eliminate barriers to accessing health care services which will improve the veteran's behavioral health, support treatment plans, or support the veteran's recovery, or community engagement; and
- (5) Engage and serve a minimum of 25 veterans annually.

b. **Performance Requirements** (exceeding Section 2, MHS 16)

None

c. **Special Reporting Requirements** (exceeding Section 3, MHS 16)

Prepare and electronically submit to [amhcontract.administrator@state.or.us](mailto:amhcontract.administrator@state.or.us) quarterly reports no later than 45 calendar days following the end of each subject quarter during the period for which financial assistance is awarded through this Agreement. Reports must be prepared using forms and procedures prescribed by OHA. Forms are located at <http://www.oregon.gov/OHA/HSD/AMH/Pages/Reporting-Requirements.aspx>.

The following information shall be provided for each report:

- (1) Number of veterans served annually on a regular basis as shown by being enrolled in peer services, and making use of peer supports on a weekly basis;
- (2) Number of veterans offered the pre and post survey supplied by OHA;
- (3) Number of veterans completing the pre and post survey;

- (4) Survey responses for all completed surveys; and
- (5) Narrative description of program progress, successes, and barriers.

The following is an optional item to report:

- (a) Recommendations for programs in the future which may seek to build on and scale this pilot model.

(4) **Financial Assistance Calculation, Disbursement, and Confirmation of Performance and Reporting Requirements Procedures (exceeding Section 4, MHS 16)**

None

2. Service Name: **NON-RESIDENTIAL MENTAL HEALTH SERVICES**

**FOR YOUTH & YOUNG ADULTS IN TRANSITION**

Service ID Code: **MHS 26**

Specialized Service: **EARLY ASSESSMENT AND SUPPORT ALLIANCE (EASA)**

Exhibit B-2 Code: **26A**

**a. Service Description** (exceeding Section 1, MHS 26)

Early Assessment and Support Alliance (EASA) is a transitional, coordinated specialty care program, serving young Individuals experiencing symptoms consistent with a diagnosable psychotic disorder or at clinical high risk for such, for approximately 2 years.

Services are described in the EASA Practice Guideline (Melton, R.P., Penkin, A., Hayden-Lewis, K., Blea, P., Sisko, R., & Sale, T. (2013), incorporated by reference herein.

**(1) Definitions:**

- (a) Multi-Family Groups** means multi-family groups are a preferred method of treatment for most Individuals and their families/support system (McFarlane, 2002). Where Multi-Family Groups are not available, single family groups can be offered following the same format. Fidelity to Multi-Family Groups standards in each of the key stages is critical: joining sessions, family workshops, and carefully structured initial and ongoing problem solving sessions.
- (b) Participatory Decision Making** means Individuals and family/primary support system involved in service planning, delivery, monitoring, and evaluation seem to facilitate the development of ongoing services that are accessible and culturally appropriate for them and may result in more responsive treatment providers, better quality of care, and more empowered Individuals and primary family/primary support system (McGorry et al., 2010).
- (c) Psycho-education** means aiming to develop a shared and increased understanding of the illness and recovery process for both the Individual and the family/support system. Specific attention is given to cultural values and norms of an audience and broad accessibility to this information is essential (EASA Fidelity Guidelines, 2013).
- (d) Psychosis-Risk Syndrome** means Schizophrenia-related conditions frequently have a gradual onset. Neurocognitive, sensory, perceptual, and affective changes, usually accompanied by a decline in functioning, characterize the at-risk mental state. Identifying, monitoring, and providing needs-based care during a potential psychosis-risk mental state is optimal. The evidence regarding the effectiveness of specific interventions (therapy, medications, etc.) remains preliminary. It is measured by the Structured Interview for Psychosis-Risk syndrome (SIPS), performed by a skilled diagnostician certified in the tool (McGlashan, Walsh, & Woods, 2010), incorporated by reference herein.

- (e) **Community Education** means a core element of early intervention services is a proactive and ongoing campaign to increase early identification and the speed and number of early referrals and reduce attitudinal barriers about schizophrenia-related conditions. This reduces the duration of untreated psychosis. Specific attention is given to cultural values and norms of an audience and broad accessibility to this information is essential (EASA Fidelity Guidelines, 2013).

(2) **Performance Requirements** (exceeding Section 2, MHS 26)

County shall provide Services to eligible Individuals as listed below, subject to the availability of funds:

- (a) **Eligible Population**: EASA Services are to be provided to Individuals ages 12 through 27 years of age whom:
  - i. Have an IQ of 70 or above;
  - ii. Have not had a diagnosable psychotic disorder other than psychosis-risk syndrome, identified by the Structured Interview for Psychosis Risk Syndrome (SIPS) or other C4E approved formal assessment, for a period longer than 12 months; and
  - iii. Have psychotic symptoms not known to be caused by the temporary effects of substance intoxication, major depression, or attributable to a known medical condition.
- (b) Access to EASA across all referral sources: emergency departments, hospitals, community partners, schools, and families, regardless of ability to pay. Upon referral, contact shall be made by EASA staff with the Individual (and family) within 24-48 hours in a location that best suits the Individual. Individuals are enrolled in EASA once they are determined to have met the eligibility criteria and agree they are comfortable with the program;
- (c) Services intended to be a transitional coordinated specialty care service, designed to last an average of 2 years. An Individual's Services can be flexible with the timing of the transition, based on the needs of the Individual, their family, and the Individual's progress and goals;
- (d) Services rendered based on the needs of the Individual and their family as frequently as needed to optimize the EASA program's support and impact. EASA teams should provide access to crisis services for the EASA Individual, family, and primary supports.
- (e) Provide Services as described in the EASA Practice Guidelines (Melton, R.P., Penkin, A., Hayden-Lewis, K., Blea, P., Sisko, R., & Sale, T. (2013).
- (f) Provide technologically-based support to EASA participants that include, but are not limited to, text messaging, email, and telemedicine in order to communicate and facilitate Services.
- (g) The EASA team works with people in five phases: Assessment and stabilization, adaptation, consolidation, transition, and post-graduation.
  - i. Phase 1 (up to 6 months): Assessment and stabilization: Outreach, engagement, assessment, initiation of medical treatment (including psychosis and alcohol/drug dependency), identification of strengths,



resources, needs, and goals, start of multi-family groups, stabilization of current situation.

- ii.** Phase 2 (approximately 6 months): Adaptation: More extensive education to the individual and family/primary support system, address adaptation issues, refine/test the relapse plan, move forward on living and/or vocational goals, identify accommodations as needed at work or school, identify and develop stable long-term economic and social support, provide opportunities for peer involvement, physical fitness, etc.
  - iii.** Phase 3 (approximately 6 months): Consolidation: Continue multi-family group, vocation support and individual treatment, work toward personal goals, develop a relapse prevention and long-term plan.
  - iv.** Phase 4 (approximately 6 months): Transition: Maintain contact with EASA Team, continue multi-family group, participate in individual and group opportunities, establish ongoing treatment relationship and recovery plan.
  - v.** Phase 5: Post-graduation: Continue multi-family group (in some situations), continue with ongoing providers, invitation to participate in events and mentoring, EASA planning/development activities, and periodic check-ins and problem solving as needed.
- (h)** Within and in addition to the phases described above, the following elements are part of the successful delivery of the EASA model and implementation of the EASA program:
- i.** Rapid access to psychiatric and counseling services;
  - ii.** Education about causes, treatment, and management of psychosis and explanations about potential causes for the onset of symptoms;
  - iii.** Coaching on rights regarding access to employment, school, housing, and additional resources;
  - iv.** Single family psycho-education and multi-family groups;
  - v.** Support for vocational education and independent living goals consistent with IPS framework;
  - vi.** Access to licensed medical psychiatric care, health related nursing care, mental health treatment, case management, supported education and employment, peer support for young adult and family, and occupational therapy or skill development;
  - vii.** Provision of substance use disorder treatment within the team
  - viii.** Peer support (peers having lived experience with psychosis preferred regardless of age), participatory decision-making, and meaningful young adult engagement in program, community, and leadership activities as an EASA program component, and;
  - ix.** Community-education.

- (i) Setting(s) for Service Delivery: Determined by the needs and goals of the Individual and their circumstances.
- (j) Recommended Staff and Staff Training: EASA team members include licensed medical providers (LMP's), nurses, staff trained in case management and care coordination, staff qualified to provide occupational therapy and associated skill training, mental health therapists, mental health screeners, peer support specialists, supported education and employment specialists.
- (k) EASA services and supports must be provided by staff that enable the team/provider to meet or pursue fidelity standards located at <http://www.easacommunity.org>. If County lacks qualified providers to deliver EASA services and supports, a plan to adjust the model will be developed with the EASA Center for Excellence staff and OHA.

(l) Additional Licensing or Certification Requirements:

The assessment for EASA Services and supports must be provided by Providers that meet fidelity standards, located at <http://www.easacommunity.org/PDF/Practice%20Guidelines%202013.pdf>. If County lacks qualified Providers to deliver EASA Services and supports, County shall implement a plan, in consultation with OHA, to develop a qualified Provider network for Individuals to access EASA Services.

EASA-specific training requirements and opportunities are listed on the EASA Center for Excellence website: <http://www.easacommunity.org>.

- (m) Staff working in the programs must have training in suicide prevention and intervention strategies and Trauma Informed Care and be provided with ongoing maintenance of the skills and practice associated with these approaches.

(3) Special Reporting Requirements (exceeding Section 4, MHS 26)

Forms are located at <http://www.oregon.gov/OHA/HSD/AMH/Pages/Reporting-Requirements.aspx>.

Counties providing EASA Services shall submit data quarterly, directly into the Oregon Health & Science University (OHSU) EASA RedCap Data System.

Instructions for data entry into RedCap are located at

<http://www.easacommunity.org/resources-for-professionals.php> and individual provider entry is located at <https://octri.ohsu.edu/redcap/>. Quarterly data shall be submitted no later than 45 calendar days following the end of each subject quarter for which financial assistance is awarded through this Agreement.

Data collected through RedCap will reflect outreach, referral, intake and outcome-based measures. The outcome measures will be determined based on fidelity guidelines as stated above and best practices for First Episode of Psychosis treatment.

(4) Financial Assistance Calculation, Disbursement, and Agreement Settlement Procedures (exceeding Section 5, MHS 26)

None.

3. Service Name: **RESIDENTIAL TREATMENT SERVICES**

Service ID Code: **MHS 28**

Specialized Service: **SECURE RESIDENTIAL TREATMENT FACILITY**

Exhibit B-2 Code: **28A**

a. **Service Description and Performance Requirements** (exceeding Exhibit B-1, MHS 28)

- (1) Funds awarded for MHS 28 Services that are identified in Exhibit C, “Financial Assistance Award,” as subject to this Specialized Service Requirement, may only be expended on MHS 28 Services that are delivered in Secure Residential Treatment Facilities (SRTF) (as defined in OAR 309-035-0105(60)) to Individuals discharged from state psychiatric hospitals or local acute psychiatric programs who have behaviors that are eminently harmful to themselves or others. In addition to the Services otherwise described in the MHS 28 Service Description, MHS 28 Services delivered with funds provided through this Agreement and subject to this Specialized Service Requirement include the following:
  - (a) A Class 1 facility (as described in OAR 309-033-0520 (2)) is approved to:
    - i. Be locked to prevent a person from leaving the facility;
    - ii. Use seclusion and restraint; and
    - iii. Involuntarily administer psychiatric medication.
  - (b) A Class 2 facility (as described in OAR 309-033-0520 (3)) is approved to be locked to prevent a person from leaving the facility.
- (2) Providers of MHS 28 Services delivered with funds provided through this Agreement that are subject to this Specialized Service Requirement shall:
  - (a) Comply with OAR 309-035-0100 through 309-035-0190, as such rules may be revised from time to time;
  - (b) Deliver the Services in a facility that is residential in nature and as homelike as possible but whose buildings and grounds are locked to prevent free egress by Individuals receiving Services at the facility, in compliance with Building Code and Uniform Fire Code provisions; and
  - (c) Deliver the Services in a facility staffed with a combination of on-site Qualified Mental Health Professionals (as defined in OAR 309-039-0510(10)), Qualified Mental Health Associates (as defined in OAR 309-039-0510(9)), and other staff sufficient to meet the security, behavioral, recreational, and mental health needs of Individuals, as identified in their service plans, on a 24-hour basis.

b. **Reporting Requirements** (exceeding Exhibit B-1, MHS 28)

Providers of MHS 28 Services delivered with funds provided under this Agreement that are subject to this Specialized Service Requirement shall provide data related to the assessment of outcomes of such Services, as such data may be reasonably requested by OHA.

c. **Financial Assistance Calculation, Disbursement, and Agreement Settlement Procedures** (exceeding Exhibit B-1, MHS 28)

None.

4. Service Name: **OLDER OR DISABLED ADULT MENTAL HEALTH SERVICES**  
Service ID Code: **MHS 35**  
Specialized Service: **GERO-SPECIALIST**  
Exhibit B-2 Code: **35A**

a. **Service Description** (exceeding Exhibit B-1, MHS 35)

Older or Disabled Adult Mental Health Services (MHS 35) Specialized Service requirement (MHS 35A) are mental health services delivered directly or indirectly to older or disabled adults with mental illness.

b. **Performance Requirements** (exceeding Exhibit B-1, MHS 35)

The funds awarded for MHS 35A Services may only be expended on community based direct and indirect care services for older or disabled adults with mental illness who are determined eligible. Such direct services include, but are not limited to, medication management, quarterly interagency staffing, follow-up services after treatment in local or state inpatient psychiatric hospitals, and screenings and referrals. Indirect care services include, but are not limited to, consultation, assistance working with multiple systems, case coordination, planning, supporting interagency collaboration, and education and training to agencies and caregivers who provide services that may affect older and disabled adults with mental illness.

If indirect care services, as described above, are delivered with MHS 35A funds provided through this Agreement, those services must be available to all relevant agencies and caregivers in the geographic area served by the CMHP and must be coordinated to include, but not limited to, Aging and People with Disabilities (APD), Department of Human Services (DHS)'s Aging and Disabilities Resource Connection, DHS's Adult Protective Services, CCOs, CMHPs, Acute care hospitals, Oregon State Hospital, caregivers, community partners, family members, and any other appropriate participants in client care.

All MHS 35A Services delivered with funds provided through this Agreement for direct care services must either be supervised or delivered by a Qualified Mental Health Professional, as defined in OAR 309-039-0510 (10), and in compliance with OAR 309-032-0301 through 309-032-0890 Standards for Adult Mental Health Services, as such rules may be revised from time to time. Qualified Mental Health Professionals and any designated Qualified Mental Health Associates, as defined in OAR 309-039-0510 (9), delivering such services must have a background with the older and disabled adult population or be participating in relevant training programs to acquire such knowledge.

Providers of MHS 35 Services delivered with funds provided through this Agreement that are subject to this Specialized Service requirement shall provide the following:

- (1) Regular access to a psychiatrist or nurse practitioner for case and medication review for Individuals receiving direct care MHS 35 Services;
- (2) Regular participation in interdisciplinary team meetings with APD staff or contractors serving Individuals receiving direct care MHS 35 Services;
- (3) Discharge assistance (from in-patient psychiatric hospitals) and provide or arrange for short term follow-up services for Individuals receiving MHS 35 Services;

- (4) Be available to County crisis team and DHS's Adult Protective Services for consultation on geriatric cases;
- (5) Regular collaboration with APD, DHS's Aging and Disabilities Resource Connection, CMHPs, Acute care hospitals, Oregon State Hospital, living facilities, families, and others as appropriate;
- (6) Indirect services shall include, but not be limited to, prevention, planning, coordination, education, and assistance with urgent placement services;
- (7) Oversight, support, and inter-agency coordination and collaboration for substance abuse treatment and prevention with older and disabled adults; and
- (8) Have the experience, knowledge, and authority to effect change, make recommendations, and communicate to leadership.

c. **Special Reporting Requirements** (exceeding Exhibit B-1, MHS 35)

None

d. **Financial Assistance Calculation, Disbursement, and Agreement Settlement Procedures** (exceeding Exhibit B-1, MHS 35)

None

5. Service Name: **OLDER OR DISABLED ADULT MENTAL HEALTH SERVICES**  
Service ID Code: **MHS 35**  
Specialized Service: **APD RESIDENTIAL**  
Exhibit B-2 Code: **35B**

a. **Service Description** (exceeding Exhibit B-1, MHS 35)

Older or Disabled Adult Mental Health Services (MHS 35 Services) Specialized Service requirements (MHS 35B Services) are residential services delivered directly or indirectly to Individuals with serious and persistent mental illness.

b. **Performance Requirements** (exceeding Exhibit B-1, MHS 35)

Providers of MHS 35B Services delivered with funds provided through this Agreement shall, with respect to each Individual receiving MHS 35B Services, enter into and maintain a written agreement with DHS's Aging and People with Disabilities (APD) Program that addresses: approval of APD or its designee for the placement; the services to be provided by each entity; an annual review of treatments and services provided; and the appropriateness of the placement. In addition, an annual referral for APD eligibility is required, or earlier if there is a significant change in the Individual's physical status.

The funds awarded for MHS 35B Services may only be expended on residential services for older and disabled adults with serious and persistent mental illness, who are determined not eligible for services under the Older Americans Act of 1965 as amended, yet would benefit from residential services from APD and meet service need eligibility for Medicaid financed residential services under OAR 411-015-0000 through 411-015-0100 and are residing in a facility whose operator is licensed by APD and has contracted with APD to deliver residential services to specified Individuals.

c. **Special Reporting Requirements** (exceeding Exhibit B-1, MHS 35)

None

d. **Financial Assistance Calculation, Disbursement, and Agreement Settlement Procedures** (exceeding Exhibit B-1, MHS 35)

None.

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

**EXHIBIT C  
FINANCIAL ASSISTANCE AWARD**

MOD#: \_\_\_\_\_

CONTRACT#: \_\_\_\_\_ CONTRACTOR: \_\_\_\_\_

INPUT CHECKED BY: \_\_\_\_\_ DATE CHECKED: \_\_\_\_\_

COLUMN HEADERS:

<u>SE#</u>	<u>FUND</u>	<u>PROJ CODE</u>	<u>CPMS</u>	<u>PROVIDER</u>	<u>EFFECTIVE DATES</u>
<u>SLOT CHANGE / TYPE</u>	<u>RATE</u>	<u>OPERATING DOLLARS</u>	<u>STARTUP DOLLARS</u>	<u>PART ABC</u>	<u>PART IV</u>
<u>PAAF CD</u>	<u>BASE</u>	<u>CLIENT CODE</u>	<u>SP#</u>		

MODIFICATION INPUT REVIEW REPORT

MOD#: A0000

CONTRACT#: 166052

CONTRACTOR: MORROW COUNTY

INPUT CHECKED BY: \_\_\_\_\_ DATE CHECKED: \_\_\_\_\_

SE#	FUND CODE	PROJ	CPMS PROVIDER	EFFECTIVE DATES	SLOT CHANGE/TYPER	RATE	OPERATING DOLLARS	STARTUP PART DOLLARS ABC	PART IV	PAAF CD	BASE	CLIENT CODE	SP#
FISCAL YEAR: 2020-2021													
3	888	GALA03	MORROW CO.	1/1/2021 - 6/30/2021	0 /NA	\$0.00	\$461.00	\$0.00	A	1	Y		1
							<u>\$461.00</u>	<u>\$0.00</u>					
TOTAL FOR SE# 3													
63	STD	BASEAD	MORROW CO.	1/1/2021 - 6/30/2021	0 /NA	\$0.00	\$3,965.00	\$0.00	A	1	Y		
							<u>\$3,965.00</u>	<u>\$0.00</u>					
TOTAL FOR SE# 63													
65	424	IDPF	MORROW CO.	1/1/2021 - 6/30/2021	0 /NA	\$0.00	\$6,250.00	\$0.00	C	1	Y		2
							<u>\$6,250.00</u>	<u>\$0.00</u>					
TOTAL FOR SE# 65													
66	520	BASEAD	MORROW CO.	1/1/2021 - 6/30/2021	0 /NA	\$0.00	\$13,753.80	\$0.00	A	1	Y		4
66	560	4143EX	MORROW CO.	1/1/2021 - 6/30/2021	0 /NA	\$0.00	\$0.00	\$0.00	A	1	N		3
66	STD	BASEAD	MORROW CO.	1/1/2021 - 6/30/2021	0 /NA	\$0.00	\$16,101.96	\$0.00	A	1	Y		4
							<u>\$29,855.76</u>	<u>\$0.00</u>					
TOTAL FOR SE# 66													
80	888	GAMBL	MORROW CO.	1/1/2021 - 6/30/2021	0 /NA	\$0.00	\$5,000.00	\$0.00	A	1	Y		
							<u>\$5,000.00</u>	<u>\$0.00</u>					
TOTAL FOR SE# 80													
81	888	GAMBL	MORROW CO.	1/1/2021 - 6/30/2021	0 /NA	\$0.00	\$8,375.00	\$0.00	A	1	Y		
							<u>\$8,375.00</u>	<u>\$0.00</u>					
TOTAL FOR SE# 81													
TOTAL FOR 2020-2021							<u>\$53,906.76</u>	<u>\$0.00</u>					
FISCAL YEAR: 2021-2022													
66	560	4143EX	MORROW CO.	7/1/2021 - 9/31/2021	0 /NA	\$0.00	\$0.00	\$0.00	A	1	N		3
							<u>\$0.00</u>	<u>\$0.00</u>					
TOTAL FOR SE# 66													
3	888	GALA03	MORROW CO.	7/1/2021 - 12/31/2021	0 /NA	\$0.00	\$461.00	\$0.00	A	1	Y		1
							<u>\$461.00</u>	<u>\$0.00</u>					
TOTAL FOR SE# 3													
BASEAD MORROW CO.													



MODIFICATION INPUT REVIEW REPORT

MOD#: A0000

CONTRACT#: 166052

CONTRACTOR: MORROW COUNTY

INPUT CHECKED BY: \_\_\_\_\_ DATE CHECKED: \_\_\_\_\_

SE#	FUND	CODE	CPMS	PROVIDER	EFFECTIVE DATES	SLOT CHANGE/TYPE	RATE	OPERATING DOLLARS	STARTUP PART DOLLARS ABC	PART IV	PAAF CD	BASE	CLIENT CODE	SP#
FISCAL YEAR: 2021-2022														
63	STD	-0-			7/1/2021 - 12/31/2021	0 /NA	\$0.00	93,965.00	\$0.00	A	1	Y		
								<u>93,965.00</u>	<u>\$0.00</u>					
TOTAL FOR SE# 63														
65	YDPF	424	-0-	MORROW CO.	7/1/2021 - 12/31/2021	0 /NA	\$0.00	96,250.00	\$0.00	C	1	Y		2
								<u>96,250.00</u>	<u>\$0.00</u>					
TOTAL FOR SE# 65														
66	BASEAD	520	-0-	MORROW CO.	7/1/2021 - 12/31/2021	0 /NA	\$0.00	13,753.80	\$0.00	A	1	Y		4
66	BASEAD	STD	-0-	MORROW CO.	7/1/2021 - 12/31/2021	0 /NA	\$0.00	16,101.96	\$0.00	A	1	Y		4
								<u>13,753.80</u>	<u>\$0.00</u>					
TOTAL FOR SE# 66								<u>29,855.76</u>	<u>\$0.00</u>					
80	GAMEL	888	-0-	MORROW CO.	7/1/2021 - 12/31/2021	0 /NA	\$0.00	5,000.00	\$0.00	A	1	Y		
								<u>5,000.00</u>	<u>\$0.00</u>					
TOTAL FOR SE# 80														
81	GAMEL	888	-0-	MORROW CO.	7/1/2021 - 12/31/2021	0 /NA	\$0.00	8,375.00	\$0.00	A	1	Y		
								<u>8,375.00</u>	<u>\$0.00</u>					
TOTAL FOR SE# 81														
TOTAL FOR 2021-2022								<u>53,906.76</u>	<u>\$0.00</u>					
TOTAL FOR A0000 166052								<u>107,813.52</u>	<u>\$0.00</u>					

OREGON HEALTH AUTHORITY  
Financial Assistance Award Amendment (FAAA)

CONTRACTOR: MORROW COUNTY  
DATE: 02/02/2021

Contract#: 166052  
REF#: 000

REASON FOR FAAA (for information only):

This Financial Assistance Agreement (FAA) is for Mental Health, Addictions Treatment, Recovery and Prevention, and Problem Gambling Services within the 2019-2021 Legislative Approved Budget (LAB) for the first six months of this Agreement and the upcoming 2021-2023 Legislative Approved Budget (LAB) for the second six months of this Agreement. This change in timeframes is due to an Oregon Health Authority (OHA) decision to change its Agreements to a calendar year basis, from January through December, rather than a biennial basis. The funding provided in the FAA was predicated on OHA's 2019-2021 LAB and as it will be proposed within the upcoming 2021-2023 budget period. The 2021-2023 LAB may include funding levels that are higher or lower than initially proposed in this Agreement. Therefore, the FAA herein may require modification, by written amendment, to this Agreement and at OHA's sole discretion, to reflect the actual funding amounts remaining in the 2019-2021 LAB and the proposed amounts in the upcoming 2021-2023 LAB. Additional ongoing approved funding changes after 12/16/2020 will be reflected in (a) subsequent amendment(s) to the FAA.

