

**MORROW COUNTY BOARD OF COMMISSIONERS MEETING AGENDA**  
**Wednesday, April 19, 2017 at 9:00 AM**  
**Port of Morrow Riverfront Center, Wells Springs Room**  
**2 Marine Drive, Boardman, OR**  
**AMENDED**

- 1. Call to Order - 9:00 AM**
- 2. Pledge of Allegiance**
- 3. City and Citizen Comments** – This is the time provided for individuals wishing to address the Board regarding issues that are not already on the agenda.
- 4. Open Agenda** – This is the time for the Board to introduce subjects that are not already on the agenda.
- 5. Consent Calendar**
  - a. Approve Claims: Accounts Payable dated April 20<sup>th</sup>; Payroll Payables, Immediates & Electronic, dated April 11<sup>th</sup> (two)
- 6. Business Items**
  - a. Bid opening for Roofing Repairs on three County buildings (Sandi Pointer, Public Works Management Assistant)
  - b. Recommend award of Trucking Contract for Public Works (Sandi Pointer, Public Works Management Assistant)
  - c. Review draft Bylaws of the Morrow County Parks Committee (Justin Nelson, County Counsel)
  - d. Oregon Health Authority Agreement #153479, Grants to support travel and other expenses associated with work by the Healthcare Preparedness Regional Coordinator (Sheree Smith, Public Health Department Director)
  - e. Eastern Oregon Coordinated Care Organization Community Benefit Reinvestment Agreement (Sheree Smith, Public Health Department Director)
  - f. Purchase Pre-Authorization Request – utility trailer (Sheree Smith, Public Health Director)
  - g. Resolution No. R-2017-12 Supplemental Budget Request (Kate Knop, Finance Director)
  - h. Discuss agenda and time for April 26, 2017 Board of Commissioners Meeting
  - i. Letter of support – Multi-use Park in Heppner (Jerry Sorte, Administrative Officer)
  - j. Rail and Public Transit Division, Oregon Department of Transportation, Agreement No. 32014, 2017-2019 Special Transportation Funds (Anita Pranger, Coordinator, The Loop)
- 7. Department Reports**
  - a. The Loop – Morrow County Transportation quarterly report (Anita Pranger, Coordinator, The Loop)
  - b. Juvenile Department quarterly report (Tom Meier, Juvenile Department Director)
- 8. Correspondence**
- 9. Commissioner Reports**
- 10. Adjournment**

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 Jerry Sorte, Administrative Officer at (541) 676-2529.



AGENDA ITEM COVER SHEET
Morrow County Board of Commissioners
(Page 1 of 3)

Item #
6a

This document must be completed for each agenda item submitted for consideration by the Board of Commissioners.

Staff Contact: Sandi Pointer (Putman) Phone Number (Ext): 541-989-9500
Department: Public Works - General Maint. Requested Agenda Date: April 19, 2017
Person Attending BOC Meeting (REQUIRED): Sandi Pointer or Tony Clement

Short Title of Agenda Item: Bid opening for Roofing Repairs on three County buildings.

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
Discussion Only
Discussion & Action
Estimated Time:
Department Report
Other: [X]

N/A For Contracts and Agreements Only
Contractor/Entity:
Contractor/Entity Address:
Effective Dates - From: When Contract is Drafted Through: Till completion
Total Contract Amount: Est. \$50,000.00 Budget Line: 101121-540-4410,101121-540-4412 And 101121-540-4425
Does the contract amount exceed \$5,000? [X] Yes [ ] No
If Yes, Attach Purchase Pre-Authorization Request if Applicable - when the bid is opened

Note: All entities must sign documents before they are presented to the Board of Commissioners. Original documents are preferred. Agenda requests, including this completed form and supporting documents, must be received by the Board's office by Noon on the Friday prior to the Board of Commissioners Wednesday meeting. County Counsel and Finance review is required for all contracts.

**AGENDA ITEM COVER SHEET**  
**Morrow County Board of Commissioners**  
**(Page 2 of 3)**

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Reviewed By:

Burke O'Brien 4/13/2017 Department Head  
DATE

Required for all BOC meetings

JS/RJL 4-14-17 Admin. Officer/BOC Office  
DATE

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

**AGENDA ITEM COVER SHEET**  
**Morrow County Board of Commissioners**  
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1. TITLE OF AGENDA ITEM: **BID OPENING FOR BIDS ON ROOFING REPAIRS**

2. ISSUES, BACKGROUND, AND DISCUSSION:

**During the 2016/2017 Budget a few line items had been presented for roof repairs and coating applied to the roofs of County owned buildings. In the Capital outlay lines are Museum Roof, Boardman Health Dept. and the Quonset Hut that houses the General Maintenance shop at the airport. We had advertised for these three buildings and specified their scope of work, which is attached.**

3. OPTIONS:

4. FISCAL IMPACT:

**I would assume this would be good for many years include anticipated economics or efficiencies to be realized by the County, Including reduction in personnel or actual cost.**

5. STAFF RECOMMENDATIONS:

**No recommendations as of yet till bids are opened.**

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

**We will then take the bids as presented and have the lowest bid to present to Board of Commissioners for recommended approval and draft a contract with the individual company to be placed on the consent agenda hopefully May 3<sup>rd</sup>.**

- Attach additional background documentation as needed.

Routing: Original or copies of signed contract or document should be sent to the following:

- |   |   |
|---|---|
| <input type="checkbox"/> Clerk (Original for recording)         | <input type="checkbox"/> Finance Department (Copy for file) |
| <input type="checkbox"/> Board of Commissioners (Copy for file) | <input type="checkbox"/> Department – For distribution      |
| <input type="checkbox"/> Other _____                            |   |

## **Morrow County Requests Bids on Roofing Repairs for Three Buildings Located in North and South Morrow County.**

Morrow County is requesting bids for three county buildings that need roofing material and some repairs.

1. Prime and reseal with elastomeric roof coating for a Quonset hut with a surface area of 5,000 Sq. ft. located 65820 Airport rd., Lexington, OR.
2. Minor roof repairs to low spots, and prime and seal with elastomeric roof coating at the Morrow County Museum Building with a surface area of 8,400 Sq. Ft. , located at 103 E. May St. Heppner, OR.
3. Reroofing of the Morrow County Health Building located at 101 Boardman Ave., Boardman, OR 97818. The roof surface area is approximately 5,100 Sq. ft. Reroofing shall be equivalent to fully adhered 60 mil TPO (thermoplastic olefin) membrane roofing.

Bids will be publically opened at the Morrow County Court being held on the morning of April 19, 2017, At the Port of Morrow, 2 Marine Drive, Boardman, Oregon. Bids will need to be received at the Morrow County Public Works office, 365 W. Hwy 74, P.O. Box 428, Lexington, OR. 97839. Bids will need to be marked "Roofing Projects" no later than 4:00p.m. **April 17, 2017**. The County may reject any bid not in compliance with all prescribed public bidding procedures and requirements, and may reject for good cause any or all bids upon a finding of the County that it is in the public interest to do so. The bidder must be registered with the Construction Contractors Board. BOLI rules and regulations will apply to this project. Please note the following specific requirements:

- The roofing contractor is the Prime contractor. All subcontractors shall be identified at the time the bid is submitted.
- All contractors shall be pre-qualified as follows:
  - Contractors shall submit a copy of Applicator's certificate.
  - Supply a copy of the proposed warranty of manufacturer of roofing material.
  - Contractor shall carry a valid roofing license.
- Materials and equipment, primer prior to polyurethane foam coating should be the appropriate primer for the excising surface.

This is a Morrow County Public Works Project and funded with Morrow County funds. A bid bond in the amount of 10% of the bid amount is required with the proposal. Performed and Payment Bonds in the amount of the contract bid amount will be required of the successful bidder.

Site visits of the buildings can be arranged by contacting Tony Clement at (541) 240-1791. For all other questions and concerns please contact the Morrow County Public Works office at (541) 989-9500.

The County will award the contract within twenty (20) calendar days of the bid opening. Work will commence within five (5) calendar days of the notice to proceed. The contractor shall complete all work required in the contract within 280 Calendar days of the stated date in the notice to proceed. All work must be completed by whatever Board of Commissioners decide.



AGENDA ITEM COVER SHEET
Morrow County Board of Commissioners
(Page 1 of 3)

Item #
66

This document must be completed for each agenda item submitted for consideration by the Board of Commissioners.

Staff Contact: Sandi Pointer Phone Number (Ext): 541-989-9500
Department: Public Works - Road Dept. Requested Agenda Date: April 19, 2017
Person Attending BOC Meeting (REQUIRED): Sandi Pointer

Short Title of Agenda Item:

Recommend award of Trucking Contract for Public Works - Road Dept.

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
Discussion Only
Discussion & Action
Estimated Time:
Department Report
Other: [X]

[X] N/A For Contracts and Agreements Only
Contractor/Entity:
Contractor/Entity Address:
Effective Dates - From: Through:
Total Contract Amount: Budget Line:
Does the contract amount exceed \$5,000? Yes No
If Yes, Attach Purchase Pre-Authorization Request if Applicable Reviewed By:

Department Head Required for all BOC meetings
Admin. Officer/BOC Office Required for all BOC meetings
County Counsel Required for all legal documents
Finance Office Required for all contracts; Other items as appropriate.
Human Resources If appropriate

Note: All entities must sign documents before they are presented to the Board of Commissioners. Original documents are preferred. Agenda requests, including this completed form and supporting documents, must be received by the Board's office by Noon on the Friday prior to the Board of Commissioners Wednesday meeting. County Counsel and Finance review is required for all contracts.

# AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 3)

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1. TITLE OF AGENDA ITEM: **Recommend of Award to Trucking Contractor**

2. ISSUES, BACKGROUND, AND DISCUSSION:

**Advertised with a Request for Qualification for a three (3) year contract that will allow the proposer to provide with hauling, trucking services when the need arises. If deadline to get a project pave road repaired and need gravel, this will allow someone else to call upon if needing the additional equipment. Line item that funds this is the Contract Tuck and Equipment line 202220-520-3119.**

3. OPTIONS:

4. FISCAL IMPACT:

**Costs and revenues are difficult to assign, particularly the secondary impacts of a project. This contract will allow the Road Dept. to use available funds for certain projects when the need arises.**

**Large projects that exhaust the county forces gives us the option to add extra when needed.**

5. STAFF RECOMMENDATIONS:

**A panel of five (5) individual's familiar with projects and the funding of projects reviewed the three proposals that had been turned in. Kate Knopp, Finance Director, Burke O'Brien, Public Works.Director; Matt Scrivner, Assistant Road Master; Alan Gregory, Road Dept. Working Forman and Sandi Pointer, Management Assistant for Public Works. A score was compiled and you will see those attached along with the request that was sent out for review. After the recommend of award, we will come back at a later date with a contract that will be for a three year period and currently is being reviewed by County Council.**

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

**On behalf of Morrow County Public Works we would like to recommend awarding the General Trucking Contract to Andy Ashbeck Trucking LLC for the three year term. I believe the**



# AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

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**action requested from the Board of Commissioners to move to award the proposal and contract with this company. I will then follow with a contract at a later date.**

- Attach additional background documentation as needed.

Routing: Original or copies of signed contract or document should be sent to the following:

- |   |   |
|---|---|
| <input type="checkbox"/> Clerk (Original for recording)         | <input type="checkbox"/> Finance Department (Copy for file) |
| <input type="checkbox"/> Board of Commissioners (Copy for file) | <input type="checkbox"/> Department – For distribution      |
| <input type="checkbox"/> Other _____                            |   |



Andy Ashbeck Trucking LLC  
69425 Little Butter Creek Road  
Echo, Oregon 97826  
541-376-8449/541-379-1375

April 3, 2017

Morrow County

Attn: Sandi Pointer

PO BOX 428

Lexington, OR 97839

Dear Director of Public Works:

This letter will serve as an introduction of myself, and my business, Andy Ashbeck Trucking, LLC.

Having been born and raised in Morrow County, I can safely say there is no better place to live or work. After waiting several years for the chance to purchase my parents' home on Butter Creek, our family is once again residents of Morrow County. My wife, Michele, teaches elementary school in Boardman. Our two older children attend Heppner Junior/Senior High School, as will our youngest son, when it comes time.

My company was established in May 2010. It has always been of dream of mine to own my own company and when the chance came for me to purchase a truck and belly dump, I took it. It was immediately put to work by Pioneer Construction repaving Court and Dorian streets in Pendleton before Round-Up. I have since purchased many trucks and pieces of equipment. I continue to work for Pioneer Construction along with Swaggart Brothers, Eastern Oregon Environmental Recovery, and several local farmers.

Enclosed you will find my bid proposal and references. I hope that we will continue working together.

Sincerely,

*Andy Ashbeck Trucking*  
Andy Ashbeck Trucking, LLC.



Andy Ashbeck Trucking LLC

69425 Little Butter Creek Road

Echo, Oregon 97826

541-376-8449/541-379-1375

Prices for the contract are as follows:

- Dump Truck \$85 per hour
- Truck and Pup \$95 per hour
- Belly dump \$95 per hour
- Lowboy \$110 per hour
- Tilt Deck \$90 per hour

### **Contractor's Capabilities/Experience/References**

- **Morrow County Road Department:** Hauled rock to job sites, hauled asphalt and dumped into the paver, chip sealed, moved rock from spot to spot, and hauled to various county parks. I have worked the past three years with this company using belly dumps, dump trucks, and trucks and pups.
- **Pioneer Construction:** Hauled rock and sand from pits to company's yard, hauled and spread rock at job sites, hauled asphalt and dumped into the paver. Worked with company since 2010 using belly dumps, dump trucks, and truck and pup. Prior to my company working for them, I was an employee of Pioneer. I ran excavator, D-8 Dozer, 966 Frontend loader, roller, along with working on the crusher. Also I have grabbed a shovel or a machine if needed to help the company get projects finished.
  - Jayne Clarke, President of Pioneer Construction: 541-276-7885
- **Swaggart Brothers:** Hauled material to and from job sites, working mainly in the North end of Morrow County (i.e. Dairies, Amazon)
  - Casey Arbogast, Truck Boss: 541-561-5451

- **Eastern Oregon Environmental Recovery:** Haul contaminated material away from diesel or oil spills, and haul clean dirt back to fill in. Calls from this company come at all hours of the day or night with response times ranging from 30 minutes to a few hours depending on where the spill is and when the trucks are needed. Currently working on a diesel spill on Highway 37 outside of Pendleton, one truck is hauling offsite, while the other two are hauling contaminated material to Finley Buttes.
  - Dave Ammons, Owner: 541-571-3530
- **Gilliam County Road Department:** Hauled asphalt grindings from I-84 off Pug mill to paver on Eight Mile, Philippi, and Blalock Canyons.
- **Rawhide Construction:** Haul dirt away and rock back to reinforce the widening of Exit 216 on I-84.
- **Dice Construction:** Haul away rock from Highway 395 before Dale as they were taking out a corner.
- **Barton Laser Leveling:** Haul rock and dirt away to build pads for Natural Gas buildings.
- **Kerr Construction:** Haul asphalt to paver on I-84, Stanfield interchange to Boardman. Worked days and nights depending on main lines and if the company needed to speed up the project.
- **Oregon Mainline:** Hauled asphalt for driveway approaches on Highway 11.
- **Local Area Farmers:** Hauled rock.
  - Price Cattle Company
  - Emmel Brothers
  - Ashbeck Brothers
  - Triple L Cattle Company
  - Knowles Ranch
  - Daly Ranch

The Company runs out of Pine City which makes it very centrally located to either go to the North or South end of the county. The trucks are approximately 30 minutes to either end of the county. Response can be as short as 30 minutes or whenever trucks are needed.

**Equipment:**

- 1991 Kenworth dump truck with drop axle, electric tarp, patching gates, asphalt apron.



- 1994 Western Star with drop axle, tarp, and asphalt apron.



- 2: 2 axle pup trailers (In the process of updating.)
- 1989 Peterbilt water truck



- 1992 Peterbilt used with belly dumps and lowboy.



- 1991 Kenworth Tractor, used with belly dumps and lowboy.



- 40' CPS belly dump with electric tarp
- 40' Beal belly dump with asphalt tarp
- 3 axle lowboy
- 24 Ton tilt deck trailer



- 1997 John Deere Dozer



- 1997 Excavator with thumb, have a 5' muck bucket, digging bucket, and trenching bucket.



- 930 Cat Front End Loader

### **Project Team:**

Andy Ashbeck is the owner/operator of Andy Ashbeck Trucking LLC. He will be the person who will be contacted and will contact the county for all business matters.

Andy will drive truck and be in command of anyone driving for him. All other drivers he may use, if needed, are people who have driven truck for many years. All drivers will have a pre-employment drug test and have a driving test with the company.

Andy has had a Class A CDL since 1997. He has driven various type of trucks including; lowboy, belly dump, dump truck and pup, log truck. He has hauled on all types of roads and in various conditions.

He has current MSHA, First Aid/CPR, and AED training.

### **Method of Approach:**

My philosophy of working with other companies is I receive a call from the coordinator/foreman of the project, where they tell me when and where to be with my trucks. When my trucks get onsite, I contact that person to line my trucks out as to where they need to go and what needs to be done. I oversee my drivers and trucks, along with driving. I work side-by-side with the coordinator/foreman to ensure my trucks are completing a job to their specifications.

I only offer advice, if asked, if I see another way to make things run smoother or to approach a project. Sometimes a different set of eyes sees different things. This has happened in several jobs my trucks have been on.

### **Understanding of Requested Services and Local Area Factors:**

I understand the requested services of trucking and hauling various materials. I have had much experience in hauling various items rock, sand, dirt, asphalt, logs, and equipment. I am familiar with the weather conditions throughout the county, from snow at the higher elevations; potential for flash floods anywhere – as experienced by our yard washing away; and thick fog banks in the north end of the county. I have driven on or hauled on nearly all roads in Morrow County. I am able to haul in all conditions from sunshine to snow to freezing rain, as I have chains for all trucks.

I understand that the North end is very sandy and it blows constantly. Whereas the South end has more basalt rock and mountainous slopes and grades. I can adapt to all conditions in any type of weather.



**Request For Proposals**  
**General Trucking**

**Evaluation Criteria Score Sheet**

Proposer: Andy Ashback

<u>Criteria</u>	<u>Maximum</u>	<u>Score</u>
A. Fee Schedule	60	<u>40</u>
B. Consultant's Capabilities/ Experience/References	20	<u>10</u>
C. Labor & Equipment Availability	10	<u>8</u>
D. Method of Approach	10	<u>8</u>

Scored by: Alan Gussner  
(Please Print Name)

Signed: [Signature]

Date: 4-11-17

**Request For Proposals**  
**General Trucking**

**Evaluation Criteria Score Sheet**

Proposer: Andy Ashback Trucking

<u>Criteria</u>	<u>Maximum</u>	<u>Score</u>
A. Fee Schedule	60	<u>55</u>
B. Consultant's Capabilities/ Experience/References	20	<u>18</u>
C. Labor & Equipment Availability	10	<u>10</u>
D. Method of Approach	10	<u>8</u>

All similar

Scored by: Kate King  
(Please Print Name)

Signed: [Signature]

Date: 4/10/17

**Request For Proposals**  
**General Trucking**

**Evaluation Criteria Score Sheet**

Proposer: Andy Ashbeck

<u>Criteria</u>	<u>Maximum</u>	<u>Score</u>
A. Fee Schedule	60	<u>45</u>
B. Consultant's Capabilities/ Experience/References	20	<u>15</u>
C. Labor & Equipment Availability	10	<u>8</u>
D. Method of Approach	10	<u>8</u>
		<u>76</u>

Scored by: Burke O'Brien Burke O'Brien  
(Please Print Name)

Signed: Burke O'Brien

Date: April 11, 2011

**Request For Proposals**  
**General Trucking**

**Evaluation Criteria Score Sheet**

Proposer: Andy Ashbeck Trucking LLC

<u>Criteria</u>	<u>Maximum</u>	<u>Score</u>
A. Fee Schedule	60	<u>50</u>
B. Consultant's Capabilities/ Experience/References	20	<u>15</u>
C. Labor & Equipment Availability	10	<u>9</u>
D. Method of Approach	10	<u>9</u>

85 - Dump  
95 Pup truck  
95 ball  
110 lowboy  
90 hill

Scored by: Scott Kulkarni  
(Please Print Name)

Signed: JK

Date: 4.11.11

# 83

**Request For Proposals**  
**General Trucking**

**Evaluation Criteria Score Sheet**

Proposer: Wesley Nisco

<u>Criteria</u>	<u>Maximum</u>	<u>Score</u>
A. Fee Schedule	60	<u>46</u>
B. Consultant's Capabilities/ Experience/References	20	<u>15</u>
C. Labor & Equipment Availability	10	<u>7</u>
D. Method of Approach	10	<u>7</u>
		<u>75</u>

Scored by: Burke O'Brien  
(Please Print Name)

Signed: Burke O'Brien

Date: April 11 2017

**Request For Proposals**  
**General Trucking**

**Evaluation Criteria Score Sheet**

Proposer: Andy Ahback Trucking LLC

<u>Criteria</u>	<u>Maximum</u>	<u>Score</u>
A. Fee Schedule	60	<u>50</u>
B. Consultant's Capabilities/ Experience/References	20	<u>16</u>
C. Labor & Equipment Availability	10	<u>8</u>
D. Method of Approach	10	<u>10</u>

Scored by: Matthew B. Scieszka  
(Please Print Name)

Signed: [Signature]

Date: 4-11-17

84

**Request For Proposals**  
**General Trucking**

**Evaluation Criteria Score Sheet**

Proposer: Wesley Wise Excavating

<u>Criteria</u>	<u>Maximum</u>	<u>Score</u>
A. Fee Schedule	60	<u>45</u>
B. Consultant's Capabilities/ Experience/References	20	<u>10</u>
C. Labor & Equipment Availability	10	<u>6</u>
D. Method of Approach	10	<u>6</u>

Scored by: MATTHEW B. SCORNIEN  
(Please Print Name)

Signed: [Signature]

Date: 4-11-17

(67)

**Request For Proposals**  
**General Trucking**

**Evaluation Criteria Score Sheet**

Proposer: Wesley Wise

<u>Criteria</u>	<u>Maximum</u>	<u>Score</u>
A. Fee Schedule	60	<u>55</u>
B. Consultant's Capabilities/ Experience/References	20	<u>10</u>
C. Labor & Equipment Availability	10	<u>10</u>
D. Method of Approach	10	<u>9</u>

Scored by: [Signature]  
(Please Print Name)

Signed: [Signature]

Date: 4/10/17

90  
Edward the building  
computer out...

**Request For Proposals**  
**General Trucking**

**Evaluation Criteria Score Sheet**

Proposer: Wesley Wise

<u>Criteria</u>	<u>Maximum</u>	<u>Score</u>
A. Fee Schedule	60	<u>35</u>
B. Consultant's Capabilities/ Experience/References	20	<u>8</u>
C. Labor & Equipment Availability	10	<u>6</u>
D. Method of Approach	10	<u>5</u>

Scored by: Alan Gregory  
(Please Print Name)

Signed: [Signature]

Date: 4-11-17

66

**Request For Proposals**  
**General Trucking**

**Evaluation Criteria Score Sheet**

Proposer: Wesley Wise excavation

<u>Criteria</u>	<u>Maximum</u>	<u>Score</u>
A. Fee Schedule	60	<u>40</u>
B. Consultant's Capabilities/ Experience/References <u>20 years - Pioneer Asphalt, Topcon</u>	20	<u>16</u>
C. Labor & Equipment Availability <u>dump truck, w/ in low hours -</u>	10	<u>5</u>
D. Method of Approach	10	<u>5</u>

3  
\$ 85 dump  
\$ 100 dump + fuel

Scored by: Sara Putman  
(Please Print Name)

Signed: [Signature]

Date: 4/11/17

66

**Request For Proposals**  
**General Trucking**

**Evaluation Criteria Score Sheet**

Proposer: Dixie Deeds Trans. LLC -

<u>Criteria</u>	<u>Maximum</u>	<u>Score</u>
A. Fee Schedule <i>Don't see dump truck -</i>	60	<u>30</u>
B. Consultant's Capabilities/ Experience/References <i>20 years - non union truck</i>	20	<u>12</u>
C. Labor & Equipment Availability <i>Part of materials</i>	10	<u>5</u>
D. Method of Approach <i>before dump low bed - flat bed but need schedule limited info</i>	10	<u>5</u>

High  
100 - Ball & dump  
Trucks.  
115 - 34 ton.  
100 - low boy -  
100 - Flat bed.

Scored by: Sandy Pulman  
(Please Print Name)  
Signed: [Signature]  
Date: 4/11/17

52

**Request For Proposals**  
**General Trucking**

**Evaluation Criteria Score Sheet**

Proposer: Dixie Deeds

<u>Criteria</u>	<u>Maximum</u>	<u>Score</u>
A. Fee Schedule	60	<u>30</u>
B. Consultant's Capabilities/ Experience/References	20	<u>7</u>
C. Labor & Equipment Availability	10	<u>5</u>
D. Method of Approach	10	<u>5</u>

Scored by: Alan Gussner  
(Please Print Name)  
Signed: [Signature]  
Date: 4-11-17

**Request For Proposals**  
**General Trucking**

**Evaluation Criteria Score Sheet**

Proposer: Dusty Deals

<u>Criteria</u>	<u>Maximum</u>	<u>Score</u>
A. Fee Schedule	60	<u>55</u>
B. Consultant's Capabilities/ Experience/References	20	<u>10</u>
C. Labor & Equipment Availability Schedule	10	<u>8</u>
D. Method of Approach <i>Indirect</i>	10	<u>5</u> <u>78</u>

Scored by: Wade King  
(Please Print Name)

Signed: [Signature]

Date: 4/10/17

**Request For Proposals**  
**General Trucking**

**Evaluation Criteria Score Sheet**

Proposer: Dusty Deals Transportation, LLC

<u>Criteria</u>	<u>Maximum</u>	<u>Score</u>
A. Fee Schedule	60	<u>35</u>
B. Consultant's Capabilities/ Experience/References	20	<u>8</u>
C. Labor & Equipment Availability	10	<u>6</u>
D. Method of Approach	10	<u>8</u>

Scored by: Matthew B. Scainier  
(Please Print Name)

Signed: [Signature]

Date: 4-11-17

57

**Request For Proposals**  
**General Trucking**

**Evaluation Criteria Score Sheet**

Proposer: Dirty Deals Trans

<u>Criteria</u>	<u>Maximum</u>	<u>Score</u>
A. Fee Schedule	60	<u>40</u>
B. Consultant's Capabilities/ Experience/References	20	<u>15</u>
C. Labor & Equipment Availability	10	<u>12</u>
D. Method of Approach	10	<u>5</u>

Scored by: Burke O'Brien 72  
(Please Print Name)

Signed: Burke O'Brien

Date: April 11 2017



# **REQUEST FOR QUALIFICATIONS**

**FOR**

## **Trucking Services**

**FOR**

**MORROW COUNTY – GENERAL PUBLIC WORKS PROJECTS**

### **MORROW COUNTY**

365 W Hwy 74

P.O. Box 428

Lexington, Oregon 97839

(541) 989-9500

March 2017

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## INTRODUCTION

Morrow County, hereinafter known as the County, is seeking the services of a qualified Trucking Services contractor to provide trucking and hauling services for various Morrow County Public Works projects as the need arises. The contract is anticipated to start mid-April 2017 and will cover a period of three (3) years. The County reserves the right to amend this contract for additional time if it is in the best interest of the County.

