

**MORROW COUNTY BOARD OF COMMISSIONERS MEETING AGENDA**  
**Wednesday, September 26, 2018 at 9:00 a.m.**  
**Bartholomew Building Upper Conference Room**  
**110 N. Court St., Heppner, Oregon**

- 1. Call to Order and Pledge of Allegiance - 9:00 a.m.**
- 2. City/Citizen Comments:** Individuals may address the Board on issues not on the agenda
- 3. Open Agenda:** The Board may introduce subjects not already on the agenda
- 4. Consent Calendar**
  - a. Accounts Payable dated September 27<sup>th</sup>; September Retirement Taxes dated September 26<sup>th</sup> in the amount of \$275
  - b. Minutes: September 12<sup>th</sup>
  - c. Oregon Health Authority Agreement #158129 – Healthcare Preparedness Region 9 Coordination Requirements
  - d. CaCoon Agreement #1010448, Amendment 2, Shared Plan of Care
- 5. Business Items**
  - a. Morrow County/Oregon State University Extension Update (Erin Heideman, 4-H Agent; Larry Lutcher, Agronomist)
  - b. Resolution R-2018-20 – In the Matter of a County Opportunity Grant Application to Oregon Parks & Recreation Department for OHV Park Electrical Improvements (Greg Close, Parks Manager)
- 6. Department Reports**
  - a. Road Department Monthly Report
- 7. Correspondence**
- 8. Commissioner Reports**
- 9. Signing of documents**
- 10. Executive Session:** Pursuant to ORS 192.660(2)(h) – To consult with counsel concerning the legal rights and duties of a public body with regard to current litigation or litigation likely to be filed
- 11. Adjournment**

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

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

Pursuant to ORS 192.640, this agenda includes a list of the principal subjects anticipated to be considered at the meeting; however, the Board may consider additional subjects as well. This meeting is open to the public and interested citizens are invited to attend. Executive sessions are closed to the public; however, with few exceptions and under specific guidelines, are open to the media. The Board may recess for lunch depending on the anticipated length of the meeting and the topics on the agenda. If you have anything that needs to be on the agenda, please notify the Board office before noon of the preceding Friday. If something urgent comes up after this

publication deadline, please notify the office as soon as possible. If you have any questions about items listed on the agenda, please contact Darrell J. Green, Administrator at (541) 676-2529.

**Morrow County Board of Commissioners Meeting Minutes**  
**September 12, 2018**  
**Irrigon Branch of the Oregon Trail Library District, Community Room**  
**Irrigon, Oregon**

**Present**

Chair Don Russell

Karmen Carlson, Human Resources Director

Commissioner Jim Doherty

Richard Tovey, County Counsel

Commissioner Melissa Lindsay

Roberta Lutchter, Executive Assistant

Darrell Green, Administrator

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

**City and Citizen Comments:** Irrigon City Manager Aaron Palmquist commented the Town Hall Meetings held to update the public on the status of the Irrigon Building Project were very positive. He encouraged the Board to continue moving forward.

**Open Agenda:** Commissioner Doherty requested to add a discussion concerning the special assessment by the Association of Oregon Counties (AOC).

**Consent Calendar**

Commissioner Lindsay requested to move the Granite Construction Contract to Business Items.

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

- 1. Accounts Payable dated September 13<sup>th</sup> in the amount of \$90,124.41; September Retirement Taxes dated September 12<sup>th</sup> in the amount of \$19,042.41; Payroll Payables, Monthlies dated August 31<sup>st</sup> in the amount of \$178,866.08*
- 2. Request to Issue Bank Credit Card to Human Resources Director*
- 3. Order No. OR-2018-14: In the Matter of Distributing Proceeds Held by the County Treasurer from the Sale of Tax Foreclosed Lands*

*Commissioner Lindsay seconded. Unanimous approval.*

**Business Items**

Granite Construction Contract – Ione-Boardman Road Project

The Commissioners requested to see the contract in its entirety and opted to take a break later in the meeting to review it electronically.

Purchase Pre-Authorization Request, Community Corrections Vehicle

Undersheriff John Bowles

Undersheriff Bowles explained the vehicle was approved during Budget Committee Meetings in April. Once the new vehicle arrives for Parole & Probation, the current Dodge Charger will be rotated out, he said.

*Commissioner Doherty moved to approve the Purchase Pre-Authorization Request from the Sheriff's Office for a 2018 Dodge Durango from Salem Withnell Dodge, in the amount of*

*\$28,897.77 and authorize Chair Russell to sign on behalf of the County. Commissioner Lindsay seconded. Unanimous approval.*

Griffin Addition Subdivision Plat

Stephanie Case, Planner I

Ms. Case explained the subdivision will be located outside the City of Irrigon off of 8<sup>th</sup> Street and contain five lots, each about two acres in size. She said the cul-de-sac in the subdivision will be called Bohemia Drive, and is a public access road, also known as public right-of-way. However, it will not be paved, according to Ms. Case, but the landowners agree to maintain it.