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.

- A0000 1 The financial assistance subject to this special condition is awarded for system management and coordination of Services in the Addictions Services Program Area, specifically for Problem Gambling Services. If County terminates its obligation to include Problem Gambling Services under this Agreement, OHA shall have no obligation, after the termination, to pay or disburse to County the financial assistance subject to this special condition.
- A0000 2 These funds are for A&D 65 IDPF Services for quarterly invoices from 1/1/2021 to 12/31/2021.
- A0000 3 These funds are for A&D 66 - HB 4143 Prime Plus Peer Project Services: County will: 1. Work with the Project Coordinator as follows: A. Develop an agreed upon monthly dashboard to monitor and evaluate the project at the statewide and local level. B. Provide information for any necessary reporting to the SAMHSA on the success and challenges of the project, including any identified barriers to rapid access to treatment within the community. C. Collect GPRA data required by grant utilizing provided tool from SAMHSA and work with evaluators identified by OHA. D. Suggest and participate in any collective learning or training needs at the county or community partner level as it pertains to the project. 2.

OREGON HEALTH AUTHORITY  
Financial Assistance Award Amendment (FAAA)

CONTRACTOR: MORROW COUNTY  
DATE: 02/02/2021

Contract#: 166052  
REF#: 000

Project plans must be approved by OHA prior to implementation. 3. Notify the Project Coordinator in advance of any changes to the implementation plan or delays in the successful continuation of the project. Work with the Project Coordinator to resolve these concerns or barriers. 4. Have visits from the Project Coordinator and the evaluation team to observe the project. 5. Participate in monthly check in calls to review progress of the project. 6. The Project Coordinator will seek ways to fill any training gaps for peers or communities as it relates to this pilot project. 7. The Project Coordinator will provide technical assistance to ensure that the pilot project does not duplicate or hinder existing work at the community level. 8. SE 66 standard reporting requirements and settlement are excluded from this project.

A0000 4 These funds must result in the delivery of A&D 66 Services to a minimum of 50 unduplicated individuals receiving outpatient Services and enrolled in the MOTS system on or after January 1, 2021. Up to 20% of 50 can be provided as Prevention, Education, and Outreach to non-enrolled individuals. Cases without evidence of treatment engagement in the clinical record do not count toward the service delivery requirement, except as listed above for Prevention, Education, and Outreach. Report of Prevention, Education, and Outreach must be submitted quarterly on the form located at <http://www.oregon.gov/OHA/HSD/AMH/Pages/Reporting-Requirements.aspx>. Under delivery of Services subject to this financial assistance may result in recovery of funds at the rate of \$ 1,200 per individual.

MODIFICATION INPUT REVIEW REPORT

MOD#: M0267

CONTRACT#: 166052

CONTRACTOR: MORROW COUNTY

INPUT CHECKED BY: \_\_\_\_\_ DATE CHECKED: \_\_\_\_\_

SE#	FUND	PROJ CODE	CRMS PROVIDER	EFFECTIVE DATES	SLOT CHANGE/TYPE	RATE	OPERATING DOLLARS	STARTUP PART DOLLARS ABC	PART IV	PAAF CD	BASE	CLIENT CODE	SP#
FISCAL YEAR: 2020-2021													
		BASE	SYSTEM MANAGEMENT AM										
1	804	MHS01		1/1/2021 - 6/30/2021	0 /NA	\$0.00	\$16,378.76	\$0.00	A	1	Y		
		BCIVLM	SYS MGT CO-LAKEVIEW										
1	804	MHS01		1/1/2021 - 6/30/2021	0 /NA	\$9,179.81	\$55,078.86	\$0.00	A	1	Y		2
		BCIVLM	SYS MGT CO-COL RIVER										
1	804	MHS01		1/1/2021 - 6/30/2021	0 /NA	\$7,503.62	\$45,021.72	\$0.00	A	1	Y		1
TOTAL FOR SE# 1							\$116,479.34	\$0.00					
		BASE	AID & ASSIST PROJECT										
4	804	AAP		1/1/2021 - 6/30/2021	0 /NA	\$0.00	\$2,515.73	\$0.00	A	1	Y		
TOTAL FOR SE# 4							\$2,515.73	\$0.00					
		BASE	ASSERTIVE COMMUNITY										
5	804	MRACT		1/1/2021 - 6/30/2021	0 /NA	\$0.00	\$8,750.00	\$0.00	A	1	Y		
TOTAL FOR SE# 5							\$8,750.00	\$0.00					
		BASE	NI JAIL DIVERSION										
9	406	NIJAIL		1/1/2021 - 6/30/2021	0 /NA	\$0.00	\$51,666.67	\$0.00	A	1	Y		
TOTAL FOR SE# 9							\$51,666.67	\$0.00					
		BASE	NI SCHOOL-BASED MENT										
13	806	NISHMH		1/1/2021 - 6/30/2021	0 /NA	\$0.00	\$101,991.66	\$0.00	A	1	Y		
TOTAL FOR SE# 13							\$101,991.66	\$0.00					
		CMBS	MH BLOCK GRANT										
20	301	BLOCK		1/1/2021 - 6/30/2021	0 /NA	\$0.00	\$11,401.38	\$0.00	A	1	Y		
		BASE	NON-RESIDENTIAL MENT										
20	804	MHNRMH		1/1/2021 - 6/30/2021	0 /NA	\$0.00	\$6,941.61	\$0.00	A	1	Y		
		BASE	SH-MORROW BUNKHOUSE										
20	804	SUPHOS		1/1/2021 - 6/30/2021	2 /SLT	\$2,121.44	\$25,457.28	\$0.00	A	1	Y		3
TOTAL FOR SE# 20							\$43,800.27	\$0.00					
		BASE	ACUTE AND INTERMEDIA										
24	804	ACUTE		1/1/2021 - 6/30/2021	0 /NA	\$0.00	\$3,750.00	\$0.00	A	1	Y		
TOTAL FOR SE# 24							\$3,750.00	\$0.00					
		BCIVLM	COMMUNITY CRISIS SER										
25	406	CRISIS		1/1/2021 - 6/30/2021	0 /NA	\$0.00	\$8,692.50	\$0.00	A	1	Y		

MODIFICATION INPUT REVIEW REPORT

MOD#: M0267

CONTRACT#: 166052

CONTRACTOR: MORROW COUNTY

INPUT CHECKED BY: \_\_\_\_\_ DATE CHECKED: \_\_\_\_\_

SE#	FUND	CODE	CPMS	PROVIDER	PROJ	EFFECTIVE DATES	SLOT CHANGE/TYPE	RATE	OPERATING DOLLARS	STARTUP PART DOLLARS ABC	PART IV	FAAF CD	BASE	CLIENT CODE	SP#
FISCAL YEAR: 2020-2021															
25	806				NI CRISIS SERVICES	1/1/2021 - 6/30/2021	0 /NA	\$0.00	\$19,158.00	\$0.00	A	1	Y		
25	806				NI CRISIS SERVICES-M	1/1/2021 - 6/30/2021	0 /NA	\$0.00	\$103,894.99	\$0.00	A	1	Y		
									<u>\$131,745.49</u>	<u>\$0.00</u>					
TOTAL FOR SE# 25															
26	804				EARLY ASSESSMENT AN	1/1/2021 - 6/30/2021	0 /NA	\$0.00	\$7,500.00	\$0.00	A	26A	1	Y	
									<u>\$7,500.00</u>	<u>\$0.00</u>					
TOTAL FOR SE# 26															
28	804				INVOICE SERVICES	1/1/2021 - 6/30/2021	0 /NA	\$0.00	\$33,195.28	\$0.00	C	1	Y		4
									<u>\$33,195.28</u>	<u>\$0.00</u>					
TOTAL FOR SE# 28															
36	804				PASARR FUNDS	1/1/2021 - 6/30/2021	0 /NA	\$0.00	\$750.00	\$0.00	C	1	Y		5
									<u>\$750.00</u>	<u>\$0.00</u>					
TOTAL FOR SE# 36															
38	411				NI SUPPORTED EMPLOYM	1/1/2021 - 6/30/2021	0 /NA	\$0.00	\$4,828.13	\$0.00	A	1	Y		
									<u>\$4,828.13</u>	<u>\$0.00</u>					
TOTAL FOR SE# 38															
									<u>\$506,972.57</u>	<u>\$0.00</u>					
TOTAL FOR 2020-2021															
FISCAL YEAR: 2021-2022															
1	804				SYSTEM MANAGEMENT AN	7/1/2021 - 12/31/2021	0 /NA	\$0.00	\$16,378.76	\$0.00	A	1	Y		
1	804				SYS MGT CO-LAKEVIEW	7/1/2021 - 12/31/2021	0 /NA	\$9,179.81	\$55,078.86	\$0.00	A	1	Y		2
1	804				SYS MGT CO-COL RIVER	7/1/2021 - 12/31/2021	0 /NA	\$7,503.62	\$45,021.72	\$0.00	A	1	Y		1
									<u>\$116,479.34</u>	<u>\$0.00</u>					
TOTAL FOR SE# 1															
4	804				AID & ASSIST PROJECT	7/1/2021 - 12/31/2021	0 /NA	\$0.00	\$2,515.73	\$0.00	A	1	Y		
									<u>\$2,515.73</u>	<u>\$0.00</u>					
TOTAL FOR SE# 4															
5	804				ASSERTIVE COMMUNITY	7/1/2021 - 12/31/2021	0 /NA	\$0.00	\$8,750.00	\$0.00	A	1	Y		

MODIFICATION INPUT REVIEW REPORT

MOD#: M0267

CONTRACT#: 166052

CONTRACTOR: MORROW COUNTY

INPUT CHECKED BY: \_\_\_\_\_

DATE CHECKED: \_\_\_\_\_

SE#	FUND	CODE	CMS PROVIDER	EFFECTIVE DATES	SLOT CHANGE/TYPE	RATE	OPERATING DOLLARS	STARTUP PART DOLLARS ABC	PART IV	PARF CD	BASE	CLIENT CODE	SP#
FISCAL YEAR: 2021-2022													
TOTAL FOR SE# 5							<u>\$8,750.00</u>	<u>\$0.00</u>					
9	406	BASE	NI JAIL DIVERSION	7/1/2021 - 12/31/2021	0 /NA	\$0.00	\$51,666.67	\$0.00	A	1	Y		
TOTAL FOR SE# 9							<u>\$51,666.67</u>	<u>\$0.00</u>					
13	806	BASE	NI SCHOOL-BASED MENT	7/1/2021 - 12/31/2021	0 /NA	\$0.00	\$101,991.66	\$0.00	A	1	Y		
TOTAL FOR SE# 13							<u>\$101,991.66</u>	<u>\$0.00</u>					
20	301	CMHS	ME BLOCK GRANT	7/1/2021 - 12/31/2021	0 /NA	\$0.00	\$11,401.38	\$0.00	A	1	Y		
20	804	BASE	NON-RESIDENTIAL MENT	7/1/2021 - 12/31/2021	0 /NA	\$0.00	\$6,941.61	\$0.00	A	1	Y		
20	804	BASE	SE-MORROW BUNKHOUSE	7/1/2021 - 12/31/2021	2 /SLT	\$2,121.44	\$25,457.28	\$0.00	A	1	Y		3
TOTAL FOR SE# 20							<u>\$43,800.27</u>	<u>\$0.00</u>					
24	804	BASE	ACUTE AND INTERMEDIA	7/1/2021 - 12/31/2021	0 /NA	\$0.00	\$3,750.00	\$0.00	A	1	Y		
TOTAL FOR SE# 24							<u>\$3,750.00</u>	<u>\$0.00</u>					
25	406	BCIVLM	COMMUNITY CRISIS SER	7/1/2021 - 12/31/2021	0 /NA	\$0.00	\$8,692.50	\$0.00	A	1	Y		
25	806	BASE	NI CRISIS SERVICES	7/1/2021 - 12/31/2021	0 /NA	\$0.00	\$19,158.00	\$0.00	A	1	Y		
25	806	BASE	NI CRISIS SERVICES-M	7/1/2021 - 12/31/2021	0 /NA	\$0.00	\$103,894.99	\$0.00	A	1	Y		
TOTAL FOR SE# 25							<u>\$131,745.49</u>	<u>\$0.00</u>					
26	804	BASE	EARLY ASSESSMENT AN	7/1/2021 - 12/31/2021	0 /NA	\$0.00	\$7,500.00	\$0.00	A	26A	1	Y	
TOTAL FOR SE# 26							<u>\$7,500.00</u>	<u>\$0.00</u>					
28	804	BASE	INVOICE SERVICES	7/1/2021 - 12/31/2021	0 /NA	\$0.00	\$33,195.28	\$0.00	C	1	Y		4
TOTAL FOR SE# 28							<u>\$33,195.28</u>	<u>\$0.00</u>					

MODIFICATION INPUT REVIEW REPORT

MOD#: M0267

CONTRACT#: 166052

CONTRACTOR: MORROW COUNTY

INPUT CHECKED BY: \_\_\_\_\_ DATE CHECKED: \_\_\_\_\_

SE#	FUND CODE	PROJ	CPMS PROVIDER	EFFECTIVE DATES	SLOT CHANGE/TYPE	RATE	OPERATING DOLLARS	STARTUP PART DOLLARS ABC	PART IV	PAAF CD	BASE	CLIENT CODE	SP#
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FISCAL YEAR: 2021-2022

BASE		PASARR FUNDS											
36	804	PASARR		7/1/2021 - 12/31/2021	0 /NA	\$0.00	\$750.00	\$0.00	C	1	Y		5
TOTAL FOR SE# 36							\$750.00	\$0.00					
BASE		NI SUPPORTED EMPLOYM											
38	411	NISUEM		7/1/2021 - 12/31/2021	0 /NA	\$0.00	\$4,828.13	\$0.00	A	1	Y		
TOTAL FOR SE# 38							\$4,828.13	\$0.00					
TOTAL FOR 2021-2022							\$506,972.57	\$0.00					
TOTAL FOR M0267 166052							\$1,013,945.14	\$0.00					

OREGON HEALTH AUTHORITY  
Financial Assistance Award Amendment (FAAA)

CONTRACTOR: MORROW COUNTY  
DATE: 02/03/2021

Contract#: 166052  
REF#: 001

REASON FOR FAAA (for information only):

This Financial Assistance Agreement (FAA) is for Mental Health, Addictions Treatment, Recovery and Prevention, and Problem Gambling Services within the 2019-2021 Legislative Approved Budget (LAB) for the first six months of this Agreement and the upcoming 2021-2023 Legislative Approved Budget (LAB) for the second six months of this Agreement. This change in timeframes is due to an Oregon Health Authority (OHA) decision to change its Agreements to a calendar year basis, from January through December, rather than a biennial basis. The funding provided in the FAA was predicated on OHA's 2019-2021 LAB and as it will be proposed within the upcoming 2021-2023 budget period. The 2021-2023 LAB may include funding levels that are higher or lower than initially proposed in this Agreement. Therefore, the FAA herein may require modification, by written amendment, to this Agreement and at OHA's sole discretion, to reflect the actual funding amounts remaining in the 2019-2021 LAB and the proposed amounts in the upcoming 2021-2023 LAB. Additional ongoing approved funding changes after 12/16/2020 will be reflected in (a) subsequent amendment(s) to the FAA.

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.

- M0267 1A) 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 1 at Colorado RTH.
- M0267 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 1 at Lakeview Heights SRTF.
- M0267 3) These funds are for MHS 20 for Supported Housing Services at Morrow Bunkhouse.
- M0267 4A) These funds are for MHS 28 for Invoice Services from 01/01/2021 to 12/31/2021 with Part C. B) For Services delivered to individuals, financial assistance awarded to County shall be



OREGON HEALTH AUTHORITY  
Financial Assistance Award Amendment (FAAA)

CONTRACTOR: MORROW COUNTY  
DATE: 02/03/2021

Contract#: 166052  
REF#: 001

disbursed to County and expended by County in accordance with and subject to the residential rate on the date of service delivery based upon the rate schedule found at [www.oregon.gov/OHA/HSD/OHP/Pages/Fee-Schedule.aspx](http://www.oregon.gov/OHA/HSD/OHP/Pages/Fee-Schedule.aspx) and incorporated into this Agreement by reference that is effective as of the effective date of this Agreement unless a new rate schedule is subsequently incorporated by amendment. Any expenditure by County in excess of the authorized rates as set forth [www.oregon.gov/OHA/HSD/OHP/Pages/Fee-Schedule.aspx](http://www.oregon.gov/OHA/HSD/OHP/Pages/Fee-Schedule.aspx) may be deemed unallowable and subject to recovery by OHA in accordance with the terms of this Agreement.

M0267 5A) These funds are for MHS 36 for Non-Medicaid clients. B) For Services delivered to individuals, financial assistance awarded to County shall be disbursed to County and expended by County in accordance with and subject to the residential rate on the date of service delivery based upon the rate schedule found at [www.oregon.gov/OHA/HSD/OHP/Pages/Fee-Schedule.aspx](http://www.oregon.gov/OHA/HSD/OHP/Pages/Fee-Schedule.aspx) and incorporated into this Agreement by reference that is effective as of the effective date of this Agreement unless a new rate schedule is subsequently incorporated by amendment. Any expenditure by County in excess of the authorized rates as set forth [www.oregon.gov/OHA/HSD/OHP/Pages/Fee-Schedule.aspx](http://www.oregon.gov/OHA/HSD/OHP/Pages/Fee-Schedule.aspx) may be deemed unallowable and subject to recovery by OHA in accordance with the terms of this Agreement.

## EXPLANATION OF FINANCIAL ASSISTANCE AWARD

The Financial Assistance Award set forth above and any Financial Assistance Award amendment must be read in conjunction with this explanation for purposes of understanding the rights and obligations of OHA and County reflected in the Financial Assistance Award.

### 1. Format and Abbreviations in Financial Assistance Award

- a. **Heading.** The heading of the Financial Assistance Award consists of the following information:
  - (1) **MOD#** is the alphanumeric Modification code, assigned by the OHA HSD Contract Unit's staff member, for that specific Financial Assistance Award. A MOD# beginning with an M is a mental health modification; a MOD# beginning with an A is a substance use disorder or problem gambling modification.
  - (2) **CONTRACT#** is the unique identification number of the Agreement containing the Financial Assistance Award. This number is assigned by the Office of Contracts & Procurement (OC&P).
  - (3) **CONTRACTOR** is the County or the legal entity named in and for that specific Agreement containing the Financial Assistance Award.
  - (4) **Input Checked** is for OHA's internal use only.
  - (5) **Date Checked** is for OHA's internal use only.
  
- b. **Financial and Service Information.** Each Service awarded funds is listed by Fiscal Year and then by the Service Element number. The amount of financial assistance awarded for each Service and certain other Service information is listed below the Fiscal Year and then by the Service Element number on one or more lines. Financial assistance awarded for a particular Service may not be used to cover the costs of any other Service, except as permitted under Exhibit F, "General Terms and Conditions," section 3.a, of this Agreement. The funds, as set forth on a particular line, will be disbursed in accordance with and are subject to the restrictions set forth on that particular line. The awarded funds, disbursement information and restrictions on a particular line are displayed in a columnar format as follows:
  - (1) **Column 1, SE#:** The Service Element number(s) identifies the Service or Service capacity, as applicable, to be delivered under the approved Service Element(s), as set forth on that particular line of the Financial Assistance Award.
  - (2) **Column 2, Fund:** This column identifies the fund number and description of the funding source, according to HSD's financial system, used for payments for this specific line of the Financial Assistance Award. The types of funds are as follows:
    - (a) 301 Mental Health Block Grant (MHBG) – Federal Funds
    - (b) 313 Projects for Assistance in Transition from Homelessness (PATH) - Federal Funds
    - (c) 401 Mental Health Marijuana Tax – Other Funds
    - (d) 402 Cares Act Coronavirus Relief Fund– Federal Funds
    - (e) 406 Tobacco Tax New Investments – Other Funds
    - (f) 411 Tobacco Master Settlement Account – Other Funds

- (g) 420 Beer and Wine Tax (20%) – Other Funds
- (h) 421 Beer and Wine Tax (40%) Treatment – Other Funds
- (i) 424 Intoxicated Driver Program Fund Outpatient – Other Funds
- (j) 426 Criminal Fines Assessment Prevention – Other Funds
- (k) 427 Marijuana Tax (20%) – Other Funds
- (l) 450 Marijuana Tax (40%) – Other Funds
- (m) 550 Medication Assisted Treatment – Federal Funds
- (n) 560 State Opioid Response – Federal Funds
- (o) 570 State Targeted Response to Opioid Crisis – Federal Funds
- (p) 520 Substance Abuse Prevention and Treatment (SAPT) Treatment – Federal Funds
- (q) 708 Temporary Assistance for Needy Families (TANF) Programs – Federal Funds
- (r) 804 Mental Health – General Funds
- (s) 806 Mental Health New Investments – General Funds
- (t) 807 Alcohol and Drug Treatment – General Funds
- (u) 888 Gambling Treatment – Lottery Funds
- (v) 908 Temporary Assistance for Needy Families (TANF) Programs – General Fund Match
- (w) STD Standard Fund Splits – Uses multiple fund types by percentage.
- (x) SMI Standard Fund Splits – Uses multiple fund types by percentage.
- (y) SDX Standard Fund Splits – Uses multiple fund types by percentage.
- (z) SBD Standard Fund Splits – Uses multiple fund types by percentage.
- (aa) SBT Standard Fund Splits – Uses multiple fund types by percentage.
- (bb) DDX Standard Fund Splits – Uses multiple fund types by percentage.