Separate work orders will be developed for each County project. The County reserves the right to select a different trucking contractor for these County projects if it is in the best interest of the public to do so.

### Section 1: RFQ Submittal and Closing Date

Six copies of the RFQ must be received no later than 4:00 p.m. local time on **April 6, 2017** RFQs may not exceed 25 pages. Neither late nor faxed submittals will be acceptable. Contractors submitting RFQs not in compliance with Section 4 will be considered non-responsive. RFQs must be addressed to the following:

Morrow County  
Attn: Sandi Putman  
P.O. Box 428  
365 W Hwy 74  
Lexington, OR 97839  
(541) 989-9500

### Section 2: Inquiries

- 2.1** Questions that arise prior to the RFQ deadline shall be addressed to the following:

Morrow County  
Attn: Sandi Putman  
P.O. Box 428  
365 W Hwy 74  
Lexington, OR 97839  
(541) 989-9500

- 2.2** Contractors shall submit questions in writing to Sandi Putman no later than seven days prior to the submittal date. Substantive questions and answers will be provided to all RFQ recipients.

### **Section 3: General Statement of Work and Delivery Schedule**

#### **3.1 General Work Statements**

The objective of this work is to assist Morrow County with a variety of projects as the need arises. Projects may include, but are not limited to, the following:

1. General trucking and hauling services both owned and leased sites.
2. General trucking and hauling Services at various project sites.

#### **3.2 Contractors Responsibilities**

The scope of work to be performed by the Contractor for various County projects may include general trucking service. A detailed Scope of Work will be provided for each specific project. Services to be provided may include some of, but not limited to, the following:

1. Assist the County with development, planning and execution of projects getting the appropriate permits and following all rules and regulations.
2. Prepare preliminary project costs prior to project.
3. Meet with the County and representatives of local, state, and federal agencies as necessary.

### **Section 4: RFQ Content Requirements**

#### **4.0 Fee Schedule**

Costs will be evaluated as part of the selection process. A Preliminary Fee Schedule must be included with the RFQ.

#### **4.1 Contractor's Capabilities/Experience/References**

Outline the contractor's capabilities and experience with regard to the requested services. The response should address the following:

- Experience with similar projects. Provide references.
- Equipment available and must pass DOT inspections.
- Response time.

## **4.2 Project Team**

Outline the contractor's personnel who would work with the County. The response should also address the following:

- Extent of principal involvement.
- Names of key members who will be performing the work on these projects and their responsibilities.
- Qualifications and relevant individual experience, including sub contractors.
- Certificate of Insurance: commercial liability insurance and workers compensation insurance will need to be presented when the contract is awarded.

## **4.3 Method of Approach**

Outline the contractor's approach to working with the County on County projects.

## **4.4 Understanding of Requested Services and Local Area Factors**

Outline the contractor understands of the requested services and the impact of local area factors on these services. The response should address items such as experience and familiarity with local conditions that could affect project construction success such as local materials sources, weather limitations, local contracting resources, etc.

# **Section 5: Proposal Evaluation and Contractor Selection**

## **5.1 Evaluation Process**

Statements of Qualifications submitted on time will be reviewed against the Pass/Fail criteria. RFQs meeting those criteria will be forwarded to an evaluation committee for scoring against the evaluation criteria (listed below) and ranking. The outcome of the evaluations may, at the County's sole discretion, result in (A) notice to a Proposer(s) of selection for tentative contract negotiation and possible award; or (B) further steps to gather more information for further evaluation. The selection process may be canceled if the County determines it is in the public interest to do so.

## 5.2 Evaluation Criteria

Each proposal will be judged as a demonstration of the contractor's capabilities and understanding of the services requested. Evaluation factors and maximum points will be as follows:

<b>Criteria</b>	<b>Maximum Score</b>
A. Fee Schedule	60
B. Contractor's Capabilities/Experience/ References	20
C. Labor & Equipment Availability	10
D. Method of Approach	10
<b>Total Maximum Score:</b>	<b>100</b>

## Section 6: General Information

- 6.1 The County may require any clarification or change it needs to understand the selected contractor's project approach.
- 6.2 The successful contractor must have Worker's Compensation Insurance covering work in Oregon. The successful contractor must also submit documents addressing insurance, non-collusion, tax law, debarment, and conflict of interest as part of the personal services contract.
- 6.3 The County reserves the right to reject any or all proposals, and is not liable for any costs the contractor incurs while preparing or presenting the proposal.
- 6.4 The County reserves the right to cancel this RFQ upon a good cause finding.
- 6.5 The County may award a contract to the contractor whose proposal, in the opinion of the County, would be most advantageous to the County.
- 6.6 The selected general contractor will be required to assume responsibility for all services outlined in the RFQ, whether the contractor produces them.

— ADVERTISEMENT —

**REQUEST FOR QUALIFICATIONS FOR  
Trucking Services Contractor**

**Morrow County Public Works Projects - Morrow County, Oregon**

Morrow County, Oregon, requests proposals for a qualified Trucking Services Contractor to provide regular hauling and trucking services for various County General Public Works projects. Contractors submitting qualifications shall be considered based upon the following general evaluation criteria:

1. Fee schedule.
2. Experience.
3. Method of approach.
4. Availability of labor and equipment.

Copies of the Request for Qualifications may be obtained from Morrow County Public Works, P.O. Box 428, 365 W Hwy 74, Lexington, Oregon 97839, (541) 989-9500. Complete proposals will be accepted at the same address no later than 4:00 p.m. April 6, 2017 questions or concerns may be addressed to Sandi Putman.

**General Trucking Contractor**

**RFP Score Sheet**

**4/11/2017**

**Proposer**

**Total score**

			<b>SNP #1</b>	<b>AG #2</b>	<b>KK #3</b>	<b>MS #4</b>	<b>BO #6</b>		<b>TOTAL</b>
<b>Andy Ashbeck Trucking LLC</b>			<b>83</b>	<b>66</b>	<b>91</b>	<b>84</b>	<b>76</b>		<b>400</b>
<b>Wesley Wise Excavating</b>			<b>66</b>	<b>54</b>	<b>84</b>	<b>67</b>	<b>75</b>		<b>346</b>
<b>Dirty Deeds Transportation, LLC.</b>			<b>52</b>	<b>47</b>	<b>78</b>	<b>57</b>	<b>72</b>		<b>306</b>
									<b>0</b>
			<b>201</b>	<b>167</b>	<b>253</b>	<b>208</b>	<b>223</b>		

**#1 Sandi Putman, MC Management Assistant**

**#2 Alan Gregory, Working Foreman**

**#3 Kate Knopp, MC Fincance Director**

**#4 Matt Scrivner, Assistant Road Master**

**#5 Burke O'Brien, Public Works Director**





# AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

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1. TITLE OF AGENDA ITEM: **AMENDED BYLAWS OF MORROW COUNTY PARKS COMMITTEE**

2. ISSUES, BACKGROUND, AND DISCUSSION:

At the April 5, 2017 Board of Commissioners meeting, the Board requested County Counsel and Public Works review the bylaws again and change requested changes mentioned during the meeting. These changes included:

- Requiring 5 members of the 9 member board to vote in the affirmative or opposed for a decision to be made.
- Chair and Vice Chair be approved by Board of Commissioners
- Committee as a whole approve sub-committees and who is on sub-committees.
- County Counsel Change: Removal of Chair signing bylaws. The Committee is a function of the Board of Commissioners, and I do not believe it is necessary to have Chair approval for bylaws.

3. OPTIONS:

- Approve updated bylaws.
- Request further changes.

4. FISCAL IMPACT: None

5. STAFF RECOMMENDATIONS:

If no additional changes are necessary, request that the matter come back before the Board of Commissioners with a resolution approving the bylaws.

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

Direct staff to draft resolution to approve bylaws

- Attach additional background documentation as needed.

Routing: Original or copies of signed contract or document should be sent to the following:

- |   |   |
|---|---|
| <input checked="" type="checkbox"/> Clerk (Original for recording)                              | <input type="checkbox"/> Finance Department (Copy for file) |
| <input type="checkbox"/> Board of Commissioners (Copy for file)                                 | <input type="checkbox"/> Department – For distribution      |
| <input checked="" type="checkbox"/> Other: <u>Morrow County Public Works Department – Parks</u> |   |

## **MORROW COUNTY PARKS COMMITTEE**

### **COMMITTEE BYLAWS**

#### **ARTICLE I – NAME**

The name of this organization is the Morrow County Parks Committee.

#### **ARTICLE II – MISSION STATEMENT AND POWERS**

##### Section 1: MISSION STATEMENT

The overall goal of the Morrow County Parks Committee, here after referred to as Committee, is to provide advice to the Morrow County Board of Commissioners, and Morrow County Public Works Director as to the management, marketing and improvements of Morrow County Parks.

##### Section 2: POWERS

The Committee shall serve as an advisor to the Morrow County Board of Commissioners and the Morrow County Public Works Director, in setting policy, budgeting and prioritizing projects associated with Morrow County Parks.

#### **ARTICLE III – MEMBERSHIP**

##### Section 1: COMMITTEE COMPOSITION

The Committee shall be comprised of individuals who have knowledge of the issues relating to the Morrow County Parks, and their facilities, tourism and economic development.

- a.) A person representing the Boardman Parks District Board
  - 1.) This person shall be a member of and appointed by the Boardman Parks District
- b.) A person representing the Irrigon Parks District Board
  - 1.) This person shall be a member of and appointed by the Irrigon Park District
- c.) A person representing the Willow Creek Park District (Representing Heppner, Ione, Lexington)
  - 1.) This person shall be a member of and appointed by the Willow Creek Park District Board
- d.) A person representing the Morrow County Public Works Department

- e.) A person representing the Umatilla National Forest Service
  - 1.) This person shall be from the Heppner Ranger District
- f.) Four (4) individuals to serve as Parks User/At Large who shall be Morrow County resident
  - Parks User/At Large Sub-group suggestions --
  - 1.) Motorized representative (all-terrain vehicle, snowmobile, jeep, etc.)
  - 2.) Equestrian
  - 3.) Hiking/Biking (hiking or bicycling)
  - 4.) Hunting/Camping

**Section 2: NUMBER AND SELECTION**

- a.) The Morrow County Board of Commissioners may approve a total of nine (9) individuals to serve on the committee.
- b.) The terms of the membership shall be established on a rotating basis of three (3) year terms with three (3) members to be appointed each year.
- c.) The appointing authority shall make appointments to fill vacancies as they occur. Such appointments shall be for the duration of the unexpired term of that vacancy.

**Section 3: TERMS OF OFFICE**

All individuals of the Committee, shall be appointed to three (3) year terms. As designated by the appointing authority, individuals of the initial Committee, including the chair person and the vice chair shall serve terms in alternating one (1) year.

**Section 4: RESPONSIBILITIES**

Committee members are to regularly attend meetings of the Committee and sub-committees to which they have been appointed and to fulfill other Committee duties as appointed by the chair person.

**Section 5: TERMINATION OF MEMBERSHIP**

By a majority vote of the members constituting a quorum, the Committee may recommend to the appointing authority that a Committee member's position be declared vacant when the member has been absent from three (3) consecutive Committee meetings.

**Section 6: QUORUM**

A quorum will be achieved by having a minimum of five (5) members present and participating either in-person or by interactive electronic methods.

**ARTICLE IV – OFFICERS**

**Section 1: DEFINITION**

The Committee shall have a Chair person and a Vice-Chair who shall be nominated by the Committee members, and approved by the Board of Commissioners. Morrow County Public Works personnel shall serve as the Committee facilitator.

**Section 2: OFFICERS**

*CHAIR PERSON:* The Chair person shall be nominated by the Committee membership, and approved by the Board of Commissioners. The Chair person shall have the responsibility to call the meetings and preside at all meetings of the Committee.

*VICE-CHAIR PERSON:* The Vice Chair person shall be nominated by the Committee membership, and approved by the Board of Commissioners. The Vice Chair shall preside at Committee meetings in the absence of the Chair person and shall assist the Chair person in the execution of tasks necessary to carry out the business of the Committee.

*MORROW COUNTY PUBLIC WORKS PERSONNEL:* The Morrow County Public Works Personnel shall be responsible for setting the agenda, sending meeting notices/documents, and be responsible for taking minutes at the Committee meetings.

### Section 3: ELECTION

At the first Committee meeting of the year, the Committee shall nominate officers to the Morrow County Board of Commissioners. Terms of office shall be for one (1) calendar year and an incumbent shall be eligible for re-election.

## **ARTICLE V – SUB-COMMITTEES**

The Committee shall appoint all sub-committees, charge each with its responsibility. A sub-committee may be comprised of one (1) or more persons appointed by the Committee. Sub-committee members may include members of the Committee and other interested persons who reside in Morrow County. The Sub-Committee Chair person shall be responsible for scheduling meetings, assigning specific tasks within the mandate of the Sub-committee, chairing meetings of the sub-committee, and reporting to the Committee concerning the work of the sub-committee.

## **ARTICLE VI – ADVISORS/STAKEHOLDERS**

The Committee and sub-committees may call on members of the community and other professionals to provide technical assistance. No funds shall be expended for these advisors/stakeholders unless approved by County Board of Commissioners.

## **ARTICLE VII – MEETINGS**

### Section 1: PUBLIC MEETINGS LAW

The Committee is a public body for the purposes of ORS Chapter 192 and thereby subject to the statutory procedures relating to public meetings. It is the policy of the Committee to maintain maximum public contact and input. In accordance with this policy, all meeting notices routinely shall be announced to the newspapers of record in the area. Distribution of the meeting notices shall be in a manner that maximizes the potential for the public to be aware of the proceedings of the Committee and to participate in its deliberations.

Section 2: REGULAR MEETINGS

The Committee shall endeavor to meet a minimum of two (2) times per calendar year once in the spring and again in the fall. Meetings may be held at different locations within the County. Meetings shall be announced to members by electronic methods and/or written notice by the Morrow County Public Works Department or the Morrow County Board of Commissioners.

Section 3: SPECIAL MEETINGS

The Chair person, Vice-Chair person, or any three members of the Committee may call a special meeting by giving members written, verbal and/or electronic notice and by giving the required public meeting notice.

Section 4: DECISION MAKING

Decisions shall require a minimum vote of five (5) members in the affirmative or opposed for a decision to be made by the Committee. Voting can occur by committee members present and participating either in-person or by interactive electronic methods. Proxy votes shall not be accepted in the absence of a Committee member.

Section 5: MINUTES

Written minutes of all meetings shall be maintained in accordance with Oregon Administrative Rule Records Retention Requirements. Minutes will be distributed to all Committee members and appointing authority and shall be corrected if necessary and approved at subsequent meetings. Minutes will be maintained by the Morrow County Public Works Department.

**ARTICLE VIII – PUBLIC RECORD**

The Committee shall be subject to the Oregon Public Records Laws, ORS 192.001 through 192.595, and the Oregon Public Contracting Laws, ORS Chapter 279.

**ARTICLE IV – PARLIAMENTARY AUTHORITY**

Roberts Rules of Order (Newly Revised) shall be the parliamentary authority in all cases not covered by these bylaws and any special rules of order the Committee shall adopt.

**ARTICLE X – AMENDMENT**

Amendments to these bylaws shall be approved by a two-thirds vote of the entire membership of the Committee, provided that the amendments have been submitted in writing to the Committee at the previous regular meeting. Any amendments to these bylaws shall be considered as binding until approved by the Morrow County Board of Commissioners.

**ARTICLE XI - MISCELLANEOUS**

Section 1: FISCAL YEAR

The fiscal year for the Committee shall be from July 1 through June 30.

Section 2: INTEGRATION WITH OREGON LAWS

In the event any provisions of these bylaws conflict with applicable Oregon Laws, then the applicable provision of Oregon Law shall govern. The remainder of these bylaws, however shall remain in effect.

Signed this 19th day, in the month of April, in the year 2017.

\_\_\_\_\_  
Melissa Lindsay, Chair

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

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

ATTEST: \_\_\_\_\_  
Morrow County Clerk





# AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

1. **TITLE OF AGENDA ITEM: STATE OF OREGON INTERGOVERNMENTAL GRANT AGREEMENT**

2. **ISSUES, BACKGROUND, AND DISCUSSION:** The Morrow County Health Dept applied for two separate Mini Grants to support Travel costs associated with the need to travel to Counties represented through the work of the Healthcare Preparedness Regional Coordination work. The funding levels are identified in Exhibit A Part 3 Budget Template. Part 1 of 2 Award amount is \$1,500 (identified as \$500 for travel and \$1,000 to purchase Respirator Fits Kits). Part 2 of 2 Award amount is \$5,000.12 (identified as \$4,650.12 for travel expenses [meals, registration and lodging] and \$350 identified for printer/paper, IT support and phone).

Request for review of the agreement was submitted to Justin Nelson 3/13/17. Response was received from Justin on 3/31/17 regarding his approval of the agreement with recommendation for signature. Lag time for submission to the BOC resulted from miscommunication regarding if appropriate for Jerry to sign vs submission to Commissioners for review and signature.

3. **OPTIONS:** N/A

4. **FISCAL IMPACT:** No change in FTE. Funding will be utilized to continue to support the required travel in order to successfully coordinate Healthcare Preparedness for the region and purchase other items (respirator kits and supplies and supports) as identified above.

5. **STAFF RECOMMENDATIONS:** No changes in current FTE

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

Review and approval of agreement with signature by BOC representative.

Signature of the Document Return Statement so that the document does not need to be returned in its entirety in order to prove it was not altered.

- Attach additional background documentation as needed.

Routing: Original or copies of signed contract or document should be sent to the following:

- |   |   |
|---|---|
| <input type="checkbox"/> Clerk (Original for recording)         | <input type="checkbox"/> Finance Department (Copy for file)       |
| <input type="checkbox"/> Board of Commissioners (Copy for file) | <input checked="" type="checkbox"/> Department – For distribution |
| <input type="checkbox"/> Other _____                            |   |



## Contract and Agreement Review Sheet

Contract/Agreement Number:

County Counsel Review  
Date:

Staff Contact: Sheree Smith Phone Number (Ext): 5212

Department: Health Dept Agenda Date: 3/22/17

Contractor Name: OHA Grant Agreement Number: 153479

Address: Public Health Division, 800 NE Oregon St., Suite 465 B,

City, State, Zip: Portland, Ore 97232

Effective Dates – From: Immed Through: 06/30/17

Total Contract Amount: \$6,500.12 Budget Line: \_\_\_\_\_

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

If Yes, Attach Purchase Pre-Authorization Request if Applicable

### Background and Discussion:

I will forward the original email with all documents attached regarding the Mini Grants applied for to support Travel and other expenses associated with the Healthcare Preparedness Regional Coordinator work.

The agreement actually references Two Different Mini Grant Awards as identified in EXHIBIT A Part 3 Budget Template:

1. Part 1 of 2 award is \$1,500 (\$500 for Travel and \$1,000 to purchase Respirator Fit Kits)
2. Part 2 of 2 award is \$5,000.12 (\$4,650.12 for Travel expenses [meals registration and lodging] and \$300 for printer/paper, IT support, phone)

### Fiscal Impact:

No change in FTE, the award is to support the HealthCare Preparedness Coordinator with activities to support work within the Region 9 area represented.

Original or copies of signed contract should be sent to the following:

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> Clerk (Original for recording) | <input checked="" type="checkbox"/> Finance Department (Copy for file)   |
| <input checked="" type="checkbox"/> BOC Office (Copy for file)     | <input type="checkbox"/> Department – For distribution to the contractor |
| <input type="checkbox"/> Other _____                               |  |

# 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: 153 479-0, 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.

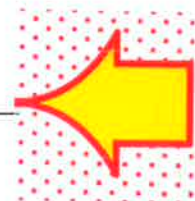
**Contractor's name**

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.

**Confidential**  
**CONTRACTOR TAX IDENTIFICATION INFORMATION**  
For Accounting Purposes Only

The State of Oregon requires contractors to provide their Federal Employer Identification Number (FEIN) or Social Security Number (SSN). This information is requested pursuant to ORS 305.385 and OAR 125-246-0330(2). Social Security numbers provided pursuant to this section will be used for the administration of state, federal and local tax laws. The State of Oregon may report this information to the Internal Revenue Service (IRS). Contractors must keep this information current at all times. Contractors are required to notify the State of Oregon contract administrator within 10 business days if this information changes. The State of Oregon reserves the right to ask contractors to update this information at any time during the document term.

**Document number:** 153479 \_\_\_\_\_

**Legal name (tax filing):** Morrow County \_\_\_\_\_

**DBA name:** \_\_\_\_\_

**Billing address:** P.O. Box 867 \_\_\_\_\_

**City:** Heppner \_\_\_\_\_ **State:** OR \_\_\_\_\_ **Zip:** 97836 \_\_\_\_\_

**Phone:** 541-676-5615 \_\_\_\_\_

**FEIN:** 93-6002308 \_\_\_\_\_

- OR -

**SSN:** \_\_\_\_\_

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



**Grant Agreement Number 153479**

**STATE OF OREGON  
INTERGOVERNMENTAL GRANT AGREEMENT**

In compliance with the Americans with Disabilities Act, this document is available in alternate formats such as Braille, large print, audio recordings, Web-based communications and other electronic formats. To request an alternate format, please send an e-mail to [dhs-oha.publicationrequest@state.or.us](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 Agreement is between the State of Oregon, acting by and through its Oregon Health Authority, hereinafter referred to as "OHA," and

**Morrow County  
Acting by and through its Health Department  
120 S. Main Street  
PO Box 799  
Heppner, OR 97386  
Contact: Sheree Smith  
Telephone: 541-676-5421  
E-mail address: [ssmith@co.morrow.or.us](mailto:ssmith@co.morrow.or.us)**

hereinafter referred to as "Recipient."

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

**Public Health Division (PHD)  
Health Security, Preparedness, and Response Program  
State Emergency Registry of Volunteers in Oregon (SERV-OR)  
800 NE Oregon Street, Suite 465B  
Portland, OR 97232  
Grant Administrator: Eric Gebbie or delegate  
Phone: 971.673.0709  
Fax: 971.673.1309  
E-mail: [eric.n.gebbie@state.or.u](mailto:eric.n.gebbie@state.or.u)**

**1. Effective Date and Duration.**

This Agreement shall become effective on the date this Agreement has been approved by the Department of Justice or on January 1, 2017, whichever date is later and regardless of the date it is actually signed by all other parties. Unless extended or terminated earlier in accordance with its terms, this Agreement shall expire on July 31, 2017. Agreement termination shall not extinguish or prejudice OHA’s right to enforce this Agreement with respect to any default by Recipient that has not been cured.

**2. Agreement Documents.**

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

- (1) Exhibit A, Part 1: Program Description
- (2) Exhibit A, Part 2: Payment and Financial Reporting
- (3) Exhibit A, Part 3: Budget
- (4) Exhibit A, Part 4: Special Terms and Conditions
- (5) Exhibit B: Standard Terms and Conditions
- (6) Exhibit C: Insurance Requirements
- (7) Exhibit D: Required Federal Terms and Conditions
- (8) Exhibit E: Reserved
- (9) Exhibit F: Information Required by 2 CFR Subtitle B with guidance at 2 CFR Part 200

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

b. In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence shall control. The documents comprising this Agreement shall be in the following descending order of precedence: this Agreement less all exhibits, Exhibits D, B, A, C, and F.

**3. Grant Disbursement Generally.**

4. The maximum not-to-exceed amount payable to Recipient under this Agreement, which includes any allowable expenses, is \$6,500.12. OHA will not disburse grant to Recipient in excess of the not-to-exceed amount and will not disburse grant until this Agreement has been signed by all parties. OHA will disburse the grant to Recipient as described in Exhibit A.