*Commissioner Lindsay moved to accept the Griffin Addition Plat for recording in Morrow County, with the description as follows: "A subdivision located outside the City of Irrigon, Morrow County, Oregon, Township 5N., Range 26E., W.M., Section 22, Southeast ¼ of Northeast ¼ for Ben and Leora Svatonsky, Irrigon." Commissioner Doherty seconded. Unanimous approval.*

**Department Reports**

Planning Department

Carla McLane, Planning Director

Ms. McLane discussed the following:

1. Code Enforcement Activity
2. Status of the Buildable Lands Inventory and Housing Analysis
3. Subdivision activity, which has increased
4. Lexington Airport Layout Plan
5. Solar Rulemaking as it relates to the Energy Facility Siting Council and Land Conservation and Development Commission
6. Perennial Wind Chaser Station Project proposed in Umatilla County which removed the transmission components proposed in Morrow County. The developer would like to extend construction deadlines but the Oregon Department of Energy is offering two options – one much more cumbersome than the other. Morrow County can still provide comment but Chair Russell asked Ms. McLane to first reach out to her counterpart in Umatilla County.
7. Natural Hazards Mitigation Plan/Community Wildfire Protection Plan

Stephen Wrecsics, GIS Planning Tech, provided an update on the Multi Hazard Risk Assessment. He said the assessment is intended to update hazard maps and provide information for populated areas and infrastructure corridors throughout the County. The data collected in the assessment will create detailed hazard maps and generate risk analyses. In turn, these analyses are used by land use planners, emergency managers and engineers to set policies, and inform and direct risk reduction plans and activities.

The assessment selected for Morrow County involves an aerial Light Detection and Ranging (LiDAR) collection area along Willow Creek due to that area's history of natural disasters. The

data collection will begin shortly in Morrow, Gilliam and Grant Counties, and will be used to map landslides, channel migration zones, 10-year floodplains and liquefiable soils, he said.

### **Miscellaneous**

Sheriff Ken Matlack provided an update on two water-related incidents –

- On September 10<sup>th</sup> Marine Deputy Mike Cahill rescued a women intent on taking her own life in the Columbia River
- On September 11<sup>th</sup> a small boat capsized, throwing two people overboard. They were rescued by a tugboat crew, which brought them to shore near Boardman

During discussion of the first event, Sheriff Matlack mentioned the new partnership with Pioneer Memorial Hospital in Heppner to make appropriate staff immediately available to assess individuals in crisis. This means shorter wait times for the determination as to where a person might be transferred, as well as for the Sheriff's Office personnel accompanying that individual.

**Break:** 10:43 a.m.    **Resumed:** 10:48 a.m.

### **AOC Special Assessment Discussion**

Commissioner Doherty, who also serves as AOC Second Vice-President, said the AOC Board of Directors voted yesterday on a special assessment to members based on the same formula used to determine dues. He recounted the other funding formulas considered by that Board. Morrow County's portion of the special assessment would be \$8,331.58. AOC budgetary problems originated from its use of Road Funds to supplement its General Fund, meaning \$913,921.37 now needs to be paid back to the Road Fund.

Chair Russell said while he thinks Morrow County will participate in the special assessment, he preferred to delay that decision until after the upcoming AOC District 3 Meeting on September 28<sup>th</sup>. Commissioner Lindsay agreed, saying it would be good to hear the sentiments of representatives from other counties at that meeting.

### **Commissioner Reports**

The Commissioners discussed meetings attended and upcoming. Commissioner Lindsay reported on the most recent conference call for the Boardman to Hemingway Transmission Line Project (B2H), and expressed concern over its direction and tone. She said it appears the tribes are using the Navy as an access point to address their concerns over what is happening in Morrow County overall, specifically the proposed "green corridor" (a single transmission line, rather than multiple). Commissioner Doherty said pushback is needed at every turn as the easement is in jeopardy of being undone. Commissioner Lindsay said she will seek assurances the Navy and cultural interests will not hurt Morrow County's interests in the future.

### **Business Items, continued**

#### Granite Construction Contract, Ione-Boardman Road Project

*Commissioner Lindsay moved to approve the Morrow County 2018 Ione-Boardman Paving Project with Granite Construction Company, Hermiston, in the amount of \$486,698.*

*Commissioner Doherty seconded. Discussion. For the record, Commissioner Doherty asked that entire contracts be available for review by the submitting department in a timely fashion. Unanimous approval.*

**Signing of Documents**

**Adjourned: 10:37 a.m.**



# AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

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

The document represents OHA Agreement #158129-0. The agreement outlines the requirements for the Healthcare Preparedness Region 9 Coordination. The program is not new to Morrow County and activities and other requirements are coordinated with required Public Health Emergency Preparedness program activities.

## 2. FISCAL IMPACT:

No significant change as program funds received last year were for a comparable amount. Funding received in FY 2018 \$41,575 compared with the FY 2019 award of \$40,880.

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

Following review per county counsel, the BOC or the County Administrator needs to review, approve and sign the agreement document.

Attach additional background documentation as needed.