The fund numbers with source descriptions identifying General Funds or Other Funds as the funding source may actually be paid under a different fund number and source based upon actual funds available at the time of payment. **Changes to the Financial Assistance Award to move amounts from one fund source to another fund source but otherwise budget neutral will be processed as an Administrative Adjustment rather than issuing an Amendment to the Financial Assistance Award. The notice of Administrative Adjustment will be sent to the County via email to the contact person listed in Exhibit G, “Standard Terms and Conditions,” Section 18., “Notice.” County shall have 30 calendar days to request OHA replace the Administrative Adjustment notice with an Amendment to the Financial Assistance Award. If the County does not make such a request, the Financial Assistance Award shall be deemed amended as noted in the Administrative Adjustment and agreed to by both parties.**

- (3) **Column 3, Proj Code:** This item is for OHA internal use only.
- (4) **Column 4, CPMS:** This item is for OHA's internal use only.
- (5) **Column 5, Provider:** This is either the Provider's name or a description for a specific Service as set forth on that particular line of the Financial Assistance Award.
- (6) **Column 6, Effective Dates:** This specifies the time period during which the Service or Service capacity, as applicable, is expected to be delivered utilizing the approved Service funds as set forth on that particular line of the Financial Assistance Award. For purposes of disbursement method "A" (as described in Section (11), "Column 11, Part ABC," below), these dates also specify the time period during which the approved Service funds will be disbursed to County.
- (7) **Column 7, Slot Change/Type:** This is either the number of slots or number of days of Service or Service capacity, as applicable, OHA anticipates County to deliver during the period specified and utilizing the approved Service funds set forth on that particular line of the Financial Assistance Award. The Service or Service capacity, as applicable, must be delivered in the amounts and over the course of the time period, as specified on that line of the Financial Assistance Award. This column will be blank, followed by NA if the basis of payment set forth in the applicable Service Description is not tied to actual delivery of Services or Service capacity. The Slot Change/Type is the unit of measurement associated with the Effective Dates set forth in column 6. The Slot Change/Type is expressed in three-character designations and have the following meanings:
  - (a) **CSD:** One CSD (or Client Service Day) is one day of Service or Service capacity, as applicable, delivered to one Individual or made available for delivery to one Individual, as applicable.
  - (b) **N/A:** N/A means Slot Change/type is not applicable to the particular line.
  - (c) **SLT:** One SLT (or Slot) is the delivery or capacity to deliver, as applicable, the Service to an Individual during the entire period specified in the corresponding line of the Financial Assistance Award.
- (8) **Column 8, Rate:** This is the cost per day, per month, or per Slot Change/Type measurement for the Service or Service capacity, as applicable, to be delivered utilizing the approved Service funds, as set forth on that line of the Financial Assistance Award.
- (9) **Column 9, Operating Dollars:** This is the total amount of funds awarded under this Agreement, as amended from time to time, for delivery of the Service and is OHA's maximum, not-to-exceed obligation during the time period specified on that particular line, in support of the Services described on that particular line, of the Financial Assistance Award.
- (10) **Column 10, Startup Dollars:** This is the total amount of funds awarded under this Agreement, as amended from time to time, to be used only for one-time expenses, incurred in initiating, expanding, or upgrading the specified Service, or for other special one-time expenses related to the Service. Startup funds may only be spent for the purposes specified in the Special Condition(s) as listed in Column 16, "SP#." Startup funds are to be expended only in accordance with Exhibit K of this Agreement and with startup procedures within the applicable Service Elements.

(11) **Column 11, Part ABC:** This column indicates the method by which OHA disburses the funds awarded under the Agreement, as amended from time to time. The disbursement method listed in this column, as indicated by the letter A, B, or C, will usually be consistent with the disbursement method set forth in the Service Description for the particular Service Element. The characters A, B and C indicate the following disbursement methods:

- (a) The letter ‘A’ indicates OHA will disburse the awarded funds to County in substantially equal monthly allotments during the period set forth in Column 6, “Effective Dates.”
- (b) The letter ‘B’ indicates OHA will disburse awarded funds under another agreement and are set forth in this Agreement for tracking purposes only.
- (c) The letter ‘C’ indicates OHA will disburse the awarded funds in the manner specified in Column 16, “SP#.”

If the disbursement method listed in this column is different than the method set forth in the Service Description, the disbursement method listed in this column shall control. This column only indicates the disbursement method to be used should County be entitled to receive funds awarded, which shall be determined in accordance with the basis of payment as set forth in the applicable Service Element. Any disbursements made to County in excess of the funds County is entitled to, as determined in accordance with the applicable basis of payment and through the Agreement Settlement process, will be recovered by OHA in accordance with the terms of this Agreement.

(12) **Column 12, Part IV:** This is the Specialized Service Requirement Code, if applicable, and corresponds with the Specialized Service Requirement described in Exhibit B-2. If a code appears in this column, the Service must be delivered in accordance with the Specialized Service Requirement when the Service is delivered using approved Service funds, as set forth on that line of the Financial Assistance Award.

(13) **Column 13, PAAF CD:** This column is the Plan/Amendment Approval Form (PAAF) code, which is the lookup field to title the various sections of the PAAF based on this PAAF code.

(14) **Column 14, Base:** This is the code used to indicate how the Services being provided, as set forth on that line of the Financial Assistance Award, are to be handled at the end of the respective biennium, as follows:

- (a) The letter “Y” in this field indicates the Services subject to and modified by this Agreement, hereafter referred to as MOD, as set forth on that line of the Financial Assistance Award may continue into the next biennium. This will be contingent on the Services still being required, at that time and at that level, and upon OHA’s funding being continued at the present funding level or higher, through the Legislatively Adopted Budget for that specific biennium.
- (b) The letter “N” in this field indicates the Services being modified in this MOD, as set forth on that line of the Financial Assistance Award, are not continuing into the next biennium.

(c) The letter “M” in this field indicates the Services being modified in this MOD, as set forth on that line of the Financial Assistance Award, are “maybe” going to continue into the next biennium. This will be determined at the time OHA is preparing the next biennium’s Agreements. This code is typically used for Services paid by Federal Grants.

(15) **Column 15, Client Code:** This column is used when Service funds, as set forth on that line of the Financial Assistance Award, are for a specific client. The coded client name indicates the approved Service funds may only be expended on the delivery of the specified Service to the specified Individual. If this column is blank, Service funds are not intended for any particular Individual.

(16) **Column 16, SP#:** This column is for Special Conditions, if any, that must be complied with when providing the Service using approved service funds set forth on that line of the Financial Assistance Award. For certain Services, the Special Conditions specify the rate at which financial assistance will be calculated for delivery of that Service or delivery of capacity for that Service. The Special Conditions are identified by a numeric code. A table or tables listing the Special Conditions by numeric code is included in the Financial Assistance Award.

2. **Format and Abbreviations in Financial Assistance Award Amendments.** The format and abbreviations in a Financial Assistance Award amendment are the same as those used in the initial Financial Assistance Award. If a Financial Assistance Award amendment amends the financial and service information in the Financial Assistance Award, each financial and service information line in the amendment will either amend an existing line in the financial and service information of the Financial Assistance Award or constitute a new line added to the financial and service information of the Financial Assistance Award. A financial and service information line in a Financial Assistance Award amendment (an “Amending Line”) amends an existing line of the Financial Assistance Award (a “Corresponding Line”) if the line in the Financial Assistance Award amendment awards funds for the same Service, specifies the same Child and Adolescent Needs and Strengths (CANS) Name (if applicable), and specifies the same SE# as an existing line (as previously amended, if at all) in the Financial Assistance Award and specifies a date range falling within the Effective Dates specified in that existing line (as previously amended, if at all). If an Amending Line has a positive number in the approved Operating Dollars column, those funds are added to the approved Operating Dollars of the Corresponding Line for the period specified in the Amending Line. If an Amending Line has a negative number in the approved Operating Dollars column, those funds are subtracted from the approved Operating Dollars of the Corresponding Line for period specified in the Amending Line. If an Amending Line has a positive number in the Slot Change/Type column, those Slots are added to the Slot Change/Type in the Corresponding Line for the period specified in the Amending Line. If an Amending Line has a negative number in the Slot Change/Type column, those Slots are subtracted from the Slot Change/Type in the Corresponding Line for the period specified in the Amending Line. All Special Conditions identified in a Corresponding Line apply to funds identified on an Amending Line (unless a Special Condition or portion thereof on an Amending Line specifies a rate). If an Amending Line contains a Special Condition or portion of a Special Condition that specifies a rate, that Special Condition or portion thereof replaces, for the period specified in the Amending Line, any Special Condition or portion thereof in the Corresponding Line that specifies a rate. If a financial and service information line in a Financial Assistance Award amendment is not an Amending Line, as described above, it is a new line added to the Financial Assistance Award.

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

**EXHIBIT D  
PAYMENT, SETTLEMENT, AND CONFIRMATION REQUIREMENTS**

1. OHA provides funding for Services through Part A, B, or C awards. The award type is identified in Exhibit C, “Financial Assistance Award,” on lines in which column “Part ABC,” contains an “A” for Part A award, a “B” for Part B award, and a “C” for Part C award:
  - a. Funds awarded to County or Service Providers are subject to the following:
    - (1) OHA shall not authorize in aggregate, under this “Financial Assistance Calculation and Disbursement” section, financial assistance requested for Services in excess of the contractual Not-to-Exceed amount. “Total aggregate funding” means the total of all funding authorized in Exhibit C, “Financial Assistance Award” before reducing funding to account for client resources received by the County or Service Provider from an Individual, or from another on behalf of the Individual, in support of Individual’s care and Services provided. The monthly rate will be prorated for any month in which the Individual does not receive Services for a portion of the month. Funding will be reduced (offset) by the amount of funding received by the Service Provider from the Individual, the Individual’s health insurance provider, another person’s health insurance provider under which Individual is also covered, or any other Third-Party Resource (TPR) in support of Individual’s care and Services provided for the same Service, during the same time period or date of Service for the same Individual. County is obligated to report to OHA, by email at [amhcontract.administrator@state.or.us](mailto:amhcontract.administrator@state.or.us), any TPR payments no later than 30 calendar days following receipt of payment by County or Service Provider. The following information shall be provided:
      - (a) OHA Contract name and number;
      - (b) Client name and date of birth;
      - (c) Service for which payment was received;
      - (d) Date of service covered by payment; and
      - (e) Amount of payment.
    - (2) County is not entitled to funding in combination with Medicaid funds for the same Service, during the same time period or date of Services for the same Individual;
    - (3) At no time will OHA pay above the Medicaid rate. Additionally, OHA will not pay above the Medicaid rate in accordance with the OHA Mental Health and Developmental Disability Services Medicaid Payment for Rehabilitative Mental Health Services Rule, posted on the HSD PASRR website located at: <http://www.oregon.gov/oha/HSD/AMH/Pages/PASRR.aspx>, as it may be revised from time to time.
    - (4) OHA is not obligated to provide funding for any Services that are not properly reported in accordance with the “Reporting Requirements” and “Special Reporting Requirements” sections of this Contract or as required in an applicable Specialized Service Requirement by the date 60 calendar days after the earlier of expiration or

termination of this Agreement, termination of OHA’s obligation to provide funding for Services, or termination of County’s obligation to include the Program Area in which Services fall; and

**b. Part A awards:**

OHA provides financial assistance for Services through Part A for non-Medicaid-eligible Services. County and Service Providers shall maintain compliance with OAR 410-172-0600 through 0860 Medicaid Payment for Behavioral Health, and OAR 943-120-0310 through 0320 Provider Enrollment Services in MHS 01, 08, 09, 10 ,12, 13, 15, 16, 20, 22, 24, 25 ,26, 27, 28, 31, 34, 36, and A&D 61, 63, 65 ,66, and 67.

- (1) **Calculation of Financial Assistance:** OHA will provide financial assistance for Services provided under a particular line of Exhibit C, “Financial Assistance Award,” containing an “A” in column “Part ABC,” from funds identified in that line in an amount equal to that line of the Financial Assistance Award during the period specified in that line. The total of OHA funds for all Services delivered under a particular line of Exhibit C, “Financial Assistance Award” containing an “A” in column “Part ABC,” shall not exceed the total of awards for Services as specified in that line of the Financial Assistance Award and are subject to the limitations described herein.
- (2) **Disbursement of Financial Assistance:** Unless a different disbursement method is specified in that line of Exhibit C, “Financial Assistance Award,” OHA will disburse the Part A allotments for Services provided under a particular line of the Financial Assistance Award containing an “A” in column “Part ABC,” to County in substantially equal monthly allotments during the period specified in that line of the Financial Assistance Award subject to the following:
  - (a) OHA may, upon written request of County, adjust monthly allotments;
  - (b) Upon amendment to the Financial Assistance Award, OHA shall adjust monthly allotments as necessary, to reflect changes in the funds shown for Services provided under that line of the Financial Assistance Award; and,
  - (c) OHA may, after 30 calendar days (unless parties agree otherwise) written notice to County, reduce the monthly allotments based on under-used funding identified through MOTS and other reports in accordance with the “Reporting Requirements” and “Special Reporting Requirements” sections or applicable special conditions.

**c. Part B awards:**

Part B is used for any award or payment that is made outside of the State Financial Management Application (SFMA) payment system. For this Agreement, an example of that type of system is the Medicaid Management Information System (MMIS). Part B Limitation awards are not disbursed or settled under this Agreement, but are included for budgetary purposes.

- (1) Part B awards are calculated and applied as follows:



- (a) The provider of Services must be enrolled as a Medicaid Provider and follow the procedures for billing OHA for Medicaid Community Mental Health, or Addiction Treatment, Recovery, & Prevention, and Problem Gambling Services for Medicaid-eligible Individuals through MMIS as outlined in the Medicaid Professional Billing Instructions Manual, available on the OHA website at:  
<http://www.oregon.gov/OHA/HSD/OHP/Pages/webportal.aspx?wp4796=1:100>;
- (b) OHA calculates the rates and then processes claims through OHA's MMIS. Part B Limitation is calculated, and payment is made through MMIS directly to the Service Provider on a fee-for-services (FFS) basis. The FFS rates and additional Medicaid Provider resources are available on the OHA website at: <http://www.oregon.gov/oha/HSD/OHP/Pages/index.aspx>; and
- (c) OHA will provide notice to County in a timely manner if there is a change in rates, which shall be established by OHA's Rate Standardization Committee in its sole discretion. All Medicaid reimbursable service billings shall be in accordance with OHA HSD's Medical Assistance Program Rules as listed in OAR 410-172-0600 through 410-172-0860.

**d. Part C awards:**

- (1) Part C awards are calculated and applied as follows:

The Part C financial assistance will be disbursed as follows: Unless a different disbursement method is specified in that line of the Exhibit C, "Financial Assistance Award," OHA will disburse the Part C funds for Services provided under a particular line of the Financial Assistance Award containing a "C" in column "Part ABC" to County per receipt and approval of a written invoice with required attachments, as specified below, in the monthly allotment during the period specified in that line of the Financial Assistance Award. Invoice and required attachments are due no later than 45 calendar days following the end of the subject month or quarter, and must be submitted to [amhcontract.administrator@state.or.us](mailto:amhcontract.administrator@state.or.us) with the subject line "Invoice, contract # (your contract number), contractor name." Financial assistance provided by OHA are subject to the limitations described in this Agreement.

- (a) For Services to Medicaid-eligible Individuals for whom the Services provided are not covered under Medicaid but are medically appropriate, County shall attach a copy of the Plan of Care (POC) and Coordinated Care Organization (CCO) refusal of payments for the item or Service. OHA will provide funding at the Medicaid Fee Schedule rate. At no time will OHA provide funding above the Medicaid Fee Schedule rate for Services.

- (b) For Services to non-Medicaid-eligible Individuals, County shall attach a copy of the bill or receipt, for the item or Service, to a combined monthly invoice, itemized by Individual. Part C funding for Psychiatric Security Review Board (PSRB) non-medically approved Services are only for the time period shown and do not carry forward into following years' allotments.

**e. Start-Up awards:**

- (1) **Calculation of Financial Assistance:** OHA will provide financial assistance for A&D 60 and MHS 37 Services from funds identified in a particular line of Exhibit C, "Financial Assistance Award," in an amount equal to the amount requested on the Start-Up form submitted by County, subject to the requirements of Exhibit K, "Start-Up Procedures." The total OHA financial assistance for all A&D 60 and MHS 37 activities described herein under a particular line of the Financial Assistance Award shall not exceed the total funds awarded for A&D 60 and MHS 37 as specified in that line of the Financial Assistance Award.

- (2) **Disbursement of Financial Assistance:**

- (a) Unless a different disbursement method is specified in that line of Exhibit C, "Financial Assistance Award," OHA will disburse the Start-Up funds awarded for A&D 60 and MHS 37 in a particular line of the Financial Assistance Award after OHA's receipt, review, and approval of County's properly completed "Start-Up Request & Expenditure Report," as described in and in accordance with Exhibit L, "Start-Up Procedures."
- (b) After execution of the Agreement or any amendment(s) for Start-Up disbursements, County may request an advance of funds it anticipates using in the subsequent 120 calendar days.

**(f) Settlement and Confirmation of Performance Requirements:**

OHA uses either Settlement or Confirmation of Performance requirements at the end of each contracting period. The specific requirement will be listed in each individual Service Description.

- (1) **Agreement Settlement:**

- (a) Agreement Settlement will be used to reconcile any discrepancies that may have occurred during the term of this Agreement between actual OHA disbursements of funds awarded for Services under a particular line of Exhibit C, "Financial Assistance Award," containing an "A" in column "Part ABC," and amounts due for such Services based on the rate set forth in the special condition identified in that line of the Financial Assistance Award. For purposes of this section, amounts due to County are determined by the actual amount of Services delivered under that line of the Financial Assistance Award, as properly reported in accordance with the "Reporting Requirements" and "Special Reporting Requirements" sections of the

Agreement or as required in an applicable Specialized Service Requirement, and subject to the terms and limitations in this Agreement.

The settlement process will not apply to funds awarded for an approved reserved service capacity payment.

**(b) Agreement Settlement for Start-Up Services:**

Agreement Settlement will be used to reconcile any discrepancies that may have occurred during the term of this Agreement between actual OHA disbursements of funds awarded for Start-Up and amounts due for Services based on actual allowable expenditures incurred in accordance with the Service Description and Exhibit L, "Start-Up Procedures."

County shall submit all Start-Up Request and Expenditure Reports at the level of detail prescribed by OHA. Any reports not submitted by 45 calendar days after the expiration or termination date of this Agreement, whichever is earlier, shall not be accepted nor any funds owed by OHA.

**(2) Confirmation of Performance and Reporting Requirements:**

County shall be required to demonstrate through the data properly reported in accordance with the "Reporting Requirements" and "Special Reporting Requirements" sections, the qualifying Services to which these Services can be attributed, how funds awarded were utilized consistent with the terms and limitations herein to meet the performance requirements of the Service Description, and that County shall be subject to the monitoring and review of performance requirements and quality measures by the OHA Contract Administrator for the Program under which these Services falls and subject to the terms and limitations in this Agreement.

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

**EXHIBIT E  
SPECIAL TERMS AND CONDITIONS**

- 1. County Expenditures on Addiction Treatment, Recovery, & Prevention Services.** In accordance with ORS 430.345 to 430.380 (the “Mental Health Alcoholism and Drug Services Account”), County shall maintain its 2019-2020 financial contribution to alcohol and other drug treatment and prevention services at an amount not less than that for fiscal year 2018-2019. Furthermore, and in accordance with the Mental Health Alcoholism and Drug Services Account, County shall maintain its 2020-2021 financial contribution to alcohol and other drug treatment and prevention services at an amount not less than that for fiscal year 2019-2020. OHA may waive all or part of the financial contribution requirement in consideration of severe financial hardship or any other grounds permitted by law.
- 2. Limitations on use of Financial Assistance Awarded Addiction Treatment, Recovery, & Prevention Services.** Financial assistance awarded under this Agreement for Addiction Treatment, Recovery, & Prevention Services (as reflected in the Financial Assistance Award), may not be used to:

  - a. Provide inpatient hospital services;
  - b. Make cash payments to intended recipients of health services;
  - c. Purchase or improve land, to purchase, construct or permanently improve (other than minor remodeling) any building or other facility or to purchase major medical equipment;
  - d. Satisfy any requirement for expenditure of non-federal funds as a condition for receipt of federal funds (whether the federal funds are Federal Funds under this Agreement or otherwise); or
  - e. Carry out any program prohibited by section 256(b) of the Health Omnibus Programs Extension Act of 1988 (codified at 42 U.S.C. 300ee-5), which specifically prohibits funds provided under this Agreement from being used to provide Individuals with hypodermic needles or syringes so that such Individuals may use illegal drugs, unless the Surgeon General of the Public Health Service determines that a demonstration needle exchange program would be effective in reducing drug abuse.
- 3.** County shall maintain separate fund balances for the Community Mental Health, Addiction Treatment, Recovery, & Prevention, and Problem Gambling Services.
- 4. County Investigating and Reporting Allegations of Abuse for Mental Health Services.** County shall investigate and report all allegations of abuse regarding served Individuals and provide protective services to those Individuals to prevent further abuse. The investigation, reporting and protective services must be completed in compliance with ORS 430.735 through 430.765 and OAR 407-045-0120 through 407-045-0955, as such statutes and rules may be revised from time to time.
- 5. Trauma Informed Services** also referred to as **Trauma Informed Care (TIC).** CMHP shall comply with OAR 309-019-0105(118) as it relates to TIC. Providing any OHA Services, CMHP will have a TIC plan and TIC will appear as a core principle in CMHP policies, mission statement, and written program and service information, in accordance with OHA Trauma Informed Care

(TIC) Policy located at <https://www.oregon.gov/oha/amh/trauma-policy/Trauma%20Policy.pdf>. CMHP will initiate and complete an agency self-assessment and have a quality assurance structure/process to further develop and sustain TIC.

6. **Promotion, Prevention, Early Identification and Intervention.** Within available funds, CMHP will focus on promotion, prevention and early identification and intervention of conditions that lead to behavioral and mental health conditions in the array of interventions supported by CMHP services. This focus will lead to improved outcomes and enhanced healthcare experiences for Individuals as well as reduce overall expenditures.
7. **Clinical Interventions and Support Services** provided to any Individual enrolled in the Oregon Health Plan (OHP) who is covered for these Services and for which the CCO or Medical Assistance Programs (MAP) pays for these Services are not eligible for Services. The OHP benefit package includes many of the Services provided under this Agreement. The intent is not to duplicate OHP but rather augment the package of Services.
8. **Performance Standards and Quality Measures.** County shall comply with the following:
  - a. A Provider delivering Services with funds provided through this Agreement may not use funds to deliver covered Services to any Individual known to be enrolled in the Oregon Health Plan.
  - b. The quality of Services supported with funds provided through this Agreement will be measured in accordance with the criteria set forth below. The criteria are applied on a countywide basis each calendar quarter (or portion thereof) during the period for which the funds are awarded. County shall develop and implement quality assurance and quality improvement processes to progressively improve, as measured by the criteria set forth below, the quality of Services provided under this Agreement. OHA may provide performance incentive funds to some or all of these standards and measures. OHA may recommend additional actions to improve quality.
    - (1) **Access:** Access is measured by OHA as the percentage of county residents, as estimated by an OHA approved survey to determine treatment need, who are enrolled in Services with the exception of prevention and promotion. This measure applies to all program areas; Community Mental Health, Addiction Treatment, Recovery, and Prevention, and Problem Gambling Services.
    - (2) **Treatment Service Initiation:** Treatment service initiation is measured as the percentage of Individuals served within 14 calendar days of the original assessment, also known as the index date. The index date is a start date with no Services in the prior 60 calendar days. This measure applies to all program areas; Community Mental Health, Addiction Treatment, Recovery, and Prevention, and Problem Gambling Services.
    - (3) **Treatment Service Retention:** Treatment service retention is measured as the percentage of Individuals engaged in and receiving Services (excluding prevention and promotion) with funds provided through this Agreement who are actively engaged in Services for 90 calendar days or more. This measure applies to all program areas; Community Mental Health, Addiction Treatment, Recovery, & Prevention, and Problem Gambling Services.
    - (4) **Reduced Use:** Reduced use is measured as the percentage of Individuals engaged in and receiving Addiction Treatment, Recovery, & Prevention Services with funds

provided through this Agreement who reduce their use of alcohol or other drugs during treatment/Services, as reported in MOTS.