**5. Vendor or Sub-Recipient Determination.**

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

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

Catalog of Federal Domestic Assistance (CFDA) #(s) of federal funds to be paid through this Agreement: **93.889**

**6. Recipient Data and Certification.**

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

**Please print or type the following information**

**Recipient Name (exactly as filed with the IRS):** \_\_\_\_\_

Morrow County

**Street address:** \_\_\_\_\_

100 South Court Street

**City, state, zip code:** \_\_\_\_\_

Hesperia, OR 97836

**Email address:** \_\_\_\_\_

kknop@co.morrow.or.us

**Telephone:** \_\_\_\_\_

(541) 676-5615

**Facsimile:** \_\_\_\_\_

(541) 676-5619

**Federal Employer Identification Number:** \_\_\_\_\_

**Proof of Insurance:**

**Workers' Compensation Insurance Company:** \_\_\_\_\_

SAIF

**Policy #:** \_\_\_\_\_

122601

**Expiration Date:** \_\_\_\_\_

6/30/2017

The above information must be provided prior to Agreement execution. Recipient shall provide proof of insurance upon request by OHA or OHA designee.

b. **Certification.** The Recipient acknowledges that the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any "claim" (as defined by ORS 180.750) that is made by (or caused by) the Recipient and that pertains to this Agreement or to the project for which the grant activities are being performed. The Recipient certifies that no claim described in the previous sentence is or will be a "false claim" (as defined by ORS 180.750) or an act prohibited by ORS 180.755. Recipient further acknowledges that in addition to the remedies under this Agreement, if it makes (or causes to be made) a false claim or performs (or causes to be performed) an act prohibited under the Oregon False Claims Act, the Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against the Recipient. Without limiting the generality of the foregoing, by signature on this Agreement, the Recipient hereby certifies that:

- (1) Under penalty of perjury the undersigned is authorized to act on behalf of Recipient and that Recipient is, to the best of the undersigned's knowledge, not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means a state tax imposed by ORS 320.005 to 320.150 and 403.200 to 403.250 and ORS chapters 118, 314, 316, 317, 318, 321 and 323 and the elderly rental assistance program under ORS 310.630 to 310.706 and local taxes administered by the Department of Revenue under ORS 305.620;
- (2) The information shown in this Section 5., Recipient Data and Certification, is Recipient's true, accurate and correct information;
- (3) To the best of the undersigned's knowledge, Recipient has not discriminated against and will not discriminate against minority, women or emerging small business enterprises certified under ORS 200.055 in obtaining any required subcontracts;

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



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

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

**Morrow County Health Department**

**By:**

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Authorized Signature	Title	Date
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**State of Oregon acting by and through its Oregon Health Authority**

**By:**

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

Exempt per OAR 137-045-0030(1)(a)

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Assistant Attorney General	Date
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**Reviewed by Program Support Manager:**

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Authorized Signature	Title	Date
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**Office of Contracts and Procurement:**

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Danielle Pompe, Contract Specialist Signature	Print Name	Date
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## **EXHIBIT A**

### **Part 1**

#### **Program Description**

Recipient shall:

1. Purchase only the goods or services outlined in Exhibit A, Part 3, Budget, except when authorized according to the procedures set forth in Exhibit A, Part 2, Section 2, "Expenditure of Grant Funds."
2. Submit two Status Reports summarizing the status of awarded funds, due on February 15, 2017 and April 15, 2017.
3. Make every effort to obligate or expend funds on or before April 15, 2017. If funds are not spent or obligated by that date, OHA may reduce the amount of this Grant Agreement through formal amendment process as described in Exhibit B, Section 19, "Amendments; Waiver; Consent." On or after April 15, 2017, OHA may initiate this amendment process by sending a Notice of Reallocation advising Recipient of the reduced grant amount. No expenses incurred after the date of the notice will be considered for reimbursement, regardless of the date that the formal amendment is executed.
4. Submit the final Reimbursement Request and copies of actual receipts to OHA no later than July 31, 2017, unless extended in writing by OHA. All expenditures must be completed by June 30, 2017.

## EXHIBIT A

### Part 2

#### Payment and Financial Reporting

##### 1. Disbursement of Grant Funds.

- a. **Disbursement Generally.** Subject to Section 1.b, OHA will disburse grant funds to Recipient upon OHA's approval of a completed Reimbursement Request. The Request shall include details of all planning, training, and exercises along with copies of original receipts for travel, supplies, and equipment. The Reimbursement Request must be received by OHA within 90 days following the actual expenditures, unless extended in writing by OHA. All expenses shall be incurred in the most cost effective manner resulting in the best value for the state. All costs are included in, and not in addition to, the total amount of this Grant Agreement.
- b. **Travel and Related Costs.** OHA will reimburse Recipient for travel and related costs such as meals and accommodations, and any other costs that provide direct benefit to the Program as described in Exhibit A, Part 1. Costs will be reimbursed at state rates in effect at the time the expenses are incurred and only when meeting the requirements of 45 CFR Part 75, as applicable.
- c. **Conditions Precedent to Disbursement.** OHA's obligation to disburse any grant funds to Recipient under this Agreement is subject to satisfaction of each of the following conditions precedent:
  - (1) OHA has received sufficient funding, appropriations, and other expenditure authorizations to allow OHA, in the exercise of its reasonable administrative discretion, to make the disbursement. Nothing in this Agreement is to be construed as permitting any violation of Article XI, Section 7 of the Oregon Constitution or any other law regulating liabilities or monetary obligations of the State of Oregon;
  - (2) No default as described in Exhibit B, Section 8, "Default; Remedies; Termination," has occurred; and
  - (3) OHA has received from Recipient a Reimbursement Request acceptable to OHA and further described in Section 1.a. above.

2. **Expenditure of Grant Funds.** Recipient may expend the grant funds solely to cover costs necessarily incurred by Recipient in performing the activities of this Grant Agreement and subject to any restrictions imposed by other provisions of this Agreement or by applicable law.

3. Recipient may expend grant funds only for allowable costs. "Allowable Costs" are expenditures made in accordance with the line-item budget approved by OHA and shown in the attached Exhibit A, Part 3, Budget **Final Report**. Recipient must submit a final report to OHA no later than September 30, 2017. This report shall include the following elements (template will be provided by OHA):

- a. List of each objective or outcome in the original proposal, plus a short explanation of how this objective was or was not met.
- b. Final accounting of how funds were spent.
- c. In addition, Recipient must report activities through the regular reporting mechanism on the Medical Reserve Corps website, or if the website is unavailable, on the Excel template provided by the Department of Health and Human Services' Regional MRC Coordinator.

**EXHIBIT A**

**Part 3**

**Budget**

**Budget Template Part 1 of 2**

	<b>Proposed</b>		<b>Actual</b>	<b>Total</b>
<b>PERSONNEL</b>			<b>Subtotal</b>	<b>\$0.00</b>
	Annual Salary	% FTE		
<i>Shelley Wight</i>	\$0	0.00%		\$0
Brief description of activities:				
<i>Cover travel costs to cover Eastern Oregon Region MRC to attend meetings and build relations with Health Care Systems/Membership/LEPC/PHEP/HPP</i>	\$0	0.00%		\$0
<b>Fringe Benefits @ ( )%</b> of describe rate or method				\$0
<b>TRAVEL</b>				<b>\$0</b>
<b>Total In-State Travel:</b> (describe travel to include meals, registration, lodging and mileage) see above	\$500.00			\$0
<b>Travel to both the Northern and Southern region of Eastern Or.</b>				
<b>Out-of-State Travel:</b> (describe travel to include location, mode of transportation with cost, meals, registration, lodging and incidentals along with number of travelers)	\$0			\$0
<b>CAPITAL EQUIPMENT (individual items that cost \$5,000 or more)</b>				<b>\$0</b>
				\$0
				\$0
<b>SUPPLIES, MATERIALS and SERVICES (office, printing, phones, IT support, etc.)</b>				<b>\$0</b>
<b>Respirator FIT test kits and PPE (gowns,gloves,ect.)</b>	\$1,000.00			\$0
	\$0			\$0
	\$0			\$0
<b>CONTRACTUAL (list each Contract separately and provide a brief description)</b>				<b>\$0</b>
				\$0
				\$0
<b>OTHER</b>				<b>\$0</b>
	\$0			\$0
	\$0			\$0
	\$0			\$0
<b>TOTAL DIRECT CHARGES</b>				<b>\$0</b>
<b>TOTAL INDIRECT CHARGES @ ___% of Direct Expenses:</b>	\$0			\$0
<b>TOTAL BUDGET:</b>				<b>\$1,500.00</b>

12/7/2016 Shelley Wight 541-676-5421

**Medical Reserve Corps  
Mini Grants**

**Project Description Part 1 of 2**

<b>MRC Unit</b>	2573
<b>MRC Housing Organization</b>	<b>Morrow County Health Department</b>
<b>Unit Coordinator Name</b>	Shelley Wight
<b>Unit Coordinator Phone Number</b>	541-429-0676
<b>Unit Coordinator Email</b>	swight@co.morrow.or.us
<b>Contact Person, if different</b>	
<b>Title of Project</b>	Eastern Oregon Regional Collaboration
<b>Amount Requested</b>	\$1,500.00
<b>Is this a joint application with another MRC unit? If so, which unit?</b>	no
<b>Will you request that the state manage your funds?</b>	no
<b>Briefly describe the project, stating its goals, activities, and desired outcome. If you are requesting funds to purchase supplies, please state how they will be used and what goal they will serve.</b>	Project: Provide Respirator FIT testing and PPE training to MRC Volunteers throughout E.O. Region. Also offer the County Health Department's and medical communities FIT testing and just in time training to test others in the event of an emergency/disaster.

## Project Timeline Worksheet Part 1 of 2

<b>Mid-December 2016</b>	Recipients notified of awards
<b>February 15, 2017</b>	Status report due to OHA
<b>April 15, 2017</b>	Status report due to OHA; expectation that all funds will be obligated or expended by this date
<b>June 30, 2017</b>	All funds must be expended by this date
<b>July 31, 2017</b>	Last day to submit expenses for reimbursement to OHA

<b>Date</b>	<b>Proposed Activity or Status</b>
<b>Jan 2017-Feb2017</b>	1. Purchase the Respirator FIT test kits.
<b>Mar-April 2017</b>	1. Start fit testing and PPE training throughout North parts of Eastern Oregon region for MRC Volunteers. Also offering to Medical Communities and County Health Dept.'s
<b>May 2017-June 2017</b>	1. Start fit testing and PPE training throughout Southern parts of Eastern Oregon region for MRC Volunteers. Also offering to Medical Communities and County Health Dept.'s

**Budget Template Part 2 of 2**

	<b>Proposed</b>		<b>Actual</b>	<b>Total</b>
<b>PERSONNEL</b>			Subtotal	<b>\$0.00</b>
	Annual Salary	% FTE		
<i>Shelley Wight</i>	\$0	0.00%		\$0
Brief description of activities:				
<i>Cover travel costs to cover Eastern Oregon Region MRC to attend meetings and build relations with Health Care Systems/Membership/LEPC/PHEP/HPP</i>	\$0	0.00%		\$0
<b>Fringe Benefits @ ( )%</b> of describe rate or method				\$0
<b>TRAVEL</b>				<b>\$0</b>
<b>Total In-State Travel:</b> (describe travel to include meals, registration, lodging and mileage) see above	\$4,650.12			\$0
<b>Total Mileage- 4,342x.54=\$2,344.68</b>				
<b>Total meals- 24x\$59=\$835.44</b>				
<b>Total Hotel- 14x\$105=\$1,470</b>				
<b>Out-of-State Travel:</b> (describe travel to include location, mode of transportation with cost, meals, registration, lodging and incidentals along with number of travelers)	\$0			\$0
<b>CAPITAL EQUIPMENT (individual items that cost \$5,000 or more)</b>				<b>\$0</b>
				\$0
				\$0
<b>SUPPLIES, MATERIALS and SERVICES (office, printing, phones, IT support, etc.)</b>				<b>\$0</b>
<b>Printer/Paper, IT support, phone</b>	\$350			\$0
	\$0			\$0
	\$0			\$0
<b>CONTRACTUAL (list each Contract separately and provide a brief description)</b>				<b>\$0</b>
				\$0
				\$0
<b>OTHER</b>				<b>\$0</b>
	\$0			\$0
	\$0			\$0
	\$0			\$0
<b>TOTAL DIRECT CHARGES</b>				<b>\$0</b>
TOTAL INDIRECT CHARGES @ ___ % of Direct Expenses:	\$0			\$0
<b>TOTAL BUDGET:</b>				<b>\$5000.12</b>

12/7/2016 Shelley Wight 541-676-5421

## Project Description Part 2 of 2

<b>MRC Unit</b>	2573
<b>MRC Housing Organization</b>	<b>Morrow County Health Department</b>
<b>Unit Coordinator Name</b>	Shelley Wight
<b>Unit Coordinator Phone Number</b>	541-429-0676
<b>Unit Coordinator Email</b>	swight@co.morrow.or.us
<b>Contact Person, if different</b>	
<b>Title of Project</b>	Eastern Oregon Regional Collaboration
<b>Amount Requested</b>	\$5,000.00
<b>Is this a joint application with another MRC unit? If so, which unit?</b>	no
<b>Will you request that the state manage your funds?</b>	no
<b>Briefly describe the project, stating its goals, activities, and desired outcome. If you are requesting funds to purchase supplies, please state how they will be used and what goal they will serve.</b>	<p>Project: Travel to all the hospitals and clinics in the Eastern Oregon MRC Regional area to build relations with them and their partners. Goal/Activities/Outcomes: Double the numbers of volunteers in EO MRC, we currently have 16 members. Assess training needs that would benefit our MRC. I believe that by building relations with the hospitals/clinic's it will help in the event of an emergency/disaster. Outreach such as informational flyers of events, trainings and/or activities that are available throughout the region. Work closely with the PHEP/HPP Coordinator's in the region assessing the risk and needs for local communities Plan coordinated training exercises.</p>



## Project Timeline Worksheet Part 2 of 2

<b>Mid-December 2016</b>	Recipients notified of awards
<b>February 15, 2017</b>	Status report due to OHA
<b>April 15, 2017</b>	Status report due to OHA; expectation that all funds will be obligated or expended by this date
<b>June 30, 2017</b>	All funds must be expended by this date
<b>July 31, 2017</b>	Last day to submit expenses for reimbursement to OHA

<b>Date</b>	<b>Proposed Activity or Status</b>
<b>Jan 2017-Feb2017</b>	Develop a newsletter for MRC Volunteers; get pocket guides to be distributed. <ol style="list-style-type: none"><li>2. Attend quarterly PHEP/HPP meeting/La Grande, Or.</li><li>3. Attend LEPC meetings/Hermiston, Or., Pendleton, Or.</li></ol>
<b>Mar-April 2017</b>	<ol style="list-style-type: none"><li>1. Visit hospitals and clinics to start developing training needs</li><li>2. Build our MRC membership</li><li>3. Handout Newsletter/Pocket Guide</li><li>4. Meet with County PHEP/HPP coordinators</li><li>5. Attend quarterly PHEP/HPP meeting/La Grande, Or.</li><li>6. Attend LEPC meetings/Hermiston, Or., Pendleton, Or.</li></ol> Travel to: Gilliam County (236 miles/2 days, meals \$59) Morrow County (110 miles, meals \$59) Umatilla County (572 miles/4 day trips, meals x 2days \$59) Union County (524 miles,x2 trips, meals \$59 x3days, Hotel \$105 x 2 days)
<b>May 2017-June 2017</b>	<ol style="list-style-type: none"><li>1. Visit hospitals and clinics to start developing training needs</li><li>2. Build our MRC membership</li><li>3. Handout Newsletter/Pocket Guide</li><li>4. Meet with County PHEP/HPP coordinators</li><li>5. Attend quarterly PHEP/HPP meeting/La Grande, Or.</li><li>6. Attend LEPC meetings/Hermiston, Or., Pendleton, Or.</li></ol> Travel to: Wallow County (736 miles,x2 trips, meals \$59 x3days, Hotel \$105 x3days) Baker County (660 miles, x2 trips, meals \$59 x3days, Hotel \$105 x3days) Grant County (560 miles, 2 trips, meals \$59 x 3days, Hotel \$105 x 3days) Malheur County (944 miles, 2 trips, meals x 3days, Hotel \$105 x3days)

## EXHIBIT A

### Part 4

#### Special Terms and Conditions

This Agreement is funded through a federal grant which contains additional federal requirements that must be met by Recipient. Notwithstanding Exhibit D, Federal Terms and Conditions, the Recipient must also comply with the following regulations to the extent that they are applicable to this Agreement, to Recipient, to the grant activities, or to any combination of the foregoing. For purposes of this Agreement, all references to federal and state laws are references to federal and state laws as they may be amended from time to time.

#### 1. Funding Restrictions and Limitations:

- a. Recipients cannot use funds for fund raising activities or lobbying.
- b. Recipients cannot use funds for research.
- c. Recipients cannot use funds for major construction or major renovations.
- d. Recipients cannot use funds for clinical care.
- e. Recipients cannot use funds to acquire real property such as land, land improvements, structures, and appurtenances thereto. In addition, activities under individual grants that constitute major renovation of real property or purchase of a trailer or modular unit that will be used as real property may be charged to HHS grants only with specific statutory authority and GMO approval.
- f. Recipients cannot use funds for reimbursement of pre-award costs.
- g. Recipients may supplement but not supplant existing state or federal funds for activities described in the budget.
- h. The direct and primary recipient in a cooperative agreement program must perform a substantial role in carrying out project objectives and not merely serve as a conduit for an award to another party or provider who is ineligible.
- i. Payment or reimbursement of backfilling cost for staff, including healthcare personnel for exercises, is not allowed.

#### 2. Cost Limitations as Stated in the Consolidated and Further Continuing Appropriations Act, 2015:

- a. **Cap on Salaries** (Div. G, Title II, Sec. 203): None of the funds appropriated under this Agreement shall be used to pay the salary of an individual, through a grant or other extramural mechanism, at a rate in excess of Executive Level II.  
**Note:** The salary rate limitation does not restrict the salary that Recipient may pay an individual working under an HHS contract or order; it merely limits the portion of that salary that may be paid with Federal funds.
- b. **Gun Control Prohibition** (Div. G, Title II, Sec. 217): None of the funds made available in this Agreement may be used, in whole or in part, to advocate or promote gun control.
- c. **Needle Exchange** (Div. G, Title V, Sec. 521): Notwithstanding any other provision of this Agreement, no funds appropriated in this Agreement shall be used to carry out any program of distributing sterile needles or syringes for the hypodermic injection of any illegal drug.
- d. **Blocking access to pornography** (Div. G, Title V, Sec. 526): (a) None of the funds made available in this Agreement may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography; (b) Nothing in subsection (a) shall limit the use of funds necessary for any Federal, State, tribal, or local law

enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.

- e. **Rent or Space Costs:** Grantees are responsible for ensuring that all costs included in this Agreement to establish billing or final indirect cost rates are allowable in accordance with the requirements of the Federal award(s) to which they apply, including 45 CFR Part 75, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards. The grantee also has a responsibility to ensure sub-recipients expend funds in compliance with applicable federal laws and regulations. Furthermore, it is the responsibility of the grantee to ensure rent is a legitimate direct cost line item, which the grantee has supported in current and/or prior projects and these same costs have been treated as indirect costs that have not been claimed as direct costs. If rent is claimed as direct cost, the grantee must provide a narrative justification, which describes their prescribed policy to include the effective date to the assigned Grants Management Specialist (GMS) identified in the CDC Contacts for this award. This provision includes express terms and conditions of the award and any violation of it shall be grounds for unilateral termination of the award by (HHS OPDIV) prior to the end of its term.
- f. **Trafficking In Persons:** This Agreement is subject to the requirements of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. Part 7104(g)).

- 3. **Inventions:** Recipient shall comply with the standard patent rights clause in 37 CFR Part 401.14.
- 4. **Logo Use for Conference and Other Materials:** Neither the Department of Health and Human Services (HHS) nor the CDC logo may be displayed if such display would cause confusion as to the funding source or give false appearance of Government endorsement. Use of the HHS name or logo is governed by U.S.C. Part 1320b-10, which prohibits misuse of the HHS name and emblem in written communication. A non-federal entity is unauthorized to use the HHS name or logo governed by U.S.C. Part 1320b-10. The appropriate use of the HHS logo is subject to review and approval of the HHS Office of the Assistant Secretary for Public Affairs (OASPA). Moreover, the HHS Office of the Inspector General has authority to impose civil monetary penalties for violations (42 CFR Part 1003). Accordingly, neither the HHS nor the CDC logo can be used by the grantee without the express, written consent of either the CDC Project Officer or the CDC Grants Management Officer. It is the responsibility of the grantee to request consent for use of the logo in sufficient detail to ensure a complete depiction and disclosure of all uses of the Government logos. In all cases for utilization of Government logos, the grantee must ensure written consent is received from the Project Officer and/or the Grants Management Officer.
- 5. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** Recipient is hereby given notice and shall comply, and ensure the notification and compliance by subcontractors or subrecipients with 48 CFR section 3.908, implementing section 828, entitled "Pilot Program for Enhancement of Contractor Employee Whistleblower Protections," of the National Defense Authorization Act (NDAA) for Fiscal Year (FY) 2013 (Pub. L. 112-239, enacted January 2, 2013), applies to this award.
- 6. **Equipment and Products:**
  - a. To the greatest extent practicable, all equipment and products purchased under this Agreement should be American-made.
  - b. No purchases for capital equipment over \$5,000 shall be authorized under this Agreement.
  - c. It is possible that the State of Oregon under ORS 433.441, during a Governor's declared disaster, state or local public health emergency, may take action under ORS 433.443 or ORS 431.264 and request relocation of any and all equipment and supplies purchased with these grant funds, so that it may be used to facilitate any immediate needs. Recipient agrees to make equipment

available within 4 hours of any request. If Governor has not declared a disaster, the Public Health Director, with approval of the Governor, may take action authorized in ORS 431.264.

7. **Reducing Text Messaging While Driving:** In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, dated October 1, 2009, Recipient is encouraged “to adopt and enforce policies that ban text messaging while driving company-owned or -rented vehicles or GOV, or while driving POV when on official Government business or when performing any work for or on behalf of the Government.”

## **EXHIBIT B**

### **Standard Terms and Conditions**

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

This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between OHA or any other agency or department of the State of Oregon, or both, and Recipient that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this Section be construed as a waiver by the State of Oregon of the jurisdiction of any court or of any form of defense to or immunity from any Claim, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise. Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum. This Section shall survive expiration or termination of this Agreement.

**2. Compliance with Law.**

Recipient shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to this Agreement or to the implementation of the project. 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. This Section shall survive expiration or termination of this Agreement.

**3. Independent Parties.**

The parties agree and acknowledge that their relationship is that of independent parties and that Recipient is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265 or otherwise.

**4. Grant Funds; Payments.**

- a. Recipient is not entitled to compensation under this Agreement by any other agency or department of the State of Oregon. Recipient understands and agrees that OHA's participation in this Agreement is contingent on OHA receiving appropriations, limitations, allotments or other expenditure authority sufficient to allow OHA, in the exercise of its reasonable administrative discretion, to participate in this Agreement.
- b. Disbursement Method. Disbursements under this Agreement will be made by Electronic Funds Transfer (EFT) and shall be processed in accordance with the provisions of OAR 407-120-0100 through 407-120-0380 or OAR 410-120-1260 through OAR 410-120-1460, as applicable, and any other OHA Oregon Administrative Rules that are program-specific to the billings and payments. Upon request, Recipient must provide its taxpayer identification number (TIN) and other necessary banking information to receive EFT payment. Recipient must maintain at its own expense a single financial institution or authorized payment agent capable of receiving and processing EFT using the Automated Clearing House (ACH) transfer method. The most current designation and EFT information will be used for all disbursements under this Agreement. Recipient must provide this designation and information on a form provided by OHA. In the

event that EFT information changes or the Recipient elects to designate a different financial institution for the receipt of any payment made using EFT procedures, Recipient will provide the changed information or designation to OHA on a OHA-approved form.

**5. Recovery of Overpayments.**

Any funds disbursed to Recipient under this Agreement that are expended in violation or contravention of one or more of the provisions of this Agreement “Misexpended Funds” or that remain unexpended on the earlier of termination or expiration of this Agreement must be returned to OHA. Recipient shall return all Misexpended Funds to OHA promptly after OHA’s written demand and no later than 15 days after OHA’s written demand. Recipient shall return all Unexpended Funds to OHA within 14 days after the earlier of termination or expiration of this Agreement. OHA, in its sole discretion, may recover Misexpended or Unexpended Funds by withholding from payments due to Recipient such amounts, over such periods of time, as are necessary to recover the amount of the overpayment. Prior to withholding, if Recipient objects to the withholding or the amount proposed to be withheld, Recipient shall notify OHA that it wishes to engage in dispute resolution in accordance with Section 13 of this Exhibit.

**6. Reserved.**

**7. Contribution.**

If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 (“Third Party Claim”) against a liability, the Notified Party must promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Either party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this paragraph and meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party’s liability with respect to the Third Party Claim.

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

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

This Section shall survive expiration or termination of this Agreement.

**8. Indemnification by Subcontractors.**

Recipient shall take all reasonable steps to require its contractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents (“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 Recipient’s contractor or any of the officers, agents, employees or subcontractors of the contractor (“Claims”). It is the specific intention of the parties that the 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. This Section shall survive expiration or termination of this Agreement.

**9. Default; Remedies; Termination.**

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

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

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

- (1) termination of this Agreement under Section 9.c.(2);

- (2) withholding all or part of monies not yet disbursed by OHA to Recipient;
- (3) initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief; or
- (4) exercise of its right of recovery of overpayments under Section 5. of this Exhibit B.

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

**c. Termination.**

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

**10. Insurance.**

All employers, including Recipient, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Recipient shall require subcontractors to maintain insurance as set forth in Exhibit C, which is attached hereto.



**11. Records Maintenance, Access.**

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

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

**12. Information Privacy/Security/Access.**

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

**13. Assignment of Agreement, Successors in Interest.**

- a. Recipient shall not assign or transfer its interest in this Agreement without prior written consent of OHA. Any such assignment or transfer, if approved, is subject to such conditions and provisions required by OHA. No approval by OHA of any assignment or transfer of interest shall be deemed to create any obligation of OHA in addition to those set forth in this Agreement.
- b. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties, their respective successors, and permitted assigns.

**14. Resolution of Disputes.**

The parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation. This Section shall survive expiration or termination of this Agreement.

**15. Subcontracts.**

Recipient shall not enter into any subcontracts for any part of the program supported by this Agreement without OHA's prior written consent. In addition to any other provisions OHA may require, Recipient shall include in any permitted subcontract under this Agreement provisions to ensure that OHA will receive the benefit of subcontractor activity(ies) as if the subcontractor were the Recipient with respect to Sections 1, 2, 3, 6, 7, 8, 10, 11, 12, 13, 15, 16, and 17 of this Exhibit B. OHA's consent to any subcontract shall not relieve Recipient of any of its duties or obligations under this Agreement.

**16. No Third Party Beneficiaries.**

OHA and Recipient are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons any greater than the rights and benefits enjoyed by the general public unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement. This Section shall survive expiration or termination of this Agreement.

**17. Severability.**

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

**18. Notice.**

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

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

This Section shall survive expiration or termination of this Agreement.

**19. Headings.**

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

**20. Amendments; Waiver; Consent.**

OHA may amend this Agreement to the extent provided herein, the solicitation document, if any from which this Agreement arose, and to the extent permitted by applicable statutes and administrative rules. No amendment, waiver, or other consent under this Agreement shall bind either party unless it is in writing and signed by both parties and when required, the Department of Justice. Such amendment, waiver, or consent shall be effective only in the specific instance and for the specific purpose given. The failure of either party to enforce any provision of this Agreement shall not constitute a waiver by that party of that or any other provision. This Section shall survive the expiration or termination of this Agreement.

**21. Merger Clause.**

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

**22. Limitation of Liabilities.**

NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT. NEITHER PARTY SHALL BE LIABLE FOR ANY DAMAGES OF ANY SORT ARISING SOLELY FROM THE TERMINATION OF THIS AGREEMENT OR ANY PART HEREOF IN ACCORDANCE WITH ITS TERMS.