# DOCUMENT RETURN STATEMENT

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

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

**Document number:** 158129-0, hereinafter referred to as "Document."

I, \_\_\_\_\_  
Name Title

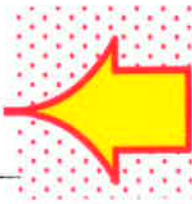
received a copy of the above referenced Document, between the State of Oregon, acting by and through the Department of Human Services, the Oregon Health Authority, and

Morrow County 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:** 158129-0 \_\_\_\_\_


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

- OR -

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

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



**Grant Agreement Number 158129**

**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  
PO Box 799  
Heppner, OR 97836  
Contact Name: 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  
Healthcare Preparedness Program (HPP)  
800 NE Oregon Street, Suite 465B  
Portland, OR 97232  
Grant Administrator: DeWayne Hatcher or delegate  
Phone: 971.673.1038  
Fax: 971.673.1309  
E-mail: [dewayne.r.hatcher@state.or.us](mailto:dewayne.r.hatcher@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, 2018**, 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, 2019**. 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
- (3) Exhibit A, Part 4: Special Terms and Conditions
- (4) Exhibit B: Standard Terms and Conditions
- (5) Exhibit C: Insurance Requirements
- (6) Exhibit D: Federal Terms and Conditions
- (7) Exhibit E: Reserved
- (8) Exhibit F: Information Required by 2 CFR 200.331(a)(1)

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 \$40,880.00. 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.

**4. Vendor or Subrecipient Determination.**

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

Recipient is a subrecipient       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 N. COURT ST.

City, state, zip code: HEPPNER, OR 97836

Email address: ssmith@co.morrow.or.us

Telephone: (541) 676-5421 Facsimile: (541) 676-5652

**Proof of Insurance:** Recipient shall provide the following information upon submission of the signed Agreement. All insurance listed herein and required by Exhibit C, must be in effect prior to Agreement execution.

Workers' Compensation Insurance Company: SAIF

Policy #: 12261 Expiration Date: 06/30/19

b. **Certification.** Without limiting the generality of the foregoing, by signature on this Agreement, the undersigned hereby certifies under penalty of perjury that:

- (1) Recipient is in compliance with all insurance requirements in Exhibit C of this Agreement and notwithstanding any provision to the contrary, Recipient shall deliver to the OHA Contract Administrator (see page 1 of this Agreement) the required Certificate(s) of Insurance within 30 days of execution of this Agreement. By certifying compliance with all insurance as required by this Agreement, Recipient acknowledges it may be found in breach of the Agreement for failure to obtain required insurance. Recipient may also be in breach of the Agreement for failure to provide Certificate(s) of Insurance as required and to maintain required coverage for the duration of the Agreement;
- (2) 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. 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;
- (3) The information shown in this Section 5a. "Recipient Information", is Recipient's true, accurate and correct information;
- (4) 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;
- (5) 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>;

- (6) 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/>;
- (7) 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; and
- (8) Recipient Federal Employer Identification Number (FEIN) or Social Security Number (SSN) provided is true and accurate. If this information changes, Recipient is 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:**

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

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

**By:**

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**Approved for Legal Sufficiency:**

Not required per OAR 137-045-0030(1)(a)