- (5) **Facility-Based Care Follow-Up:** Facility-based care follow-up is measured by the percentage of Individuals with a follow-up visit within 7 calendar days after hospitalization for mental illness or any facility-based Service defined as residential. This measure applies to all program areas; Community Mental Health, Addiction Treatment, Recovery, & Prevention, and Problem Gambling Services.
- (6) **Hospital and Facility-Based Readmission Rates:** Hospital and facility-based readmission rates are measured as a percentage of the number of Individuals returning to the same or higher levels of care within 30 and 180 calendar days divided by the total number of discharges. This measure applies to all program areas; Community Mental Health, Addiction Treatment, Recovery, & Prevention, and Problem Gambling Services.
- (7) **Parent-Child Reunification:** Parent-child reunification is measured as a percentage by dividing the number of parents reunited with a child (or multiple children) by the total number of parents served who had children in an out-of-home placement or foster care due to child welfare involvement. This measure applies to Addiction Treatment, Recovery, & Prevention Services only.
- (8) **Functional Outcomes – Housing Status; Employment Status; School Performance; and Criminal Justice Involvement:** Four functional outcome measures will be monitored by OHA and reported to the County as follows:
  - (a) **Housing Status:** This measure will be monitored and reported when improved housing status is established as a goal of treatment and Services; or when a person is homeless or in a licensed care facility. The measure is expressed as the number of Individuals who improve housing status, as indicated by a change from homelessness or licensed facility-based care to private housing, divided by the total number of Individuals with a goal to improve housing. This measure applies to all program areas; Community Mental Health, Addiction Treatment, Recovery, & Prevention, and Problem Gambling Services.
  - (b) **Supported Housing:** This measure is to count integrated housing for Individuals with Serious and Persistent Mental Illness (SPMI). The measure will be calculated based on the Individuals receiving rental assistance through the Rental Assistance Program and through the identification of Supported Housing in the community.
  - (c) **Employment Status:** This measure will be monitored and reported when employment is a goal of treatment and Services. This measure is expressed as the number of Individuals who become employed, as indicated by a change in employment status, divided by the total number of Individuals with a goal of becoming employed. This measure applies to all program areas; Community Mental Health, Addiction Treatment, Recovery, & Prevention, and Problem Gambling Services.
  - (d) **School Performance:** This measure will be monitored and reported when improved school attendance is a goal of treatment and Services. The measure is expressed as the number of Individuals who improve attendance in school while in active treatment, divided by the total number of

Individuals with a goal of improved attendance. This measure applies to all program areas; Community Mental Health, Addiction Treatment, Recovery, & Prevention, and Problem Gambling Services.

- (e) **Criminal Justice Involvement:** This measure will be monitored by OHA for Individuals referred by the justice system. The measure is expressed as the number of Individuals who were not arrested after an episode of active treatment or two consecutive quarters (whichever comes first), divided by the total number of Individuals referred by the justice system. This measure applies to all program areas; Community Mental Health, Addiction Treatment, Recovery, & Prevention, and Problem Gambling Services.
- (f) **Oregon State Hospital (OSH) Ready to Transition List (RTT):** All Contractors need to work together to make sure when an Individual is deemed Ready To Transition, they are discharged timely and with the appropriate Services and supports. This measure will be calculated by identifying the length of time from RTT to discharge for Individuals at OSH under civil commitment.

This measure applies only to Community Mental Health services.

- 9. Upon OHA's identification of any deficiencies in the County's performance under this Agreement, including without limitation failure to submit reports as required, failure to expend available funding, or failure to meet performance requirements, County shall prepare and submit to OHA within 30 calendar days a Corrective Action Plan (CAP) to be reviewed and approved by OHA. The CAP shall include, but is not limited to, the following information:
  - a. Reason or reasons for the CAP;
  - b. The date the CAP will become effective, with timelines for implementation;
  - c. Planned action already taken to correct the deficiencies, as well as proposed resolutions to address remaining deficits identified, with oversight and monitoring by OHA; and
  - d. Proposed remedies, short of termination, should County not come into compliance within the timeframe set forth in the CAP.

#### 10. **Reporting Requirement for MOTS**

All Individuals receiving Services for A&D 03, 61, 62, 63, 64, 65, 66, 67, and MHS 01, 04, 05, 08, 09, 13, 15, 20, 25, 26, 27, 28, 30, 34, 35, 36, 38, 39 with funds provided through this Agreement must be enrolled and that Individual's record maintained in the Measures and Outcomes Tracking System (MOTS) as specified in OHA's MOTS Reference Manual located, at: <http://www.oregon.gov/OHA/HSD/AMH-MOTS/pages/resource.aspx>, and the Who Reports in MOTS Policy, as follows:

The data collection system for the Health Systems Division (HSD) is the Measures and Outcomes Tracking System or MOTS. In general, behavioral health providers who are either licensed or have a letter of approval from the HSD (or the former Addictions & Mental Health Division [AMH]), and receive public funds to provide treatment services are required to report to MOTS. In addition to the general rule above, there are four basic ways to classify who is required to submit data to MOTS:

- a. Providers with HSD contracts that deliver treatment services (this includes Community Mental Health Programs [CMHP], Local Mental Health Authorities [LMHA] and other

types of community behavioral health providers); these programs shall all have a license or letter of approval from the HSD or AMH;

- b.** Providers that are subcontractors (can be a subcontractor or a CMHP or other entity that holds a contract with HSD or OHA, such as a Mental Health Organization [MHO], or a Coordinated Care Organization [CCO]);
- c.** Providers that HSD does not contract with but are required to submit data to MOTS by State/Federal statute or rule; these include DUII services providers and methadone maintenance providers; and
- d.** Providers that contract with other governmental agencies (e.g., Oregon Youth Authority [OYA] or the Department of Corrections [DOC] to deliver mental health and /or substance abuse services).
- e.** Primary care physicians that provide a single service on behalf of the CMHP are not required to report the MOTS status or service level data.

If there are any questions, contact MOTS Support at [MOTS.Support@state.or.us](mailto:MOTS.Support@state.or.us).



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

**EXHIBIT F  
GENERAL TERMS AND CONDITIONS**

**1. Disbursement and Recovery of Financial Assistance.**

- a. Disbursement Generally.** Subject to the conditions precedent set forth below, OHA shall disburse the financial assistance described in the Financial Assistance Award to County in accordance with the procedures set forth below and, as applicable, in the Service Descriptions and the Financial Assistance Award. Disbursement procedures may vary by Service.
  - (1) Disbursement of Financial Assistance Awarded for Services in Financial Assistance Award.** As set forth in the Service Description for a particular Service, OHA will generally disburse financial assistance that is described in the Financial Assistance Award to County in monthly allotments in advance of actual delivery of the Service.
  - (2) Disbursements Remain Subject to Recovery.** All disbursements of financial assistance under this Agreement, including disbursements made directly to Providers, remain subject to recovery from County, in accordance with Recovery of Financial Assistance section below.
- b. Conditions Precedent to Disbursement.** OHA’s obligation to disburse financial assistance to County 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 6 of Exhibit G, “Standard Terms and Conditions,” has occurred.
  - (2)** County’s representations and warranties, as set forth in Section 4 of Exhibit G, “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.
- c. Recovery of Financial Assistance.**
  - (1) Notice of Underexpenditure, Overexpenditure.** If OHA believes there has been an Underexpenditure or Overexpenditure (as defined in Exhibit A “Definitions”) of moneys disbursed under this Agreement, OHA shall provide County with written notice thereof, with a detailed spreadsheet providing supporting data of an under or over expenditure, and OHA and County shall engage in the process described in the Recovery of Underexpenditure or Overexpenditure section below. If OHA believes there has been a Misexpenditure (as defined in Exhibit A “Definitions”) of moneys disbursed to County under this Agreement, OHA shall provide County with written notice thereof and OHA and County shall engage in the process described in Recovery of Misexpenditures section below.

(2) **Recovery of Underexpenditure or Overexpenditure.**

- (a) **County's Response.** County shall have 90 calendar days from the effective date of the notice of Underexpenditure or Overexpenditure or from the date of receipt of the notice, whichever is later, to pay OHA in full or notify OHA that it wishes to engage in the appeals process set forth in the Appeals Process section below. If County fails to respond within that 90 calendar-day time period, County shall promptly pay the noticed Underexpenditure or Overexpenditure.
- (b) **Appeals Process.** Upon receipt of the final notice, if County notifies OHA that it wishes to engage in the Appeals Process, County and OHA shall engage in non-binding discussions to give the County an opportunity to present reasons why it believes that there was no Underexpenditure or Overexpenditure, or that the amount of the Underexpenditure or Overexpenditure was different than the amount identified by OHA, and to give OHA the opportunity to reconsider its notice. County and OHA may negotiate an appropriate apportionment of responsibility for the repayment of an Underexpenditure or Overexpenditure. At County request, OHA will meet and negotiate with County in good faith concerning appropriate apportionment of responsibility for repayment of an Underexpenditure or Overexpenditure. In determining an appropriate apportionment of responsibility, County and OHA may consider any relevant factors. An example of a relevant factor is the extent to which either party contributed to an interpretation of a statute, regulation or rule prior to the expenditure that was officially reinterpreted after the expenditure. If OHA and County reach agreement on the amount owed to OHA, County shall promptly repay that amount to OHA by issuing payment to OHA or by directing OHA to withhold future payments pursuant to the Recovery from Future Payment section below. If OHA and County are unable to agree to whether there has been an Underexpenditure or Overexpenditure or as to the amount owed, the parties may agree to consider further appropriate dispute resolution processes, including, subject to State of Oregon Department of Justice and County Counsel approval, arbitration. If both parties are unable to agree to further dispute resolution, the parties shall proceed according to the procedures described in the Recovery from Future Payments section below.
- (c) **Recovery from Future Payments.** To the extent that OHA is entitled to recover an Underexpenditure or Overexpenditure pursuant to this Recovery of Underexpenditure or Overexpenditure section, OHA may recover the Underexpenditure or Overexpenditure by offsetting the amount thereof against future amounts owed to County by OHA, including, but not limited to, any amount owed to County by OHA under any other agreement between County and OHA, present or future. OHA shall provide County written notice of its intent to recover the amount of the Underexpenditure or Overexpenditure from amounts owed County by OHA as set forth in this Section and shall identify the amounts, which OHA intends to offset, (including the agreements, if any, under which the amounts owed arose and from those from which OHA wishes to deduct payments). County shall then have 14 calendar days from the date of OHA's notice in which to request the deduction be made from other amounts owed to County by

OHA and identified by County. OHA shall comply with County's request for alternate offset. In the event that OHA and County are unable to agree on which specific amounts, owed to County by OHA, OHA may offset in order to recover the amount of the Underexpenditure or Overexpenditure, OHA may select the particular agreements, between OHA and County, and amounts from which it will recover the Underexpenditure or Overexpenditure, after providing notice to the County and subject to the following limitations: OHA shall first look to amounts owed to County (but unpaid) under this Agreement. If that amount is insufficient, then OHA may look to any other amounts currently owing or owed in the future to County by OHA. In no case, without the prior consent of County, shall OHA deduct from any one payment due to County under the agreement from which OHA is offsetting funds an amount in excess of twenty-five percent (25%) of that payment. OHA may look to as many future payments as necessary in order to fully recover the amount of the Underexpenditure or Overexpenditure.

**(3) Recovery of Misexpenditure.**

- (a)** If OHA believes there has been a Misexpenditure (as defined in Exhibit A "Definitions") of money disbursed to County under this Agreement, OHA shall provide to County a written notice of recovery, with a detailed spreadsheet providing supporting data of the Misexpenditure attached, and OHA and County shall engage in the process described in the Appeal Process section below.
- (b) County's Response.** From the effective date of the Misexpenditure notice or from the date of receipt of notice, whichever is later, County shall have the lesser of 60 calendar days; or if a Misexpenditure relates to a federal government request for reimbursement, 30 calendar days fewer than the number of days (if any) OHA has to appeal a final written decision from the federal government, to either:

  - i.** Make a payment to OHA in the full amount of the Misexpenditure as identified by OHA in the notice; or
  - ii.** Notify OHA that County wishes to repay the amount of the Misexpenditure, as identified by OHA in the notice, from future payments pursuant to the Recovery from Future Payments section below; or
  - iii.** Notify OHA that it wishes to engage in the applicable appeal process, as set forth in the Appeal Process section below.

If County fails to respond within the time required by this Section, OHA may recover the amount of the Misexpenditure identified in the notice from future payments as set forth in Recovery from Future Payment section below.

- (c) **Appeal Process.** If County notifies OHA that it wishes to engage in an appeal process with respect to a notice of Misexpenditure from OHA, the parties shall comply with the following procedures, as applicable:
- i. **Appeal from OHA-Identified Misexpenditure.** If OHA’s notice of Misexpenditure is based on a Misexpenditure solely of the type described in Section 20(b) or (c) of Exhibit A, “Definitions,” County and OHA shall engage in the process described in this Appeal Process section to resolve a dispute regarding the notice of Misexpenditure. First, County and OHA shall engage in non-binding discussions, to give the County an opportunity to present reasons why it believes that there is, in fact, no Misexpenditure or that the amount of the Misexpenditure is different than the amount identified by OHA in the notice, and to give OHA the opportunity to reconsider its notice. County and OHA may negotiate an appropriate apportionment of responsibility for the repayment of the Misexpenditure. At County’s request, OHA will meet and negotiate with County in good faith concerning appropriate apportionment of responsibility for repayment of the Misexpenditure. In determining an appropriate apportionment of responsibility, County and OHA may consider any relevant factors. An example of a relevant factor is the extent to which either party contributed to an interpretation of a statute, regulation or rule prior to the expenditure that was officially reinterpreted after the expenditure. If OHA and County reach agreement on the amount owed to OHA, County shall promptly repay that amount to OHA by issuing payment to OHA or by directing OHA to withhold future payments pursuant to the Recovery from Future Payments section below. If OHA and County continue to disagree as to whether there has been a Misexpenditure or as to the amount owed, the parties may agree to consider further appropriate dispute resolution processes, including, subject to State of Oregon Department of Justice and County Counsel approval, arbitration.
  - ii. **Appeal from Federal-Identified Misexpenditure.**
    - A. If OHA’s notice of Misexpenditure is based on a Misexpenditure of the type described in Section 20(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 County may, 30 calendar days prior to the applicable federal appeals deadline, request that OHA appeal the determination of improper use, notice of disallowance or other federal identification of improper use of funds in accordance with the process established or adopted by the federal agency. If County so requests that OHA appeal the determination of improper use of federal

funds, federal notice of disallowance or other federal identification of improper use of funds, the amount in controversy shall, at the option of County, be retained by the County or returned to OHA pending the final federal decision resulting from the initial appeal. If the County requests, prior to the deadline set forth above, that OHA appeal, OHA shall appeal the determination of improper use, notice of disallowance or other federal identification of improper use of funds in accordance with the established process and shall pursue the appeal until a decision is issued by the Departmental Grant Appeals Board of the 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. County and OHA shall cooperate with each other in pursuing the appeal. If the Grant Appeals Board or its equivalent denies the appeal then either County, OHA, or both may, at 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, County shall repay to OHA the amount of the Misexpenditure (reduced, if at all, as a result of the appeal) by issuing payment to OHA or by directing OHA to withhold future payments pursuant to Recovery from Future Payments section below. To the extent that County retained any of the amount in controversy while the appeal was pending, the County shall also pay to OHA the interest, if any, charged by the federal government on such amount.

- B.** If the relevant federal agency does not provide a process either by statute or administrative rule to appeal the determination of improper use of federal funds, the notice of disallowance or other federal identification of improper use of funds or County does not request that OHA pursue an appeal 30 calendar days prior to the applicable federal appeals deadline, and if OHA does not appeal, 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, County shall repay to OHA the amount of the Misexpenditure by issuing a payment to OHA or by directing OHA to withhold future payments pursuant to the Recovery from Future Payments section below.

- C.** If County does not request that OHA pursue an appeal of the determination of improper use of federal funds, the notice of disallowance or other federal identification of improper use of funds 30 calendar days prior to the applicable federal appeals deadline but OHA nevertheless appeals, County shall repay to OHA the amount of the Misexpenditure (reduced, if at all, as a result of the appeal), within 90 calendar days of the date the federal decision resulting from the appeal is final, by issuing payment to OHA or by directing OHA to withhold future payments pursuant to the Recovery from Future Payments section below.
- D.** Notwithstanding County's Response section above, if the Misexpenditure was expressly authorized by OHA rule or an OHA writing that applied when the expenditure was made but was prohibited by federal statutes or regulations that applied when the expenditure was made, County will not be responsible for repaying the amount of the Misexpenditure to OHA, provided that:
- I.** Where post-expenditure official reinterpretation of federal statutes or regulations results in a Misexpenditure, County and OHA will meet and negotiate in good faith an appropriate apportionment of responsibility between them for repayment of the Misexpenditure.
  - II.** For purposes of this Section, an OHA writing must interpret this Agreement or OHA rule and be signed by the Director of OHA, the Director of Health Systems Division or the Section Director.  
  
OHA shall designate an alternate officer in the event the Health Systems Division is abolished. Upon County's request, OHA shall notify County of the names of the individual officers listed above. OHA shall send OHA writings described in this paragraph to County by mail and email and to CMHP directors by email.
  - III.** The OHA writing must be in response to a request from County for expenditure authorization or a statement intended to provide official guidance to County or counties generally for making expenditures under this Agreement. The writing must not be contrary to this Agreement or contrary to law or other applicable authority that is clearly established at the time of the OHA writing.

- IV. If the OHA writing is in response to a request from County for expenditure authorization, the County's request must be in writing and signed by the director of a County department with the authority to make such a request or by the 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. An OHA writing expires on the date stated in the writing, or if no expiration date is stated, six years from the date of the writing. An expired OHA writing continues to apply to County expenditures that were made in compliance with the writing and during the term of the writing.
- VI. OHA may revoke or revise an OHA writing at any time if it determines in its sole discretion that the writing allowed expenditure in violation of this Agreement, law, or any other applicable authority. However, County is not responsible for a misexpenditure that was based on an OHA writing that was effective at the time of the misexpenditure.
- VII. OHA rule does not authorize an expenditure that this Agreement prohibits.

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

of County, shall OHA deduct from any one payment due County under the agreement from which OHA is offsetting funds an amount in excess of twenty-five percent (25%) of that payment. OHA may look to as many future payments as necessary in order to fully recover the amount of the Misexpenditure.

**(4) Additional Provisions related to parties' rights and obligations with respect to Underexpenditures, Overexpenditures and Misexpenditures.**

- (a)** County shall cooperate with OHA in the Agreement Settlement process.
- (b)** OHA's right to recover Underexpenditures, Overexpenditures and Misexpenditures from County under this Agreement is not subject to or conditioned upon County's recovery of any money from any other entity.
- (c)** If the exercise of OHA's right to offset under this provision requires the County to complete a re-budgeting process, nothing in this provision shall be construed to prevent the County 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 the County to negotiate and execute any future contract with OHA.
- (e)** Nothing in this Section shall be construed as a waiver by either party of any process or remedy that might otherwise be available.

**2. Use of Financial Assistance.** County shall use the financial assistance disbursed to County under this Agreement solely to cover actual Allowable Costs reasonably and necessarily incurred to deliver Services during the term of this Agreement.

**3. Award Adjustments**

- a.** County may use funds awarded in a Program Area to cover actual Allowable Costs reasonably and necessarily incurred to deliver Services in that Program Area, from the Effective Date of this Agreement through the termination or expiration of this Agreement. In addition to the financial assistance provided to County under this Agreement expressly for those Services, up to 10 percent of the aggregate financial assistance awarded to County at the time the use occurs (as such award is reflected in the Financial Assistance Award without giving effect to any prior adjustments under this Award Adjustments section and other than from Federal Funds) County may use funds for other Services in that Program Area (other than financial assistance provided to County for MHS 04, MHS 05, MHS 08, MHS 09, MHS 10, MHS 12, MHS 13, MHS 15, MHS 26, MHS 27, MHS 28, MHS 37, A&D 60, A&D 61, A&D 62, A&D 65, A&D 80, A&D 81, A&D 82, A&D 83 and A&D 84, which is not subject to this 10 percent use adjustment). If County uses financial assistance described in the Financial Assistance Award in reliance on this Award Adjustments section, County shall promptly notify in writing of such use.
- b.** Financial assistance disbursed to County under this Agreement that County would be entitled to retain if used prior to the termination or expiration of this Agreement (as calculated in accordance with the methodologies set forth in the applicable Service Descriptions), may be retained by County even if not used prior to the termination or expiration of this Agreement provided that other provisions of this Agreement do not require the financial assistance to be used by County prior to termination or expiration of



this Agreement and provided further that County uses the financial assistance solely to deliver future Services for the purpose it was originally awarded.

**4. Amendments Proposed by OHA.**

- a. Amendments of Financial Assistance Award.** County shall review all proposed amendments to the Financial Assistance Award prepared and presented to County by OHA in accordance with this Section. Amendments to the Financial Assistance Award will be presented to County in electronic form. OHA may withdraw a proposed amendment by and effective upon written notice to County. If not sooner accepted or rejected by County, or withdrawn by OHA, a proposed amendment shall be deemed rejected by County 60 calendar days after County's receipt thereof and OHA's offer to amend the Financial Assistance Award shall be automatically revoked. If County chooses to accept a proposed amendment presented in electronic form, County shall return the proposed amendment to OHA signed by the County Financial Assistance Administrator. Upon OHA's actual physical receipt and signature of a proposed amendment signed by the County Financial Assistance Administrator but otherwise unaltered, the proposed amendment shall be considered accepted by the parties and the Financial Assistance Award, as amended by the proposed amendment, shall become the Financial Assistance Award under this Agreement. If County returns a proposed amendment altered in any way (other than by signature of the County Financial Assistance Administrator), OHA may, in its discretion, accept the proposed amendment as altered by County but only if the County Financial Assistance Administrator has initialed each alteration. A proposed amendment altered by County and returned to OHA shall be considered accepted by OHA on the date OHA initials each alteration and on that date the Financial Assistance Award, as amended by the proposed amendment (as altered), shall become the Financial Assistance Award.
- b. Other Amendments.** County shall review all proposed amendments to this Agreement prepared and presented to County by OHA, other than those described in the previous subsection a., promptly after County's receipt thereof. If County does not accept a proposed amendment within 60 calendar days of County's receipt thereof, County shall be deemed to have rejected the proposed amendment and the offer to amend the Agreement, as set forth in the proposed amendment, shall be automatically revoked. If County chooses to accept the proposed amendment, County shall return the proposed amendment to OHA signed by a duly authorized County official. Upon OHA's actual physical receipt and signature of a proposed amendment signed by a duly authorized County official but otherwise unaltered, the proposed amendment shall be considered accepted by the parties and this Agreement shall be considered amended as set forth in the accepted amendment. If County returns a proposed amendment altered in any way (other than by signature of a duly authorized County official), OHA may, in its discretion, accept the proposed amendment as altered by County but only if a duly authorized County official has initialed each alteration. A proposed amendment altered by County and returned to OHA shall be considered accepted by OHA on the date OHA initials each alteration and on that date this Agreement shall be considered amended as set forth in the accepted amendment.