## EXHIBIT C

### Insurance Requirements

**General Requirements.** Recipient shall require its first tier contractor(s) that are not units of local government as defined in ORS 190.003, if any, to: i) obtain insurance as specified in this Exhibit C and meeting all the requirements under this Exhibit C before the contractors perform under contracts between Recipient and the contractors (the "Subcontracts"), and ii) maintain the insurance in full force throughout the duration of the Subcontracts. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to OHA. Recipient shall not authorize contractors to begin work under the Subcontracts until the insurance is in full force. Thereafter, Recipient shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. Recipient shall incorporate appropriate provisions in the Subcontracts permitting it to enforce contractor compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. Examples of "reasonable steps" include issuing stop work orders (or the equivalent) until the insurance is in full force or terminating the Subcontracts as permitted by the Subcontracts, or pursuing legal action to enforce the insurance requirements. In no event shall Recipient permit a contractor to work under a Subcontract when the Recipient is aware that the contractor is not in compliance with the insurance requirements. As used in this section, a "first tier" contractor is a contractor with whom the Recipient directly enters into a contract. It does not include a subcontractor with whom the contractor enters into a contract.

1. **Workers' Compensation.** Insurance 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.
3. **Commercial General Liability:**  
 Required by OHA  Not required by OHA.
4. **Automobile Liability:**  
 Required by OHA  Not required by OHA.
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 contractor's activities to be performed under the Subcontract. Coverage must be primary and non-contributory with any other insurance and self-insurance.
6. **"Tail" Coverage.** If any of the required insurance policies is on a "claims made" basis, such as professional liability insurance, the 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 OHA may grant approval of the maximum "tail" coverage period reasonably available in the marketplace. If OHA approval is granted, the contractor shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.

7. **Notice of Cancellation or Change.** The 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).
8. **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.

## EXHIBIT D

### Required Federal Terms and Conditions

**General Applicability and Compliance.** Unless exempt under 45 Part 87 for Faith-Based Organizations (Federal Register, July 16, 2004, Volume 69, #136), or other federal provisions, Recipient shall comply and, as indicated, require all subcontractors to comply with the following federal requirements to the extent that they are applicable to this Agreement, to Recipient, or to the grant activities, or to any combination of the foregoing. For purposes of this Agreement, all references to federal and state laws are references to federal and state laws as they may be amended from time to time.

#### 1. Miscellaneous Federal Provisions.

Recipient shall comply and require all subcontractors to comply with all federal laws, regulations, and executive orders applicable to the Agreement or to the delivery of grant activities. Without limiting the generality of the foregoing, Recipient expressly agrees to comply and require all subcontractors to comply with the following laws, regulations and executive orders to the extent they are applicable to the Agreement: (a) Title VI and VII of the Civil Rights Act of 1964, as amended, (b) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, (c) the Americans with Disabilities Act of 1990, as amended, (d) Executive Order 11246, as amended, (e) the Health Insurance Portability and Accountability Act of 1996, as amended, (f) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended, (g) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, (h) all regulations and administrative rules established pursuant to the foregoing laws, (i) all other applicable requirements of federal civil rights and rehabilitation statutes, rules and regulations, and (j) all federal laws requiring reporting of OHA Client abuse. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated. No federal funds may be used to provide grant activities in violation of 42 U.S.C. 14402.

#### 2. Equal Employment Opportunity.

If this Agreement, including amendments, is for more than \$10,000, then Recipient shall comply and require all subcontractors to comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60).

#### 3. Clean Air, Clean Water, EPA Regulations.

If this Agreement, including amendments, exceeds \$100,000 then Recipient shall comply and require all subcontractors to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 7606), the Federal Water Pollution Control Act as amended (commonly known as the Clean Water Act) (33 U.S.C. 1251 to 1387), specifically including, but not limited to Section 508 (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (2 CFR Part 1532), which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to OHA, United States Department of Health and Human Services and the appropriate Regional Office of the Environmental Protection Agency. Recipient shall include and require all subcontractors to include in all contracts with subcontractors receiving more than \$100,000, language requiring the subcontractor to comply with the federal laws identified in this Section.

#### 4. Energy Efficiency.

Recipient shall comply and require all subcontractors to comply with applicable mandatory standards and policies relating to energy efficiency that are contained in the Oregon energy conservation plan issued in compliance with the Energy Policy and Conservation Act 42 U.S.C. 6201 et. seq. (Pub. L. 94-163).

- 5. Truth in Lobbying.** By signing this Agreement, the Recipient certifies, to the best of the Recipient's knowledge and belief that:
- a.** No federal appropriated funds have been paid or will be paid, by or on behalf of Recipient, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.
  - b.** If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the Recipient shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
  - c.** The Recipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients and subcontractors shall certify and disclose accordingly.
  - d.** This certification is a material representation of fact upon which reliance was placed when this Agreement was made or entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
  - e.** No part of any federal funds paid to Recipient under this Agreement shall be used other than for normal and recognized executive legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the United States Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government itself.
  - f.** No part of any federal funds paid to Recipient under this Agreement shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the United States Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.
  - g.** The prohibitions in subsections (e) and (f) of this Section shall include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.
  - h.** No part of any federal funds paid to Recipient under this Agreement may be used for any activity that promotes the legalization of any drug or other substance included in schedule I of the schedules of controlled substances established under section 202 of the Controlled Substances Act except for normal and recognized executive congressional communications. This limitation

shall not apply when there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance of that federally sponsored clinical trials are being conducted to determine therapeutic advantage.

**6. Resource Conservation and Recovery.**

Recipient shall comply and require all subcontractors to comply with all mandatory standards and policies that relate to resource conservation and recovery pursuant to the Resource Conservation and Recovery Act (codified at 42 U.S.C. 6901 et. seq.). Section 6002 of that Act (codified at 42 U.S.C. 6962) requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by the Environmental Protection Agency. Current guidelines are set forth in 40 CFR Part 247.

**7. Audits.**

- a. Recipient shall comply, and require all subcontractors to comply, with applicable audit requirements and responsibilities set forth in this Agreement and applicable state or federal law.
- b. If Recipient expends \$500,000 or more in Federal funds (from all sources) in its fiscal year beginning prior to December 26, 2014, Recipient shall have a single organization-wide audit conducted in accordance with the Single Audit Act. If Recipient expends \$750,000 or more in federal funds (from all sources) in a fiscal year beginning on or after December 26, 2014, Recipient shall have a single organization-wide audit conducted in accordance with the provisions of 2 CFR Subtitle B with guidance at 2 CFR Part 200. Copies of all audits must be submitted to OHA within 30 days of completion. If Recipient expends less than \$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, Recipient is exempt from Federal audit requirements for that year. Records must be available as provided in Exhibit B, "Records Maintenance Access".

**8. Debarment and Suspension.**

Recipient shall not permit any person or entity to be a subcontractor if the person or entity is listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal Procurement or Nonprocurement Programs" in accordance with Executive Orders No. 12549 and No. 12689, "Debarment and Suspension" (See 2 CFR Part 180). This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory authority other than Executive Order No. 12549. Subcontractors with awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award.

**9. Drug-Free Workplace.**

Recipient shall comply and require all subcontractors to comply with the following provisions to maintain a drug-free workplace: (i) Recipient certifies that it will provide a drug-free workplace by publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, except as may be present in lawfully prescribed or over-the-counter medications, is prohibited in Recipient's workplace or while providing services to OHA Clients. Recipient's notice shall specify the actions that will be taken by Recipient against its employees for violation of such prohibitions; (ii) Establish a drug-free awareness program to inform its employees about: The dangers of drug abuse in the workplace, Recipient's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations; (iii) Provide each employee to be engaged in the performance of services under this Agreement a copy of the statement mentioned in paragraph (i) above; (iv) Notify each employee in the statement required by paragraph (i) above that, as a condition of employment to provide services under this Agreement, the employee will: abide by the



terms of the statement, and notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction; (v) Notify OHA within ten (10) days after receiving notice under subparagraph (iv) above from an employee or otherwise receiving actual notice of such conviction; (vi) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted as required by 41 U.S.C. 8104; (vii) Make a good-faith effort to continue a drug-free workplace through implementation of subparagraphs (i) through (vi) above; (viii) Require any subcontractor to comply with subparagraphs (i) through (vii) above; (ix) Neither Recipient, or any of Recipient's employees, officers, agents or subcontractors may provide any service required under this Agreement while under the influence of drugs. For purposes of this provision, "under the influence" means: observed abnormal behavior or impairments in mental or physical performance leading a reasonable person to believe the Recipient or Recipient's employee, officer, agent or subcontractor has used a controlled substance, prescription or non-prescription medication that impairs the Recipient or Recipient's employee, officer, agent or subcontractor's performance of essential job function or creates a direct threat to OHA Clients or others. Examples of abnormal behavior include, but are not limited to: hallucinations, paranoia or violent outbursts. Examples of impairments in physical or mental performance include, but are not limited to: slurred speech, difficulty walking or performing job activities; and (x) Violation of any provision of this subsection may result in termination of this Agreement.

**10. Pro-Children Act.**

Recipient shall comply and require all subcontractors to comply with the Pro-Children Act of 1994 (codified at 20 U.S.C. 6081 et. seq.).

**11. Medicaid Services.**

Recipient shall comply with all applicable federal and state laws and regulation pertaining to the provision of Medicaid Services under the Medicaid Act, Title XIX, 42 U.S.C. 1396 et. seq., including without limitation:

- a. Keep such records as are necessary to fully disclose the extent of the services provided to individuals receiving Medicaid assistance and shall furnish such information to any state or federal agency responsible for administering the Medicaid program regarding any payments claimed by such person or institution for providing Medicaid Services as the state or federal agency may from time to time request. 42 U.S.C. 1396a (a)(27); 42 CFR Part 431.107(b)(1) & (2).
- b. Comply with all disclosure requirements of 42 CFR Part 1002.3(a) and 42 CFR Part 455 Subpart (B).
- c. Maintain written notices and procedures respecting advance directives in compliance with 42 U.S.C. 1396(a)(57) and (w), 42 CFR Part 431.107(b)(4), and 42 CFR Part 489 Subpart I.
- d. Certify when submitting any claim for the provision of Medicaid Services that the information submitted is true, accurate and complete. Recipient shall acknowledge Recipient's understanding that payment of the claim will be from federal and state funds and that any falsification or concealment of a material fact may be prosecuted under federal and state laws.
- e. Entities receiving \$5 million or more annually (under this Agreement and any other Medicaid contract) for furnishing Medicaid health care items or services shall, as a condition of receiving such payments, adopt written fraud, waste and abuse policies and procedures and inform employees, contractors and agents about the policies and procedures in compliance with Section 6032 of the Deficit Reduction Act of 2005, 42 U.S.C. 1396a(a)(68).

**12. Agency-based Voter Registration.**

If applicable, Recipient shall comply with the Agency-based Voter Registration sections of the National Voter Registration Act of 1993 that require voter registration opportunities be offered where an individual may apply for or receive an application for public assistance.

**13. Disclosure.**

- a. 42 CFR Part 455.104 requires the State Medicaid agency to obtain the following information from any provider of Medicaid or CHIP services, including fiscal agents of providers and managed care entities: (1) the name and address (including the primary business address, every business location and P.O. Box address) of any person (individual or corporation) with an ownership or control interest in the provider, fiscal agent or managed care entity; (2) in the case of an individual, the date of birth and Social Security Number, or, in the case of a corporation, the tax identification number of the entity, with an ownership interest in the provider, fiscal agent or managed care entity or of any subcontractor in which the provider, fiscal agent or managed care entity has a 5% or more interest; (3) whether the person (individual or corporation) with an ownership or control interest in the provider, fiscal agent or managed care entity is related to another person with ownership or control interest in the provider, fiscal agent or managed care entity as a spouse, parent, child or sibling, or whether the person (individual or corporation) with an ownership or control interest in any subcontractor in which the provider, fiscal agent or managed care entity has a 5% or more interest is related to another person with ownership or control interest in the provider, fiscal agent or managed care entity as a spouse, parent, child or sibling; (4) the name of any other provider, fiscal agent or managed care entity in which an owner of the provider, fiscal agent or managed care entity has an ownership or control interest; and, (5) the name, address, date of birth and Social Security Number of any managing employee of the provider, fiscal agent or managed care entity.
- b. 42 CFR Part 455.434 requires as a condition of enrollment as a Medicaid or CHIP provider, to consent to criminal background checks, including fingerprinting when required to do so under state law, or by the category of the provider based on risk of fraud, waste and abuse under federal law.
- c. As such, a provider must disclose any person with a 5% or greater direct or indirect ownership interest in the provider whom has been convicted of a criminal offense related to that person's involvement with the Medicare, Medicaid, or Title XXI program in the last 10 years.
- d. Recipient shall make the disclosures required by this Section to OHA. OHA reserves the right to take such action required by law, or where OHA has discretion, it deems appropriate, based on the information received (or the failure to receive information) from the provider, fiscal agent or managed care entity.

**14. Federal Intellectual Property Rights Notice.**

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

- a. The federal funding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work, and to authorize others to do so, for Federal Government purposes with respect to:

- (1) The copyright in any work developed under a grant, subgrant or contract under a grant or subgrant; and
  - (2) Any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support.
- b.** The parties are subject to applicable federal regulations governing patents and inventions, including government-wide regulations issued by the Department of Commerce at 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements.”
  - c.** The parties are subject to applicable requirements and regulations of the federal funding agency regarding rights in data first produced under a grant, subgrant or contract under a grant or subgrant.

**EXHIBIT F**

**Information Required by 2 CFR Subtitle B with guidance at 2 CFR Part 200**

1. Federal Award Identification: **5 NU90TP000544-05-00**
2. Recipient Name: **State of Oregon Department of Human Services**
3. Recipient's Unique Entity Identifier (i.e. DUNS number): **878144021**
4. Federal Award Identification Number (FAIN): **5 NU90TP000544-05-00**
5. Federal Award Date: **June 23, 2016**
6. Period of Performance Start and End Date: From: **July 1, 2016** To: **June 30, 2017.**
7. Amount of Federal Award: **\$7,510,978.00**
  - a. Federal Award Project Description: **Public Health Emergency Preparedness**
  - b. Name of Federal Awarding Agency: **Centers for Disease Control and Prevention**
  - c. Contact Information for Awarding Official:  
**Shicann Phillips, Grants Management Officer**  
**1825 Century Center Blvd. MS E-85**  
**Atlanta, GA 30345**  
**Email: [IBQ7@cdc.gov](mailto:IBQ7@cdc.gov) Phone: 404.498.3013**
  - d. Indirect Cost Rate: **17.45%**  
CFDA Number and Name: **-93.889-National Bioterrorism Hospital Preparedness Program**  
Amount: **\$7,510,978.00**
8. Total Amount of Federal Funds Obligated to Recipient: **\$6,500.12.**
9. Is Award Research and Development?  Yes  No



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

Item #  
 6e

**This document must be completed for each agenda item submitted for consideration by the Board of Commissioners.**

Staff Contact: Sheree Smith Phone Number (Ext): 5212  
 Department: Health Requested Agenda Date: 4/19/17  
 Person Attending BOC Meeting (REQUIRED): Sheree Smith  
 Short Title of Agenda Item: EOCCO Community Benefit Reinvestment Agreement

**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"/> Discussion Only
<input type="checkbox"/> Public Comment Anticipated:	<input type="checkbox"/> Discussion & Action
Estimated Time:	Estimated Time:
<input type="checkbox"/> Document Recording Required	<input type="checkbox"/> Department Report
<input checked="" type="checkbox"/> Contract/Agreement	<input type="checkbox"/> Other:

N/A **For Contracts and Agreements Only**

Contractor/Entity: Eastern Oregon Coordinated Care Organization, LLC "EOCCO"  
 Contractor/Entity Address: 601 SW 2<sup>nd</sup> Ave., Portland, Or 97204  
 Effective Dates – From: March 15<sup>th</sup>, 2017 Through: January 31<sup>st</sup>, 2018  
 Total Contract Amount: \$50,000 Budget Line: 101-114-3-30-3471  
 Does the contract amount exceed \$5,000?  Yes  No  
 If Yes, Attach Purchase Pre-Authorization Request if Applicable

Reviewed By:

Sheree Smith	3/30/17	Department Head	Required for all BOC meetings
	<small>DATE</small>		
<i>JS/RS</i>	4-14-17	Admin. Officer/BOC Office	Required for all BOC meetings
	<small>DATE</small>		
Justin Nelson (per email)	3/31/17	County Counsel	Required for all legal documents
	<small>DATE</small>		
<i>Justin Nelson</i>	4/14/17	Finance Office	Required for all contracts; Other items as appropriate.
	<small>DATE</small>		
		Human Resources	If appropriate
	<small>DATE</small>		

**Note: All entities must sign documents before they are presented to the Board of Commissioners. Original documents are preferred. Agenda requests, including this completed form and supporting documents, must be received by the Board's office by Noon on the Friday prior to the Board of Commissioners Wednesday meeting. County Counsel and Finance review is required for all contracts.**

# AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

1. TITLE OF AGENDA ITEM: **EOCCO COMMUNITY BENEFIT REINVESTMENT AGREEMENT**
2. ISSUES, BACKGROUND, AND DISCUSSION: The Morrow County LCAC originally submitted an application for funds through the LCAC to support the creation of the CARE Team in the Spring of 2014. Funding of \$98,000 were awarded in the beginning of FY 2014/2015, utilized to support personnel costs of the Nurse Case Manager position and needed supplies to start up the CARE project. A CARE Coordinator position was funded with County funds in collaboration with both school districts, IMESD and GOBHI. The initial award extended over a 17 mos period ending 12/31/15. The CARE Team proved to be very successful and a second application for continued funding was awarded at the \$50,000 level, mid-year FY 2015/2016, ending 1/31/17. The LCAC decided to again apply for EOCCO funding to support the CARE Team and specifically the Nurse Case Manager position and funds were again awarded for \$50,000 with a timeframe of 3/15/17 – 1/31/18.

Request for review of the agreement was submitted to Justin Nelson 3/30/17. Response was received from Justin 3/31/17 regarding approval of agreement with recommendation for signature. Lag time for submission to the BOC resulted from miscommunication regarding if appropriate for Jerry to sign vs submission to Commissioners for review and signature.

**NOTE:** The Original Contract Approval sheet and email to Justin originally included a second EOCCO Grant Award agreement of \$40,446 for Mental Health services, but funding will be allocated directly to CCS so the agreement has been sent directly to that agency.

3. OPTIONS: N/A
4. FISCAL IMPACT: No change in FTE. Funding will be utilized to continue to support the Nurse Case Manager/s (shared position of two Nurses) as part of the CARE Team.
5. STAFF RECOMMENDATIONS: No changes in current FTE
6. SUGGESTED ACTION(S) / MOTION(S):  
Review and approval of agreement with signature by BOC representative.

- Attach additional background documentation as needed.

Routing: Original or copies of signed contract or document should be sent to the following:

- |   |   |
|---|---|
| <input type="checkbox"/> Clerk (Original for recording)         | <input type="checkbox"/> Finance Department (Copy for file)       |
| <input type="checkbox"/> Board of Commissioners (Copy for file) | <input checked="" type="checkbox"/> Department – For distribution |
| <input type="checkbox"/> Other _____                            |   |



# Contract and Agreement Review Sheet

Contract/Agreement Number:

County Counsel Review Date:

Staff Contact: Sheree Smith Phone Number (Ext): 5212

Department: Public Health Agenda Date: \_\_\_\_\_

Contractor Name: EOCCO Community Benefit Reinvestment Initiative Program Agreement (2)

Address: 601 SW 2nd Ave.

City, State, Zip: Portland, Or 97204

Effective Dates – From: March 15, 2017 Through: January 31st, 2017

Total Contract Amount: \$50,000 And \$40,446 Budget Line: 101-114-3-30-3471

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

If Yes, Attach Purchase Pre-Authorization Request if Applicable

Background and Discussion:

The Local Community Advisory Council (LCAC) applied for two different grants through the Eastern Oregon Coordinated Care Organization. The Health Dept. was identified as the fiscal agent for the the \$50,000 grant targeted for the ongoing CARE program in support of Salary and Benefit for the Nurse Case Manager Position.

The Second EOCCO Agreement of \$40,446 was awarded to the LCAC and CCS identified as the fiscal agent as these funds will be utilized to address mental health.

Fiscal Impact:

Acceptance of allocated funding to provide the activities identified.  
There will not be any change in FTE for the Nurse Case Manager funding.  
CCS will utilize the funding to support Contract employees

Original or copies of signed contract should be sent to the following:	
<input checked="" type="checkbox"/> Clerk (Original for recording)	<input checked="" type="checkbox"/> Finance Department (Copy for file)
<input checked="" type="checkbox"/> BOC Office (Copy for file)	<input type="checkbox"/> Department – For distribution to the contractor
<input type="checkbox"/> Other _____	

**EOCCO Community Benefit Reinvestment Initiative Program  
Agreement**

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

**Grantee:** Morrow County Health Department/**Fiscal Agent: Morrow County**  
P.O Box 779  
110 Court Street  
Heppner, OR 97836  
Principal Contact: Sheree Smith, Director

**Total Amount of Grant:** \$50,000 (“the Grant Funds”)

**Grant Period:** March 15, 2017 to January 31, 2018 (the “Grant Period”)

**A. Purpose of Grant Agreement**

The Eastern Oregon Coordinated Care Organization (EOCCO) is investing in a third 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 agreement.

**Exhibits A: Submitted Proposal**

**B. Term**

This Grant Agreement shall be effective from March 15, 2017 to January 31, 2018.

**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 timeline of the project 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 the organization.



**D. Contingencies**

Not Applicable

**E. Disbursement Schedule**

Grant Funds shall be disbursed according to the following schedule:

4 weeks after contract execution	\$22,500
July 13, 2017 if first interim report is received	\$22,500
March 15, 2018 if final report is received	\$5,000

**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 any future payments of the Grant if it has not received all reports required to be submitted by Grantee and if such reports do not meet EOCCO's reporting requirements. Any reports may be disseminated by EOCCO, both during and after the term of this agreement, without the prior written consent of Grantee.

Grantee shall maintain all financial records related to this Grant in accordance with generally accepted accounting principles. Grantee shall retain such financial records for at least one (1) year after completion of this Grant.

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 making financial audits, verifications, and program evaluations concerning this Grant as EOCCO deems necessary.

**G. Grant Reports and Reconciliation**

Grantee agrees to submit written periodic progress reports on Grant activities, budget changes, and expenditures using a structured evaluation form provided by EOCCO pursuant to the following schedule:

**Date Report is Due**

June 15, 2017  
September 15, 2017  
February 15, 2018

**Reporting Period**

March 15, 2017 through May 31, 2017  
June 1, 2017 through August 31, 2017  
Final Report covering entire grant period

**H. Use of Grant Funds**

Grantee will use the funds for the purposes approved by EOCCO described in this Agreement and understands that any alternative use of funds must be authorized in writing in advance by EOCCO.

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 other line item(s) in the EOCCO-approved budget, without EOCCO's approval.

Grantee may not reallocate any amount from any line item of the EOCCO-approved budget in an aggregate amount greater than 10% of the amount for that line item, to other line item(s) in the EOCCO-approved budget, without EOCCO's approval.

In the event Grantee adjusts its line-item budget as described, Grantee shall report such adjustment in writing to EOCCO with its next expenditure report after making the adjustment.

**I. Unexpended Grant Funds**

If not all the Grant Funds have been expended, or Grantee anticipates all funds will not be expended, by January 31, 2018, Grantee shall pay back the unexpended funds no later than ten days after the date of its final financial report. EOCCO will review the final financial 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 days of EOCCO's adjustment.

Requests to use unexpended funds after the contracted project end date of January 31, 2018 must be submitted in writing using a structured form and submission instructions provided by EOCCO no later than 30 days prior to the contracted project end date of January 31, 2018.

**J. 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.

**K. Publicity**

Grantee agrees to appropriately credit the participation of EOCCO in any advertisement, publicity, or public comment related to the project for which funds are awarded.

Grantee will allow EOCCO to review and approve the text and content of any proposed publicity concerning this Grant 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 product.

At the request of EOCCO, Grantee agrees to issue a press release to relevant media outlets announcing the Grant and promoting the project and its value to the community and region.

EOCCO may prepare its own publicity regarding this Grant, both during and after the term of this agreement, without Grantee's consent.

**L. 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 interview and discussion 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.

**M. 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, the "claim") between EOCCO and Grantee that arises from or relates to this 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 Agreement, hereby consents to the in personam jurisdiction of said courts.**

**N. Compliance with Laws**

Grantee shall comply with all State and local laws, regulations, executive orders and ordinances applicable to this Agreement or to the performance of Work 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.

**O. Termination**

EOCCO reserves the right to discontinue, modify, or withhold any payments to be made under this Grant. At its sole discretion, EOCCO may terminate this 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.

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. Because Grantee has failed 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.

**P. Limitation of Liability**

In no event shall EOCCO be liable for any and all damages, including 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 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.

**Q. Indemnification**

Grantee agrees to defend and hold harmless EOCCO, its officers, directors, employees, agents, and members of the Grant Committee from and against any claim, including expenses of investigation and defense of such claim, arising out of or in any way connected with this Grant or the expenditure of Grant Funds.

**R. Entire Agreement**

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

**S. 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.

**T. 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.

**U. Amendments**

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

**V. No Assignment**

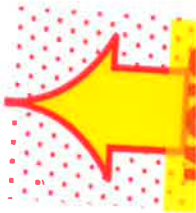
Neither party may assign any of its rights or delegate any of its obligations under this agreement without the prior written consent of the other party. Any purported assignment or delegation in breach of this section will be void.

**W. Survival**

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

Grantee accepts responsibility for complying with this agreement's terms and conditions and will exercise full control over the Grant and the expenditure of Grant Funds.

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



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

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

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

Date: \_\_\_\_\_

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

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

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

Date: \_\_\_\_\_





# AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

1. TITLE OF AGENDA ITEM: **PURCHASE OF UTILITY TRAILER WITH HEALTHCARE PREPAREDNESS FUNDS FOR USE IN THE EVENT OF AN EMERGENCY WITHIN THE REGION**

2. ISSUES, BACKGROUND, AND DISCUSSION:

The Healthcare Preparedness OHA Contract #152400 identifies a total funding level of \$34,117. The Budget identifies that \$25,681 is to be utilized for Personnel and the remaining \$8,436 is identified for the purchase of Supplies in the event of a Regional Mass Casualty Event. The funding is intended for the purchase of a utility trailer outfitted for mobile use wherever the emergency occurs within our Healthcare region. I am attaching a signed purchase request listing the utility trailer which will be outfitted with a 110 Wire Kit and an E-track system that will support the installment of shelving for medical supply storage. The total requested purchase price is \$7,116. It is my understanding that if the purchase is for less than \$10,000 we are not required to obtain 3 quotes. The actual medical supplies to be stored within the trailer will be purchased later, but before the grant end on June 30th, 2017.