\_\_\_\_\_  
Department of Justice

\_\_\_\_\_  
Date

**Program Review**

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

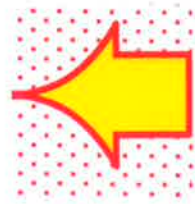
\_\_\_\_\_  
Jutta Dann  
Printed Name

\_\_\_\_\_  
Program Support Manager

\_\_\_\_\_  
Date

**Title**

**Date**



## **EXHIBIT A**

### **Part 1**

#### **Program Description**

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, 2019 and April 15, 2019.
3. Make every effort to obligate or expend funds on or before April 15, 2019. 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, 2019, 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, 2019, unless extended in writing by OHA. All expenditures must be completed by June 30, 2019.
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 hospital and healthcare coalition 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 BP 01 Supplemental 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. Work towards implementing NIMS activities for hospitals and healthcare systems, if applicable.
9. If pharmaceuticals or other medical material is purchased, provide a written plan that addresses, as appropriate, the storage, rotation with day-to-day supplies to diminish waste due to expiring supplies, policies relating to activation and deployment of their stockpile, and disposal.
10. 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 Objective;
  - (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 Objective;
  - (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      |  |                                     | EXPENDITURE CATEGORY: |            |           |        |            |        |            | TOTALS      |             |
|--------------------------------------|--|-------------------------------------|-----------------------|------------|-----------|--------|------------|--------|------------|-------------|-------------|
| Personal Services                    | Travel - Instate   | Travel-Out-of-State                 | Capital Equipment     | Supplies   | Contracts | Other  | Indirect   |        |            |             |             |
| <b>General Information:</b>          |  |                                     |                       |            |           |        |            |        |            |             |             |
| HPP Region:                          | Morrow County Health Dept.   | 9                                   |                       |            |           |        |            |        |            |             |             |
| Awardee Address:                     | 110 N. Court St. / P. O. Box 799   |                                     |                       |            |           |        |            |        |            |             |             |
| City, State and Zip:                 | Heppner, Or 97836  |                                     |                       |            |           |        |            |        |            |             |             |
| Budget Preparer Name:                | Sheree Smith   |                                     |                       |            |           |        |            |        |            |             |             |
| Authorized Signer Name:              | Sheree Smith   |                                     |                       |            |           |        |            |        |            |             |             |
| Award Year:                          | 07/01/18-06/30/19  |                                     |                       |            |           |        |            |        |            |             |             |
| <b>Budget Details:</b>               |  |                                     |                       |            |           |        |            |        |            |             |             |
| <b>CAPABILITIES &amp; OBJECTIVES</b> |  |                                     |                       |            |           |        |            |        |            |             |             |
| <b>Capability 1:</b>                 | <b>Foundation for Health Care and Medical Readiness</b>                                  | <b>Specific Activity and Use:</b>   |                       |            |           |        |            |        |            |             |             |
| C1.01                                | Establish and Operationalize a Health Care Coalition                                     |                                     |                       |            |           |        |            |        |            | \$0.00      |             |
| C1.02                                | Identify Risk and Needs  |                                     |                       |            |           |        |            |        |            | \$0.00      |             |
| C1.03                                | Develop a Health Care Coalition Preparedness Plan  |                                     |                       |            |           |        |            |        |            | \$0.00      |             |
| C1.04                                | Train and Prepare the Health Care and Medical Workforce                                  | Training for MRC volunteers         |                       |            |           |        |            |        | \$2,488.00 | \$2,488.00  |             |
| C1.05                                | Ensure Preparedness is Sustainable   |                                     |                       |            |           |        |            |        |            | \$0.00      |             |
| <b>Sub-total:</b>                    |  |                                     | \$0.00                | \$0.00     | \$0.00    | \$0.00 | \$0.00     | \$0.00 | \$2,488.00 | \$0.00      | \$2,488.00  |
| <b>Capability 2:</b>                 | <b>Health Care and Medical Response Coordination</b>                                     | <b>Specific Use:</b>                |                       |            |           |        |            |        |            |             |             |
| C2.01                                | Develop and Coordinate Health Care Organization and Health Care Coalition Response Plans |                                     |                       |            |           |        |            |        |            | \$0.00      |             |
| C2.02                                | Utilize Information Sharing Procedures and Platforms                                     |                                     |                       |            |           |        |            |        |            | \$0.00      |             |
| C2.03                                | Coordinate Response Strategy, Resources, and Communications                              |                                     |                       |            |           |        |            |        |            | \$0.00      |             |
| <b>Sub-total:</b>                    |  |                                     | \$0.00                | \$0.00     | \$0.00    | \$0.00 | \$0.00     | \$0.00 | \$0.00     | \$0.00      | \$0.00      |
| <b>Capability 3:</b>                 | <b>Continuity of Health Care Service Delivery</b>  | <b>Specific Use:</b>                |                       |            |           |        |            |        |            |             |             |
| C3.01                                | Identify Essential Functions for Health Care Delivery                                    |                                     |                       |            |           |        |            |        |            | \$0.00      |             |
| C3.02                                | Plan for Continuity of Operations  |                                     |                       |            |           |        |            |        |            | \$0.00      |             |
| C3.03                                | Maintain Access to Non-Personnel Resources during an Emergency                           |                                     |                       |            |           |        |            |        |            | \$0.00      |             |
| C3.04                                | Develop Strategies to Protect Health Care Information Systems and Networks               |                                     |                       |            |           |        |            |        |            | \$0.00      |             |
| C3.05                                | Protect Responders' Safety and Health  |                                     |                       |            |           |        |            |        |            | \$0.00      |             |
| C3.06                                | Plan for and Coordinate Health Care Evacuation and Relocation                            |                                     |                       |            |           |        |            |        |            | \$0.00      |             |
| C3.07                                | Coordinate Health Care Delivery System Recovery  |                                     |                       |            |           |        |            |        |            | \$0.00      |             |
| <b>Sub-total:</b>                    |  |                                     | \$0.00                | \$0.00     | \$0.00    | \$0.00 | \$0.00     | \$0.00 | \$0.00     | \$0.00      | \$0.00      |
| <b>Capability 4:</b>                 | <b>Medical Surge</b>   | <b>Specific Use:</b>                |                       |            |           |        |            |        |            |             |             |
| C4.01                                | Plan for a Medical Surge   | Supplies - Restock MRC trailer      |                       |            |           |        | \$1,892.00 |        |            | \$1,892.00  |             |
| C4.02                                | Respond to a Medical Surge   | Salary & Benefit and Travel for MRC | \$30,500.00           | \$6,000.00 |           |        |            |        |            | \$36,500.00 |             |
| <b>Sub-total:</b>                    |  |                                     | \$30,500.00           | \$6,000.00 | \$0.00    | \$0.00 | \$1,892.00 | \$0.00 | \$0.00     | \$0.00      | \$38,392.00 |
| <b>Grand Total</b>                   |  |                                     | \$30,500.00           | \$6,000.00 | \$0.00    | \$0.00 | \$1,892.00 | \$0.00 | \$2,488.00 | \$0.00      | \$40,880.00 |

Capabilities and Expenditure Category definitions on next page. Please round all budgets to the nearest dollar. Questions: please contact your Liaison or John Crabtree at 971-673-1094.