- 5. Provider Contracts.** Except when the Service expressly requires the Service or a portion thereof to be delivered by County directly and subject to the Provider Monitoring section below, County may use financial assistance provided under this Agreement for a particular Service to purchase that Service, or a portion thereof, from a third person or entity (a “Provider”) through a contract (a “Provider Contract”). Subject to the Provider Monitoring section below, County may permit a Provider to purchase the Service, or a portion thereof, from another person or entity under a subcontract and such subcontractors shall also be considered Providers for purposes of this Agreement and those subcontracts shall be considered Provider Contracts under this Agreement. County shall not permit any person or entity to be a Provider unless the person or entity holds all licenses, certificates, authorizations and other approvals required by applicable law to deliver the Service. If County purchases a Service, or portion thereof, from a Provider, the Provider Contract must be in writing, identify for sub-recipients the amount of federal funds included in the Provider Contract, provide the CFDA number, and contain each of the provisions set forth in Exhibit I, “Required Provider Contract 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 Provider Contract under the terms of this Agreement or that are necessary to implement Service delivery in accordance with the applicable Service Descriptions, Specialized Service Requirements and Special Conditions. County shall maintain an originally executed copy of each Provider Contract at its office and shall furnish a copy of any Provider Contract to OHA upon request.
- 6. Provider Monitoring.** County shall monitor each Provider’s delivery of Services and promptly report to OHA when County identifies a deficiency in a Provider’s delivery of a Service or in a Provider’s compliance with the Provider Contract between the Provider and County. County shall promptly take all necessary action to remedy any identified deficiency on the part of the Provider. County shall also monitor the fiscal performance of each Provider and shall take all lawful management and legal action necessary to pursue this responsibility. In the event of a deficiency in a Provider’s delivery of a Service or in a Provider’s compliance with the Provider Contract between the Provider and County, nothing in this Agreement shall limit or qualify any right or authority OHA has under state or federal law to take action directly against the Provider.
- 7. Alternative Formats and Translation of Written Materials, Interpreter Services.**

In connection with the delivery of Program 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 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. OHA 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.

- 8. Reporting Requirements.** If County delivers a Service directly, County shall prepare and furnish the following information to OHA when that Service is delivered:
- a. Client, Service and financial information as specified in the Service Description.
  - b. All additional information and reports that OHA reasonably requests.
- 9. Operation of CMHP.** County shall operate or contract for the operation of a CMHP during the term of this Agreement. If County uses funds provided under this Agreement for a particular Service, County shall include that Service in its CMHP from the date it begins using the funds for that Service until the earlier of: (a) termination or expiration of this Agreement; (b) termination by OHA of OHA's obligation to provide financial assistance for that Service in accordance with Exhibit G, Termination section; or (c) termination by the County, in accordance with Exhibit G, Termination section, of County's obligation to include in its CMHP a Program Area that includes that Service.
- 10. OHA Reports.**
- a. To the extent resources are available to OHA to prepare and deliver the information, OHA shall, during the term of this Agreement, provide County with the following reports:
    - (1) Summary reports to County and County's Providers from MOTS data as reported to OHA under this Agreement; and
    - (2) Monthly reports to County that detail disbursement of financial assistance under the Financial Assistance Award in Exhibit C for the delivery of Services.
  - b. OHA shall prepare and send to each Provider to whom OHA makes direct payments on behalf of County under this Agreement during a calendar year, an IRS Form 1099 for that year specifying the total payments made by OHA to that Provider.
- 11. Technical Assistance.** During the term of this Agreement, OHA shall provide technical assistance to County in the delivery of Services to the extent resources are available to OHA for this purpose. If the provision of technical assistance to the County concerns a Provider, OHA may require, as a condition to providing the assistance, that County take all action with respect to the Provider reasonably necessary to facilitate the technical assistance.
- 12. Payment of Certain Expenses.** If OHA requests that an employee of County or a Provider or a citizen of County attend OHA training or an OHA conference or business meeting and County has obligated itself to reimburse the individual for travel expenses incurred by the individual in attending the training or conference, OHA may pay those travel expenses on behalf of County but only at the rates and in accordance with the reimbursement procedures set forth in the Oregon Accounting Manual (<http://www.oregon.gov/das/Financial/Acctng/Pages/oam.aspx>) under 40.10.00 as of the date the expense was incurred and only to the extent that OHA determines funds are available for such reimbursement.

- 13. Effect of Amendments Reducing Financial Assistance.** If County and OHA amend this Agreement to reduce the amount of financial assistance awarded for a particular Service, County is not required by this Agreement to utilize other County funds to replace the funds no longer received under this Agreement as a result of the amendment and County may, from and after the date of the amendment, reduce the quantity of that Service included in its CMHP commensurate with the amount of the reduction in financial assistance awarded for that Service. Nothing in the preceding sentence shall affect County's obligations under this Agreement with respect to financial assistance actually disbursed by OHA under this Agreement or with respect to Services actually delivered.
- 14. Resolution of Disputes over Additional Financial Assistance Owed County After Termination or Expiration.** If, after termination or expiration of this Agreement, County believes that OHA disbursements of financial assistance under this Agreement for a particular Service are less than the amount of financial assistance that OHA is obligated to provide to County under this Agreement for that Service, as determined in accordance with the applicable financial assistance calculation methodology, County shall provide OHA with written notice thereof. OHA shall have 90 calendar days from the effective date of County's notice to pay County in full or notify County that it wishes to engage in a dispute resolution process. If OHA notifies County that it wishes to engage in a dispute resolution process, County and OHA's Chief Health Systems Officer for the Health Systems Division shall engage in non-binding discussion to give OHA an opportunity to present reasons why it believes that it does not owe County any additional financial assistance or that the amount owed is different than the amount identified by County in its notices, and to give County the opportunity to reconsider its notice. If OHA and County reach agreement on the additional amount owed to County, OHA shall promptly pay that amount to County. If OHA and County continue to disagree as to the amount owed, the parties may agree to consider further appropriate dispute resolution processes, including, subject to Department of Justice and County Counsel approval, binding arbitration. Nothing in this Section shall preclude the County from raising underpayment concerns at any time prior to termination or expiration of this Agreement under Alternative Dispute Resolution below.
- 15. 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.
- 16. 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:
- (1) Network;
  - (2) Personal Computer;
  - (3) Printer/Plotter;
  - (4) Server;

- (5) Storage device that will contain client information;
  - (6) Storage device that will not contain client information, when the acquisition cost is \$100 or more; and
  - (7) Software, when the acquisition cost is \$100 or more.
- b. For any Equipment authorized by OHA for purchase with funds from this Agreement, ownership shall be in the name of the County and County is required to accurately maintain the following Equipment inventory records:
- (1) Description of the Equipment;
  - (2) Serial number;
  - (3) Where Equipment was purchased;
  - (4) Acquisition cost and date; and
  - (5) Location, use, and condition of the Equipment.

County shall provide the Equipment inventory list electronically to the Agreement Administrator at [amhcontract.administrator@state.or.us](mailto:amhcontract.administrator@state.or.us) by June 30<sup>th</sup> of the first fiscal year and at the end of the remainder of the term of this Contract. County shall be responsible to safeguard any Equipment and maintain the Equipment in good repair and condition while in the possession of County or any Providers. County shall depreciate all Equipment, with a value of more than \$5,000, using the straight-line method.

- c. Upon termination of this Agreement, or any Service thereof, for any reason whatsoever, County shall, upon request by OHA, immediately, or at such later date specified by OHA, tender to OHA any and all Equipment purchased with funds under this Agreement as OHA may require to be returned to the State. At OHA's direction, County may be required to deliver said Equipment to a subsequent contractor for that contractor's use in the delivery of Services formerly provided by County. Upon mutual agreement, in lieu of requiring County to tender the Equipment to OHA or to a subsequent contractor, OHA may require County to pay to OHA the current value of the Equipment. Equipment value will be determined as of the date of Agreement or Service termination.
- d. If funds from this Agreement are authorized by OHA to be used as a portion of the purchase price of Equipment, requirements relating to title, maintenance, Equipment inventory reporting and residual value shall be negotiated, and the agreement reflected in a Special Condition authorizing the purchase.
- e. Notwithstanding anything herein to the contrary, County shall comply with 45 CFR 75.320, which generally describes the required maintenance, documentation, and allowed disposition of equipment purchased with federal grant funds.
17. Nothing in this Agreement shall cause or require County or OHA to act in violation of state or federal constitutions, statutes, regulations or rules. The parties intend this limitation to apply in addition to any other limitation in this Agreement, including limitations in Disbursement and Recovery of Financial Assistance above.

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

**EXHIBIT G  
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, (e) 45 CFR 164 Subpart C, and all regulations and administrative rules established pursuant to those laws in the construction, remodeling, maintenance and operation of any structures and facilities, and in the conduct of all programs, services and training associated with the delivery of 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;



- 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 of its property; (2) admits in writing its inability, or is generally unable, to pay its debts as they become due; (3) makes a general assignment for the benefit of its creditors; (4) is adjudicated a bankrupt or insolvent; (5) commences a voluntary case under the Federal Bankruptcy Code (as now or hereafter in effect); (6) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts; (7) fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against it in an involuntary case under the Bankruptcy Code; or (8) takes any action for the purpose of effecting any of the foregoing; or
- 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 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).

The delivery of any Service fails to comply with the terms and conditions of this Agreement or fails to meet the standards for Service as set forth herein, including but not limited to, any terms, condition, standards and requirements set forth in the Financial Assistance Award and applicable Service Description.

- 7. **OHA Default.** OHA shall be in default under this Agreement upon the occurrence of any of the following events:
  - a. OHA fails to perform, observe or discharge any of its covenants, agreements, or obligations set forth herein; or
  - b. Any representation, warranty or statement made by OHA herein or in any documents or reports made in connection herewith or relied upon by County to measure performance by OHA is untrue in any material respect when made.

## 8. Termination.

- a. **County Termination.** County may terminate this Agreement in its entirety or may terminate its obligation to include a particular Program Area in its CMHP:
  - (1) For its convenience, upon at least three calendar months advance written notice to OHA, with the termination effective as of the first day of the month following the notice period;
  - (2) Upon 45 calendar days advance written notice to OHA, if 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 OHA, if OHA is in default under this Agreement and such default remains uncured at the end of said 30 calendar day period or such longer period, if any, as County may specify in the notice; or

- (4) Immediately upon written notice to OHA, if Oregon statutes or federal laws, regulations or guidelines are modified, changed or interpreted by the Oregon Legislative Assembly, the federal government or a court in such a way that County no longer has the authority to meet its obligations under this Agreement.
- b. OHA Termination.** OHA may terminate this Agreement in its entirety or may terminate its obligation to provide financial assistance under this Agreement for one or more particular Services described in the Financial Assistance Award:
- (1) For its convenience, upon at least three calendar months advance written notice to County, with the termination effective as of the first day of the month following the notice period;
  - (2) Upon 45 calendar days advance written notice to County, if OHA does not obtain funding, appropriations and other expenditure authorizations from federal, state or other sources sufficient to meet the payment obligations of OHA under this Agreement, as determined by OHA in the reasonable exercise of its administrative discretion. Notwithstanding the preceding sentence, OHA may terminate this Agreement in its entirety or may terminate its obligation to provide financial assistance under this Agreement for one or more particular Services, 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 OHA's legislative authorization for expenditure of funds to such a degree that OHA will no longer have sufficient expenditure authority to meet its payment obligations under this Agreement, as determined by OHA in the reasonable exercise of its administrative discretion, and the effective date for such reduction in expenditure authorization is less than 45 calendar days from the date the action is taken;
  - (3) Immediately upon written notice to 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 OHA no longer has the authority to meet its obligations under this Agreement or no longer has the authority to provide the financial assistance from the funding source it had planned to use;
  - (4) Upon 30 calendar days advance written notice to 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 OHA 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 Provider to deliver a Service described in the Financial Assistance Award is for any reason denied, revoked, suspended, not renewed or changed in such a way that County or a Provider no longer meets requirements to deliver the Service. This termination right may only be exercised with respect to the particular Service or Services impacted by loss of necessary licensure or certification; or
  - (6) Immediately upon written notice to County, if OHA reasonably determines that County or any of its Providers have endangered or are endangering the health or safety of a Client or others in performing the Services covered in this Agreement.

- c. OHA and County agree that this Agreement extends to March 31, 2022, but only for the purpose of amendments to adjust the allocated budget (Exhibit C, “Financial Assistance Award”) for Services performed, or not performed, by County during 2021. If there is more than one amendment modifying the Financial Assistance Award, the amendment shall be applied to the Financial Assistance Award in the order in which the amendments are executed by County and OHA. In no event is the County authorized to provide any Services under this Agreement, and County is not required to provide any Services under this Agreement, after December 31, 2021.

**9. Effect of Termination.**

**a. Entire Agreement.**

- (1) Upon termination of this Agreement in its entirety, OHA shall have no further obligation to pay or disburse financial assistance to County under this Agreement, whether or not OHA has paid or disbursed to County all financial assistance described in the Financial Assistance Award except: (a) with respect to funds described in the Financial Assistance Award, to the extent OHA’s disbursement of financial assistance for a particular Service, the financial assistance for which is calculated on a rate per unit of service or service capacity basis, is less than the applicable rate multiplied by the number of applicable units of Service or Service capacity of that type performed or made available from the effective date of this Agreement through the termination date; and (b) with respect to funds described in the Financial Assistance Award, to the extent OHA’s disbursement of financial assistance for a particular Service, the financial assistance for which is calculated on a cost reimbursement basis, is less than the cumulative actual Allowable Costs reasonably and necessarily incurred with respect to delivery of that Service, from the effective date of this Agreement through the termination date.
- (2) Upon termination of this Agreement in its entirety, County shall have no further obligation under this Agreement to operate a CMHP.

**b. Individual Program Area or Service.**

- (1) Upon termination of OHA’s obligation to provide financial assistance under this Agreement for a particular Service, OHA shall have no further obligation to pay or disburse any financial assistance to County under this Agreement for that Service, whether or not OHA has paid or disbursed to County all financial assistance described in the Financial Assistance Award for that Service except: (a) with respect to funds described in the Financial Assistance Award and if the financial assistance for that Service is calculated on a rate per unit of service or service capacity basis, to the extent that OHA’s prior disbursement of financial assistance for that Service is less than the applicable rate multiplied by the number of applicable units of Service or Service capacity of that type performed or made available during the period from the first day of the period for which the funds were awarded through the earlier of the termination of OHA’s obligation to provide financial assistance for that Service or the last day of the period for which the funds were awarded; and (b) with respect to funds described in the Financial Assistance Award and if the financial assistance for that Service is calculated on a cost reimbursement basis, to the extent that OHA’s prior disbursement of financial assistance for that Service is less than the cumulative actual Allowable Costs reasonably and necessarily incurred by County with respect to delivery of that

Service, during the period from the effective date of this Agreement through the termination of OHA's obligation to provide financial assistance for that Service.

- (2) Upon termination of OHA's obligation to provide financial assistance under this Agreement for a particular Service, County shall have no further obligation under this Agreement to include that Service in its CMHP.
- (3) Upon termination of County's obligation to include a Program Area in its CMHP, OHA shall have (a) no further obligation to pay or disburse financial assistance to County under this Agreement for System Management and Coordination – Community Mental Health Services (MHS 01) and System Management and Coordination - Addiction Treatment, Recovery, & Prevention, and Problem Gambling Services (A&D 03) in that Program Area whether or not OHA has paid or disbursed to County all financial assistance described in the Financial Assistance Award for local administration of Services in that Program Area; and (b) no further obligation to pay or disburse any financial assistance to County under this Agreement for Services in that Program Area, whether or not OHA has paid or disbursed to County all financial assistance described in the Financial Assistance Award for those Services except: (1) with respect to funds described in the Financial Assistance Award, to the extent OHA's disbursement of financial assistance for a particular Service falling within that Program Area, the financial assistance for which is calculated on a rate per unit of service or service capacity basis, is less than the applicable rate multiplied by the number of applicable units of Service or Service capacity of that type performed or made available during the period from the Effective Date of this Agreement through the termination of County's obligation to include the Program Area, in which that Service falls, in County's CMHP; and (2) with respect to funds described in the Financial Assistance Award, to the extent OHA's disbursement of financial assistance for a particular Service falling within that Program Area, the financial assistance for which is calculated on a cost reimbursement basis, is less than the cumulative actual Allowable Costs reasonably and necessarily incurred by County with respect to delivery of that Service, during the period from the Effective Date of this Agreement through the termination of County's obligation to include the Program Area, in which that Service falls, in County's CMHP.
- (4) Upon termination of County's obligation to include a Program Area in its CMHP, County shall have no further obligation under this Agreement to include that Program Area in its CMHP.

**c. Disbursement Limitations.** Notwithstanding subsections (a) and (b) above:

- (1) Under no circumstances will OHA be obligated to provide financial assistance to County for a particular Service in excess of the amount awarded under this Agreement for that Service as set forth in the Financial Assistance Award; and
- (2) Under no circumstances will OHA be obligated to provide financial assistance to County from funds described in the Financial Assistance Award in an amount greater than the amount due County under the Financial Assistance Award for Services, as determined in accordance with the financial assistance calculation methodologies in the applicable Services Descriptions.

**d. Survival.** Exercise of a termination right set forth in the Termination section of this Exhibit or expiration of this Agreement in accordance with its terms, shall not affect County's right to receive financial assistance to which it is entitled hereunder, as described in subsections a. and b. above and as determined through the Agreement Settlement process, or County's right to invoke the dispute resolution processes under Sections 14 and 15 of Exhibit F. Notwithstanding subsections a. and b. above, exercise of the termination rights in Section 8 of this Exhibit or expiration of this Agreement in accordance with its terms, shall not affect County's obligations under this Agreement or OHA's right to enforce this Agreement against County in accordance with its terms, with respect to financial assistance actually disbursed by OHA under this Agreement, or with respect to Services actually delivered. Specifically, but without limiting the generality of the preceding sentence, exercise of a termination right set forth in Section 8 of this Exhibit or expiration of this Agreement in accordance with its terms shall not affect County's representations and warranties, reporting obligations, record-keeping and access obligations, confidentiality obligations, obligation to comply with applicable federal requirements, the restrictions and limitations on County's use of financial assistance actually disbursed by OHA hereunder, County's obligation to cooperate with OHA in the Agreement Settlement process, or OHA's right to recover from County, in accordance with the terms of this Agreement, any financial assistance disbursed by OHA under this Agreement that is identified as an Underexpenditure, Overexpenditure or Misexpenditure. If a termination right set forth in Section 8 of this Exhibit is exercised, both parties shall make reasonable good faith efforts to minimize unnecessary disruption or other problems associated with the termination.

**10. Insurance.** County shall require Providers to maintain insurance as set forth in Exhibit J, "Provider Insurance Requirements," which is attached hereto.

**11. Records Maintenance; Access and Confidentiality.**

**a. Access to Records and Facilities.** OHA, the Secretary of State's Office of the State of Oregon, the Federal Government, and their duly authorized representatives shall have access to the books, documents, papers and records of the County that are directly related to this Agreement, the financial assistance provided hereunder, or any Service for the purpose of making audits, examinations, excerpts, copies and transcriptions. In addition, County shall permit authorized representatives of OHA to perform site reviews of all Services delivered by County.

**b. Retention of Records.** County shall retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement, the financial assistance provided hereunder or any Service, for a minimum of six years, or such longer period as may be required by other provisions of this Agreement or applicable law, following the termination or expiration of this Agreement. If there are unresolved audit or Agreement Settlement questions at the end of the applicable retention period, County shall retain the records until the questions are resolved.

- c. **Expenditure Records.** County shall document the use and expenditure of all financial assistance paid by OHA 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 OHA to verify how the financial assistance paid by OHA under this Agreement was used or expended.
- d. **Client Records.** If County delivers a Service directly, County shall create and maintain a Client record for each Client who receives that Service, unless the Service Description precludes delivery of the Service on an individual Client basis and reporting of Service commencement and termination information is not required by the Service Description. The Client record shall contain:
  - (1) Client identification;
  - (2) Problem assessment;
  - (3) Treatment, training or care plan;
  - (4) Medical information when appropriate; and
  - (5) Progress notes including Service termination summary and current assessment or evaluation instrument as designated by OHA in administrative rules.

County shall retain Client records in accordance with OAR 166-150-0005 through 166-150-0215 (State Archivist). Unless OAR 166-150-0005 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.

- e. **Safeguarding of Client Information.** County shall maintain the confidentiality of Client records as required by applicable state and federal law, including without limitation, ORS 179.495 to 179.509 45 CFR Part 205, 42 CFR Part 2, any administrative rule adopted by OHA implementing the foregoing laws, and any written policies made available to County by OHA. County shall create and maintain written policies and procedures related to the disclosure of Client information, and shall make such policies and procedures available to OHA for review and inspection as reasonably requested by OHA.

- 12. **Information Privacy/Security/Access.** If the Services performed under this Agreement requires County or its Provider(s) to access or otherwise use any OHA Information Asset or Network and Information System to which security and privacy requirements apply, and OHA grants County, its Provider(s), or both access to such OHA 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.
- 13. **Force Majeure.** Neither OHA nor County shall be held responsible for delay or default caused by fire, civil unrest, labor unrest, natural causes, or war which is beyond the reasonable control of OHA 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. Either party may terminate this Agreement upon written notice to the other party after reasonably determining that the delay or default will likely prevent successful performance of this Agreement.

**14. Assignment of Agreement, Successors in Interest.**

- a. County shall not assign or transfer its interest in this Agreement without prior written approval of OHA. Any such assignment or transfer, if approved, is subject to such conditions and provisions as OHA may deem necessary. No approval by OHA of any assignment or transfer of interest shall be deemed to create any obligation of OHA in addition to those set forth in this Agreement.
- b. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties to this Agreement, and their respective successors and permitted assigns.

**15. No Third Party Beneficiaries.** OHA and 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 OHA to assist and enable OHA to accomplish its statutory mission. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons any greater than the rights and benefits enjoyed by the general public unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

**16. Amendment.** No amendment, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both parties and when required by the Department of Justice. Such amendment, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given.

**17. Severability.** The parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

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

**OHA:** Office of Contracts & Procurement  
635 Capitol Street NE, Suite 350  
Salem, OR 97301  
Telephone: 503-945-5818 Facsimile: 503-378-4324  
E-mail address: \_\_\_\_\_

**COUNTY:** Contact Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Street Address: \_\_\_\_\_  
City, State Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_ Facsimile: \_\_\_\_\_

E-mail address: \_\_\_\_\_

19. **Headings.** The headings and captions to sections of this Agreement have been inserted for identification and reference purposes only and shall not be used to construe the meaning or to interpret this Agreement.
20. **Counterparts.** This Agreement and any subsequent amendments may be executed in several counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Agreement and any amendments so executed shall constitute an original.
21. **Integration and Waiver.** This Agreement, including all Exhibits, constitutes the entire Agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. The failure of either party to enforce any provision of this Agreement shall not constitute a waiver by that party of that or any other provision. No waiver or consent shall be effective unless in writing and signed by the party against whom it is asserted.
22. **Construction.** This Agreement is the product of extensive negotiations between OHA and representatives of county governments. The provisions of this Agreement are to be interpreted and their legal effects determined as a whole. An arbitrator or court interpreting this Agreement shall give a reasonable, lawful and effective meaning to the Agreement to the extent possible, consistent with the public interest.
23. **Contribution.** If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against a party (the "Notified Party") with respect to which the other party ("Other Party") may have liability, the Notified Party must promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Either party is entitled to participate in the defense of a Third-Party Claim, and to defend a Third-Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this paragraph and meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third-Party Claim with counsel of its own choosing are conditions precedent to the Other Party's liability with respect to the Third-Party Claim.

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

- 24. Indemnification by Providers.** County shall take all reasonable steps to cause its Provider(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 Provider or any of the officers, agents, employees or subcontractors of the contractor( “Claims”). It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the contractor from and against any and all Claims.

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

**EXHIBIT H  
REQUIRED FEDERAL TERMS AND CONDITIONS**

In addition to the requirements of section 2 of Exhibit G, County shall comply, and as indicated, require all Providers to comply with the following federal requirements when federal funding is being used. 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 Providers to comply with all federal laws, regulations, and executive orders applicable to the Agreement or to the delivery of Services. Without limiting the generality of the foregoing, County expressly agrees to comply and require all Providers 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 law governing operation of Community Mental Health Programs, including without limitation, 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 Services in violation of 42 U.S.C. 14402.
- 2. Equal Employment Opportunity.** If this Agreement, including amendments, is for more than \$10,000, then County shall comply and require all Providers to comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in U.S. Department of Labor regulations (41 CFR Part 60).
- 3. Clean Air, Clean Water, EPA Regulations.** If this Agreement, including amendments, exceeds \$100,000 then County shall comply and require all Providers to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 7606), the Federal Water Pollution Control Act as amended (commonly known as the Clean Water Act) (33 U.S.C. 1251 to 1387), specifically including, but not limited to Section 508 (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (2 CFR Part 1532), which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to OHA, United States Department of Health and Human Services and the appropriate Regional Office of the Environmental Protection Agency. County shall include and require all Providers 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 Providers 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.
  - f. No part of any federal funds paid to County under this Agreement shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the United States Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.