3. OPTIONS: N/A

4. FISCAL IMPACT: No change in FTE. Funding has already been provided via OHA Contract for purchase.

5. STAFF RECOMMENDATIONS: No changes in current FTE

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

Review and approval of Pre-Authorization form with signature by BOC representative.

- Attach additional background documentation as needed.

Routing: Original or copies of signed contract or document should be sent to the following:

- |   |  |
|---|--|
| <input type="checkbox"/> Clerk (Original for recording)         | <input type="checkbox"/> Finance Department (Copy for file)        |
| <input type="checkbox"/> Board of Commissioners (Copy for file) | <input checked="" type="checkbox"/> Department -- For distribution |
| <input type="checkbox"/> Other _____                            |  |



# Purchase Pre-Authorization Request

**Purchase pre-authorization is required prior to all purchases in excess of \$5,000.**

DATE: May 5, 1994

RE: Purchasing Policy

It shall be the policy of Morrow County to require the Finance Director to sign-off on all major purchases. Examples of major purchases may include trips and conferences, lease agreements, or equipment and should include all capital outlay purchases.

Normal operating supplies such as paper, even in large quantities, would not require a sign off. This is particularly important for purchases not anticipated at the time of budget, such as a piece of equipment that breaks down.

The purchasing sign-off should take place before the request comes to the County Court for pre- approval. This allows the County Court to be aware of the expenditure before the obligation is incurred and to be assured that there are adequate funds to cover the request.

Staff Contact: Sheree Smith Phone Number (Ext): 5212

Department: Health Dept Date: 03/14/17

Purchase Amount: \$7,116 Budget Line: 101-114-5-20-3815 *40-4404*

Is the purchase a "public improvement?"  No  Yes, Address ORS 279C

Does the purchase amount exceed \$10,000?  No  Yes, See Page 2

Description:

Loadrunner 7K 7 x 16 Utility Trailer with additions to support the storage and use of medical supplies/equipment. This purchase is for use in the case of an Emergency within the Healthcare Preparedness Region.  
See Attached Quote from TrailersPlus Redmond for further Detail.

*[Signature]*  
Finance Director signature

*[Signature]*  
Department signature

\_\_\_\_\_  
Board of Commissioners

4/13/17  
Date

Original or copies of signed contract should be sent to the following:

Finance Department (Signed Original)  Department (Copy for file)

BOC Office (Copy for file)

**Purchase Pre-Authorization Request - Addendum for Intermediate Procurements  
Purchases in Excess of \$10,000 but less than \$150,000**

Note: The County may not artificially divide or fragment a procurement so as to constitute an intermediate procurement under this section. Purchases in excess of \$150,000 require a formally solicited Request for Proposals.

**Requirements of ORS 279B.070:**

*(3) When conducting an intermediate procurement, a contracting agency shall seek at least three informally solicited competitive price quotes or competitive proposals from prospective contractors. The contracting agency shall keep a written record of the sources of the quotes or proposals received. If three quotes or proposals are not reasonably available, fewer will suffice, but the contracting agency shall make a written record of the effort the contracting agency makes to obtain the quotes or proposals. [ORS 279B.070(3)]*

Quote/Proposal 1:

N/A

Quote/Proposal 2:

Quote/Proposal 3:

\*Attach documentation as needed

*(4) If a contracting agency awards a contract, the contracting agency shall award the contract to the offeror whose quote or proposal will best serve the interests of the contracting agency, taking into account price as well as considerations including, but not limited to, experience, expertise, product functionality, suitability for a particular purpose and contractor responsibility under ORS 279B.110. [ORS 279B.070(3)]*

Staff Recommendation:

**TrailersPlus Redmond**  
 6142 South Hwy. 97  
 Redmond, OR 97756  
 Phone: 541-316-8418

Salesperson: Dawnnise Carter  
[www.TrailersPlus.com](http://www.TrailersPlus.com)

Customer: Morrow County Health Department  
 Quote Number: 17091  
 Created On: 04-12-2017 16:11:19

### Patriot 7' Wide

The Patriot model is a great entry level trailer, offering you the basic trailer needs. Available in 12', 14', and 16' lengths, this trailer will provide an economical alternative for mobile storage and the occasional light cargo transport.

#### Standard Features

- Spring suspension
- Electric Drum Brakes (all axles)
- Radius Roof
- 14" Bias Ply Tires
- .024 Aluminum Exterior
- 3/4" Exterior grade plywood floor
- Luan walls
- Surface mount tail lights
- Weather tight clearance lights
- 6" ATP stone guard
- Double rear door

**From: \$4269.00**

### Victory 7' Wide

The Victory model is a great basic trailer, offering you the basic trailer needs. Available in 7' wide by 14' or 16' long provides an economical alternative for mobile storage and the occasional light cargo transport.

#### Standard Features

- Dexter Spring suspension
- Radius Roof - prevents leaks
- DuraFrame Construction
- Electric Drum Brakes (all axles)
- EZ Lube hubs with grease caps
- 15" Radial Trailer Rated Tires
- .024 Aluminum Exterior
- 3/4" Exterior grade plywood floor
- Luan walls
- Surface mount tail lights
- Weather tight clearance lights
- 12" ATP stone guard
- Interior dome light
- Double rear door

**From: \$4929.00**

### LoadRunner 7' Wide

When the job requires a little more muscle, our tandem axle trailers can deliver the goods. Whether you need them on the job or just for fun, these roomy, durable trailers have hundreds of uses. Available in 12', 14' or 16' lengths and a long list of standard features, these trailers are a bargain that's hard to beat.

#### Standard Features

- Spring suspension
- Radius Roof - prevents leaks
- DuraFrame Construction
- Self Adjusting Electric Drum Brakes (all axles)
- EZ Lube hubs with grease caps
- .030 Aluminum Exterior
- 32" Camlock side door
- Protected undercarriage
- 3/4" Exterior grade plywood floor
- 3/8" plywood walls
- LED tail lights
- Weather tight clearance lights
- 16" ATP stone guard
- (2) Rear stabilizer jack
- Aero flow vents
- Dome light
- Double rear door

**Quoted Model From: \$4999.00**

### Pro-Series 7' Wide

When it's time to get the job done, this is the trailer built to do it. Rugged yet easy to haul, these tandem axle Cargos handle heavier loads with ease. They feature a full width flat floor area with no interior wheel wells, which means more room for tools, lumber or whatever you're carrying.

#### Standard Features

- Rubber ride torsion axle
- Radius Roof - prevents leaks
- 8" I-Beam Frame
- DuraFrame Construction
- Electric Drum Brakes (all axles)
- EZ lube hubs with grease caps
- 15" Radial tires
- Full depth Z-channel frame cross members
- .030 Aluminum Exterior
- Protected undercarriage
- 3/4" Exterior grade plywood floor
- 3/8" Plywood walls
- LED tail lights
- LED clearance lights
- Double rear door

**From: \$7359.00**

ILRD716TA2

7 x 16 Loadrunner 7K

VIN: XXXXXXXXXXXX309473  
 Located In: Redmond, OR

Additional Options: Sand Pad for Jack. 4 Wall ties, 4 Surface mount floor ties, Upgrade to 3/8 inch walls, Upgrade to Radial Tires, Interior mount, ATP Fenders. American made Dexter axles. 7 Wide 82 inch. Self Adjusting Brakes. Ensure proper stopping distance every time you use the brakes without manual adjustments.. 2017 Model Year configuration and pricing. Red Exterior Color (per LTF). Rear double doors. Upgrade to drop axles, Upgrade to RV Door. 83 inch minimum interior height. Install a 12x30 vertical window on each side of trailer as close to front corner post as possible. Special Item Charge. Retail sold.

**MSRP:**

**\$9700**

PartNumber	QTY	Description	Units	Extended
ILRD716TA2	1.00	7 x 16 Loadrunner 7K VIN:XXXXXXXXXX309473	EACH	\$6930.00
DISCOUNT	1.00	Approved Management Discount	EACH	-\$631.00
	1.00	DISCOUNTED TRAILER PRICE		\$6299.00
10-WIREPACK-03	1.00	7x14 - 7x16 - 110 Wire KIT 30amp = 2 outlets, 2 lights, panel box, life line, adaptors, and hatch hole for cord: * 2ea - 01-RC0001 (Receipt Cover (m	Piece	\$516.47
PARTSDISCOUNT	1.00	Parts Discount	EACH	-\$65.47
05-ET0010	40.00	E-Track Horizontal (Per Foot)	Length	\$172.80
LABOR	4.00	30 Minutes of labor	EACH	\$170.00
10-SF0001	4.00	Shop Fee	Piece	\$24.00
<b>Total:</b>				<b>\$7116.80</b>

**Payments as low as \$138.96 Per Month\***

\* For well qualified applicants. On Approved Credit, 6.99% APR, 60 Month term. Excludes tax, tag, title and doc fees and any accessories not listed on this quote.



**Grant Agreement Number 152400**

**STATE OF OREGON  
INTERGOVERNMENTAL GRANT AGREEMENT**

In compliance with the Americans with Disabilities Act, this document is available in alternate formats such as Braille, large print, audio recordings, Web-based communications and other electronic formats. To request an alternate format, please send an e-mail to [dhs-oha.publicationrequest@state.or.us](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 Agreement is between the State of Oregon, acting by and through its Oregon Health Authority, hereinafter referred to as "OHA," and

**Morrow County  
Acting by and through its Health Department  
110 N. Court Street  
Heppner, OR 97386  
Contact: Judge Tallman  
Telephone: 541-676-5421 (Sheree Smith)  
E-mail address: [tallman@co.morrow.or.us](mailto:tallman@co.morrow.or.us)  
E-mail address: [ssmith@co.morrow.or.us](mailto:ssmith@co.morrow.or.us)**

hereinafter referred to as "Recipient."

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

**Public Health Division (PHD)  
Health Security, Preparedness, and Response Program  
Healthcare Preparedness Program (HPP)  
800 NE Oregon Street, Suite 465B  
Portland, OR 97232  
Grant Administrator: Mike Swinhoe or delegate  
Phone: 503.572.7664  
Fax: 971.673.1309  
E-mail: [michael.a.swinhoe@state.or.us](mailto:michael.a.swinhoe@state.or.us)**

**1. Effective Date and Duration.**

This Agreement shall become effective on the date this Agreement has been approved by the Department of Justice or on July 1, 2016, whichever date is later and regardless of the date it is actually signed by all other parties. Unless extended or terminated earlier in accordance with its terms, this Agreement shall expire on July 31, 2017. Agreement termination shall not extinguish or prejudice OHA's right to enforce this Agreement with respect to any default by Recipient that has not been cured.

**2. Agreement Documents.**

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

- (1) Exhibit A, Part 1: Program Description
- (2) Exhibit A, Part 2: Payment and Financial Reporting
- (3) Exhibit A, Part 3: Budget
- (4) Exhibit A, Part 4: Special Terms and Conditions
- (5) Exhibit B: Standard Terms and Conditions
- (6) Exhibit C: Insurance Requirements
- (7) Exhibit D: Required Federal Terms and Conditions
- (8) Exhibit E: Reserved
- (9) Exhibit F: Information Required by 2 CFR Subtitle B with guidance at 2 CFR Part 200

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

b. In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence shall control. The documents comprising this Agreement shall be in the following descending order of precedence: this Agreement less all exhibits, Exhibits D, B, A, C, and F.

**3. Grant Disbursement Generally.**

The maximum not-to-exceed amount payable to Recipient under this Agreement, which includes any allowable expenses, is \$34,117.00. OHA will not disburse grant to Recipient in excess of the not-to-exceed amount and will not disburse grant until this Agreement has been signed by all parties. OHA will disburse the grant to Recipient as described in Exhibit A. The grant may be used for Program expenses incurred beginning on July 1, 2016, and ending as provided in Exhibit A.

4. **Vendor or Sub-Recipient Determination.**

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

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

Catalog of Federal Domestic Assistance (CFDA) #(s) of federal funds to be paid through this Agreement: **93.889**

5. **Recipient Data and Certification.**

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

**Please print or type the following information**

**Recipient Name (exactly as filed with the IRS):** \_\_\_\_\_

Morrow County

Street address: \_\_\_\_\_

110 North Court Street

City, state, zip code: \_\_\_\_\_

Hepner, OR 97836

Email address: \_\_\_\_\_

Telephone: \_\_\_\_\_

(541) 676-5421

Facsimile: \_\_\_\_\_

(541) 676-5652

Federal Employer Identification Number: \_\_\_\_\_

93-6002308

**Proof of Insurance:**

Workers' Compensation Insurance Company: \_\_\_\_\_

SAIF

Policy #: \_\_\_\_\_

12241

Expiration Date: \_\_\_\_\_

7-1-2017

The above information must be provided prior to Agreement execution. Recipient shall provide proof of insurance upon request by OHA or OHA designee.

b. **Certification.** The Recipient acknowledges that the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any "claim" (as defined by ORS 180.750) that is made by (or caused by) the Recipient and that pertains to this Agreement or to the project for which the grant activities are being performed. The Recipient certifies that no claim described in the previous sentence is or will be a "false claim" (as defined by ORS 180.750) or an act prohibited by ORS 180.755. Recipient further acknowledges that in addition to the remedies under this Agreement, if it makes (or causes to be made) a false claim or performs (or causes to be performed) an act prohibited under the Oregon False Claims Act, the Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against the Recipient. Without limiting the generality of the foregoing, by signature on this Agreement, the Recipient hereby certifies that:

- (1) Under penalty of perjury the undersigned is authorized to act on behalf of Recipient and that Recipient is, to the best of the undersigned's knowledge, not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means a state tax imposed by ORS 320.005 to 320.150 and 403.200 to 403.250 and ORS chapters 118, 314, 316, 317, 318, 321 and 323 and the elderly rental assistance program under ORS

310.630 to 310.706 and local taxes administered by the Department of Revenue under ORS 305.620;

- (2) The information shown in this Section 5., Recipient Data and Certification, is Recipient's true, accurate and correct information;
  - (3) To the best of the undersigned's knowledge, Recipient has not discriminated against and will not discriminate against minority, women or emerging small business enterprises certified under ORS 200.055 in obtaining any required subcontracts;
  - (4) Recipient and Recipient's employees and agents are not included on the list titled "Specially Designated Nationals" maintained by the Office of Foreign Assets Control of the United States Department of the Treasury and currently found at: <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>;
  - (5) Recipient is not listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal procurement or Non-procurement Programs" found at: <https://www.sam.gov/portal/public/SAM/>; and
  - (6) Recipient is not subject to backup withholding because:
    - (a) Recipient is exempt from backup withholding;
    - (b) Recipient has not been notified by the IRS that Recipient is subject to backup withholding as a result of a failure to report all interest or dividends; or
    - (c) The IRS has notified Recipient that Recipient is no longer subject to backup withholding.
- c. Recipient is required to provide its Federal Employer Identification Number (FEIN) to OHA. By Recipient's signature on this Agreement, Recipient hereby certifies that the FEIN provided to OHA is true and accurate. If this information changes, Recipient is also required to provide OHA with the new FEIN within 10 days.



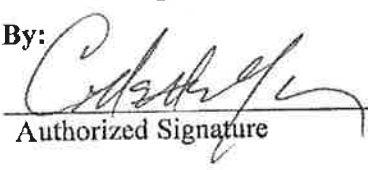
RECIPIENT, BY EXECUTION OF THIS AGREEMENT, HEREBY ACKNOWLEDGES THAT RECIPIENT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

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

**Morrow County**

By:  Morrow County Judge 12/21/2016  
Authorized Signature Title Date

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

By:  CPHP 1/9/17  
Authorized Signature Title Date  
Center Administrator

**Approved for Legal Sufficiency:**

Exempt per OAR 137-045-0030(1)(a)  
\_\_\_\_\_  
Assistant Attorney General Date

**Reviewed by Program Support Manager:**

Jill Snyder-Emailed Approval 11/28/2016  
Authorized Signature CPHP PSM Title Date  
Jutta Dann Jutta D

**Office of Contracts and Procurement:**

danielle.a.pompe@dhsoha.state.or.us Digitally signed by danielle.a.pompe@dhsoha.state.or.us  
Contract Specialist Signature Print Name Date  
DN: cn=danielle.a.pompe@dhsoha.state.or.us  
Date: 2017.01.19 11:48:30 -08'00'

## EXHIBIT A

### Part 1

#### Program Description

Recipient shall:

1. Purchase only the goods or services outlined in Exhibit A, Part 3, Budget, except when authorized according to the procedures set forth in Exhibit A, Part 2, Section 2, "Expenditure of Grant Funds."
2. Submit two Status Reports summarizing the status of awarded funds, due on February 15, 2017 and April 15, 2017.
3. Make every effort to obligate or expend funds on or before April 15, 2017. If funds are not spent or obligated by that date, OHA in cooperation with the Regional Healthcare Preparedness Coalition (RHPC) may reduce the amount of this Grant Agreement through formal amendment process as described in Exhibit B, Section 19, "Amendments; Waiver; Consent." On or after April 15, 2017, OHA may initiate this amendment process by sending a Notice of Reallocation advising Recipient of the reduced grant amount. No expenses incurred after the date of the notice will be considered for reimbursement, regardless of the date that the formal amendment is executed.
4. Submit the final Reimbursement Request and copies of actual receipts to OHA no later than July 31, 2017, unless extended in writing by OHA. All expenditures must be completed by June 30, 2017.  
Maintain and update an Emergency Management Plan (EMP) that addresses both external and internal disasters, including bioterrorism and other public health emergencies, e.g., pandemic influenza, earthquake, chemical, if applicable. If not already developed, an EMP shall be developed within 6 months after execution of this Agreement. Development of a new or revisions to an existing EMP shall involve all appropriate local public health and emergency response agencies with governmental jurisdiction.
5. Utilize the Hospital Incident Command System (HICS) or National Incident Management System (NIMS) as the incident command system in implementing the EMP, if applicable. If an equivalent command system is not already being utilized, HICS should be implemented within 1 year from the execution of this Agreement.
6. Participate in local (city, county, and regional) emergency planning, training, and exercises that involve healthcare and public health related scenarios. Recipient shall submit After Action Reports/Improvement Plans (AARs/IPs) upon request for the responses and exercises used to demonstrate compliance with Healthcare Preparedness Program (HPP) requirements. The AARs/IPs shall include observations, strengths, challenges, and corrective action plans for responses or exercises and should relate to the healthcare preparedness capabilities, as applicable. All AARs/IPs shall be submitted in time for inclusion in the FY 2016 annual progress report.
7. Continue to participate as a member of the RHPC within the organizational Healthcare Preparedness Region. If not an RHPC member, then Recipient shall become informed enough to effectively contribute to the discussions and deliberations on relevant regional issues.
8. Assign staff to act as the Health Alert Network (HAN)/Hospital Capacity (HOSCAP) System Administrator, if applicable. This position manages, supports, and assists in implementation of both HAN and HOSCAP systems within Recipient's organization. Updates to HOSCAP shall be made on a frequent basis.
9. Work towards implementing NIMS activities for hospitals and healthcare systems, if applicable.
10. Develop, or review and revise fatality management plans, if applicable. Copies of the plans shall be made available to the RHPC or its representative upon request.

11. Review and revise evacuation plans, if applicable. Copies of the plans shall be made available to the RHPC or its representative upon request.
12. Review and revise hazard vulnerability analyses, if applicable. Copies of the analyses shall be made available to the RHPC or its representative upon request.
13. Inform OHA within 30 days, when any materials purchased with these grant funds and being tracked in the inventory tracking system, have been moved to a different location than previously identified to OHA.

## EXHIBIT A

### Part 2

#### Payment and Financial Reporting

##### 1. Disbursement of Grant Funds.

- a. **Disbursement Generally.** Subject to Section 1.b, OHA will disburse grant funds to Recipient upon OHA's approval of a completed Reimbursement Request. The Request shall include details of all planning, training, and exercises along with copies of original receipts for travel, supplies, and equipment. The Reimbursement Request must be received by OHA within 90 days following the actual expenditures, unless extended in writing by OHA. All expenses shall be incurred in the most cost effective manner resulting in the best value for the state. All costs are included in, and not in addition to, the total amount of this Grant Agreement.
- b. **Travel and Related Costs.** OHA will reimburse Recipient for travel and related costs such as meals and accommodations, and any other costs that provide direct benefit to the Program as described in Exhibit A, Part 1. Costs will be reimbursed at state rates in effect at the time the expenses are incurred and only when meeting the requirements of 45 CFR Part 75, as applicable.
- c. **Conditions Precedent to Disbursement.** OHA's obligation to disburse any grant funds to Recipient under this Agreement is subject to satisfaction of each of the following conditions precedent:
  - (1) OHA has received sufficient funding, appropriations, and other expenditure authorizations to allow OHA, in the exercise of its reasonable administrative discretion, to make the disbursement. Nothing in this Agreement is to be construed as permitting any violation of Article XI, Section 7 of the Oregon Constitution or any other law regulating liabilities or monetary obligations of the State of Oregon;
  - (2) No default as described in Exhibit B, Section 8, "Default; Remedies; Termination," has occurred; and
  - (3) OHA has received from Recipient a Reimbursement Request acceptable to OHA and further described in Section 1.a. above.

2. **Expenditure of Grant Funds.** Recipient may expend the grant funds solely to cover costs necessarily incurred by Recipient in performing the activities of this Grant Agreement and subject to any restrictions imposed by other provisions of this Agreement or by applicable law.

Recipient may expend grant funds only for allowable costs. "Allowable Costs" are expenditures made in accordance with the line-item budget approved by OHA and the RHPC and shown in the attached Exhibit A, Part 3, Budget, except that budget adjustments may be made as follows:

- a. For budget adjustments between Expenditure Categories that are within the same Capability AND Function;
  - (1) A Change Form is required for OHA grant documentation purposes.
  - (2) Adjustments must be approved by OHA.
  - (3) Expenditure Category adjustments will not be included in the 30% cumulative change total.
- b. For budget adjustments between Capability and Function;
  - (1) A Change Form is required for OHA grant documentation purposes.

- (2) Adjustments must be approved by OHA.
  - (3) Up to 30% of the cumulative grant award amount is allowable.
- c. Budget adjustments exceeding 30% of the cumulative grant award amount are not authorized unless an amendment to this Agreement is executed by all applicable parties.

**EXHIBIT A**  
**Part 3**  
**Budget**



**HEALTHCARE PREPAREDNESS PROGRAM - BUDGET DEVELOPMENT TEMPLATE**

<b>General Information:</b>	HPP Reg #	9	Date:	10/6/2016
Organization Name:	Morrow County Health Department	Address:	110 N Court Street	Duns #: 01-074-1189
City, State and Zip:	Heppner, OR 97836	Budget Preparer Name, phone & e-mail:	Sheree Smith 541-676-5421 ssmith@co.morrow.or.us	
Authorized Signer name, title, phone & e-mail:	Morrow Co Ct Judge Tallman ttalman@co.morrow.or.us			
Award Year:	HPP Grant FY 2016 (July 1, 2016 to June 30, 2017)			

CAPABILITIES & FUNCTIONS		EXPENDITURE CATEGORY:								TOTALS
		Personal Services	Travel - Instate	Travel-Out-of-State	Capital Equipment	Supplies	Contracts	Other	Indirect	
<b>1.0 Healthcare System Preparedness</b>	<i>Specific Use:</i>									
1.1	Develop healthcare coalitions									\$0
1.2	Coordinate planning									\$0
1.3	Essential healthcare assets & service									\$0
1.4	Determine gaps and identify resources									\$0
1.5	Coordinate healthcare responder training									\$0
1.6	Coordinate response (exercises/evaluation)									\$0
1.7	Plan for at-risk populations									\$0
	<b>Sub-total:</b>	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>2.0 Healthcare System Recovery</b>	<i>Specific Use:</i>									
2.1	Develop recovery processes									\$0
2.2	Implement continuity of operations(COOP)									\$0
	<b>Sub-total:</b>	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>3.0 Emergency Operations Coordination</b>	<i>Specific Use:</i>									
3.1	Representation & coordination with emergency ops									\$0
3.2	Healthcare delivery status info-sharing									\$0
3.3	Coordinate allocation of resources									\$0
3.4	Demobilize and evaluate resources									\$0
	<b>Sub-total:</b>	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>5.0 Fatality Management</b>	<i>Specific Use:</i>									
5.1	Coordinate surge of fatalities									\$0
5.2	Coordinate surge of concerned citizens									\$0
5.3	Mental / Behavioral Health support									\$0
	<b>Sub-total:</b>	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>6.0 Information Sharing</b>	<i>Specific Use:</i>									
6.1	Provide healthcare situational awareness									\$0
6.2	Interoperable communications									\$0
	<b>Sub-total:</b>	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>10.0 Medical Surge</b>	<i>Specific Use:</i>									
10.1	Coordination of healthcare response									\$0
10.2	Integrate hospital surge with EMS									\$0
10.3	Healthcare surge capacity and capability	Purchase supplies for Regional Mass Casualty supplies				8,436				\$8,436
10.4	Develop Crisis Standards of Care									\$0
10.5	Assist with evacuation & shelter in place									\$0
	<b>Sub-total:</b>	\$0	\$0	\$0	\$0	\$8,436	\$0	\$0	\$0	\$8,436
<b>14.0 Responder Safety and Health</b>	<i>Specific Use:</i>									
14.1	Pharmaceutical protection									\$0
14.2	Personal Protective Equipment									\$0
	<b>Sub-total:</b>	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>15.0 Volunteer Management</b>	<i>Specific Use:</i>									
15.1	Healthcare volunteer planning	Support the staffing of a part time Medical Reserve Coordinator for the Eastern Oregon MRC	25,681							\$25,681
15.2	Volunteer notification									\$0
15.3	Organization and assignment of volunteers									\$0
15.4	Coordinate and demobilization volunteers									\$0
	<b>Sub-total:</b>	\$25,681	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$25,681
	<b>Grand Total</b>	\$25,681	\$0	\$0	\$0	\$8,436	\$0	\$0	\$0	\$34,117

Capabilities and Expenditure Category definitions on next page. Please round all budgets to the nearest dollar. Questions: please contact your Regional Liaison or Jill Snyder at 971-673-0714.