C = Capability  
O = Objective

2017-2022 Health Care Preparedness and Response Capabilities can be found here:

<https://www.phe.gov/Preparedness/planning/hpp/reports/Documents/2017-2022-healthcare-pr-capabilities.pdf>

**CAPABILITIES:**

|   |  |
|---|--|
| <p><b>1: Foundation for Health Care and Medical Readiness</b></p> | <p>(refer to Pages 10 - 24) The community's health care organizations and other stakeholders - coordinated through a sustainable HCC - have strong relationships, identify hazards and risks, and prioritize and address gaps through planning, training, exercising, and managing resources...health care coalitions (HCCs) should collaborate with a variety of stakeholders to ensure the community has the necessary medical equipment and supplies, real-time information, communication systems, and trained and educated health care personnel to respond to an emergency...</p>  |
| <p><b>2: Health Care and Medical Response Coordination</b></p>    | <p>(refer to Pages 25 - 31) Health care organizations, the HCC, their jurisdiction(s), and the ESF-8 lead agency plan and collaborate to share and analyze information, manage and share resources, and coordinate strategies to deliver medical care to all populations during emergencies and planned events...enables the health care delivery system and other organizations to share information, manage and share resources, and integrate their activities with their jurisdictions' Emergency Support Function- 8 (ESF-B Public Health and Medical Services) lead agency and ESF-6 (Mass Care, Emergency Assistance, Housing, and Human Services) lead agency at both the federal and state levels...</p>  |
| <p><b>3: Continuity of Health Care Service Delivery</b></p>       | <p>(refer to Pages 32 - 43) Health care organizations, with support from the HCC and the Emergency Support Function-8 (ESF-8) lead agency, provide uninterrupted, optimal medical care to all populations in the face of damaged or disabled health care infrastructure. Health care workers are well-trained, well-educated, and well-equipped to care for patients during emergencies. Simultaneous response and recovery result in a return to normal or, ideally, improved operations...health care coalitions (HCCs) should take a broader view and address all risks that could compromise continuity of health care service delivery...</p>   |
| <p><b>4: Medical Surge</b></p>                                    | <p>(refer to Pages 44 - 55) Health care organizations—including hospitals, emergency medical services (EMS), and out-of-hospital providers—deliver timely and efficient care to their patients even when the demand for health care services exceeds available supply. The HCC, in collaboration with the Emergency Support Function-8 (ESF-8) lead agency, coordinates information and available resources for its members to maintain conventional surge response. When an emergency overwhelms the HCC's collective resources, the HCC supports the health care delivery system's transition to contingency and crisis surge response and promotes a timely return to conventional standards of care as soon as possible....requires building capacity and capability to manage a sudden influx of patients...requiring very specialized medical care. Surge requirements span a range of medical and health care services...</p> |

**Expenditure Categories:**

|                             |  |
|-----------------------------|--|
| <p>Personal Services</p>    | <p>Salaries and Benefits (fringe) of staff working on program. This would be used for an awardee's staff time associated with this program.</p>              |
| <p>Travel In-State</p>      | <p>In state travel expenses related to the HPP Program.</p>  |
| <p>Travel Out-State</p>     | <p>Out of state travel expenses related to the HPP Program.</p>  |
| <p>Capital Equipment</p>    | <p>Single item over \$5,000. Could include generators, trailers, decon units.</p>  |
| <p>Supplies</p>             | <p>Office supplies, inventory items (PPE such as: masks, gowns, stretchers, satellite phones, radios, etc.). Operational costs are budgeted under Other.</p> |
| <p>Contracts</p>            | <p>Payments to other firms for the contractual use of their employees. Contracts may be used to perform specific jobs, such as training and exercises.</p>   |
| <p>Other</p>                | <p>Rent, telephone (service and line fees), non-contract expenses related to training and exercises.</p>   |
| <p>Indirect/Admin Costs</p> | <p>Administrative costs that are related to HPP program.</p>   |

2017-2022 Health Care Preparedness and Response Capabilities can be found here.  
<https://www.oha.org/files/2022/01/2017-2022-HealthCare-Preparedness-and-Response-Capabilities.pdf>