- g.** The prohibitions in subsections (e) and (f) of this section shall include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.
  - h.** No part of any federal funds paid to County under this Agreement may be used for any activity that promotes the legalization of any drug or other substance included in schedule I of the schedules of controlled substances established under section 202 of the Controlled Substances Act except for normal and recognized executive congressional communications. This limitation shall not apply when there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance or that federally sponsored clinical trials are being conducted to determine therapeutic advantage.
- 6. Resource Conservation and Recovery.** County shall comply and require all Providers to comply with all mandatory standards and policies that relate to resource conservation and recovery pursuant to the Resource Conservation and Recovery Act (codified at 42 U.S.C. 6901 et. seq.). Section 6002 of that Act (codified at 42 U.S.C. 6962) requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by the Environmental Protection Agency. Current guidelines are set forth in 40 CFR Part 247.
- 7. Audits.** Sub recipients, as defined in 45 CFR 75.2, which includes, but is not limited to County, shall comply, and County shall require all Providers to comply, with applicable Code of Federal Regulations (CFR) governing expenditure of federal funds including, but not limited to, if a sub-recipient expends \$500,000 or more in Federal funds (from all sources) in its fiscal year beginning prior to December 26, 2014, a sub-recipient shall have a single organization-wide audit conducted in accordance with the Single Audit Act. If a sub-recipient expends \$750,000 or more in federal funds (from all sources) in a fiscal year beginning on or after December 26, 2014, it shall have a single organization-wide audit conducted in accordance with the provisions of 45 CFR part 75, subpart F. Copies of all audits must be submitted to OHA within 30 calendar days of completion. If a sub recipient expends less than \$500,000 in Federal funds in a fiscal year beginning prior to December 26, 2014, or less than \$750,000 in a fiscal year beginning on or after that date, it is exempt from Federal audit requirements for that year. Records must be available for review or audit by appropriate officials.
- 8. Debarment and Suspension.** County shall not permit any person or entity to be a Provider if the person or entity is listed on the non-procurement portion of the General Service Administration’s “List of Parties Excluded from Federal Procurement or Non-procurement Programs” in accordance with Executive Orders No. 12549 and No. 12689, “Debarment and Suspension”. (See 2 CFR Part 180). This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory authority other than Executive Order No. 12549. Providers 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 Providers 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 OHA 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) calendar days after such conviction; (v) Notify OHA within ten (10) calendar days after receiving notice under subparagraph (iv) above from an employee or otherwise receiving actual notice of such conviction; (vi) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted as required by Section 5154 of the Drug-Free Workplace Act of 1988; (vii) Make a good-faith effort to continue a drug-free workplace through implementation of subparagraphs (i) through (vi) above; (viii) Require any Provider to comply with subparagraphs (i) through (vii) above; (ix) Neither County, or any of County's employees, officers, agents or Providers 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 Provider has used a controlled substance, prescription or non-prescription medication that impairs the County or County's employee, officer, agent or Provider's performance of essential job function or creates a direct threat to OHA clients or others. Examples of abnormal behavior include, but are not limited to: hallucinations, paranoia or violent outbursts. Examples of impairments in physical or mental performance include, but are not limited to: slurred speech, difficulty walking or performing job activities; and (x) Violation of any provision of this subsection may result in termination of this Agreement.
10. **Pro-Children Act.** County shall comply and require all Providers to comply with the Pro-Children Act of 1994 (codified at 20 U.S.C. Section 6081 et. seq.).
11. **Medicaid Services.** To the extent County provides any Service in which costs are paid in whole or in part by Medicaid, 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 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 agreement) for furnishing Medicaid health care items or services shall, as a condition of receiving such payments, adopt written fraud, waste and abuse policies and procedures and inform employees, Providers and agents about the policies and procedures in compliance with Section 6032 of the Deficit Reduction Act of 2005, 42 U.S.C. § 1396a (a) (68).
12. **ADA.** County shall comply with Title II of the Americans with Disabilities Act of 1990 (codified at 42 U.S.C. 12131 et. seq.) in the construction, remodeling, maintenance and operation of any structures and facilities, and in the conduct of all programs, services and training associated with the delivery of Services.
13. **Agency-Based Voter Registration.** If applicable, 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.
14. **Disclosure.**
- a. 42 CFR 455.104 requires the State Medicaid agency to obtain the following information from any provider of Medicaid or CHIP services, including fiscal agents of providers and managed care entities: (1) the name and address (including the primary business address, every business location and P.O. Box address) of any person (Individual or corporation) with an ownership or control interest in the provider, fiscal agent or managed care entity; (2) in the case of an Individual, the date of birth and Social Security Number, or, in the case of a corporation, the tax identification number of the entity, with an ownership interest in the provider, fiscal agent or managed care entity or of any subcontractor in which the provider, fiscal agent or managed care entity has a 5% or more interest; (3) whether the person (Individual or corporation) with an ownership or control interest in the provider, fiscal agent or managed care entity is related to another person with ownership or control interest in the provider, fiscal agent or managed care entity as a spouse, parent, child or sibling, or whether the person (Individual or corporation) with an ownership or control interest in any subcontractor in which the provider, fiscal agent or managed care entity has a 5% or more interest is related to another person with ownership or control interest in the provider, fiscal agent or managed care entity as a spouse, parent, child or sibling; (4) the name of any other provider, fiscal agent or managed care entity in which an owner of the provider, fiscal agent or managed care entity has an ownership or control interest; and, (5) the name, address, date of birth and Social Security Number of any managing employee of the provider, fiscal agent or managed care entity.

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

**15. Special Federal Requirements Applicable to Addiction Treatment, Recovery, & Prevention Services for Counties receiving Substance Abuse Prevention and Treatment (SAPT) Block Grant funds.**

**a. Order for Admissions:**

- (1) Pregnant women who inject drugs;
- (2) Pregnant substance abusers;
- (3) Other Individuals who inject drugs; and
- (4) All others.

**b. Women's or Parent's Services.** If County provides A&D 61 and A&D 62 Services, County must:

- (1) Treat the family as a unit and admit both women or parent and their children if appropriate.
- (2) Provide or arrange for the following services to pregnant women and women with dependent children:
  - (a) Primary medical care, including referral for prenatal care;
  - (b) Pediatric care, including immunizations, for their children;
  - (c) Gender-specific treatment and other therapeutic interventions, e.g. sexual and physical abuse counseling, parenting training, and child care;
  - (d) Therapeutic interventions for children in custody of women or parent in treatment, which address, but are not limited to, the children's developmental needs and issues of abuse and neglect; and
  - (e) Appropriate case management services and transportation to ensure that women or parents and their children have access to the services in (a) through (d) above.

**c. Pregnant Women.** If County provides any Addiction Treatment, Recovery, & Prevention Services other than A&D 84, Problem Gambling, Client Finding Outreach Services, County must:

- (1) Within the priority categories, if any, set forth in a particular Service Description, give preference in admission to pregnant women in need of treatment, who seek or are referred for and would benefit from such Services, within 48 hours;

- (2) If County has insufficient capacity to provide treatment Services to a pregnant woman, County must refer the women to another Provider with capacity or if no available treatment capacity can be located, the outpatient Provider that the Individual is enrolled with will ensure that Interim Services are being offered. Counseling on the effects of alcohol and drug use on the fetus must be given within 48 hours, including a referral for prenatal care; and
  - (3) Perform outreach to inform pregnant women of the availability of treatment Services targeted to them and the fact that pregnant women receive preference in admission to these programs.
- d. Intravenous Drug Abusers.** If County provides any Addiction Treatment, Recovery, & Prevention Services, other than A&D 84 Problem Gambling, Client Finding Outreach Services, County must:
- (1) Within the priority categories, if any, set forth in a particular Service Description and subject to the preference for pregnant women described above, give preference in admission to intravenous drug abusers;
  - (2) Programs that receive funding under the grant and that treat Individuals for intravenous substance abuse, upon reaching 90 percent of its capacity to admit Individuals to the program, must provide notification of that fact to the State within 7 calendar days;
  - (3) If County receives a request for admission to treatment from an intravenous drug abuser, County must, unless it succeeds in referring the Individual to another Provider with treatment capacity, admit the Individual to treatment not later than:
    - (a) 14 calendar days after the request for admission to County is made;
    - (b) 120 calendar days after the date of such request if no Provider has the capacity to admit the Individual on the date of such request and, if Interim Services are made available not less than 48 hours after such request; or
    - (c) If County has insufficient capacity to provide treatment Services to an intravenous drug abuser, refer the intravenous drug abuser to another Provider with capacity or if no available treatment capacity can be located, the outpatient provider that the Individual is enrolled with will ensure that interim services are being offered. If the Individual is not enrolled in outpatient treatment and is on a waitlist for residential treatment, the provider from the county of the Individual's residence that is referring the Individual to residential services will make available counseling and education about human immunodeficiency virus (HIV) and tuberculosis(TB), risk of sharing needles, risks of transmission to sexual partners and infant, steps to ensure HIV and TB transmission does not occur, referral for HIV or TB treatment services, if necessary, within 48 hours.
- e. Infectious Diseases.** If County provides any Addiction Treatment, Recovery, & Prevention Services, other than A&D 84 Problem Gambling, Client Finding Outreach Services, County must:
- (1) Complete a risk assessment for infectious disease including Human Immunodeficiency Virus (HIV) and tuberculosis, as well as sexually transmitted



diseases, based on protocols established by OHA, for every Individual seeking Services from County; and

- (2) Routinely make tuberculosis services available to each Individual receiving Services for alcohol/drug abuse either directly or through other arrangements with public or non-profit entities and, if County denies an Individual admission on the basis of lack of capacity, refer the Individual to another provider of tuberculosis Services.
  - (3) For purposes of (2) above, “tuberculosis services” means:
    - (a) Counseling the Individual with respect to tuberculosis;
    - (b) Testing to determine whether the Individual has contracted such disease and testing to determine the form of treatment for the disease that is appropriate for the Individual; and
    - (c) Appropriate treatment services.
- f. **OHA Referrals.** If County provides any Addiction Treatment, Recovery, & Prevention Services, other than A&D 84 Problem Gambling, Client Finding Outreach Services, County must, within the priority categories, if any, set forth in a particular Service Description and subject to the preference for pregnant women and intravenous drug users described above, give preference in Addiction Treatment, Recovery, & Prevention and Problem Gambling Service delivery to persons referred by OHA.
- g. **Barriers to Treatment.** Where there is a barrier to delivery of any Addiction Treatment, Recovery, & Prevention, and Problem Gambling Service due to culture, gender, language, illiteracy, or disability, County shall develop support services available to address or overcome the barrier, including:
- (1) Providing, if needed, hearing impaired or foreign language interpreters.
  - (2) Providing translation of written materials to appropriate language or method of communication (except as provided in Exhibit F, “General Terms and Conditions,” Section 7., “Alternative Formats and Translation of Written Materials, Interpreter Services”).
  - (3) Providing devices that assist in minimizing the impact of the barrier.
  - (4) Not charging clients for the costs of measures, such as interpreters, that are required to provide nondiscriminatory treatment.
- h. **Misrepresentation.** County shall not knowingly or willfully make or cause to be made any false statement or representation of a material fact in connection with the furnishing of items or Services for which payments may be made by OHA.
- i. **Oregon Residency.** Addiction Treatment, Recovery, & Prevention, and Problem Gambling Services funded through this Agreement may only be provided to residents of Oregon. Residents of Oregon are Individuals who live in Oregon. There is no minimum amount of time an Individual must live in Oregon to qualify as a resident so long as the Individual intends to remain in Oregon. A child’s residence is not dependent on the residence of his or her parents. A child living in Oregon may meet the residency requirement if the caretaker relative with whom the child is living is an Oregon resident. j.
- Tobacco Use.** If County has Addiction Treatment, Recovery, & Prevention Services treatment capacity that has been designated for children, adolescents, pregnant women, and women with dependent children, County must implement a policy to

eliminate smoking and other use of tobacco at the facilities where the Services are delivered and on the grounds of such facilities.

- k. **Client Authorization.** County must comply with 42 CFR Part 2 when delivering an Addiction Treatment, Recovery, & Prevention Service that includes disclosure of Client information for purposes of eligibility determination. County must obtain Client authorization for disclosure of billing information, to the extent and in the manner required by 42 CFR Part 2, before a Disbursement Claim is submitted with respect to delivery of an Addiction Treatment, Recovery, & Prevention Service to that Individual.

**16. Special Federal Requirements Applicable To Addiction Treatment, Recovery, & Prevention Services for Counties Receiving Temporary Assistance for Needy Families (TANF) Grant Funds.**

**Funding requirements.** TANF may only be used for families receiving TANF, and for families at risk of receiving TANF, and for the purpose of providing housing services (room and board) for Individuals who are dependent children ages 18 years old or younger whose parent is in adult addiction residential treatment, so that the children may reside with their parent in the same treatment facility. Families at-risk of receiving TANF must:

- a. Include a dependent child age 18 years of age or under, who is living with a parent or caretaker relative. "Caretaker relative" means a blood relative of the child; stepmother, stepfather, stepbrother, or stepsister; or an individual who has legally adopted the child.
- b. Be an Oregon resident.
- c. Have income at or below 250% of the Federal Poverty Level.

Use of TANF block grant funds and state expenditures counted towards TANF MOE must meet the requirements of 45 CFR Part 263. Only non-medical Services may be provided with TANF Block Grant funds.

- 17. Community Mental Health Block Grant.** All funds, if any, awarded under this Agreement for Community Mental Health Services are subject to the federal use restrictions and requirements set forth in Catalog of Federal Domestic Assistance Number 93.958 and to the federal statutory and regulatory restrictions imposed by or pursuant to the Community Mental Health Block Grant portion of the Public Health Services Act, 42 U.S.C. 300x-1 *et. seq.*, and County shall comply with those restrictions.

- 18. Substance Abuse Prevention and Treatment.** To the extent County provides any Service in which costs are paid in whole or in part by the Substance Abuse, Prevention, and Treatment Block Grant, County shall comply with federal rules and statutes pertaining to the Substance Abuse, Prevention, and Treatment Block Grant, including the reporting provisions of the Public Health Services Act (42 U.S.C. 300x through 300x-66) and 45 CFR 96.130 regarding the sale of tobacco products. Regardless of funding source, to the extent County provides any substance abuse prevention or treatment services, County shall comply with the confidentiality requirements of 42 CFR Part 2. CMHP may not use the funds received under this Agreement for inherently religious activities, as described in 45 CFR Part 87.

- 19. Information Required by 2 CFR Subtitle B with guidance at 2 CFR Part 200.** All required data elements in accordance with 45 CFR 75.352 are available at:  
<http://www.oregon.gov/oha/hsd/amh/Pages/federal-reporting.aspx>.

- 20. 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.

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

**EXHIBIT I  
REQUIRED PROVIDER CONTRACT PROVISIONS**

- 1. Expenditure of Funds.** Provider may expend the funds paid to Provider under this Contract solely on the delivery of \_\_\_\_\_, subject to the following limitations (in addition to any other restrictions or limitations imposed by this Contract):
  - a.** Provider may not expend on the delivery of \_\_\_\_\_ any funds paid to Provider under this Contract in excess of the amount reasonable and necessary to provide quality delivery of \_\_\_\_\_.
  - b.** If this Contract requires Provider to deliver more than one service, Provider may not expend funds paid to Provider under this Contract for a particular service on the delivery of any other service.
  - c.** If this Contract requires Provider to deliver Addiction Treatment, Recovery, & Prevention, and Problem Gambling Services, Provider may not use the funds paid to Provider under this Contract for such services to:
    - (1)** Provide inpatient hospital services;
    - (2)** Make cash payments to intended recipients of health services;
    - (3)** Purchase or improve land, to purchase, construct or permanently improve (other than minor remodeling) any building or other facility or to purchase major medical equipment;
    - (4)** Satisfy any requirement for expenditure of non-federal funds as a condition for receipt of federal funds (whether the federal funds are received under this Contract or otherwise); or
    - (5)** Carry out any program prohibited by section 245(b) of the Health Omnibus Programs Extension Act of 1988 (codified at 42 U.S.C. 300ee-5), which generally prohibits funds provided under this Agreement from being used to provide Individuals with hypodermic needles or syringes so that such Individuals may use illegal drugs, unless the Surgeon General of the Public Health Service determines that a demonstration needle exchange program would be effective in reducing drug abuse.
  - d.** Provider may expend funds paid to Provider under this Contract only in accordance with OMB Circulars or 45 CFR Part 75, as applicable on Allowable Costs. If Provider receives \$500,000 or more in Federal funds (from all sources) in its fiscal year beginning prior to December 26, 2014, it shall have a single organization-wide audit conducted in accordance with the Single Audit Act. If Provider expends \$750,000 or more in federal funds (from all sources) in a fiscal year beginning on or after December 26, 2014, it shall have a single organization-wide audit conducted in accordance with the provisions of 45 CFR part 75, subpart F. If Provider expends less than \$500,000 in Federal funds in a fiscal year beginning prior to December 26, 2014, or less than \$750,000 in a fiscal year beginning on or after that date, it is exempt from Federal audit requirements for that year. Records must be available for review or audit by appropriate officials. Provider, if subject to this

requirement, shall at Provider's own expense submit to OHA a copy of, or electronic link to, its annual audit subject to this requirement covering the funds expended under this Agreement and shall submit or cause to be submitted to OHA the annual audit of any subrecipient(s), contractor(s), or subcontractor(s) of Provider responsible for the financial management of funds received under this Agreement. Copies of all audits must be submitted to OHA within 30 calendar days of completion. Audit costs for audits not required in accordance with the Single Audit Act are unallowable. Provider may not use the funds received under this Agreement for inherently religious activities, as described in 45 CFR Part 87.

## 2. **Records Maintenance, Access and Confidentiality.**

- a. **Access to Records and Facilities.** County, the Oregon Health Authority, the Secretary of State's Office of the State of Oregon, the Federal Government, and their duly authorized representatives shall have access to the books, documents, papers and records of Provider that are directly related to this Contract, the funds paid to Provider hereunder, or any services delivered hereunder for the purpose of making audits, examinations, excerpts, copies and transcriptions. In addition, Provider shall permit authorized representatives of County and the Oregon Health Authority to perform site reviews of all services delivered by Provider hereunder.
- b. **Retention of Records.** Provider shall retain and keep accessible all books, documents, papers, and records, that are directly related to this Contract, the funds paid to Provider hereunder or to any services delivered hereunder, for a minimum of 6 years, or such longer period as may be required by other provisions of this Contract or applicable law, following the termination or expiration of this Contract. If there are unresolved audit or other questions at the end of the six-year period, Provider shall retain the records until the questions are resolved.
- c. **Expenditure Records.** Provider shall document the expenditure of all funds paid to Provider under this Contract. Unless applicable federal law requires Provider to utilize a different accounting system, Provider shall create and maintain all expenditure records in accordance with generally accepted accounting principles and in sufficient detail to permit County and the Oregon Health Authority to verify how the funds paid to Provider under this Contract were expended.
- d. **Client Records.** Unless otherwise specified in this Contract, Provider shall create and maintain a client record for each client who receives services under this Contract. The client record must contain:
  - (1) Client identification;
  - (2) Problem assessment;
  - (3) Treatment, training and/or care plan;
  - (4) Medical information when appropriate; and
  - (5) Progress notes including service termination summary and current assessment or evaluation instrument as designated by the Oregon Health Authority in administrative rules.

Provider shall retain client records in accordance with OAR 166-150-0005 through 166-150-0215 (State Archivist). Unless OAR 166-150-0005 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 contract.

- e. **Safeguarding of Client Information.** Provider shall maintain the confidentiality of client records as required by applicable state and federal law, including without limitation, ORS 179.495 to 179.507, 45 CFR Part 205, 42 CFR Part 2, any administrative rule adopted by the Oregon Health Authority, implementing the foregoing laws, and any written policies made available to Provider by County or by the Oregon Health Authority. Provider shall create and maintain written policies and procedures related to the disclosure of client information, and shall make such policies and procedures available to County and the Oregon Health Authority for review and inspection as reasonably requested by County or the Oregon Health Authority.
- f. **Data Reporting.**

All Individuals receiving Services with funds provided under this Contract must be enrolled and that Individual's record maintained in the Measures and Outcome Tracking System (MOTS) as specified in OHA's MOTS Reference Manual located at: <http://www.oregon.gov/oha/hsd/amh-mots/Pages/index.aspx>, and the "Who Reports in MOTS Policy" as follows:

#### **Which Behavioral Health Providers are Required to Report in MOTS?**

The data collection system for the Health Systems Division (HSD) is the Measures and Outcomes Tracking System or MOTS. In general, behavioral health providers who are either licensed or have a letter of approval from the HSD (or the former Addictions & Mental Health Division [AMH]), and receive public funds to provide treatment services are required to report to MOTS. In addition to the general rule above, there are four basic ways to classify who is required to submit data to MOTS:

- (1) Providers with HSD contracts that deliver treatment services (this includes Community Mental Health Programs [CMHP], Local Mental Health Authorities [LMHA] and other types of community behavioral health providers); these programs should all have a license or letter of approval from the HSD or AMH;
- (2) Providers that are subcontractors (can be a subcontractor of a CMHP or other entity that holds a contract with HSD or OHA, such as a Mental Health Organization [MHO], or a Coordinated Care Organization [CCO]);
- (3) Providers that HSD does not contract with but are required to submit data to MOTS by State/Federal statute or rule; these include DUII providers and methadone maintenance providers; and
- (4) Providers that contract with other governmental agencies (e.g., Oregon Youth Authority [OYA] or the Department of Corrections [DOC] to deliver mental health and/or substance abuse services).

Note: Primary care physicians that provide a single service on behalf of the CMHP are not required to report the MOTS status or service level data.

If there are any questions, contact MOTS Support at [MOTS.Support@state.or.us](mailto:MOTS.Support@state.or.us).

### **3. Alternative Formats of Written Materials, Interpreter Services.**

In connection with the delivery of Program Element Services, Provider 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 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 Provider, in connection with the Service being provided to the requestor. The Provider may develop its own forms and materials and with such forms and materials the Provider 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. OHA shall be responsible for making its forms and materials available, without charge to the Client or Provider, in the prevalent non-English language(s) within the Providers service area.

- 4. **Reporting Requirements.** Provider shall prepare and furnish the following information to County and the Oregon Health Authority when a service is delivered under this Contract:
  - a. Client, service and financial information as specified in the applicable Service Description attached hereto and incorporated herein by this reference.
  - b. All additional information and reports that County or the Oregon Health Authority reasonably requests, including, but not limited to, the information or disclosure described in Exhibit H, Required Federal Terms and Conditions, Section 14. Disclosure.
- 5. **Compliance with Law.** Provider shall comply with all state and local laws, regulations, executive orders and ordinances applicable to the Contract or to the delivery of services hereunder. Without limiting the generality of the foregoing, Provider expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable to the Contract: (a) all applicable requirements of state civil rights and rehabilitation statutes, rules and regulations; (b) all state laws governing operation of community mental health programs, including without limitation, all administrative rules adopted by the Oregon Health Authority related to community mental health programs or related to client rights, OAR 943-005-0000 through 943-005-0070, prohibiting discrimination against Individuals with disabilities; (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 under this Contract. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Contract and required by law to be so incorporated. All employers, including Provider, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers’ Compensation coverage, unless such employers are exempt under ORS 656.126. In addition, Provider shall comply, as if it were County thereunder, with the federal requirements set forth in Exhibit H “Required Federal Terms and Conditions,” to the certain 2019-2021 Intergovernmental Agreement for the Financing of Community Mental Health, Addiction Treatment, Recovery, & Prevention, and Problem Gambling Services between County and the Oregon Health Authority dated as of \_\_\_\_\_, which Exhibit is incorporated herein by this reference. For purposes of this Contract, all references in this Contract to federal and state laws are references to federal and state laws as they may be amended from time to time.