Healthcare Preparedness Capabilities: National Guidance for Healthcare System Preparedness January 2012 can be found here:  
[http://www.calhospitalprepare.org/sites/main/files/file-attachments/healthcare\\_preparedness\\_capabilities\\_-\\_aspr\\_jan\\_2012.pdf](http://www.calhospitalprepare.org/sites/main/files/file-attachments/healthcare_preparedness_capabilities_-_aspr_jan_2012.pdf)

Priority should be given to planning, exercising and training.

**CAPABILITIES:**

1.0 Healthcare System Preparedness:	(refer to Pages 1 - 11) The ability of a community's healthcare system to prepare, respond, and recover from incidents that have a public health and medical impact in the short and long term.
2.0 Healthcare System Recovery:	(refer to Pages 12 - 15) Involves the collaboration with Emergency Management and other community partners to develop efficient processes and advocate for the rebuilding of public health, medical, and mental/behavioral health systems to at least a level of functioning comparable to pre-incident levels and improved levels where possible.
3.0 Emergency Operations Coordination:	(refer to Pages 16 - 20) The ability for healthcare organizations to engage with incident management at the Emergency Operations Center or with on-scene incident management during an incident to coordinate information and resource allocation for affected healthcare organizations.
5.0 Fatality Management	(refer to Pages 21 - 23) The ability to coordinate with organizations (e.g., law enforcement, healthcare, emergency management, and medical examiner/coroner) to ensure the proper recovery, handling, identification, transportation, tracking, storage, and disposal of human remains and personal effects; certify cause of death, and facilitate access to mental/behavioral health services for family members, responders, and survivors of an incident.
6.0 Information Sharing:	(refer to Pages 24 - 29) The ability to conduct multijurisdictional, multidisciplinary exchange of public health and medical related information and situational awareness between the healthcare system and local, state, Federal, tribal, and territorial levels of government and the private sector.
10.0 Medical Surge:	(refer to Pages 30 - 45) The ability to provide adequate medical evaluation and care during incidents that exceed the limits of the normal medical infrastructure within the community. This encompasses the ability of healthcare organizations to survive an all-hazards incident, and maintain or rapidly recover operations that were compromised.
14.0 Responder Safety and Health:	(refer to Pages 46 - 49) The ability of healthcare organizations to protect the safety and health of healthcare workers from a variety of hazards during emergencies and disasters. This includes processes to equip, train, and provide other resources needed to ensure healthcare workers at the highest risk for adverse exposure, illness, and injury are adequately protected from all hazards during response and recovery operations.
15.0 Volunteer Management:	(refer to Pages 50 - 53) The ability to coordinate the identification, recruitment, registration, credential verification, training, engagement, and retention of volunteers to support healthcare organizations with the medical preparedness and response to incidents and events.

**Expenditure Categories:**

Personal Services	Salaries and Benefits (fringe) of staff working on program. This would be used for an awardee's staff time associated with this program.
Travel In-State	In state travel expenses related to the HPP Program.
Travel Out-State	Out of state travel expenses related to the HPP Program.
Capital Equipment	Items over \$5,000. Could include generators, trailers, decon units. <b>(Please note: FY2015 does not allow for this category.)</b>
Supplies	Office supplies, inventory items (PPE such as: masks, cots, stretchers, satellite phones, radios, etc.). Operational costs are budgeted under Other.
Contracts	Payments to other firms for the contractual use of their employees. Contracts may be used to perform specific jobs, such as training and exercises.
Other	Rent, telephone (service and line fees), non-contract expenses related to training and exercises.
Indirect/Admin Costs	Administrative costs that are related to HPP program.

## EXHIBIT A

### Part 4

#### Special Terms and Conditions

This Agreement is funded through a federal grant which contains additional federal requirements that must be met by Recipient. Notwithstanding Exhibit D, Federal Terms and Conditions, the Recipient must also comply with the following regulations to the extent that they are applicable to this Agreement, to Recipient, to the grant activities, or to any combination of the foregoing. For purposes of this Agreement, all references to federal and state laws are references to federal and state laws as they may be amended from time to time.

#### 1. Funding Restrictions and Limitations:

- a. Recipients cannot use funds for fund raising activities or lobbying.
- b. Recipients cannot use funds for research.
- c. Recipients cannot use funds for major construction or major renovations
- d. Recipients cannot use funds for clinical care
- e. Recipients cannot use funds to acquire real property such as land, land improvements, structures, and appurtenances thereto. In addition, activities under individual grants that constitute major renovation of real property or purchase of a trailer or modular unit that will be used as real property may be charged to HHS grants only with specific statutory authority and GMO approval.
- f. Recipients cannot use funds for reimbursement of pre-award costs
- g. Recipients may supplement but not supplant existing state or federal funds for activities described in the budget.
- h. The direct and primary recipient in a cooperative agreement program must perform a substantial role in carrying out project objectives and not merely serve as a conduit for an award to another party or provider who is ineligible.
- i. Payment or reimbursement of backfilling cost for staff, including healthcare personnel for exercises, is not allowed
- j. Recipient cannot use funds to support stand-alone, single-facility exercises

#### 2. Cost Limitations as Stated in the Consolidated and Further Continuing Appropriations Act, 2015:

- a. **Cap on Salaries** (Div. G, Title II, Sec. 203): None of the funds appropriated under this Agreement shall be used to pay the salary of an individual, through a grant or other extramural mechanism, at a rate in excess of Executive Level II.  
**Note:** The salary rate limitation does not restrict the salary that Recipient may pay an individual working under an HHS contract or order; it merely limits the portion of that salary that may be paid with Federal funds.
- b. **Gun Control Prohibition** (Div. G, Title II, Sec. 217): None of the funds made available in this Agreement may be used, in whole or in part, to advocate or promote gun control.
- c. **Needle Exchange** (Div. G, Title V, Sec. 521): Notwithstanding any other provision of this Agreement, no funds appropriated in this Agreement shall be used to carry out any program of distributing sterile needles or syringes for the hypodermic injection of any illegal drug.
- d. **Blocking access to pornography** (Div. G, Title V, Sec. 526): (a) None of the funds made available in this Agreement may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography; (b) Nothing in



subsection (a) shall limit the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.

**e. Rent or Space Costs:** Grantees are responsible for ensuring that all costs included in this Agreement to establish billing or final indirect cost rates are allowable in accordance with the requirements of the Federal award(s) to which they apply, including 45 CFR Part 75, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards. The grantee also has a responsibility to ensure sub-recipients expend funds in compliance with applicable federal laws and regulations. Furthermore, it is the responsibility of the grantee to ensure rent is a legitimate direct cost line item, which the grantee has supported in current and/or prior projects and these same costs have been treated as indirect costs that have not been claimed as direct costs. If rent is claimed as direct cost, the grantee must provide a narrative justification, which describes their prescribed policy to include the effective date to the assigned Grants Management Specialist (GMS) identified in the CDC Contacts for this award. This provision includes express terms and conditions of the award and any violation of it shall be grounds for unilateral termination of the award by (HHS OPDIV) prior to the end of its term.

**f. Trafficking In Persons:** This Agreement is subject to the requirements of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. Part 7104(g)).

**3. Inventions:** Recipient shall comply with the standard patent rights clause in 37 CFR Part 401.14.

**4. Logo Use for Conference and Other Materials:** Neither the Department of Health and Human Services (HHS) nor the CDC logo may be displayed if such display would cause confusion as to the funding source or give false appearance of Government endorsement. Use of the HHS name or logo is governed by U.S.C. Part 1320b-10, which prohibits misuse of the HHS name and emblem in written communication. A non-federal entity is unauthorized to use the HHS name or logo governed by U.S.C. Part 1320b-10. The appropriate use of the HHS logo is subject to review and approval of the HHS Office of the Assistant Secretary for Public Affairs (OASPA). Moreover, the HHS Office of the Inspector General has authority to impose civil monetary penalties for violations (42 CFR Part 1003). Accordingly, neither the HHS nor the CDC logo can be used by the grantee without the express, written consent of either the CDC Project Officer or the CDC Grants Management Officer. It is the responsibility of the grantee to request consent for use of the logo in sufficient detail to ensure a complete depiction and disclosure of all uses of the Government logos. In all cases for utilization of Government logos, the grantee must ensure written consent is received from the Project Officer and/or the Grants Management Officer.

**5. Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** Recipient is hereby given notice and shall comply, and ensure the notification and compliance by subcontractors or subrecipients with 48 CFR section 3.908, implementing section 828, entitled "Pilot Program for Enhancement of Contractor Employee Whistleblower Protections," of the National Defense Authorization Act (NDAA) for Fiscal Year (FY) 2013 (Pub. L. 112-239, enacted January 2, 2013), applies to this award.

**6. Equipment and Products:**

**a.** To the greatest extent practicable, all equipment and products purchased under this Agreement should be American-made.

**b.** No purchases for capital equipment over \$5,000 shall be authorized under this Agreement.

**c.** It is possible that the State of Oregon under ORS 433.441, during a Governor's declared disaster, state or local public health emergency, may take action under ORS 433.443 or ORS 431.264 and request relocation of any and all equipment and supplies purchased with these grant funds, so that it may be used to facilitate any immediate needs. Recipient agrees to make equipment

available within 4 hours of any request. If Governor has not declared a disaster, the Public Health Director, with approval of the Governor, may take action authorized in ORS 431.264.

7. **Reducing Text Messaging While Driving:** In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, dated October 1, 2009, Recipient is encouraged “to adopt and enforce policies that ban text messaging while driving company-owned or -rented vehicles or GOV, or while driving POV when on official Government business or when performing any work for or on behalf of the Government.”

## **EXHIBIT B**

### **Standard Terms and Conditions**

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

This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between OHA or any other agency or department of the State of Oregon, or both, and Recipient that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this Section be construed as a waiver by the State of Oregon of the jurisdiction of any court or of any form of defense to or immunity from any Claim, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise. Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum. This Section shall survive expiration or termination of this Agreement.

**2. Compliance with Law.**

Recipient shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to this Agreement or to the implementation of the project. 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. This Section shall survive expiration or termination of this Agreement.

**3. Independent Parties.**

The parties agree and acknowledge that their relationship is that of independent parties and that Recipient is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265 or otherwise.

**4. Grant Funds; Payments.**

- a. Recipient is not entitled to compensation under this Agreement by any other agency or department of the State of Oregon. Recipient understands and agrees that OHA's participation in this Agreement is contingent on OHA receiving appropriations, limitations, allotments or other expenditure authority sufficient to allow OHA, in the exercise of its reasonable administrative discretion, to participate in this Agreement.
- b. Disbursement Method. Disbursements under this Agreement will be made by Electronic Funds Transfer (EFT) and shall be processed in accordance with the provisions of OAR 407-120-0100 through 407-120-0380 or OAR 410-120-1260 through OAR 410-120-1460, as applicable, and any other OHA Oregon Administrative Rules that are program-specific to the billings and payments. Upon request, Recipient must provide its taxpayer identification number (TIN) and other necessary banking information to receive EFT payment. Recipient must maintain at its own expense a single financial institution or authorized payment agent capable of receiving and processing EFT using the Automated Clearing House (ACH) transfer method. The most current designation and EFT information will be used for all disbursements under this Agreement. Recipient must provide this designation and information on a form provided by OHA. In the

event that EFT information changes or the Recipient elects to designate a different financial institution for the receipt of any payment made using EFT procedures, Recipient will provide the changed information or designation to OHA on a OHA-approved form.

**5. Recovery of Overpayments.**

Any funds disbursed to Recipient under this Agreement that are expended in violation or contravention of one or more of the provisions of this Agreement “Misexpended Funds” or that remain unexpended on the earlier of termination or expiration of this Agreement must be returned to OHA. Recipient shall return all Misexpended Funds to OHA promptly after OHA’s written demand and no later than 15 days after OHA’s written demand. Recipient shall return all Unexpended Funds to OHA within 14 days after the earlier of termination or expiration of this Agreement. OHA, in its sole discretion, may recover Misexpended or Unexpended Funds by withholding from payments due to Recipient such amounts, over such periods of time, as are necessary to recover the amount of the overpayment. Prior to withholding, if Recipient objects to the withholding or the amount proposed to be withheld, Recipient shall notify OHA that it wishes to engage in dispute resolution in accordance with Section 13 of this Exhibit.

**6. Reserved.**

**7. Contribution.**

If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 (“Third Party Claim”) against a liability, the Notified Party must promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Either party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this paragraph and meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party’s liability with respect to the Third Party Claim.

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

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

This Section shall survive expiration or termination of this Agreement.

**8. Indemnification by Subcontractors.**

Recipient shall take all reasonable steps to require its contractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents (“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 Recipient’s contractor or any of the officers, agents, employees or subcontractors of the contractor (“Claims”). It is the specific intention of the parties that the 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. This Section shall survive expiration or termination of this Agreement.

**9. Default; Remedies; Termination.**

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

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

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

- (1) termination of this Agreement under Section 9.c.(2);

- (2) withholding all or part of monies not yet disbursed by OHA to Recipient;
- (3) initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief; or
- (4) exercise of its right of recovery of overpayments under Section 5. of this Exhibit B.

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

**c. Termination.**

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

**10. Insurance.**

All employers, including Recipient, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Recipient shall require subcontractors to maintain insurance as set forth in Exhibit C, which is attached hereto.

**11. Records Maintenance, Access.**

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

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

**12. Information Privacy/Security/Access.**

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

**13. Assignment of Agreement, Successors in Interest.**

- a. Recipient shall not assign or transfer its interest in this Agreement without prior written consent of OHA. Any such assignment or transfer, if approved, is subject to such conditions and provisions required by OHA. No approval by OHA of any assignment or transfer of interest shall be deemed to create any obligation of OHA in addition to those set forth in this Agreement.
- b. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties, their respective successors, and permitted assigns.

**14. Resolution of Disputes.**

The parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation. This Section shall survive expiration or termination of this Agreement.

**15. Subcontracts.**

Recipient shall not enter into any subcontracts for any part of the program supported by this Agreement without OHA's prior written consent. In addition to any other provisions OHA may require, Recipient shall include in any permitted subcontract under this Agreement provisions to ensure that OHA will receive the benefit of subcontractor activity(ies) as if the subcontractor were the Recipient with respect to Sections 1, 2, 3, 6, 7, 8, 10, 11, 12, 13, 15, 16, and 17 of this Exhibit B. OHA's consent to any subcontract shall not relieve Recipient of any of its duties or obligations under this Agreement.

**16. No Third Party Beneficiaries.**

OHA and Recipient are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons any greater than the rights and benefits enjoyed by the general public unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement. This Section shall survive expiration or termination of this Agreement.

**17. Severability.**

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

**18. Notice.**

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

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

This Section shall survive expiration or termination of this Agreement.

**19. Headings.**

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

**20. Amendments; Waiver; Consent.**

OHA may amend this Agreement to the extent provided herein, the solicitation document, if any from which this Agreement arose, and to the extent permitted by applicable statutes and administrative rules. No amendment, waiver, or other consent under this Agreement shall bind either party unless it is in writing and signed by both parties and when required, the Department of Justice. Such amendment, waiver, or consent shall be effective only in the specific instance and for the specific purpose given. The failure of either party to enforce any provision of this Agreement shall not constitute a waiver by that party of that or any other provision. This Section shall survive the expiration or termination of this Agreement.



**21. Merger Clause.**

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

**22. Limitation of Liabilities.**

NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT. NEITHER PARTY SHALL BE LIABLE FOR ANY DAMAGES OF ANY SORT ARISING SOLELY FROM THE TERMINATION OF THIS AGREEMENT OR ANY PART HEREOF IN ACCORDANCE WITH ITS TERMS.

## EXHIBIT C

### Insurance Requirements

**General Requirements.** Recipient shall require its first tier contractor(s) that are not units of local government as defined in ORS 190.003, if any, to: i) obtain insurance as specified in this Exhibit C and meeting all the requirements under this Exhibit C before the contractors perform under contracts between Recipient and the contractors (the "Subcontracts"), and ii) maintain the insurance in full force throughout the duration of the Subcontracts. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to OHA. Recipient shall not authorize contractors to begin work under the Subcontracts until the insurance is in full force. Thereafter, Recipient shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. Recipient shall incorporate appropriate provisions in the Subcontracts permitting it to enforce contractor compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. Examples of "reasonable steps" include issuing stop work orders (or the equivalent) until the insurance is in full force or terminating the Subcontracts as permitted by the Subcontracts, or pursuing legal action to enforce the insurance requirements. In no event shall Recipient permit a contractor to work under a Subcontract when the Recipient is aware that the contractor is not in compliance with the insurance requirements. As used in this section, a "first tier" contractor is a contractor with whom the Recipient directly enters into a contract. It does not include a subcontractor with whom the contractor enters into a contract.

1. **Workers' Compensation.** Insurance 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.
3. **Commercial General Liability:**  
 Required by OHA  Not required by OHA.
4. **Automobile Liability:**  
 Required by OHA  Not required by OHA.
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 contractor's activities to be performed under the Subcontract. Coverage must be primary and non-contributory with any other insurance and self-insurance.
6. **"Tail" Coverage.** If any of the required insurance policies is on a "claims made" basis, such as professional liability insurance, the 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 OHA may grant approval of the maximum "tail" coverage period reasonably available in the marketplace. If OHA approval is granted, the contractor shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.

7. **Notice of Cancellation or Change.** The 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).
8. **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.

## EXHIBIT D

### Required Federal Terms and Conditions

**General Applicability and Compliance.** Unless exempt under 45 Part 87 for Faith-Based Organizations (Federal Register, July 16, 2004, Volume 69, #136), or other federal provisions, Recipient shall comply and, as indicated, require all subcontractors to comply with the following federal requirements to the extent that they are applicable to this Agreement, to Recipient, or to the grant activities, or to any combination of the foregoing. For purposes of this Agreement, all references to federal and state laws are references to federal and state laws as they may be amended from time to time.

#### 1. **Miscellaneous Federal Provisions.**

Recipient shall comply and require all subcontractors to comply with all federal laws, regulations, and executive orders applicable to the Agreement or to the delivery of grant activities. Without limiting the generality of the foregoing, Recipient expressly agrees to comply and require all subcontractors to comply with the following laws, regulations and executive orders to the extent they are applicable to the Agreement: (a) Title VI and VII of the Civil Rights Act of 1964, as amended, (b) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, (c) the Americans with Disabilities Act of 1990, as amended, (d) Executive Order 11246, as amended, (e) the Health Insurance Portability and Accountability Act of 1996, as amended, (f) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended, (g) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, (h) all regulations and administrative rules established pursuant to the foregoing laws, (i) all other applicable requirements of federal civil rights and rehabilitation statutes, rules and regulations, and (j) all federal laws requiring reporting of OHA Client abuse. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated. No federal funds may be used to provide grant activities in violation of 42 U.S.C. 14402.

#### 2. **Equal Employment Opportunity.**

If this Agreement, including amendments, is for more than \$10,000, then Recipient shall comply and require all subcontractors to comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60).

#### 3. **Clean Air, Clean Water, EPA Regulations.**

If this Agreement, including amendments, exceeds \$100,000 then Recipient shall comply and require all subcontractors to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 7606), the Federal Water Pollution Control Act as amended (commonly known as the Clean Water Act) (33 U.S.C. 1251 to 1387), specifically including, but not limited to Section 508 (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (2 CFR Part 1532), which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to OHA, United States Department of Health and Human Services and the appropriate Regional Office of the Environmental Protection Agency. Recipient shall include and require all subcontractors to include in all contracts with subcontractors receiving more than \$100,000, language requiring the subcontractor to comply with the federal laws identified in this Section.

#### 4. **Energy Efficiency.**

Recipient shall comply and require all subcontractors to comply with applicable mandatory standards and policies relating to energy efficiency that are contained in the Oregon energy conservation plan issued in compliance with the Energy Policy and Conservation Act 42 U.S.C. 6201 et. seq. (Pub. L. 94-163).

5. **Truth in Lobbying.** By signing this Agreement, the Recipient certifies, to the best of the Recipient's knowledge and belief that:
- a. No federal appropriated funds have been paid or will be paid, by or on behalf of Recipient, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.
  - b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the Recipient shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
  - c. The Recipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients and subcontractors shall certify and disclose accordingly.
  - d. This certification is a material representation of fact upon which reliance was placed when this Agreement was made or entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
  - e. No part of any federal funds paid to Recipient under this Agreement shall be used other than for normal and recognized executive legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the United States Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government itself.
  - f. No part of any federal funds paid to Recipient under this Agreement shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the United States Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.
  - g. The prohibitions in subsections (e) and (f) of this Section shall include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.
  - h. No part of any federal funds paid to Recipient under this Agreement may be used for any activity that promotes the legalization of any drug or other substance included in schedule I of the schedules of controlled substances established under section 202 of the Controlled Substances Act except for normal and recognized executive congressional communications. This limitation

shall not apply when there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance of that federally sponsored clinical trials are being conducted to determine therapeutic advantage.

**6. Resource Conservation and Recovery.**

Recipient shall comply and require all subcontractors to comply with all mandatory standards and policies that relate to resource conservation and recovery pursuant to the Resource Conservation and Recovery Act (codified at 42 U.S.C. 6901 et. seq.). Section 6002 of that Act (codified at 42 U.S.C. 6962) requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by the Environmental Protection Agency. Current guidelines are set forth in 40 CFR Part 247.

**7. Audits.**

- a. Recipient shall comply, and require all subcontractors to comply, with applicable audit requirements and responsibilities set forth in this Agreement and applicable state or federal law.
- b. If Recipient expends \$500,000 or more in Federal funds (from all sources) in its fiscal year beginning prior to December 26, 2014, Recipient shall have a single organization-wide audit conducted in accordance with the Single Audit Act. If Recipient expends \$750,000 or more in federal funds (from all sources) in a fiscal year beginning on or after December 26, 2014, Recipient shall have a single organization-wide audit conducted in accordance with the provisions of 2 CFR Subtitle B with guidance at 2 CFR Part 200. Copies of all audits must be submitted to OHA within 30 days of completion. If Recipient expends less than \$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, Recipient is exempt from Federal audit requirements for that year. Records must be available as provided in Exhibit B, "Records Maintenance Access".

**8. Debarment and Suspension.**

Recipient shall not permit any person or entity to be a subcontractor if the person or entity is listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal Procurement or Nonprocurement Programs" in accordance with Executive Orders No. 12549 and No. 12689, "Debarment and Suspension" (See 2 CFR Part 180). This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory authority other than Executive Order No. 12549. Subcontractors with awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award.

**9. Drug-Free Workplace.**

Recipient shall comply and require all subcontractors to comply with the following provisions to maintain a drug-free workplace: (i) Recipient certifies that it will provide a drug-free workplace by publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, except as may be present in lawfully prescribed or over-the-counter medications, is prohibited in Recipient's workplace or while providing services to OHA Clients. Recipient's notice shall specify the actions that will be taken by Recipient against its employees for violation of such prohibitions; (ii) Establish a drug-free awareness program to inform its employees about: The dangers of drug abuse in the workplace, Recipient's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations; (iii) Provide each employee to be engaged in the performance of services under this Agreement a copy of the statement mentioned in paragraph (i) above; (iv) Notify each employee in the statement required by paragraph (i) above that, as a condition of employment to provide services under this Agreement, the employee will: abide by the

terms of the statement, and notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction; (v) Notify OHA within ten (10) days after receiving notice under subparagraph (iv) above from an employee or otherwise receiving actual notice of such conviction; (vi) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted as required by 41 U.S.C. 8104; (vii) Make a good-faith effort to continue a drug-free workplace through implementation of subparagraphs (i) through (vi) above; (viii) Require any subcontractor to comply with subparagraphs (i) through (vii) above; (ix) Neither Recipient, or any of Recipient's employees, officers, agents or subcontractors may provide any service required under this Agreement while under the influence of drugs. For purposes of this provision, "under the influence" means: observed abnormal behavior or impairments in mental or physical performance leading a reasonable person to believe the Recipient or Recipient's employee, officer, agent or subcontractor has used a controlled substance, prescription or non-prescription medication that impairs the Recipient or Recipient's employee, officer, agent or subcontractor's performance of essential job function or creates a direct threat to OHA Clients or others. Examples of abnormal behavior include, but are not limited to: hallucinations, paranoia or violent outbursts. Examples of impairments in physical or mental performance include, but are not limited to: slurred speech, difficulty walking or performing job activities; and (x) Violation of any provision of this subsection may result in termination of this Agreement.

**10. Pro-Children Act.**

Recipient shall comply and require all subcontractors to comply with the Pro-Children Act of 1994 (codified at 20 U.S.C. 6081 et. seq.).

**11. Medicaid Services.**

Recipient shall comply with all applicable federal and state laws and regulation pertaining to the provision of Medicaid Services under the Medicaid Act, Title XIX, 42 U.S.C. 1396 et. seq., including without limitation:

- a. Keep such records as are necessary to fully disclose the extent of the services provided to individuals receiving Medicaid assistance and shall furnish such information to any state or federal agency responsible for administering the Medicaid program regarding any payments claimed by such person or institution for providing Medicaid Services as the state or federal agency may from time to time request. 42 U.S.C. 1396a (a)(27); 42 CFR Part 431.107(b)(1) & (2).
- b. Comply with all disclosure requirements of 42 CFR Part 1002.3(a) and 42 CFR Part 455 Subpart (B).
- c. Maintain written notices and procedures respecting advance directives in compliance with 42 U.S.C. 1396(a)(57) and (w), 42 CFR Part 431.107(b)(4), and 42 CFR Part 489 Subpart I.
- d. Certify when submitting any claim for the provision of Medicaid Services that the information submitted is true, accurate and complete. Recipient shall acknowledge Recipient's understanding that payment of the claim will be from federal and state funds and that any falsification or concealment of a material fact may be prosecuted under federal and state laws.
- e. Entities receiving \$5 million or more annually (under this Agreement and any other Medicaid contract) for furnishing Medicaid health care items or services shall, as a condition of receiving such payments, adopt written fraud, waste and abuse policies and procedures and inform employees, contractors and agents about the policies and procedures in compliance with Section 6032 of the Deficit Reduction Act of 2005, 42 U.S.C. 1396a(a)(68).

**12. Agency-based Voter Registration.**

If applicable, Recipient shall comply with the Agency-based Voter Registration sections of the National Voter Registration Act of 1993 that require voter registration opportunities be offered where an individual may apply for or receive an application for public assistance.