| Activities for each Capability   |   |
|--|---|
| <b>Objective:</b>  |   |
| <b>Capability 1: Foundation for Health Care and Medical Readiness</b>  |   |
| <b>Objective 1: Establish and Operationalize a Health Care Coalition</b>                                     |   |
| C1.01  | Define Health Care Coalition Boundaries   |
| Activity 1   | Identify Health Care Coalition Members  |
| Activity 2   | Establish Health Care Coalition Governance  |
| Activity 3   |   |
| <b>Objective 2: Identify Risk and Needs</b>  |   |
| C1.02  | Assess Hazard Vulnerabilities and Risks   |
| Activity 1   | Assess Regional Health Care Resources   |
| Activity 2   | Prioritize Resource Gaps and Mitigation Strategies  |
| Activity 3   | Assess Community Planning for Children, Pregnant Women, Seniors, Individuals with Access and Functional Needs, Including People with Disabilities, and Others with Unique Needs |
| Activity 4   | Assess and Identify Regulatory Compliance Requirements  |
| Activity 5   |   |
| <b>Objective 3: Develop a Health Care Coalition Preparedness Plan</b>  |   |
| C1.03  | Note: there are no identified Activities under this Objective   |
| <b>Objective 4: Train and Prepare the Health Care and Medical Workforce</b>                                  |   |
| C1.04  | Promote Role-Appropriate National Incident Management System Implementation   |
| Activity 1   | Educate and Train on Identified Preparedness and Response Gaps  |
| Activity 2   | Plan and Conduct Coordinated Exercises with Health Care Coalition Members and Other Response Organizations  |
| Activity 3   | Align Exercises with Federal Standards and Facility Regulatory and Accreditation Requirements   |
| Activity 4   | Evaluate Exercises and Responses to Emergencies   |
| Activity 5   | Share Leading Practices and Lessons Learned   |
| Activity 6   |   |
| <b>Objective 5: Ensure Preparedness is Sustainable</b>   |   |
| C1.05  | Promote the Value of Health Care and Medical Readiness  |
| Activity 1   | Engage Health Care Executives   |
| Activity 2   | Engage Clinicians   |
| Activity 3   | Engage Community Leaders  |
| Activity 4   | Promote Sustainability of Health Care Coalition   |
| Activity 5   |   |
| <b>Capability 2: Health Care and Medical Response Coordination</b>   |   |
| <b>Objective 1: Develop and Coordinate Health Care Organization and Health Care Coalition Response Plans</b> |   |
| C2.01  | Develop a Health Care Organization Emergency Operations Plan  |
| Activity 1   | Develop a Health Care Coalition Response Plan   |
| Activity 2   |   |
| <b>Objective 2: Utilize Information Sharing Procedures and Platforms</b>                                     |   |
| C2.02  | Develop Information Sharing Procedures  |
| Activity 1   | Identify Information Access and Data Protection Procedures  |
| Activity 2   | Utilize Communications Systems and Platforms  |
| Activity 3   |   |
| <b>Objective 3: Coordinate Response Strategy, Resources, and Communications</b>                              |   |
| C2.03  | Identify and Coordinate Resource Needs during an Emergency  |
| Activity 1   | Coordinate Incident Action Planning during an Emergency   |
| Activity 2   | Communicate with Health Care Providers, Non-Clinical Staff, Patients, and Visitors during an Emergency  |
| Activity 3   | Communicate with the Public during an Emergency   |
| Activity 4   |   |
| <b>Capability 3: Continuity of Health Care Service Delivery</b>  |   |
| <b>Objective 1: Identify Essential Functions for Health Care Delivery</b>                                    |   |
| C3.01  | Note: there are no identified Activities under this Objective   |
| <b>Objective 2: Plan for Continuity of</b>   |   |
| C3.02  | Develop a Health Care Organization Continuity of Operations Plan  |
| Activity 1   | Develop a Health Care Coalition Continuity of Operations Plan   |
| Activity 2   | Continue Administrative and Finance Functions   |
| Activity 3   | Plan for Health Care Organization Sheltering-in-Place   |
| Activity 4   |   |
| <b>Objective 3: Maintain Access to Non-Personnel Resources during an Emergency</b>                           |   |
| C3.03  | Assess Supply Chain Integrity   |
| Activity 1   | Assess and Address Equipment, Supply, and Pharmaceutical Requirements   |
| Activity 2   |   |
| <b>Objective 4: Develop Strategies to Protect Health Care Information Systems and Networks</b>               |   |
| C3.04  | Note: there are no identified Activities under this Objective   |
| <b>Objective 5: Protect Responders' Safety and Health</b>  |   |
| C3.05  | Distribute Resources Required to Protect the Health Care Workforce  |
| Activity 1   | Train and Exercise to Promote Responders' Safety and Health   |
| Activity 2   |   |
| Activity 3   | Develop Health Care Worker Resilience   |
| <b>Objective 6: Plan for and Coordinate Health Care Evacuation and Relocation</b>                            |   |
| C3.06  | Develop and Implement Evacuation and Relocation Plans   |
| Activity 1   | Develop and Implement Evacuation Transportation Plans   |
| Activity 2   |   |
| <b>Objective 7: Coordinate Health Care Delivery System Recovery</b>  |   |
| C3.07  | Plan for Health Care Delivery System Recovery   |
| Activity 1   | Assess Health Care Delivery System Recovery after an Emergency  |
| Activity 2   | Facilitate Recovery Assistance and Implementation   |
| Activity 3   |   |
| <b>Capability 4: Medical Surge</b>   |   |
| <b>Objective 1: Plan for a Medical Surge</b>   |   |
| C4.01  | Incorporate Medical Surge Planning into a Health Care Organization Emergency Operations Plan  |
| Activity 1   | Incorporate Medical Surge into an Emergency Medical Services Emergency Operations Plan  |
| Activity 2   | Incorporate Medical Surge into a Health Care Coalition Response Plan  |
| Activity 3   |   |
| <b>Objective 2: Respond to a Medical Surge</b>   |   |
| C4.02  | Implement Emergency Department and Inpatient Medical Surge Response   |
| Activity 1   | Implement Out-of-Hospital Medical Surge Response  |
| Activity 2   | Develop an Alternate Care System  |
| Activity 3   | Provide Pediatric Care during a Medical Surge Response  |
| Activity 4   | Provide Surge Management during a Chemical or Radiation Emergency Event   |
| Activity 5   | Provide Burn Care during a Medical Surge Response   |
| Activity 6   | Provide Trauma Care during a Medical Surge Response   |
| Activity 7   | Respond to Behavioral Health Needs during a Medical Surge Response  |
| Activity 8   | Enhance Infectious Disease Preparedness and Surge Response  |
| Activity 9   | Distribute Medical Countermeasures during Medical Surge Response  |
| Activity 10  | Manage Mass Fatalities  |
| Activity 11  |   |