6. Unless Provider is a State of Oregon governmental agency, Provider agrees that it is an independent contractor and not an agent of the State of Oregon, the Oregon Health Authority or County.
7. To the extent permitted by applicable law, Provider shall defend (in the case of the state of Oregon and the Oregon Health Authority, subject to ORS Chapter 180), save and hold harmless the State of Oregon, the Oregon Health Authority, County, and their officers, employees, and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever resulting from, arising out of or relating to the operations of the Provider, including but not limited to the activities of Provider or its officers, employees, subcontractors or agents under this Contract.
8. Provider understands that Provider may be prosecuted under applicable federal and state criminal and civil laws for submitting false claims, concealing material facts, misrepresentation, falsifying data system input, other acts of misrepresentation, or conspiracy to engage therein.
9. Provider shall only conduct transactions that are authorized by the County for transactions with the Oregon Health Authority that involve County funds directly related to this Contract.
10. First tier Provider(s) that are not units of local government as defined in ORS 190.003 shall obtain, at Provider's expense, and maintain in effect with respect to all occurrences taking place during the term of the contract, insurance requirements as specified in Exhibit J "Provider Insurance Requirements," of the certain 2019-2021 Intergovernmental Agreement for the Financing of Community Mental Health, Addiction Treatment, Recovery, & Prevention, and Problem Gambling Services between County and the Oregon Health Authority dated as of \_\_\_\_\_, which Exhibit is incorporated herein by this reference.
11. Provider(s) that are not units of local government as defined in ORS 190.003, shall indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents ("Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys' fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Provider or any of the officers, agents, employees or subcontractors of the contractor ("Claims"). It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the Provider from and against any and all Claims.
12. Provider shall include sections 1 through 11, in substantially the form set forth above, in all permitted Provider Contracts under this Agreement.



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**EXHIBIT J  
PROVIDER INSURANCE REQUIREMENTS**

County shall require its first tier Providers(s) that are not units of local government as defined in ORS 190.003, if any, to: i) obtain insurance specified under TYPES AND AMOUNTS and meeting the requirements under ADDITIONAL INSURED, "TAIL" COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before the Providers perform under contracts between County and the Providers (the "Provider Contracts"); and ii) maintain the insurance in full force throughout the duration of the Provider Contracts. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to OHA. County shall not authorize Providers to begin work under the Provider Contracts 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 Provider Contracts permitting it to enforce Provider 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 Provider Contracts as permitted by the Provider Contracts, or pursuing legal action to enforce the insurance requirements. In no event shall County permit a Provider to work under a Provider Contract when the County is aware that the Provider is not in compliance with the insurance requirements. As used in this section, a "first tier" Provider is a Provider with whom the County directly enters into a Provider Contract. It does not include a subcontractor with whom the Provider enters into a contract.

**TYPES AND AMOUNTS.**

1. **Workers Compensation:** Must be in compliance with ORS 656.017, which requires all employers that employ subject workers, as defined in ORS 656.027, to provide workers' compensation coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2).

2. **Professional Liability:**  **Required by OHA**  **Not required by OHA.**

Professional Liability Insurance covering any damages caused by an error, omission or any negligent acts related to the services to be provided under the Provider Contract, with limits not less than the following, as determined by OHA, or such lesser amount as OHA approves in writing:

Per occurrence for all claimants for claims arising out of a single accident or occurrence:

Provider Contract containing the following Services:	Required Insurance Amount:
A&D 03, A&D 60, A&D 62, A&D 63, A&D 64, A&D 65, A&D 66, A&D 80, A&D 81, A&D 82, A&D 83, A&D 84, MHS 01, MHS 04, MHS 05, , MHS 08, MHS 09, MHS 10, MHS 12, MHS 13, MHS 15, MHA 16, MHS 16A, MHS 20, MHS 24, MHS 25, MHS 26, MHS 26A, MHS30, MHS 34, MHS 34A, MHS 35, MHS 35A, MHS 35B, MHS 36, MHS 37, MHS 38, MHS 39, MHS	\$1,000,000
A&D 61, A&D 67, A&D 71, MHS 27, MHS 28, MHS 28A, MHS 31	\$2,000,000

3. **Commercial General Liability:**  **Required by OHA**  **Not required by OHA.**

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

**Bodily Injury, Death and Property Damage:**

Per occurrence for all claimants for claims arising out of a single accident or occurrence:

Provider Contract containing the following services:	Required Insurance Amount:
A&D 03, A&D 60, A&D 61, A&D 62, A&D 63, A&D 64, A&D 65, A&D 66, A&D 67, A&D 71, A&D 80, A&D 81, A&D 82, A&D 83, A&D 84MHS 01, MHS 04, MHS 05, MHS 06, MHS 08, MHS 09, MHS 10, MHS 12, MHS 13, MHS 15, MHS 16, MHS 16A, MHS 20, MHS 24, MHS 25, MHS 26, MHS 26A, MHS 27, MHS 28, MHS 28A, MHS 30, MHS 31, MHS 34, MHS 34A, MHS 35, MHS 35A, MHS 35B, MHS 36, MHS 37, MHS 38, MHS 39	\$1,000,000

4. **Automobile Liability:**  **Required by OHA**  **Not required by OHA.**

Automobile Liability Insurance covering all owned, non-owned and hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for “Commercial General Liability” and “Automobile Liability”). Automobile Liability Insurance must be in not less than the following amounts as determined by OHA, or such lesser amount as OHA approves in writing:

**Bodily Injury, Death and Property Damage:**

Per occurrence for all claimants for claims arising out of a single accident or occurrence:

Provider Contract not-to-exceed under this Agreement:	Required Insurance Amount:
A&D 61, A&D 62, A&D 63, A&D 66, A&D 71, A&D 81, A&D 82, A&D 83, MHS 04, MHS 09, MHS 12, MHS 13, MHS 15, MHS 16, MHS 16A, MHS 20, MHS 24, MHS 25, MHS 26, MHS 26A, MHS 30, MHS 34, MHS 34A, MHS 36, MHS 37, MHS 39,	\$1,000,000
MHS 27, MHS 28, MHS 28A	\$2,000,000

5. **Additional Insured.** The Commercial General Liability insurance and Automobile Liability insurance must include the State of Oregon, its officers, employees and agents as Additional Insureds but only with respect to the Provider's activities to be performed under the Provider Contract. Coverage must be primary and non-contributory with any other insurance and self-insurance.
6. **Notice of Cancellation or Change.** The Provider or its insurer must provide written notice to County at least 30 calendar days before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).
7. **“Tail” Coverage.** If any of the required insurance policies is on a “claims made” basis, such as professional liability insurance, the Provider shall maintain either “tail” coverage or continuous “claims made” liability coverage, provided the effective date of the continuous “claims made” coverage is on or before the effective date of the Provider Contract, for a minimum of 24 months following the later of : (i) the Provider’s completion and County ’s acceptance of all Services required under the Provider Contract; or (ii) the expiration of all warranty periods provided under the Provider Contract. Notwithstanding the foregoing 24-month requirement, if the Provider elects to maintain “tail” coverage and if the maximum time period “tail” coverage reasonably available in the marketplace is less than the 24-month period described above, then the Provider may request and OHA may grant approval of the maximum “tail” coverage period reasonably available in the marketplace. If OHA approval is granted, the Provider shall maintain “tail” coverage for the maximum time period that “tail” coverage is reasonably available in the marketplace.
8. **Certificate(s) of Insurance.** County shall obtain from the Provider a certificate(s) of insurance for all required insurance before the Provider performs under the Provider Contract. The certificate(s) or an attached endorsement must specify: i) all entities and individuals who are endorsed on the policy as Additional Insured; and ii) for insurance on a “claims made” basis, the extended reporting period applicable to “tail” or continuous “claims made” coverage.

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**EXHIBIT K  
START-UP PROCEDURES**

**Addiction Treatment, Recovery, & Prevention, and Problem Gambling (Service Element A&D 60)  
Community Mental Health (Service Element MHS 37)**

**INTRODUCTION**

Start-Up funds are awarded for expenses necessary to begin, expand, or improve services. These expenses are distinct from routine operating expenses incurred in the course of providing ongoing services.

Start-Up funds are typically disbursed prior to initiation of services. Funds are used to cover costs such as employee salaries and training, furnishings and supplies, renovation of facilities under \$10,000, and purchase of vehicles and other capital items that will be needed to provide the services planned and delivered at the specified sites.

**Requirements for Start-Up Payment**

Payment of Start-Up funds is subject to the following requirements and any Special Conditions which are specified in Exhibit C.

**1. Basis and Method of Payment**

- a.** Funds are paid for actual allowable expenses up to the limit specified for Start-Up. Allowable expenses for each service element are limited to those listed under Allowable Start-Up Expenditures in this Exhibit. OHA must approve payment for all Start-Up funds.
- b.** After execution of this Agreement or any amendment(s) awarding Program Start-Up funds, County may request an advance of funds it anticipates using in the subsequent 120 calendar days.
- c.** A request for payment of Start-Up funds may only be made using forms and procedures prescribed by OHA. Special instructions are applicable as follows:
  - (1)** When OHA Start-Up funds in the amount of \$1,000 and above are to be used for purchase of a vehicle, as security for the County's performance of its obligations under this Agreement, the County grants to OHA a security interest in, all of the County's right, title, and interest in and to the goods, i.e. the vehicle. The County agrees that from time to time, at its expense, the County will promptly execute and deliver all further instruments and documents, and take all further action, that may be necessary or desirable, or that OHA may reasonably request, in order to perfect and protect the security interest granted under this Agreement or to enable OHA to exercise and enforce its rights and remedies under this Agreement with respect to the vehicle. County must forward a copy of the title registration application showing Health Systems Division as the Security Interest Holder to OHA within 5 calendar days of the acquisition from the seller. File Security Interest Holder information as follows:

Oregon Health Authority  
Health Systems Division  
500 Summer Street NE, E86  
Salem, OR 97301

- (2) When County requests payment of Start-Up funds, the request must be made on forms prescribed by OHA.

## 2. **Special Written Approval Authorizations**

When using Start-Up funds the following circumstances require special written authorization from OHA prior to acquisition. These circumstances should be communicated to OHA within 14 calendar days of the anticipated acquisition date.

### a. **WHEN LEASING:**

- (1) Acquisition of real property, vehicles or capital items pursuant to a Lease;
- (2) Acquisition of real property, vehicles, or capital items where another party, in addition to OHA, will also become a secured party (lienholder) at the time of acquisition; and
- (3) Renovations or alterations of real property where County is not the owner of the property and OHA has no security interest in the property.

### b. **OTHER:**

A change in the intended use of Start-Up funds or a change in the amount or date of anticipated acquisition indicated on County's request for payment of Start-Up funds, for those acquisitions requiring OHA's interest to be secured.

## 3. **Release of Payments**

Following review and approval of County's request for payment of Start-Up funds and any ancillary documentation, OHA will issue an advance of funds to County as applicable. These funds will generally be issued as a separate check on a weekly basis; however, requests processed in time for the monthly allotment process will be included in the allotment. The request for funds should be communicated to OHA within 14 calendar days of the anticipated acquisition date. Approval of special requests will be made on a limited basis only.

County will keep a copy of all Requests for Payment of Start-Up funds and report actual expenditures to OHA on the same form using procedures prescribed by OHA.

## 4. **Start-Up Expenditure Documentation Maintained by County**

County shall maintain an Expenditure Report for Start-Up payments. County also is responsible for requiring its Providers to comply with expenditure reporting requirements and furnishing evidence of filing OHA's security interest on applicable items. OHA may inspect these reports. The reports must include the following by service element:

- a. The amount advanced;
- b. The amount expended on each allowable category, and the amount expended on each item listed as required in Special Written Approval Authorizations above and pre-approved by OHA; and
- c. Copies of all Provider Contracts awarding Start-Up funds. Such Provider Contracts must require Providers to have executed dedicated use agreements and the other security documentation described in this Exhibit.

County must maintain supporting documentation for all expenditures (i.e., receipts).

**5. Expenditure Reports to OHA**

County must submit Start-Up expenditure reports separately for each OHA Start-Up request. Expenditure reports are due within 45 calendar days following the termination or expiration of the Agreement. County shall report actual expenditure of Start-Up funds, using forms and procedures prescribed by OHA, and forward expenditure reports to OHA.

**6. Recovery of Start-Up Funds**

In the event County fails to submit an expenditure report when due for itself or its Provider(s), fails to submit security interests, vehicle titles, or other instrument as required by OHA to secure the State's interest, or reports unauthorized expenditures, or reports under expenditures without accompanying repayment, OHA may act, at its option, to recover Start-Up funds as follows:

- a. Bill County for subject funds;
- b. Following 30 calendar days nonresponse to the billing, initiate an allotment reduction schedule against any current payments or advances being made to County; or
- c. Take other action needed to obtain payment.

**7. Dedicated Use Requirement**

Vehicles costing \$1,000 or more must be used to provide the service for which OHA approved the Start-Up funds. Dedicated use must continue for the useful life of the vehicle or five years whichever is less.

**8. Removal of Liens**

The following steps describe the process for removal of liens:

To release a vehicle title on which OHA is listed security interest holder, County or any of its' Providers, must make a request in writing to OHA. The request must specify why the vehicle is being disposed of and the intended use of any funds realized from the transaction.

If approved, the original title is signed off by OHA and forwarded to County.

## ALLOWABLE START-UP EXPENDITURES

Community Mental Health, Addiction Treatment, Recovery, & Prevention, and Problem Gambling

**1. Policies:** Start-Up funds:

- a. Must be expended consistent with County's request for payment of Start-Up funds, and/or any required itemized budget, as approved by OHA.
- b. Must be expended only for items and services listed below.
- c. Must not be used for personnel costs, facility costs (as defined below) or equipment lease costs (including vehicle leases) in any month in which the provider receives OHA-funded service payments, or room and board payments for clients.
- d. Are subject to dedicated use requirements and other procedures for securing the State's interest, as described within this Exhibit.

Exceptions to the policies stated above and/or the itemized list below must be approved in writing by HSD.

**2. Allowable Costs**

- a. **Personnel Costs:** Costs for personnel hired to work at program/facility incurred prior to the date clients are enrolled.
  - (1) Salaries and wages up to 2 months for Program Administrator and up to 2 weeks for program staff, or as otherwise approved by OHA;
  - (2) OPE costs; and
  - (3) Professional contract services (e.g., Psychiatrist, Specialized Treatment Providers, etc.).
- b. **Facility Costs:** Up to 2 months prior to opening, or as otherwise approved by OHA.
  - (1) Lease/mortgage payments and deposits;
  - (2) Property taxes and maintenance fees not included in lease or mortgage payments;
  - (3) Utility costs, including hook-up fees;
  - (4) Equipment rental costs; and
  - (5) Initial insurance premiums (general liability and professional liability insurance).
- c. **Program Staff Training:** Up to 2 weeks for program staff, or as otherwise approved by OHA:
  - (1) Training materials;
  - (2) Training fees;
  - (3) Trainer fees; and
  - (4) Travel costs (excluding out of state).
- d. **Services and Supplies:**
  - (1) Program and office supplies; and
  - (2) Initial supplies of food, maintenance, and housekeeping items.



e. **Capital Outlay:**

- (1) Furnishings and equipment appropriate for the type of service being provided, e.g., household furnishings and appliances for residential programs;
- (2) Technical or adaptive equipment needed by clients but not available through the Adult and Family Services (client medical card), Vocational Rehabilitation, or other appropriate service agency;
- (3) Office furnishings and equipment proportionate to size of residential program/staff being implemented;
- (4) Vehicle purchases or down payment; lease payments and deposits; as well as costs for purchase and/or installation of necessary adaptive equipment such as lifts or ramps; and
- (5) Renovation of real property costing less than \$10,000.

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**EXHIBIT L  
CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA) NUMBER LISTING**

<b>Morrow County</b>				
<b>Service Description #</b>	<b>Service Description Name</b>	<b>Vendor or Sub-recipient</b>	<b>All Funding Sources</b>	<b>CFDA #</b>
MHS 01	System Management and Coordination		N/A	
A&D 03	System Management and Coordination - Addictions Services		N/A	
A&D 60	Start-Up - Addictions Services		N/A	
A&D 61	Adult Addiction Treatment, Recovery & Prevention Residential Treatment Services		N/A	
A&D 62	Supported Capacity for Dependent Children Whose Parents are in Adult Addition Residential Treatment		N/A	
A&D 63	Peer Delivered Services		N/A	
A&D 64	Housing Assistance		N/A	
A&D 65	Intoxicated Driver Program Fund (IDPF)		N/A	
A&D 66	Community Behavioral and Addiction Treatment, Recovery & Prevention Services	Subrecipient	SAPT	93.959
A&D 67	Addiction Treatment, Recovery & Prevention Residential & Day Treatment Capacity		N/A	
A&D 71	Youth Addiction, Recovery & Prevention Residential Treatment Services		N/A	
A&D 80	Problem Gambling Prevention Services		N/A	
A&D 81	Problem Gambling Treatment Services		N/A	
A&D 82	Problem Gambling Residential Services		N/A	
A&D 83	Problem Gambling Respite Treatment Services		N/A	
A&D 84	Problem Gambling Client Finding Outreach Services		N/A	
MHS 04	Aid and Assist Client Services		N/A	

MHS 05	Assertive Community Treatment Services		N/A	
MHS 08	Crisis and Acute Transition Services (CATS)		N/A	
MHS 09	Jail Diversion		N/A	
MHS 10	Mental Health Promotion and Prevention Services		N/A	
MHS 12	Rental Assistance Program Services		N/A	
MHS 13	School-Based Mental Health Services		N/A	
MHS 15	Young Adult Hub Programs (YAHP)		N/A	
MHS 16	Peer Delivered Services (PDS)		N/A	
MHS 16A	Veterans Peer Delivered Services		N/A	
MHS 20	Non-Residential Mental Health Services For Adults	Subrecipient	MHBG	93.958
MHS 22	Non-Residential Mental Health Services For Child and Youth		N/A	
MHS 24	Acute and Intermediate Psychiatric Inpatient Services		N/A	
MHS 25	Community MH Crisis Services for Adults and Children		N/A	
MHS 26	Non-Residential Mental Health Services for Youth & Young Adults In Transition		N/A	
MHS 26A	Early Assessment and Support Alliance (EASA)		N/A	
MHS 27	Residential Mental Health Treatment Services for Youth and Young Adults In Transition		N/A	
MHS 28	Residential Treatment Services		N/A	
MHS 28A	Secure Residential Treatment Facility		N/A	
MHS 30	Monitoring, Security and Supervision Services for Individuals under the Jurisdiction of the Adult and Juvenile Panels of the Psychiatric Security Review Board		N/A	
MHS 31	Enhanced Care and Enhanced Care Outreach Services		N/A	
MHS 34	Adult Foster Care Services		N/A	

MHS 35	Older or Disabled Adult Mental Health Services		N/A	
MHS 35A	Gero-Specialist		N/A	
MHS 35B	APD Residential		N/A	
MHS 36	Pre-Admission Screening and Resident Review Services (PASRR)		N/A	
MHS 37	Start-Up - Community Mental Health		N/A	
MHS 38	Supported Employment Services		N/A	
MHS 39	Projects For Assistance In Transition From Homelessness Services (PATH)		N/A	

## Current and Updated County Risk Levels With Extreme Risk 4/19/2021 Update



County	Size	Current Risk Level	Updated Risk Level	Moved Down From Last Move..	Case Count	Cases per 100,000	Test Positivity
Baker	Medium	Lower	Extreme	no	79	469.7	8.8%
Benton	Large	High	High	no	126	133.5	2.6%
Clackamas	Large	High	Extreme	no	899	212.3	6.8%
Clatsop	Large	Moderate	High	no	49	124.6	5.4%
Columbia	Large	Moderate	Extreme	no	127	240.8	6.8%
Coos	Large	High	High	yes	73	115.3	3.4%
Crook	Medium	Lower	Extreme	no	60	256.0	4.3%
Curry	Medium	High	Moderate	yes	33	143.5	3.7%
Deschutes	Large	High	Extreme	no	674	349.2	7.4%
Douglas	Large	High	High	no	121	107.8	2.4%
Gilliam	Small	Lower	Lower	no	2	100.5	3.1%
Grant	Small	Lower	Extreme	yes	121	1,644.0	13.2%
Harney	Small	Lower	Lower	no	12	163.0	1.9%
Hood River	Medium	Lower	Moderate	no	40	157.0	4.7%
Jackson	Large	High	Extreme	no	545	246.3	6.9%
Jefferson	Medium	Lower	High	no	48	201.3	9.1%
Josephine	Large	High	Extreme	no	211	243.2	3.5%
Klamath	Large	High	Extreme	no	404	592.5	16.3%
Lake	Small	Lower	Lower	no	7	86.6	1.5%
Lane	Large	Lower	High	no	685	180.8	3.0%
Lincoln	Large	High	High	no	72	149.2	5.2%
Linn	Large	High	Extreme	no	268	211.8	5.8%
Malheur	Large	Lower	Moderate	yes	27	84.3	4.9%
Marion	Large	High	Extreme	no	715	205.6	6.9%
Morrow	Small	Lower	Lower	no	15	118.3	5.1%
Multnomah	Large	High	High	no	1,380	167.9	3.9%
Polk	Large	Moderate	Extreme	no	166	200.1	5.4%
Sherman	Small	Lower	Lower	no	4	225.7	9.6%
Tillamook	Medium	High	High	no	49	184.9	7.0%
Umatilla	Large	Moderate	High	yes	85	104.7	4.7%
Union	Medium	Moderate	Lower	no	26	96.9	2.2%
Wallowa	Small	Lower	Lower	no	6	83.9	2.1%
Wasco	Medium	Lower	High	no	46	168.9	4.4%
Washington	Large	Moderate	High	no	974	158.8	5.5%
Wheeler	Small	Lower	Lower	no	0	0.0	0.0%
Yamhill	Large	Lower	High	no	126	116.6	5.4%

## Current and Updated County Risk Levels 4/12/2021 Update



County	Size	Current Risk Level	Updated Risk Levels	Moved Down From Last Move..	Case Count	Cases per 100,000	Test Positivity
Baker	Medium	Lower	High	no	71	422.2	6.9%
Benton	Large	High	High	no	104	110.2	2.3%
Clackamas	Large	High	High	no	723	170.8	6.0%
Clatsop	Large	Moderate	Moderate	no	36	91.5	4.3%
Columbia	Large	Moderate	High	no	142	269.2	9.3%
Coos	Large	High	High	yes	72	113.8	4.5%
Crook	Medium	Lower	Moderate	no	36	153.6	2.1%
Curry	Medium	High	Moderate	yes	38	165.2	4.2%
Deschutes	Large	High	High	no	432	223.8	5.2%
Douglas	Large	High	High	no	144	128.3	2.8%
Gilliam	Small	Lower	Lower	no	1	50.2	3.3%
Grant	Small	Lower	High	yes	69	937.5	16.0%
Harney	Small	Lower	Lower	no	15	203.8	1.9%
Hood River	Medium	Lower	Lower	no	15	58.9	2.1%
Jackson	Large	High	High	no	496	224.1	6.4%
Jefferson	Medium	Lower	Moderate	no	32	134.2	5.7%
Josephine	Large	High	High	no	202	232.9	6.4%
Klamath	Large	High	High	no	292	428.2	14.8%
Lake	Small	Lower	Lower	no	10	123.7	1.8%
Lane	Large	Lower	High	no	522	137.8	2.6%
Lincoln	Large	High	High	no	70	145.0	4.9%
Linn	Large	High	High	no	224	177.0	5.0%
Malheur	Large	Lower	Moderate	yes	24	74.9	5.1%
Marion	Large	High	High	no	482	138.6	4.9%
Morrow	Small	Lower	Lower	no	8	63.1	4.0%
Multnomah	Large	High	High	no	1,149	139.8	3.5%
Polk	Large	Moderate	High	no	157	189.3	5.9%
Sherman	Small	Lower	Lower	no	3	169.3	4.8%
Tillamook	Medium	High	High	no	67	252.9	7.8%
Umatilla	Large	Moderate	Moderate	yes	58	71.5	2.8%
Union	Medium	Moderate	Moderate	no	40	149.0	2.8%
Wallowa	Small	Lower	Lower	no	9	125.9	4.2%
Wasco	Medium	Lower	Lower	no	16	58.7	1.9%
Washington	Large	Moderate	High	no	756	123.2	4.6%
Wheeler	Small	Lower	Lower	no	0	0.0	0.0%
Yamhill	Large	Lower	High	no	110	101.8	4.1%