**13. Disclosure.**

- a. 42 CFR Part 455.104 requires the State Medicaid agency to obtain the following information from any provider of Medicaid or CHIP services, including fiscal agents of providers and managed care entities: (1) the name and address (including the primary business address, every business location and P.O. Box address) of any person (individual or corporation) with an ownership or control interest in the provider, fiscal agent or managed care entity; (2) in the case of an individual, the date of birth and Social Security Number, or, in the case of a corporation, the tax identification number of the entity, with an ownership interest in the provider, fiscal agent or managed care entity or of any subcontractor in which the provider, fiscal agent or managed care entity has a 5% or more interest; (3) whether the person (individual or corporation) with an ownership or control interest in the provider, fiscal agent or managed care entity is related to another person with ownership or control interest in the provider, fiscal agent or managed care entity as a spouse, parent, child or sibling, or whether the person (individual or corporation) with an ownership or control interest in any subcontractor in which the provider, fiscal agent or managed care entity has a 5% or more interest is related to another person with ownership or control interest in the provider, fiscal agent or managed care entity as a spouse, parent, child or sibling; (4) the name of any other provider, fiscal agent or managed care entity in which an owner of the provider, fiscal agent or managed care entity has an ownership or control interest; and, (5) the name, address, date of birth and Social Security Number of any managing employee of the provider, fiscal agent or managed care entity.
- b. 42 CFR Part 455.434 requires as a condition of enrollment as a Medicaid or CHIP provider, to consent to criminal background checks, including fingerprinting when required to do so under state law, or by the category of the provider based on risk of fraud, waste and abuse under federal law.
- c. As such, a provider must disclose any person with a 5% or greater direct or indirect ownership interest in the provider whom has been convicted of a criminal offense related to that person's involvement with the Medicare, Medicaid, or Title XXI program in the last 10 years.
- d. Recipient shall make the disclosures required by this Section to OHA. OHA reserves the right to take such action required by law, or where OHA has discretion, it deems appropriate, based on the information received (or the failure to receive information) from the provider, fiscal agent or managed care entity.

**14. Federal Intellectual Property Rights Notice.**

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

- a. The federal funding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work, and to authorize others to do so, for Federal Government purposes with respect to:



- (1) The copyright in any work developed under a grant, subgrant or contract under a grant or subgrant; and
  - (2) Any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support.
- b.** The parties are subject to applicable federal regulations governing patents and inventions, including government-wide regulations issued by the Department of Commerce at 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements.”
  - c.** The parties are subject to applicable requirements and regulations of the federal funding agency regarding rights in data first produced under a grant, subgrant or contract under a grant or subgrant.

**EXHIBIT F**

**Information Required by 2 CFR Subtitle B with guidance at 2 CFR Part 200**

1. Federal Award Identification: **5 NU90TP000544-05-00**
2. Recipient Name: **State of Oregon Department of Human Services**
3. Recipient's Unique Entity Identifier (i.e. DUNS number): **878144021**
4. Federal Award Identification Number (FAIN): **5 NU90TP000544-05-00**
5. Federal Award Date: **June 23, 2016**
6. Period of Performance Start and End Date: From: **July 1, 2016** To: **June 30, 2017**.
7. Amount of Federal Award: **\$2,580,105.00**
  - a. Federal Award Project Description: **National Bioterrorism Hospital Preparedness Program**
  - b. Name of Federal Awarding Agency: **Centers for Disease Control and Prevention**
  - c. Contact Information for Awarding Official:  
**Shicann Phillips, Grants Management Officer**  
**1825 Century Center Blvd. MS E-85**  
**Atlanta, GA 30345**  
**Email: [IBQ7@cdc.gov](mailto:IBQ7@cdc.gov) Phone: 404.498.3013**
  - d. Indirect Cost Rate: **17.45%**  
CFDA Number and Name: **93.889 – National Bioterrorism Hospital Preparedness Program**  
Amount: **\$2,580,105.00**
8. Total Amount of Federal Funds Obligated to Recipient: **\$34,117.00**
9. Is Award Research and Development?  Yes  No



# AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

1. TITLE OF AGENDA ITEM: Supplemental Budget Request

2. ISSUES, BACKGROUND, AND DISCUSSION:

The Department of Human Services (DHS) and Oregon Health Authority (OHA) had historically paid the County Mental Health Provider, Community Counseling Solutions (CCS), directly for services. The IGA #147799, effective July 1, 2015 through June 30, 2017 required the mental health service revenue to be passed-thru Morrow County and distributed to CCS. The current fiscal year budget 2016-2017 did not anticipate the material increase in revenue and expenditures required for the IGA pass-thru.

The supplemental budget would authorize an increase in special payments by General Fund, Non Departmental of \$769,504 due to an increase at the state level. This modification allows Morrow County to pass these funds through to the mental health provider (CCS). Special Payments a total of \$1,519,504 for a total increase in appropriation of \$769,504. Total Morrow County adopted budget are now \$35,505,685 of which \$4,397,808 is unappropriated ending fund balance.

3. OPTIONS:

Options available to the Board of Commissioners include:

1. Move to approve Resolution No. R-2017-12 as written;
2. Direct staff to make amendments to the resolution (specify) and return for adoption at a future meeting;
3. Take no action;
4. Other.

4. FISCAL IMPACT:

Increase General Fund, Non-Departmental revenue and expenditure appropriations in the amount of \$769,504.

5. STAFF RECOMMENDATIONS:

Staff recommends that the Board of Commissioners discuss this matter and consider one of the following options listed below.

6. SUGGESTED ACTION(S) / MOTION(S): After considerations, the board of Commissioners options include the following:

1. Move to approve Resolution No. R-2017-12 as written;
2. Direct staff to make amendments to the resolution (specify) and return for adoption at a future meeting;
3. Take no action;
4. Other.

Routing: Original or copies of signed contract or document should be sent to the following:

- |   |   |
|---|---|
| <input type="checkbox"/> Clerk (Original for recording)         | <input type="checkbox"/> Finance Department (Copy for file) |
| <input type="checkbox"/> Board of Commissioners (Copy for file) | <input type="checkbox"/> Department – For distribution      |
| <input type="checkbox"/> Other _____                            |   |

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

IN THE MATTER OF )  
 APPROPRIATIONS FOR FISCAL ) RESOLUTION NO. R-2017-12  
 YEAR BEGINNING JULY 1, 2016 )

BE IT RESOLVED that the amounts shown below are hereby appropriated for the fiscal year beginning July 1, 2016, for the following purposes:

FUND:		General Fund	
Resource	Amount	Expenditure	Amount
1 Grant Revenue	\$769,504	1 Special Payments	\$769,504
<b>Revised Total Resources</b>	<b>\$14,068,246</b>	<b>Revised Total Requirements</b>	<b>\$14,068,246</b>
		<b>Total APPROPRIATIONS, All Funds</b>	<b>\$ 31,107,877</b>
		<b>Total Unappropriation and Reserve Amounts, All Funds</b>	<b>\$ 4,397,808</b>
		<b>TOTAL ADOPTED BUDGET</b>	<b>\$ 35,505,685</b>

Dated this 19<sup>th</sup> day of April, 2017.

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

\_\_\_\_\_  
 Melissa Lindsay, Chair

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

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

Attest:

\_\_\_\_\_  
 Bobbi Childers, County Clerk

Approved as to Form:

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

FORM LB-1

NOTICE OF BUDGET HEARING

A public meeting of the Morrow County Court (governing body) will be held on June 1, 2016 at 10:30 am at the County Court meeting room at the Morrow County, Bartholomew Building in Heppner, Oregon. The purpose of this meeting is to discuss the budget for the fiscal year beginning July 1, 2016 as approved by the Morrow County Budget Committee. A summary of the budget is presented below. A copy of the budget may be inspected or obtained at the Morrow County Courthouse located at 100 Court St. Heppner, OR between the hours of 8:00 a.m. and 5:00 p.m. This budget is for an annual budget period. This budget was prepared on a basis of accounting that is the same as the preceding year. If different, the major changes and their effect on the budget are: *None*

Contact: Terry Tallman

Telephone: (541) 676-5624

Email: ttallman@morrow.or.us

FINANCIAL SUMMARY - RESOURCES			
TOTAL OF ALL FUNDS	Actual Amount 2014-15	Adopted Budget This Year 2015-16	Proposed Budget Next Year 2016-17
Beginning Fund Balance/Not Working Capital	9,408,636	8,027,001	9,880,912
Fees, Licenses, Permits, Fines, Assessments & Other Service Charges	5,130,463	4,372,538	4,451,132
Federal, State and All Other Grants, Gifts, Allocations and Donations	5,104,040	7,062,547	6,735,455
Revenue from Bonds and Other Debt	1,100,000	1,320,000	-
Interfund Transfers / Internal Service Reimbursements	4,460,816	4,063,507	5,269,014
All Other Resources Except Property Taxes	307,345	224,575	231,129
Property Taxes Estimated to be Received	6,824,003	6,339,098	8,168,539
<b>Total Resources</b>	<b>32,335,303</b>	<b>31,409,266</b>	<b>34,736,181</b>

FINANCIAL SUMMARY - REQUIREMENTS BY OBJECT CLASSIFICATION			
Personnel Services	8,185,002	8,147,150	10,228,692
Materials and Services	5,632,102	8,349,302	9,331,661
Capital Outlay	3,945,621	5,023,700	3,722,320
Debt Service	3,828	-	394,000
Interfund Transfers	4,401,790	4,089,457	5,169,014
Contingencies	-	173,865	205,385
Special Payments	632,157	1,781,625	1,287,301
Unappropriated Ending Balance and Reserved for Future Expenditure	9,534,805	2,864,167	4,397,808
<b>Total Requirements</b>	<b>32,335,303</b>	<b>31,409,266</b>	<b>34,736,181</b>

FINANCIAL SUMMARY - REQUIREMENTS BY ORGANIZATIONAL UNIT OR PROGRAM *			
Name of Organizational Unit or Program FTE for that unit or program			
Name County Court	392,371	597,252	626,309
FTE	3	3	3
Name County Accountant	264,940	285,131	299,880
FTE	3	3	3
Name County Assessor/Tax Collector	562,485	634,212	748,414
FTE	6	6	7
Name County Treasurer	100,858	109,665	116,768
FTE	1	1	1
Name County Clerk	266,375	294,601	312,285
FTE	3	3	3
Name Veterans	55,354	57,757	63,711
FTE	1	1	1
Name Board of Equalization	2,392	2,978	2,755
FTE	-	-	-
Name Justice Court	214,521	298,357	258,369
FTE	2	3	3
Name District Attorney	316,770	388,073	358,280
FTE	3	3	3
Name Juvenile	313,364	313,640	386,795
FTE	3	3	3
Name Sheriff	2,895,673	3,285,478	3,648,380
FTE	23	24	26
Name Health	1,140,563	1,192,658	1,447,490
FTE	9	11	12
Name Planning	241,337	432,176	428,056
FTE	3	3	3
Name Emergency Management	30,126	44,158	48,403
FTE	-	-	-
Name Surveyor	8,211	6,840	39,640
FTE	-	-	-
Name Museum	10,300	11,000	11,000
FTE	-	-	-
Name Public Works Administration	67,738	57,245	61,963
FTE	-	-	-
Name Public Works General Maintenance	315,480	406,749	501,984
FTE	1	1	2
Name Solid Waste Transfer Station - North	32,686	30,347	34,501
FTE	-	-	-
Name Solid Waste Transfer Station - South	51,581	41,576	41,151
FTE	-	-	-

Name Transfers to Other Funds	1,404,324	926,500	1,822,000
FTE	-	-	-
Name Computer	128,006	123,000	141,000
FTE	-	-	-
Name Weed Dept.	-	165,036	139,176
FTE	-	1	1
Name Heritage Trail	17,754	17,575	17,485
FTE	-	-	-
Name Road Equipment Reserve	345,277	260,200	512,900
FTE	-	-	-
Name Road	5,018,934	6,091,319	6,910,100
FTE	21	21	21
Name Capital Equipment	36,688	60,000	69,000
FTE	-	-	-
Name Weed	230,058	-	-
FTE	2	-	-
Name Finley Buttes Trust	1,339,338	1,309,035	1,530,000
FTE	-	-	-
Name Commission on Children & Families	65,449	-	-
FTE	-	-	-
Name Airport	117,956	41,805	37,090
FTE	-	-	-
Name Law Library	44,884	39,880	39,980
FTE	-	-	-
Name 911 Emergency	628,180	504,466	339,858
FTE	4	4	4
Name Surveyor Preservation	222,255	230,550	218,450
FTE	-	-	-
Name Finley Buttes License Fees	1,503,702	1,499,179	1,300,600
FTE	-	-	-
Name County School	158,899	148,508	171,813
FTE	-	-	-
Name Ione School	13,995	14,830	13,281
FTE	-	-	-
Name Fair	196,157	214,113	220,243
FTE	1	1	1
Name Computer Reserve	31,127	51,180	52,700
FTE	-	-	-
Name Special Transportation	86,679	181,360	220,250
FTE	-	-	-
Name Programming Reserve	18,227	38,235	53,500
FTE	-	-	-
Name Enforcement	23,346	24,590	25,100
FTE	-	-	-
Name Video Lottery Economic Development	72,145	73,270	88,670
FTE	-	-	-
Name Victims/Witness Assistance	81,050	82,614	112,670
FTE	1	1	1
Name Willow Creek Wind Fees	52,843	46,050	49,170
FTE	-	-	-
Name CAMI Grant	88,107	84,074	27,875
FTE	-	-	-
Weed Equipment Reserve	-	30,944	36,094
FTE	-	-	-
Name STF Vehicle Reserve	177,051	201,500	185,525
FTE	-	-	-
Name Fair Roof Reserve	13,245	15,245	17,565
FTE	-	-	-
Name Heppner Admin. Building	2,288,756	1,520,000	394,000
FTE	-	-	-
Name Safety Committee	21,288	27,080	26,360
FTE	-	-	-
Name Bleacher Reserve	39,930	40,130	40,350
FTE	-	-	-
Name Rodeo	84,444	91,020	121,810
FTE	-	-	-
Name Justice Court Bails/Fines	375,035	320,000	343,000
FTE	-	-	-
Name Clerk's Records	11,781	5,000	14,780
FTE	-	-	-
Name DUII Impact	27,826	24,700	25,625
FTE	-	-	-
Name Fair Improvement Reserve	13,999	11,520	5,535
FTE	-	-	-
Name Building Permit	378,039	387,100	481,250
FTE	-	-	-
Name Cutsforth Park	403,901	504,750	486,771
FTE	-	-	-

Name Anson Wright Park	70,549	70,089	43,136
FTE	-	-	-
Name ATV Park	597,812	485,150	571,920
FTE	2	2	2
Name Equily	612,235	18,500	17,550
FTE	-	-	-
Name Building Reserve	112,313	160,250	206,100
FTE	-	-	-
Name Liquor Control	799	804	810
FTE	-	-	-
Name Water Planning	1,350	21,350	5,000
FTE	-	-	-
Name Forest Service Fund	75,157	59,200	64,500
FTE	-	-	-
Name Court Security	143,725	140,650	143,625
FTE	-	-	-
Name Echo Wind Fees	45,356	40,500	114,600
FTE	-	-	-
Name Shepherds Flat Fees	1,963,224	1,593,870	1,753,800
FTE	-	-	-
Name STO Operating	33,451	94,900	102,450
FTE	-	-	-
Name Community Corrections	443,893	463,955	511,908
FTE	3	3	3
Non-Departmental / Non-Program	5,091,629	4,364,009	5,495,082
FTE	-	-	-
Total Requirements	32,335,303	31,409,266	34,736,181
Total FTE	95	96	102

**STATEMENT OF CHANGES IN ACTIVITIES and SOURCES OF FINANCING \***

For the upcoming 2016 - 2017 Budget Year it is anticipated that property tax revenues will be higher than usual. This looks to be a short term (1- year) inflation as it is primarily due to the Cary 1 project running behind schedule resulting in significant value on the tax roll for the fiscal year, prior to starting the SIP agreement for the following fiscal year (17-18). The proposed budget has a higher operating cost as a whole than last fiscal year, however there is a significant decrease in capital outlay expenditures over the prior year due to the new Administrative Building project finishing up in the 2015 - 2016 fiscal year. As in the past, Road funding has continued to be a challenge. The 2015 - 2016 Budget Year utilizes various revenue sources to transfer \$4,113,000 in to the Road fund to aid in Road funding. These funds are made up primarily of Finley Bultes License Fees, SIP and unrestricted General Fund monies. Morrow County continues to invest heavily in it's infrastructure and ability to both maintain and increase it's

**PROPERTY TAX LEVIES**

	Rate or Amount Imposed	Rate or Amount Imposed	Rate or Amount Approved
Permanent Rate Levy (rate limit 4.1347 per \$1,000)	4.13470	4.13470	4.13470
Local Option Levy	-	-	-
Levy For General Obligation Bonds	-	-	-

**STATEMENT OF INDEBTEDNESS**

LONG TERM DEBT	Estimated Debt Outstanding on July 1.	Estimated Debt Authorized, But Not Incurred on July 1
General Obligation Bonds	-	-
Other Bonds	-	-
Other Borrowings - Capital Leases	510,572	-
Other Borrowings - Construction Loan	2,500,000	-
Total	3,010,572	-



**NOTICE OF SUPPLEMENTAL BUDGET HEARING**

\* For supplemental budgets proposing a change in any fund's expenditures by more than 10 percent.

A public hearing on a proposed supplemental budget for Morrow County, Oregon for the fiscal year July 1, 2014 to June 30, 2017, will be held at the Port of Morrow Building, 2 Marine Drive Boardman, Oregon 97818.

The hearing will take place on April 19, 2017 at 9:00 AM

The purpose of the hearing is to discuss the supplemental budget with interested persons. A copy of the supplemental budget document may be inspected or obtained on or after April 14, 2017 at

Morrow Co. Finance Department 110 N. Court St. Heppner, OR, between the hours of 8:00 AM

AM  
 PM and 5:00 PM  AM  
 PM

**SUMMARY OF SUPPLEMENTAL BUDGET**  
 PUBLISH ONLY THOSE FUNDS BEING MODIFIED MORE THAN 10 PERCENT

**FUND:**

		General Fund	
Resource	Amount	Expenditure	Amount
1 Grant Revenue	\$769,504	1 Special Payments	\$769,504
2		2	
3		3	
	<b>Revised Total Resources</b>	<b>Revised Total Requirements</b>	
	\$14,068,246	\$14,068,246	

**Comments:**

Authorizes additional special payments by General Fund - Non Departmental of \$769,504 due to an increase at the state level. Previously the OHA R-Base Additions and Mental Health allotment funding was provided directly to the County's Mental Health Services provider, those funds are now required to pass through the County. This modification allows Morrow Co. to pass these funds through to the providing entity. Special Payments a total of \$1,519,504 for a total increase in appropriations of \$769,504. Total requirements for the County General Fund are now \$17,012,402 of which \$2,981,558 is unappropriated ending fund balance.



# AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

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1. TITLE OF AGENDA ITEM: Letter of Support – Multi-Use Park in Heppner

2. ISSUES, BACKGROUND, AND DISCUSSION:

The Willow Creek Park District requested a letter in support of its grant application to the Oregon Parks and Recreation Department for a multi-use sports park. It would be located near the swimming pool and basketball court.

3. OPTIONS:

1. Sign letter as presented
2. Request changes to the letter. Staff can make the changes during the lunch break and generate a version for review and signature
3. Do not sign the letter of support

4. FISCAL IMPACT:

The letter as written does not commit Morrow County to financial support of this project. As background, please see the attached Morrow County Court Minutes of October 26, 2016 where the proposal to develop this property was presented.

5. STAFF RECOMMENDATIONS:

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

The Board may make a motion to sign the letter in support of the Willow Creek Park District's grant application to the Oregon Department of Parks and Recreation for a Multi-Use Park in Heppner.

- Attach additional background documentation as needed.

Routing: Original or copies of signed contract or document should be sent to the following:

- |   |   |
|---|---|
| <input type="checkbox"/> Clerk (Original for recording)         | <input type="checkbox"/> Finance Department (Copy for file) |
| <input type="checkbox"/> Board of Commissioners (Copy for file) | <input type="checkbox"/> Department – For distribution      |
| <input type="checkbox"/> Other _____                            |   |

**Morrow County Court**  
**October 26, 2016**  
**Heppner, Oregon**  
**Bartholomew Building Upper Conference Room**

**Present**

Judge Terry Tallman  
Commissioner Leann Rea  
Jerry Sorte, Administrative Officer  
Karen Wolff, Human Resources Director  
Justin Nelson, District Attorney/County Counsel  
Roberta Lutcher, Court Executive Assistant  
Melissa Lindsay, Judge-Elect  
Jim Doherty, Commissioner-Elect

**Excused**

Commissioner Don Russell

**Audience**

David Sykes, Heppner Gazette-Times

**Call to Order:** 9:03 a.m., followed by pledge of allegiance.

**City and Citizen Comments:** No comments

**Open Agenda:** No items

**Proposal to Develop Property to the North of the Agriculture Museum**

Kim Cutsforth, Heppner City Manager  
Skip Matthews, Willow Creek Park District  
Larry Mills, Agriculture Museum Board Secretary/Treasurer  
The Willow Creek Park District received funding from the Howard and Beth Bryant Foundation for improvements to the vacant areas near the basketball court on Riverside Avenue. The improvement project is in partnership with Morrow County School District (MCSD) and includes a circuit training area, mixed sports court, and a restroom. The request from the Park District to the County Court is to allow a lot line adjustment for the property between the basketball court and Riverside Avenue, which would then allow the Park District to own the property and make the capital improvements. In addition, the budget includes funding to improve the open area between the basketball court and the Agriculture Museum by converting it to irrigated grass. The area will be maintained by the Park District until such time as the Museum is ready to begin development.

Commissioner Rea recapped the requested action as being a lot line adjustment that gives the 171'x75'x215'x107' piece of property to the Park District and in return, they will maintain the

entire 14,475 square foot property until such time as the museum may want to develop part of the property. Discussion. Mr. Sorte said the County will work out the technical details of the process once the City of Heppner supplies the legal documents. After that, it will be back before the Court for review and discussion, he added. Ms. Cutsforth said she would forward them as soon as possible since she would like to put the project out to bid in January and start construction in March.

*Commissioner Rea moved to approve the Application for a Lot Line Adjustment, with the details to follow. Judge Tallman seconded. Unanimous approval.*

Mr. Mills requested the Court give tentative approval for improvements to the open area between the Agriculture Museum and the basketball court.

*Commissioner Rea moved to develop an agreement between Morrow County and Willow Creek Park District for improvements to the property between the basketball court and the Agriculture Museum, with the understanding the Agriculture Museum is within its rights if it chooses to develop what property they need for future expansion. Judge Tallman seconded. Unanimous approval.*

#### **New Business**

##### Review Results of Request for Proposals (RFP) for a Cutsforth Park Visitor Center with Restroom and Shower Facilities, and Award Bid

Greg Close, Parks General Manager

Mr. Close discussed the RFP process that resulted in one bid being submitted for the project. He said the proposal went through the usual review panel and scoring process and Public Works now recommends awarding to Wilson Construction Services, LLC. Mr. Close said Rod Wilson has performed work for Public Works in the past and he is very capable.

Mr. Close explained Public Works received a grant in the amount of \$153,000 to cover the project but Mr. Wilson's bid is \$162,700. To make up the difference, Mr. Close said Public Works employees will demolish the old structure. This will also qualify as an in-kind match for the grant, he said.

*Commissioner Rea moved to award the Cutsforth Campground Improvement Project (Visitor Center with Restroom and Shower Facilities) to Wilson Construction Services, LLC, based on the grant amount of \$153,000. Judge Tallman seconded. Unanimous approval.*

##### Purchasing Pre-Authorization Request for County Website Services

Jerry Sorte, Administrative Officer

Mr. Sorte explained he collected three proposals from website providers and a staff workgroup recommended awarding to Aha Consulting, Inc. from Lake Oswego, Oregon.

Multi Use Park  
480 Riverside Dr.  
Heppner, Or

I began this project last fall when I was approached by HHS Mr. Grant asking if there was a way to develop a park that the entire community could use to exercise and meet. I approached the Park District to see if they would spearhead this effort and they felt it was a good fit. The County agreed to the use of the land in front of the pool and next to the basketball court. The Foundation approached Ferguson Engineering to survey and engineer the park. They have provided an engineering estimate. And preliminary plans. The site has been surveyed and staked for sub grade work and for a lot line adjustment.

I have asked Bill Kuhn to prepare intergovernmental agreements for the county and the park district. Those are in process and will be ready for your review.

I have written and received grants from the Good Sheppard foundation and the Wild Horse Foundation. I am in the process of completing a grant to submit to the Oregon Parks Department.

We will not begin construction until the fall as we missed a window for landscaping and cannot have the area next to the pool under construction and in loose soil during the pool season. However, we believe that we can work on the exercise circuit area and the sport court areas during this time. Also, we will be paving. The addition of the rest room and level grass area will begin in Early September and should be completed within 60 days.

I appreciate your support.