## EXHIBIT A

### Part 4

#### Special Terms and Conditions

#### 1. Funding Restrictions and Limitations.

##### a. Notice of Funding Opportunity (NOFO) Restrictions:

In accordance with the United States Protecting Life in Global Health Assistance policy, all non-governmental organization (NGO) applicants acknowledge that foreign NGOs that receive funds provided through this award, either as a prime recipient or subrecipient, are strictly prohibited, regardless of the source of funds, from performing abortions as a method of family planning or engaging in any activity that promotes abortion as a method of family planning, or to provide financial support to any other foreign non-governmental organization that conducts such activities. See Additional Requirement (AR) 35 for applicability (<https://www.cdc.gov/grants/additionalrequirements/ar-35.html>).

- 1) Recipients may not use funds for research.
- 2) Recipients may not use funds for clinical care.
- 3) Recipients may only expend funds for reasonable program purposes, including personnel, travel, supplies, and services, such as contractual.
- 4) Recipients may not generally use HHS/CDC/ATSDR funding for the purchase of furniture or equipment. Any such proposed spending must be identified in the budget.
- 5) 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
- 6) Other than for normal and recognized executive-legislative relationships, no funds may be used for:
  - a) Publicity or propaganda purposes, for the preparation, distribution, or use of any material designed to support or defeat the enactment of legislation before any legislative body.
  - b) 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 any legislative body.
  - c) See Additional Requirement (AR) 12 for detailed guidance on this prohibition and additional guidance on lobbying for CDC recipients at the following link: <https://www.cdc.gov/grants/documents/General-Terms-and-Conditions-Non-Research-Awards.pdf>
- 7) The direct and primary recipient in a cooperative agreement program must perform a substantial role in carrying out project outcomes and not merely serve as a conduit for an award to another party or provider who is ineligible.
- 8) Recipients may not use funds for construction or major renovations.
- 9) Recipients may supplement but not supplant existing state or federal funds for activities described in the budget.
- 10) Payment or reimbursement of backfilling costs for staff is not allowed.



- 11) None of the funds awarded to these programs may be used to pay the salary of an individual at a rate in excess of Executive Level II or \$189,600 per year.
- 12) Recipients may use funds only for reasonable program purposes, including travel, supplies, and services.
- 13) Recipients may purchase basic (non-motorized) trailers with prior approval from the CDC OGS.
- 14) HPP and PHEP funds may not be used to purchase clothing such as jeans, cargo pants, polo shirts, jumpsuits, sweatshirts, or T-shirts. Purchase of items that can be reissued, such as vests, may be allowable.
- 15) HPP and PHEP funds may not be used to purchase or support (feed) animals for labs, including mice. Any requests for such must receive prior approval of protocols from the Animal Control Office within CDC and subsequent approval from the CDC OGS as to allowability of costs.
- 16) Recipients may not use funds to purchase a house or other living quarter for those under quarantine.
- 17) HPP and PHEP recipients may (with prior approval) use funds for overtime for individuals directly associated (listed in personnel costs) with the award.
- 18) PHEP recipients cannot use funds to purchase vehicles to be used as means of transportation for carrying people or goods, such as passenger cars or trucks and electrical or gas-driven motorized carts.
- 19) PHEP recipients can (with prior approval) use funds to lease vehicles to be used as means of transportation for carrying people or goods, e.g., passenger cars or trucks and electrical or gas-driven motorized carts.
- 20) PHEP recipients can (with prior approval) use funds to purchase material-handling equipment (MHE) such as industrial or warehouse-use trucks to be used to move materials, such as forklifts, lift trucks, turret trucks, etc. Vehicles must be of a type not licensed to travel on public roads.
- 21) PHEP recipients can use funds to purchase caches of medical or non-medical countermeasures for use by public health first responders and their families to ensure the health and safety of the public health workforce.
- 22) PHEP recipients can use funds to support appropriate accreditation activities that meet the Public Health Accreditation Board's preparedness-related standards.

b. **Required Disclosures for Federal Awardee Performance and Integrity Information System (FAPIIS):**

Consistent with 45 CFR 75.113, applicants and recipients must disclose in a timely manner, in writing to the CDC, with a copy to the HHS Office of Inspector General (OIG), all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Subrecipients must disclose, in a timely manner in writing to the prime recipient (pass through entity) and the HHS OIG, all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Disclosures must be sent in writing to the CDC and to the HHS OIG at the following addresses:

- CDC, Office of Grants Services  
Nicole Comick, Grants Management Specialist  
Centers for Disease Control and Prevention  
OD/ Environmental, Occupational Health & Injury Prevention  
Services Branch 2960 Brandywine Road, MS: E-01  
Atlanta, Georgia 30341  
Email: [ktv6@cdc.gov](mailto:ktv6@cdc.gov) (Include “Mandatory Grant Disclosures” in subject line)

**AND**

- US Department of Health and Human Services Office of the Inspector General  
ATTN: Mandatory Grant Disclosures, Intake  
Coordinator 330 Independence Avenue, SW  
Cohen Building, Room 5527  
Washington, DC 20201  
Fax: (202) 205-0604 (Include “Mandatory Grant Disclosures” in subject line) or  
Email: [MandatoryGranteeDisclosures@oig.hhs.gov](mailto:MandatoryGranteeDisclosures@oig.hhs.gov)

Recipients must include this mandatory disclosure requirement in all subawards and contracts under this award.