## Current and Updated County Risk Levels 3/29/2021 Update



County	Size	Current Risk Level	Updated Risk Level	Moved Down Last Movement Week	Case Count	Cases per 100,000	Test Positivity
Baker	Medium	Lower	Extreme	yes	78	463.8	8.3%
Benton	Large	High	High	no	111	117.6	3.1%
Clackamas	Large	Moderate	High	no	595	140.5	5.5%
Clatsop	Large	Moderate	Moderate	no	38	96.6	5.4%
Columbia	Large	Moderate	Extreme	yes	109	206.6	7.8%
Coos	Large	Extreme	High	no	108	170.6	5.8%
Crook	Medium	Lower	Lower	no	23	98.1	1.8%
Curry	Medium	Extreme	High	no	47	204.3	5.2%
Deschutes	Large	Moderate	High	no	270	139.9	3.8%
Douglas	Large	High	High	yes	143	127.4	4.5%
Gilliam	Small	Lower	Lower	no	0	0.0	0.0%
Grant	Small	Moderate	Lower	no	29	394.0	7.4%
Harney	Small	Lower	Lower	no	11	149.5	4.6%
Hood River	Medium	Lower	Lower	no	7	27.5	1.1%
Jackson	Large	High	High	no	411	185.7	7.5%
Jefferson	Medium	Lower	Lower	yes	19	79.7	3.2%
Josephine	Large	High	Extreme	no	198	228.2	6.1%
Klamath	Large	Moderate	Extreme	no	178	261.0	10.8%
Lake	Small	Lower	Lower	no	11	136.1	1.8%
Lane	Large	Lower	Moderate	yes	336	88.7	2.2%
Lincoln	Large	Moderate	High	no	52	107.7	5.0%
Linn	Large	Moderate	High	no	152	120.1	4.3%
Malheur	Large	Moderate	Lower	no	13	40.6	2.9%
Marion	Large	High	High	no	397	114.2	3.8%
Morrow	Small	Lower	Lower	no	6	47.3	3.3%
Multnomah	Large	Moderate	High	no	890	108.3	3.0%
Polk	Large	Moderate	High	yes	116	139.9	5.4%
Sherman	Small	Lower	Lower	no	0	0.0	0.0%
Tillamook	Medium	Moderate	Extreme	no	65	245.3	7.5%
Umatilla	Large	High	Moderate	no	57	70.2	3.8%
Union	Medium	Moderate	Moderate	no	42	156.5	3.2%
Wallowa	Small	Lower	Lower	no	5	69.9	5.3%
Wasco	Medium	Lower	Lower	no	6	22.0	1.5%
Washington	Large	Moderate	Moderate	no	608	99.1	4.3%
Wheeler	Small	Lower	Lower	no	0	0.0	0.0%
Yamhill	Large	Lower	Moderate	yes	100	92.5	3.5%





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

(For BOC Use)
Item #

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

Presenter at BOC: Darrell Green
Department: Administration
Short Title of Agenda Item:
(No acronyms please) Add Alternate List

Phone Number (Ext):
Requested Agenda Date: 4/21/2021

This Item Involves: (Check all that apply for this meeting.)
Order or Resolution
Ordinance/Public Hearing:
1st Reading 2nd Reading
Public Comment Anticipated:
Estimated Time:
Document Recording Required
Contract/Agreement
Appointments
Update on Project/Committee
Consent Agenda Eligible
Discussion & Action
Estimated Time: 5 minutes
Purchase Pre-Authorization
Other

N/A
Purchase Pre-Authorizations, Contracts & Agreements
Contractor/Entity:
Contractor/Entity Address:
Effective Dates - From: Through:
Total Contract Amount: Budget Line:
Does the contract amount exceed \$5,000? Yes No

Reviewed By:

Department Director Required for all BOC meetings
DATE
Administrator Required for all BOC meetings
DATE
County Counsel \*Required for all legal documents
DATE
Finance Office \*Required for all contracts; other items as appropriate.
DATE
Human Resources \*If appropriate
DATE
\*Allow 1 week for review (submit to all simultaneously). When each office has notified the submitting department of approval, then submit the request to the BOC for placement on the agenda.

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

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

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

The Morrow County V/E-Add Alt Log is the Design Builders Contingency. The Contingency is set aside to address unforeseen items that come up during construction. As we get farther into the construction and risk-related items are completed, some contingency money may become available for Morrow County to add additional items to the construction of the building.

Attached is the V/E-Add Alt log and exterior camera documents for review and discussion

**2. FISCAL IMPACT:**

N/A

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

None anticipated at this time

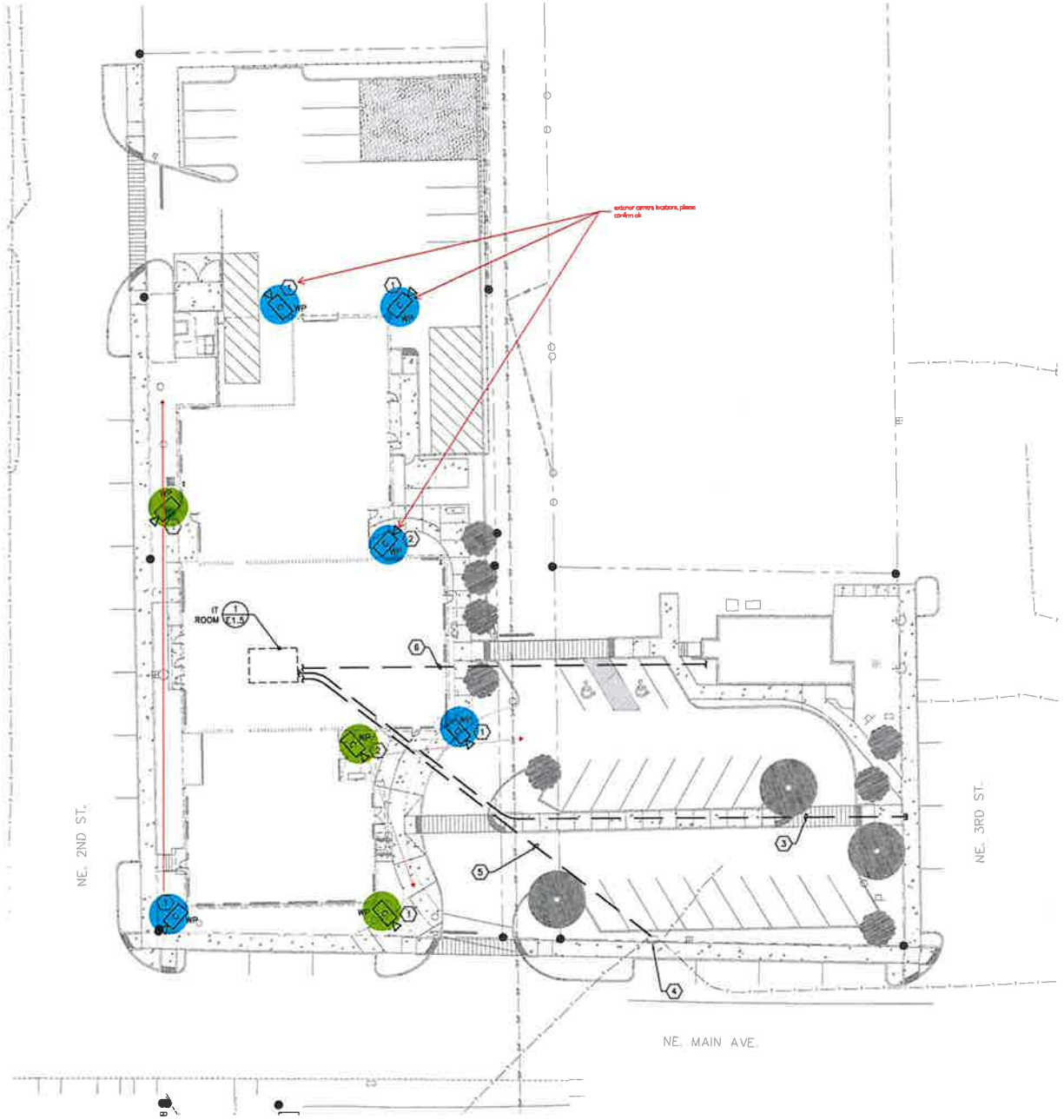
Attach additional background documentation as needed.

## Morrow County V/E-Add Alt Log



Design Builder's Contingency						\$133,296.00	\$133,296.00
Item #	Description	ROM	Decision Date	Pending	Trending	Approved	Trend + App
					0.00		0.00
6	Provide cabling and equipment pertaining to the AV system - TBD by owner		6/3/2021		0.00		0.00
7	Sherriff/Holding Cell room premanufactured steel bar enclosure to be provided by Morrow Co				0.00	12,800.00	12,800.00
8a	Option 1 - Add battery operated automatic bathroom amenities (soap, paper towel, etc.)		5/6/2021		0.00	-1,075.00	-1,075.00
8b	Option 2 - Add electrical hard-wired automatic bathroom amenities (soap, paper towel, etc.)		Declined		0.00		0.00
10a	Provide conduit for future generator connection.				0.00		0.00
10b	Provide generator (existing) backup power to Sheriff area in lieu of standard building battery backup	-11,565.00	6/3/2021		-11,565.00		-11,565.00
10c	Add larger generator for increased coverage				0.00		0.00
10d	Provide vault for future generator	-5,078.00	6/2/2021		-5,078.00		-5,078.00
11	Add electric snow melt at Court and Veterans entrances - 750sf	-31,726.00	6/3/2021		-31,726.00		-31,726.00
13	Elevated Judge's Desk Area		Complete		0.00	-3,820.00	-3,820.00
15	Motorized Sheriff Gate		6/3/2021		0.00		0.00
16	Conduit to future gate & snow melt		Complete		0.00	-2,295.19	-2,295.19
17	Data conduit from utility to new building and to existing building		Complete		0.00	-5,401.19	-5,401.19
18	Data conduit to east property line for future use		Complete		0.00	-1,031.17	-1,031.17
19	Relocate electrical service to northwest corner of building		Complete		0.00	-5,959.00	-5,959.00
20	Relocate CT enclosure/main breaker from indoor to outdoot		Complete		0.00	-2,897.40	-2,897.40
21	Change VRF-1 & VRF-2 from 50A to 200A breakers with associated conduit and wiring		Complete		0.00	-6,975.16	-6,975.16
22	Upgrade three (3) street light poles to fixture type ST including poles, bases, meter, service changes, wire and lighting control.			-25,293.60	-25,293.60		-25,293.60
23	Electric vehicle charging station				0.00		0.00
24	Upgrade landscaping				0.00		0.00
25	Add 9 Data locations with 3 drops at each location.	-4,158.00	6/3/2021		-4,158.00		-4,158.00
26	Add 1 Data drop to all existing locations for a total of 3 drops.		6/3/2021	-7,120.00	-7,120.00		-7,120.00
27	Delete 4 Cameras		6/3/2021		0.00		0.00
28	Fence Options		6/3/2021		0.00		0.00
					0.00		0.00
	<b>Current Balance</b>	<b>-\$52,527.00</b>		<b>-\$32,413.60</b>	<b>-\$84,940.60</b>	<b>-\$16,654.11</b>	<b>-\$101,594.71</b>
	<b>Remaining Contingency</b>					<b>\$116,641.89</b>	<b>\$31,701.29</b>

W:\31242\_001\112\_Jarvis County Admin Bldg\001\_Jarvis\001\112.dwg, Nov 01, 2021 - 4:43pm



1 SITE PLAN - LOW VOLTAGE  
E1.2 SCALE: 1" = 20'

# Juvenile Department Quarterly Report to the Board of County Commissioners

Director: Christy Kenny

Report Date: April 16, 2021

## Updates/Notes

We are excited to introduce the new Office Support Specialist, Crystal Jaeger. Crystal started with our office on April 5, 2021. She has experience working in school settings and was previously the Human Resource Assistant at Community Counseling Solutions. She has been a great addition to our team.

Sherry is signed up to attend the 3-day virtual Girls Circle training in June. Girls Circle is a structured support group for girls 9-18 years of age designed to increase positive connection, strengths and competence in girls. The model is an evidence-based principle using motivational interviewing strategies and a strong focus on positive youth development.

We were able to make an amendment to our current Juvenile Crime Prevention (JCP) plan which initially was budgeted towards the Made to Thrive program. Instead, we were able to divvy up a large remaining amount of that money between CARE, OSU Extension Services 4-H, and Parks and Recreation. These funds will be spent on items, e.g. clothing, pool passes, fitness and sports supplies, summer camps, boys/girls circle curriculums, etc....

We had an uptick in the use of detention for this quarter. We had a few youths who were struggling to remain stable in the community and therefore detention was needed. These cases required much partnerships with our community agencies.

Christy was able to attend the Central and Eastern Oregon Juvenile Justice Consortium (CEOJJC) meeting in person, which was held in March. CEOJJC has been moving towards a hybrid model meeting so many of the county directors were in person, which was very beneficial and attempting to get back to some normalcy.

Respectfully submitted by:

  
Christy Kenny, Juvenile Department Director

## Youth Report by Referral Received Date

Most severe offense per youth in referral date range, grouped by Crime Group, ORS Chapter Rollup and Offense Category Rollup

**Original Referral County:** Morrow  
**Start Date:** 1/1/2021  
**End Date:** 3/31/2021

Crime Group	Total		Gender			Age at Referral			Race/Ethnicity					
	#	% of Grand	F	M	U	< 13	13 to 15	> 15	Afr Amer	Asian	Hisp	Native Amer	Other	White
<b><u>Criminal</u></b>														
<b>Property</b>														
Criminal Mischief	1		0	1	0	0	0	1	0	0	0	0	0	1
Theft	2		1	1	0	0	1	1	0	0	0	0	0	2
<b>Total Property</b>	<b>3</b>		<b>1</b>	<b>2</b>	<b>0</b>	<b>0</b>	<b>1</b>	<b>2</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>3</b>
<b>Public Order</b>														
Harassment	2		2	0	0	0	0	2	0	0	1	0	0	1
Weapons	1		0	1	0	0	1	0	0	0	1	0	0	0
<b>Total Public Order</b>	<b>3</b>		<b>2</b>	<b>1</b>	<b>0</b>	<b>0</b>	<b>1</b>	<b>2</b>	<b>0</b>	<b>0</b>	<b>2</b>	<b>0</b>	<b>0</b>	<b>1</b>
<b>Total Criminal</b>	<b>6</b>	<b>66.7%</b>	<b>3</b>	<b>3</b>	<b>0</b>	<b>0</b>	<b>2</b>	<b>4</b>	<b>0</b>	<b>0</b>	<b>2</b>	<b>0</b>	<b>0</b>	<b>4</b>
% of Demographic	100%		50.0%	50.0%	0.0%	0.0%	33.3%	66.7%	0.0%	0.0%	33.3%	0.0%	0.0%	66.7%
<b><u>Non-Criminal</u></b>														
<b>Curfew</b>														
Curfew	1		1	0	0	0	0	1	0	0	0	0	0	1
<b>Total Curfew</b>	<b>1</b>		<b>1</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1</b>
<b>Total Non-Criminal</b>	<b>1</b>	<b>11.1%</b>	<b>1</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1</b>
% of Demographic	100%		100.0%	0.0%	0.0%	0.0%	0.0%	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%
<b><u>Dependency Status</u></b>														
<b>Dependency Status Offense</b>														
Runaway	2		2	0	0	0	1	1	0	0	2	0	0	0
<b>Total Dependency Status Offense</b>	<b>2</b>		<b>2</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1</b>	<b>1</b>	<b>0</b>	<b>0</b>	<b>2</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Total Dependency Status</b>	<b>2</b>	<b>22.2%</b>	<b>2</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1</b>	<b>1</b>	<b>0</b>	<b>0</b>	<b>2</b>	<b>0</b>	<b>0</b>	<b>0</b>
% of Demographic	100%		100.0%	0.0%	0.0%	0.0%	50.0%	50.0%	0.0%	0.0%	100.0%	0.0%	0.0%	0.0%
<b>Total Youth</b>	<b>9</b>	<b>100%</b>	<b>6</b>	<b>3</b>	<b>0</b>	<b>0</b>	<b>3</b>	<b>6</b>	<b>0</b>	<b>0</b>	<b>4</b>	<b>0</b>	<b>0</b>	<b>5</b>
% of Demographic	100%		66.7%	33.3%	0.0%	0.0%	33.3%	66.7%	0.0%	0.0%	44.4%	0.0%	0.0%	55.6%

### ORS Type by ORS Class Code

ORS Type	A	B	C	U	None	Total Youth
Felony	0	0	2	0	0	2
Misdemeanor	1	2	1	0	0	4
Violation	0	0	0	1	0	1
Dependency Status	0	0	0	0	2	2
Other	0	0	0	0	0	0
<b>Total Youth</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>1</b>	<b>2</b>	<b>9</b>



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

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

Presenter at BOC: Katie Imes
Department: The Loop
Short Title of Agenda Item:
(No acronyms please)

Phone Number (Ext): 541-676-5667
Requested Agenda Date: April 21st, 2021

The Loop Quarterly Update

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

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

N/A

Purchase Pre-Authorizations, Contracts & Agreements

Contractor/Entity:
Contractor/Entity Address:
Effective Dates - From: Through:
Total Contract Amount: Budget Line:
Does the contract amount exceed \$5,000? Yes No

Reviewed By:

Department Director Required for all BOC meetings
DATE Administrator Required for all BOC meetings
DATE County Counsel \*Required for all legal documents
DATE Finance Office \*Required for all contracts; other items as appropriate.
DATE Human Resources \*If appropriate
DATE

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

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

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

See Attachment

**2. FISCAL IMPACT:**

N/A

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

N/A

Attach additional background documentation as needed.





**THE LOOP - MORROW CO. TRANSPORTATION**

P.O. Box 495 · Heppner, Oregon 97836 · (541) 676-5667 · 1-855-644-4560

The Loop  
 Quarterly Update  
 April 21<sup>st</sup>, 2021

**Current Driver Status and Ridership**

TOTAL QUARTERLY RIDES JANUARY TO MARCH 2021	
The Loop Rides - January 2021	
City	Rides
Boardman	146
Irrigon	61
Heppner	76
<b>Total</b>	<b>283</b>
The Loop Rides - February 2021	
City	Rides
Boardman	86
Irrigon	106
Heppner	102
<b>Total</b>	<b>294</b>
The Loop Rides - March 2021	
City	Rides
Boardman	122
Irrigon	171
Heppner	106
<b>Total</b>	<b>399</b>
<b>Quarterly Total</b>	<b>976</b>

Current Drivers
<b>HEPPNER</b>
Jesse Husband
<b>IRRIGON</b>
Dixie Earle
Brenda Aliangan
Ron Aliangan
<b>BOARDMAN</b>
Phyllis Gilbertson
John Blazer
Kayak -Irrigon Riders -134 Service Days - 69
Good Shepard CareVan Trips - 269

- Student Transportation  
The Loop provided transportation from Sam Boardman Elementary and Windy River Elementary to the Neal Early Learning Center from January 2021 thru March 2021. This was due to the local busing shortage. The local school bus provider was able to resume its service for these students as of April 2021.
- Needs-Based CARES Grant #34843  
The Loop has been awarded a CARES Needs-Based Grant, it is currently in the final local review and approval process. This program funds projects to assist transit providers experiencing negative impacts from the COVID-19 pandemic and supports operating, capital, and other expenses generally eligible under Section 5311. Funding comes from the Coronavirus Aid, Relief, and Economic Security (CARES) Act funds apportioned to Oregon by the Federal Transit Administration.
- STIF Formula Funding FY 2021-2023  
The Oregon Public Transportation Advisory Committee (PTAC) has reviewed the STIF formula applications and recommended full funding to the Oregon Transportation Commission. (OTC) The OTC's final decision will take place May 13<sup>th</sup>, 2021.
- STIF Discretionary Funding FY 2021-2021  
PTAC has also reviewed STIF Discretionary applications and made recommendations for OTC final review. Morrow County submitted four applications, all have been recommended for full funding.
- STF Formula and Section 5310 Funding FY 2021-2023  
Both STF and 5310 applications were submitted on March 1<sup>st</sup>, 2021. The applications will be reviewed by PTAC and then OTC in May.
- Section 5304 FY 2021-2023 -Update/Rewrite H.S Coordinated Plan  
This application was submitted on March 1<sup>st</sup>, 2021. Morrow County's application was accepted, the final decision will be in May.
- GovDeals.com  
  
Sold 14 passenger 2000 Ford Bus for \$2,025
- Morrow, Umatilla, and CTUIR planning for expanding services  
Kittelson has conducted two Stakeholder outreaches, a final outreach will take place in mid-June where the draft Strategic Plan will be presented. Kittelson's work will conclude at the end of June.



## MORROW COUNTY SHERIFF

325 Willow View Drive -- P.O. Box 159  
Heppner, OR 97836  
Phone: (541)676-5317  
Fax: (541)676-5577

Kenneth W. Matlack, Sheriff  
John A. Bowles, Undersheriff

### MEMORANDUM

#### Morrow County Sheriff's Office

**Date:** 04-16-2021

**To:** Morrow County Court

**From:** John A. Bowles, Undersheriff

**Re:** 3rd. Quarter Emergency Management Report (Jan-Mar)

#### Recent activities regarding Morrow County Emergency Management.

1. I have been sending out Emergency Management Notifications to all County Staff and posting to Facebook everyday (weather, accidents, alerts, warnings, traffic, and preparedness).
2. Every Monday we have an EOC Meeting and County Command Meeting regarding COVID-19.
3. Winter season and we are seeing more SAR events. 24 this year so far.
4. We are moving into flood season so I will start sending out flood information and safety information.
5. The EOC Group has had a lot of planning around COVID-19 with OHA and FEMA.
6. COVID- has been a 7 day a week Pandemic that I started working on Feb 28, 2020.
7. The County has had 1078 COVID Cases and 15 Deaths related to COVID.
8. I have put in many orders in the OPS Center (47) for PPE, COVID Tests and other resources including personnel.
9. Received signs from a grant I put in for two years ago. They are starting to come in.
10. The Rescue Water Craft from the 2019 SPRIE Grant should be available for pick up this week or next week.
11. Moving forward I will work with Darrell Green to get a vehicle for the Fulltime EM in July. This vehicle was purchased out of the (Sheriff's Office Budget) and I have a radio for the EM.
12. The Public Health Department has done a great job serving the public during the COVID-19 Pandemic.

All MCSO staff have completed ICS 100, 200, 700, 800.

Supervisory staff is working on completing ICS 300, 400.

Having a trained and informed staff has been a big help when working major incidents. Incidents that involve many agencies and jurisdictions.