Sincerely,

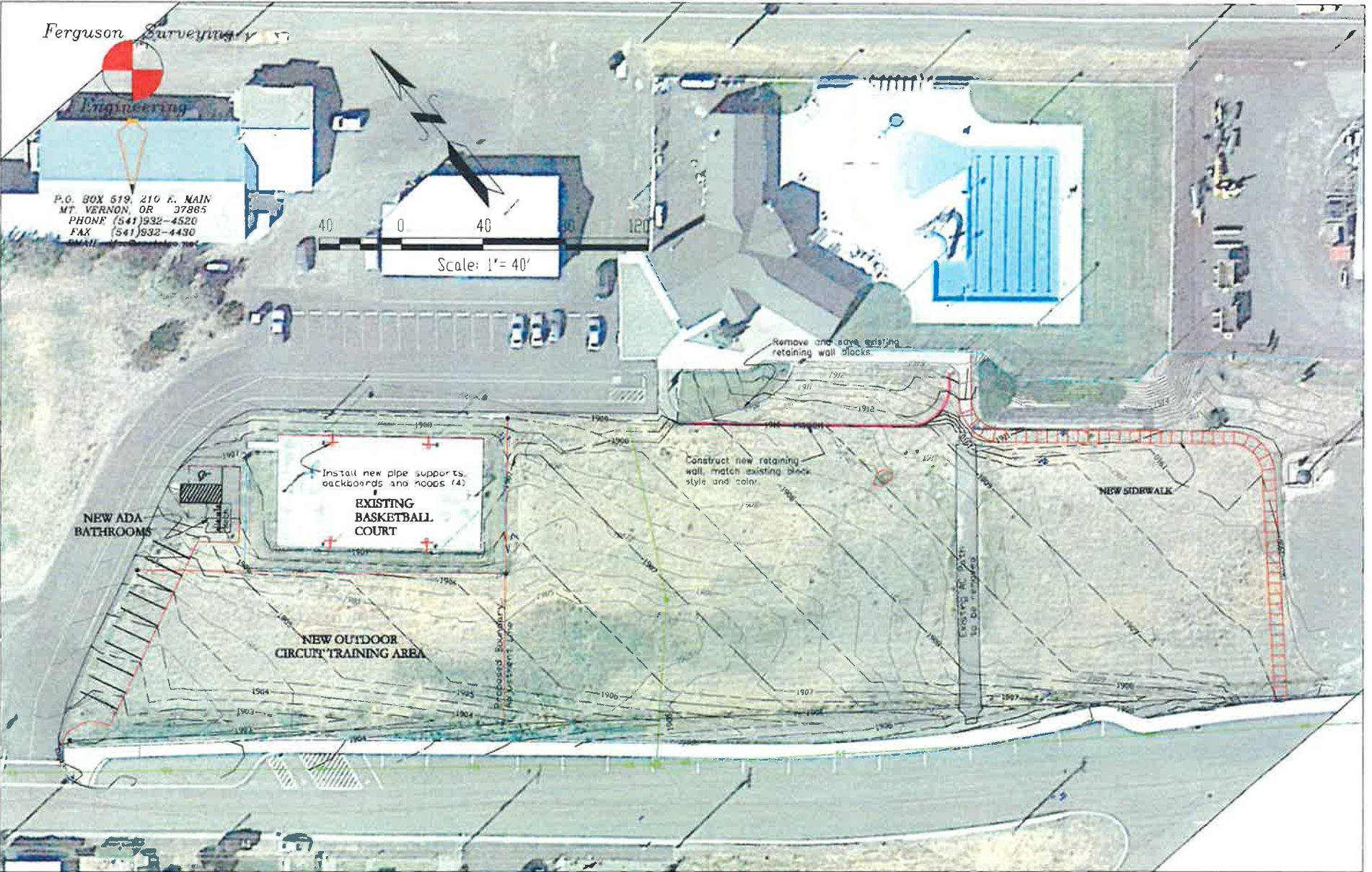
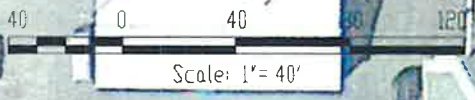


Kim Cutsforth  
The Howard and Beth Bryant Foundation

Ferguson Surveying & Engineering



P.O. BOX 519, 210 E. MAIN  
MT VERNON, OR 97885  
PHONE (541) 932-4520  
FAX (541) 932-4430  
EMAIL: info@ferguson.net



Install new pipe supports,  
backboards and hoops (4)  
**EXISTING BASKETBALL COURT**

**NEW ADA BATHROOMS**

**NEW OUTDOOR CIRCUIT TRAINING AREA**

Remove and save existing retaining wall blocks.  
Construct new retaining wall, match existing block style and color.

**NEW SIDEWALK**

Proposed Boundary  
No Vestment Line

EXISTING RETAINING WALL TO BE REINFORCED

April 19, 2017

Mark Cowan, Grant Program Coordinator  
Oregon Parks and Recreation Department  
Local Government Grants  
725 Summer St. N.E., Suite C  
Salem, OR 97301

Re: Grant Request from Willow Creek Park District

Dear Mr. Cowan,

The Morrow County Board of Commissioners supports the proposed multi-use park in Heppner, Oregon. This facility will be a great addition to the Heppner community and will promote physical activity while offering diverse options to users. The multi-use playing fields, circuit training equipment, mixed-use sports court, and the addition of restrooms and picnic areas will provide community members and visitors a venue where they can spend quality time as families or to meet and hold classes or other special events.

The Morrow County Board of Commissioners encourages you to award a grant for this project.

Sincerely,

Melissa Lindsay  
Chair

Don Russell  
Commissioner

Jim Doherty  
Commissioner





AGENDA ITEM COVER SHEET
Morrow County Board of Commissioners
(Page 1 of 3)

Item #
4j

This document must be completed for each agenda item submitted for consideration by the Board of Commissioners.

Staff Contact: Anita Pranger
(Ext):

Phone Number 541-676-5667

Department: The Loop Morrow Co Transportation
Person Attending BOC Meeting
(REQUIRED):

Requested Agenda Date: April 19, 2017

Anita Pranger

Short Title of Agenda Item: 2017-2019 STF Agreement

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
Discussion Only
Discussion & Action
Estimated Time:
Department Report
Other:

N/A

For Contracts and Agreements Only

Contractor/Entity: State of Oregon Rail and Public Transit Division
Contractor/Entity Address: 555 13th St N.E. Salem, OR 97301-4179
Effective Dates - From: July 1, 2017 Through: June 30, 2019
Total Contract Amount: \$134,000.00 Budget Line: 216
Does the contract amount exceed \$5,000? X Yes No
If Yes, Attach Purchase Pre-Authorization Request if Applicable

Reviewed By:

Anita Pranger April 6, 2017 Department Head Required for all BOC meetings
Admin. Officer/BOC Office Required for all BOC meetings
County Counsel Required for all legal documents
Finance Office Required for all contracts; Other items as appropriate.

Note: All entities must sign documents before they are presented to the Board of Commissioners. Original documents are preferred. Agenda requests, including this completed form and supporting documents, must be received by the Board's office by Noon on the Friday prior to the Board of Commissioners Wednesday meeting. County Counsel and Finance review is required for all contracts.

**AGENDA ITEM COVER SHEET**  
**Morrow County Board of Commissioners**  
**(Page 2 of 3)**

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\_\_\_\_\_ Human Resources                      If appropriate  
*DATE*

# AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 3 of 3)

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1. **TITLE OF AGENDA ITEM:** 2017-2019 STF AGREEMENT

2. **ISSUES, BACKGROUND, AND DISCUSSION:**

This is one of two grants that The Loop Morrow County Transportation receives for funding. This grant is provided by the State of Oregon Rail and Public Transit Division. There is **no** match attached to this grant.

3. **OPTIONS:**

4. **FISCAL IMPACT:**

NONE

5. **STAFF RECOMMENDATIONS:**

As The Loop Morrow County Transportations coordinator I recommend signing this agreement to continue transportation services in Morrow County.

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

Board of Commissioners please make a motion to approve this agreement and to sign.

- Attach additional background documentation as needed.

Routing: Original or copies of signed contract or document should be sent to the following:

- |   |   |
|---|---|
| <input type="checkbox"/> Clerk (Original for recording)         | <input type="checkbox"/> Finance Department (Copy for file) |
| <input type="checkbox"/> Board of Commissioners (Copy for file) | <input type="checkbox"/> Department – For distribution      |
| <input type="checkbox"/> Other _____                            |   |

## RAIL AND PUBLIC TRANSIT DIVISION OREGON DEPARTMENT OF TRANSPORTATION

This Agreement is made and entered into by and between the **State of Oregon**, acting by and through its Department of Transportation, Rail and Public Transit Division, hereinafter referred to as "State," and **Morrow County**, hereinafter referred to as "Recipient," and collectively referred to as the "Parties." Recipient is an "STF Agency" as that term is defined in OAR 732-005-0010.

### AGREEMENT

1. **Effective Date.** This Agreement shall become effective on the later of **July 1, 2017** or the date when this Agreement is fully executed and approved as required by applicable law. Unless otherwise terminated, available funds under this Agreement shall be disbursed in accordance with ORS 391 and OAR 732. State's obligation to disburse funds under this Agreement shall end as provided in Section 6.a. 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: Insurance Requirements**

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

3. **Project Cost; Funds.** State shall provide Recipient funds in an amount not to exceed **\$134,000.00**. Recipient acknowledges and agrees that State may change the amount of funds available under this Agreement, based on availability of funds and other factors as determined by State, upon notification to Recipient in accordance with Section 11.g of this agreement. State and Recipient agree that in no event shall the amount State provides to Recipient be less than the Minimum Allocation determined as provided in OAR 732-010-0010.
4. **Project.** Funds shall be used solely for the Project described in Exhibit A and shall not be used for any other purpose. No funds will be disbursed for any changes to the Project unless such changes are approved by State by amendment pursuant to Section 11.d hereof.
5. **Progress Reports.** Recipient shall submit quarterly progress reports to State no later than 45 days after the close of each quarterly reporting period. Reporting periods are July through September, October through December, January through March, and April through June. Reports must be in a format acceptable to State and must be entered into the Oregon Public Transit Information System (OPTIS), which may be accessed at <http://www.oregon.gov/odot/pt/>. If Recipient is unable to access OPTIS, reports must be sent 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 Funds.**
  - a. State shall make quarterly installment payments to Recipient within 30 days of the beginning of each calendar quarter described in Section 5. State shall determine the amount of each quarterly payment based on the funds stated in Section 3 divided by the number of calendar quarters for which payments are scheduled to be made, with any adjustments as may be determined by State if funds are adjusted as provided in Section 3.
  - b. **Conditions Precedent to Disbursement.** State's obligation to disburse 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.
  - 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. All funds previously disbursed have been used in accordance with OAR Chapter 732.
  - v. Any audit findings relating to Recipient's use of funds under this Agreement or any other agreement with State have been resolved.
- c. **Recovery of 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 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 any 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 by any state or federal agency 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 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 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 funds were expended.
- d. **Audit Requirements.**
  - i. Recipient shall, at Recipient's own expense, submit to State, Public Transit Division, 555 13th Street NE, Suite 3, Salem, Oregon, 97301-4179 or to ODOTPTDreporting@odot.state.or.us, a copy of, or electronic link to, any annual audit covering the funds expended under this Agreement by Recipient or a party to any subagreement with Recipient, as well as 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. **Subagreement indemnity; insurance.**
- c. ***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.

- 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.

## 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. Upon notification to State of its desire to withdraw from eligibility to receive the

- ii. If 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. **Reserved.**
- 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 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. 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.

- i. **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. 32014

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

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

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

**SIGNATURE PAGE TO FOLLOW**

Morrow County/State of Oregon  
Agreement No. 32014

**Morrow County**, by and through its

Board of Commissioners

By \_\_\_\_\_

Name Melissa Lindsay, Chair

Date \_\_\_\_\_

By \_\_\_\_\_

Name Don Russell, Commissioner

Date \_\_\_\_\_

By \_\_\_\_\_

Name Jim Doherty, Commissioner

Date \_\_\_\_\_

**APPROVED AS TO LEGAL SUFFICIENCY**

By \_\_\_\_\_

Recipient's Legal Counsel

Date \_\_\_\_\_

**State Contact:**

Frank Thomas

555 13<sup>th</sup> St. NE

Salem, OR 97301-4179

1 (541)963-1362

Frank.THOMAS@odot.state.or.us

**State of Oregon**, by and through its

Department of Transportation

By \_\_\_\_\_

H.A. (Hal) Gard

Rail and Public Transit Division Administrator

Date \_\_\_\_\_

**APPROVAL RECOMMENDED**

By Frank Thomas

Date 04/04/2017

**APPROVED AS TO LEGAL SUFFICIENCY**

(For funding over \$150,000)

N/A

**Recipient Contact:**

Anita Pranger

P.O. Box 495

Heppner, OR 97836

1 (541)676-5667

[apranger@co.morrow.or.us](mailto:apranger@co.morrow.or.us)

**EXHIBIT A**  
**Project Description and Budget**

**Project Description/Statement of Work**

<b>Project Title: 2017-19 R5 STF Morrow County 32014</b>				
<i>Operating</i>				
<b>Item #1: Operating</b>				
	Total	Grant Amount	Local Match	Match Type(s)
	\$134,000.00	\$134,000.00	\$0.00	
<b>Sub Total</b>	\$134,000.00	\$134,000.00	\$0.00	
<b>Grand Total</b>	<b>\$134,000.00</b>	<b>\$134,000.00</b>	<b>\$0.00</b>	

**1. PROJECT DESCRIPTION**

This Agreement provides financial support for special transportation services benefitting seniors and individuals with disabilities.

**2. PROJECT DELIVERABLES**

Funding may be used for project types that improve transportation for senior and disabled populations including, but not limited to: maintenance and expansion of existing transportation programs; creation of new programs and services; planning and development for improved access to transportation; capital purchases; and as matching funds for state and federal programs also providing transportation and services to seniors and individuals with disabilities.

Recipient may distribute STF funds to eligible subrecipients and projects as confirmed by the State. Additional projects or sub recipients require an amended application that is confirmed by the State. Additional funds require an amended Agreement.

**3. PROJECT ACCOUNTING**

Recipient retains authority over costs and allocations of STF dollars within the guidelines established by Oregon Revised Statutes (ORS) 391.800 through 391.830 and Oregon Administrative Rules (OAR) Chapter 732.

Recipient will receive and disburse STF moneys from a separate governmental fund. Any interest accrued from the account must be added to the moneys and reported to State.

**EXHIBIT B**  
**FINANCIAL INFORMATION**

This Agreement is financed by the funding source indicated below:

<b>State Program</b>	<b>State Funding Agency</b>		<b>Total State Funding</b>
ORS 391.800 through ORS 391.830 and OAR Chapter 732, Divisions 5, 10, and 30	Oregon Department of Transportation 355 Capitol St. N.E. Salem, OR 97301-3871		<b>\$134,000.00</b>

<b>Administered By</b>
Rail and Public Transit Division 555 13th St. NE Salem, OR 97301-4179

## EXHIBIT C

### Insurance Requirements

#### GENERAL.

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.





**AGENDA ITEM COVER SHEET**  
**Morrow County Board of Commissioners**  
**(Page 2 of 4)**

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*DATE*

items as appropriate.

Human Resources

If appropriate

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*DATE*

**AGENDA ITEM COVER SHEET**  
**Morrow County Board of Commissioners**  
**(Page 3 of 4)**

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**1. TITLE OF AGENDA ITEM: JAN-MAR 2017 QUARTERLY REPORT**

**2. ISSUES, BACKGROUND, AND DISCUSSION:**

Ridership for The Loop continued to grow for the 1<sup>st</sup> quarter of the year.

I have order a 14 passenger bus with a ramp to replace the Heppner 14 passenger. This bus should be here in September or October.

Special Transportation Fund and FTA 5310 Grants were applied for.

The STF grant is \$13,000.00 less per year for a \$26,000.00 deficient from the last two year grant cycle. This grant comes from state cigarette funds and other sources from the state. The amount of this grant that the recipients receive is determined by a formula at the State level.

The FTA 5310 Grant is down \$1,337.00 for the next two years.

ODOT Rail and Public Transit has a new Region 5 Coordinator. It is Frank Thomas.

On January 31, 2017 there was an advisory board meeting.

On February 13, 2017 Western Bus Sales came to Heppner and did ODOT inspections of the buses and the lifts. The two Heppner buses did not pass inspection. The 14 passenger bus needed a new windshield because of a crack in the windshield. I have since had it replaced and it now is in compliance and can be used.

The 10 passenger bus is out of service at this time because it needs a new windshield and new ball joints. I am planning on replacing the ball joints in this bus in order to get it down to State Surplus safely to be auctioned off. I am not planning on replacing the window in this bus because the plan is to deliver it to

**AGENDA ITEM COVER SHEET**  
**Morrow County Board of Commissioners**  
**(Page 4 of 4)**

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Salem when I take delivery of a new ADA accessible van that should be coming either the last week of April or the first week of May.

I have started a monthly shopping trip to Hermiston when it can be arranged. It is averaging about 6 passengers per trip so far.

**3. OPTIONS:**

**4. FISCAL IMPACT:**

NONE

**5. STAFF RECOMMENDATIONS:**

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

- Attach additional background documentation as needed.

Routing: Original or copies of signed contract or document should be sent to the following:

- |   |   |
|---|---|
| <input type="checkbox"/> Clerk (Original for recording)         | <input type="checkbox"/> Finance Department (Copy for file) |
| <input type="checkbox"/> Board of Commissioners (Copy for file) | <input type="checkbox"/> Department – For distribution      |
| <input type="checkbox"/> Other _____                            |   |



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

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1. TITLE OF AGENDA ITEM: FY 2017/2018 FTE and Reclassification Ask Summary

2. ISSUES, BACKGROUND, AND DISCUSSION:

There are several requests for additional FTE and some Reclassifications for the next Fiscal Year. This is a summary of the requests. Finance is preparing a financial impact review.

3. OPTIONS:

4. FISCAL IMPACT:

5. STAFF RECOMMENDATIONS:

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

- Attach additional background documentation as needed.

Routing: Original or copies of signed contract or document should be sent to the following:

- |   |   |
|---|---|
| <input type="checkbox"/> Clerk (Original for recording)         | <input type="checkbox"/> Finance Department (Copy for file) |
| <input type="checkbox"/> Board of Commissioners (Copy for file) | <input type="checkbox"/> Department – For distribution      |
| <input type="checkbox"/> Other _____                            |   |

# Juvenile Department Quarterly Report to the Board of County Commissioners (Quarter 3, 2016-2017)

Year: 2016-17      Last Quarter= 3rd (January 1-March 31, 2017)  
 Director: Tom Meier      Report Date: April 19, 2017

**Detention Stats:**

@ 165.00 per day starting 7/1/2016

<b>Quarter #3</b>	<b>New Admits 1 (felony weapon X2)</b>	<b>PV/CR 0</b>
Quarter #2	New Admits 3+1 carry-over New Law 2	PV/CR 2
Quarter #1	New Admits 6      New Law 4	PV/CR 2

**Total Detention Admissions (All Reasons)**

<b>2016-2017</b>	<b>10</b>
2015-2016	13
2014-2015	15
2013-2014	16
2012-2013	15
2011-2012	14
2010-2011	30
2009-2010	16
2008-2009	19
2007-2008	24

<b>Quarter 3 Length of Stay</b>	<b>46 days (final 39 days for M-11 kid)</b>
Quarter 2 Length of Stay	138 days (1 M-11, 1 Felony Assault)
Quarter 1 Length of Stay	81 days (1 CSC, 1 M-11)

Length of Stay 2014-15	159 days total detention served
Length of Stay 2015-16	189 days served
<b>Length of Stay 2016-17</b>	<b>265 days served</b>

**Referral Stats:**

(Youth/Referrals)

<b>Quarter: #3</b>	<b>Kids</b>	<b>16</b>	<b>Referrals</b>	<b>17</b>
<b>Quarter: #2</b>	<b>Kids</b>	<b>15</b>	<b>Referrals</b>	<b>16</b>
<b>Quarter: #1</b>	<b>Kids</b>	<b>11</b>	<b>Referrals</b>	<b>16</b>
<b>Year (7/1/16-6/30/17)</b>	<b>Kids</b>	<b>42</b>	<b>Referrals</b>	<b>49</b>
<b>Year (7/1/15-6/30/16)</b>	<b>Kids</b>	<b>86</b>	<b>Referrals</b>	<b>96</b>
<b>Year (7/1/14-6/30/15):</b>	<b>Kids</b>	<b>62</b>	<b>Referrals</b>	<b>78</b>
<b>Year (7/1/13-6/30/14):</b>	<b>Kids</b>	<b>68</b>	<b>Referrals</b>	<b>85</b>
<b>Year (7/1/12-6/30/13):</b>	<b>Kids</b>	<b>71</b>	<b>Referrals</b>	<b>79</b>
<b>Year (7/1/11-6/30/12):</b>	<b>Kids</b>	<b>91</b>	<b>Referrals</b>	<b>116</b>
<b>Year (7/1/10-6/30/11):</b>	<b>Kids</b>	<b>96</b>	<b>Referrals</b>	<b>123</b>

Respectfully Submitted by: \_\_\_\_\_  
Juvenile Department Director



## 00058a - Referral Report by Referral Received Date

Original Referral County: **Morrow**  
 Start Date: **01/01/2017**  
 End Date: **03/31/2017**

Crime Group	Total	% of Grand Total	Gender			Age @ Referral			Race/Ethnicity					
			Females	Males	Unknown	12 and Younger	13 - 15	16 and Older	African American	Asian	Hispanic	Native American	Other/Unknown	White
<b><u>Criminal</u></b>														
<b>Alcohol</b>														
Prohibitions	1		1	0	0	0	1	0	0	0	1	0	0	0
<b>Total</b>	<b>1</b>		<b>1</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Contr Substance; Drugs</b>														
Penalties	1		0	1	0	1	0	0	0	0	0	0	0	1
<b>Total</b>	<b>1</b>		<b>0</b>	<b>1</b>	<b>0</b>	<b>1</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1</b>
<b>Person</b>														
Assault	1		0	1	0	0	0	1	0	0	0	0	0	1
<b>Total</b>	<b>1</b>		<b>0</b>	<b>1</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>Property</b>														
Criminal Mischief	1		0	1	0	0	0	1	0	0	0	0	1	0
<b>Total</b>	<b>1</b>		<b>0</b>	<b>1</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>1</b>	<b>0</b>
<b>Public Order/Firearm/Weapons/Racketeering</b>														
Disorderly Conduct	5		0	5	0	0	3	2	0	0	4	0	0	1
Harassment	1		0	1	0	0	1	0	0	0	0	0	0	1
Weapons - Possession and Use	2		0	2	0	0	2	0	0	0	0	0	0	2
<b>Total</b>	<b>8</b>		<b>0</b>	<b>8</b>	<b>0</b>	<b>0</b>	<b>6</b>	<b>2</b>	<b>0</b>	<b>0</b>	<b>4</b>	<b>0</b>	<b>0</b>	<b>4</b>
<b>Total Criminal</b>	<b>12</b>		<b>1</b>	<b>11</b>	<b>0</b>	<b>1</b>	<b>7</b>	<b>4</b>	<b>0</b>	<b>0</b>	<b>5</b>	<b>0</b>	<b>1</b>	<b>6</b>
<b>%</b>		<b>70.6%</b>	<b>8.3%</b>	<b>91.7</b>	<b>0.0</b>	<b>8.3</b>	<b>58.3</b>	<b>33.3</b>	<b>0.0</b>	<b>0.0</b>	<b>41.7</b>	<b>0.0</b>	<b>8.3</b>	<b>50.0</b>
<b><u>Non-Criminal</u></b>														
<b>Alcohol</b>														
Prohibitions	1		1	0	0	0	0	1	0	0	1	0	0	0
<b>Total</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>1</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Contr Substance; Drugs</b>														
Penalties	3		2	1	0	1	2	0	0	0	1	0	1	1
<b>Total</b>	<b>3</b>		<b>2</b>	<b>1</b>	<b>0</b>	<b>1</b>	<b>2</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1</b>	<b>0</b>	<b>1</b>	<b>1</b>
<b>Public Health/Decency/Animals</b>														
Tobacco	1		1	0	0	0	1	0	0	0	0	0	0	1
<b>Total</b>	<b>1</b>		<b>1</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>0</b>	<b>1</b>
<b>Total Non-Criminal</b>	<b>5</b>		<b>4</b>	<b>1</b>	<b>0</b>	<b>1</b>	<b>3</b>	<b>1</b>	<b>0</b>	<b>0</b>	<b>2</b>	<b>0</b>	<b>1</b>	<b>2</b>
<b>%</b>		<b>29.4%</b>	<b>80.0%</b>	<b>20.0</b>	<b>0.0</b>	<b>20.0</b>	<b>60.0</b>	<b>20.0</b>	<b>0.0</b>	<b>0.0</b>	<b>40.0</b>	<b>0.0</b>	<b>20.0</b>	<b>40.0</b>
<b>Totals Referrals</b>	<b>17</b>		<b>5</b>	<b>12</b>	<b>0</b>	<b>2</b>	<b>10</b>	<b>5</b>	<b>0</b>	<b>0</b>	<b>7</b>	<b>0</b>	<b>2</b>	<b>8</b>

Crime Group	Total	% of Grand Total	Gender			Age @ Referral			Race/Ethnicity					
			Females	Males	Unknown	12 and Younger	13 - 15	16 and Older	African American	Asian	Hispanic	Native American	Other/Unknown	White
%			29.4%	70.6	0.0	11.8	58.8	29.4	0.0	0.0	41.2	0.0	11.8	47.1

Unduplicated Count of Youth 16

Crime Group	Total	% of Grand Total	Gender			Age @ Referral			Race/Ethnicity				
			Females	Males	Unknown	12 and Younger	13 - 15	16 and Older	African American	Asian	Hispanic	Native American	Other/Unknown

**ORS Type Code by ORS Class Code**

	A	B	C	U	Total Referrals
<b>Felony</b>	0	0	2	0	2
<b>Misdemeanor</b>	4	6	0	0	10
<b>Violation</b>	0	3	0	2	5
<b>Total Referrals</b>	4	9	2	2	17

Search Page: Pop. Groups

Rows: 13

JJIS #	Youth Name	County	Age	DOB	Sex	Sub Category	Start Date	End Date	Primary Worker Name
00476887	[REDACTED]	Morrow	15		Male	School Resource	03/21/2017	mCSO	Meier, Tom
00472071	[REDACTED]	Morrow	10		Male	School Resource	01/05/2017	BPD	Meier, Tom
00469282	[REDACTED]	Morrow	17		Female	School Resource	05/18/2016	mCSO	Meier, Tom
00477107	[REDACTED]	Morrow	13		Female	School Resource	03/28/2017	mCSO	Meier, Tom
00451025	[REDACTED]	Morrow	16		Male	School Resource	12/16/2016	BPD	Meier, Tom
00452146	[REDACTED]	Morrow	16		Male	School Resource	03/08/2016	BPD	Meier, Tom
00452146	[REDACTED]	Morrow	16		Male	School Resource	06/30/2016	BPD	Meier, Tom
00475114	[REDACTED]	Morrow	11		Male	School Resource	01/05/2017	BPD	Meier, Tom
00445259	[REDACTED]	Morrow	14		Male	School Resource	01/10/2017	mCSO	Meier, Tom
00445259	[REDACTED]	Morrow	14		Male	School Resource	03/23/2017	mCSO	Meier, Tom
00469280	[REDACTED]	Morrow	17		Female	School Resource	12/13/2016	mCSO	Meier, Tom
00464873	[REDACTED]	Morrow	16		Male	School Resource	04/14/2016	BPD	Meier, Tom
00422458	[REDACTED]	Morrow	18		Male	School Resource	04/14/2016	BPD	Meier, Tom

BPD = 7  
mCSO = 6

13 of  
17 referrals