## 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 the Recipient and this Agreement. 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 14 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, 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  
635 Capitol Street NE, Suite 350  
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**  
**SUBCONTRACTOR INSURANCE 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 specified under Types and Amounts and meeting the requirements under Additional Insured, Tail Coverage, Notice of Change or Cancellation, and Certificate(s) or Proof of Insurance 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 Agency. 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 which the Recipient directly enters into a contract. It does not include a subcontractor with which the contractor enters into a contract.

**1. Types and Amounts**

**a. Workers' Compensation and Employers' Liability:**

Subcontractors 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). If Subcontractor is a subject employer, as defined in ORS 656.023, Subcontractor shall also obtain Employers' Liability insurance coverage with limits not less than \$500,000 each accident. Out-of-state employers, including Subcontractor, shall provide Workers' Compensation insurance coverage for their employees as required by applicable Workers' Compensation laws including Employers' Liability insurance coverage with limits not less than \$500,000.

**b. Professional Liability:**

Required     Not required

**c. Commercial General Liability:**

Required     Not required

**d. Abuse and Molestation:**

Required     Not required

**e. Automobile Liability:**

Required     Not required

**2. Excess/Umbrella:**

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



**3. Additional Insured:**

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

**4. Tail Coverage:**

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

**5. Certificate(s) and Proof of Insurance:**

Recipient shall obtain from the contractor a Certificate(s) of Insurance for all required insurance before the contractor delivers any Goods and performs any Services required under the subcontract. The Certificate(s) or 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. If Excess/Umbrella insurance is used to meet the minimum insurance requirement, the Certificate of Insurance must include a list of all policies that fall under the excess/umbrella insurance. As Proof of Insurance OHA has the right to request copies of insurance policies and endorsements relating to the insurance requirements in this Agreement.

**6. Notice of Change or Cancellation:**

The Subcontractor or its insurer must provide at least 60 days' written notice to OHA before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

**7. Insurance Requirement Review:**

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

**8. OHA Acceptance:**

All insurance providers are subject to OHA acceptance. If requested by OHA, Recipient shall provide complete copies of insurance policies, endorsements, self-insurance documents and related insurance documents to OHA's representatives responsible for verification of the insurance coverages required under this Exhibit C.

## EXHIBIT D

### 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 \$750,000 or more in federal funds (from all sources) in a federal fiscal year, 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 \$750,000 in a federal fiscal year, 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 E  
RESERVED**



## EXHIBIT F

### Information required by 2 CFR § 200.331(a)(1)\*

#### Federal Award Identification:

1. Subrecipient name (which must match registered name in DUNS): Morrow County
2. Subrecipient's DUNS number: 879395080
3. Federal Award Identification Number (FAIN): 6 NU90TP921916-01-03
4. Federal Award Date: 08/03/2018
5. Sub-award Period of Performance Start and End Date: From 07/01/2018 to 06/30/2019
6. Total Amount of Federal Funds Obligated by this Agreement: \$40,880.00
7. Total Amount of Federal Funds Obligated to the Subrecipient by the pass-through entity including this Agreement\*\*: \$40,880.00
8. Total Amount of Federal Award committed to the Subrecipient by the pass-through entity: \$40,880.00
9. Federal award project description: Hospital Preparedness Program
10. Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the pass-through entity:
  - (a) Name of Federal awarding agency: CDC
  - (b) Name of pass-through entity: Oregon Health Authority
  - (c) Contact information for awarding official of the pass-through entity: Jill Snyder, OHA/PHD 971-673-0714
11. CFDA Number and Name: 93.889 National Bioterrorism Hospital Preparedness Program  
Amount: \$2,543,741
12. Is Award Research and Development?  Yes  No
13. Indirect cost rate for the Federal award: 16.41%

\*For the purposes of this Exhibit, the term "Subrecipient" refers to Recipient, and the term "pass-through entity" refers to OHA.

\*\*The Total Amount of Federal Funds Obligated to the Subrecipient by the pass-through entity is the Total Amount of Federal Funds Obligated to the Subrecipient by the pass-through entity during the current State fiscal year 2019.



# AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners  
(Page 1 of 2)

(For BOC Use)  
Item #  
4d

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

Staff Contact: Sheree Smith  
Department: Public Health  
Short Title of Agenda Item:

Phone Number (Ext): 5212  
Requested Agenda Date: 09/26/18

CaCoon Agreement #1010448-2

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

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

N/A Purchase Pre-Authorizations, Contracts & Agreements

Contractor/Entity: **OHSU**

Contractor/Entity Address: **3181 SW Sam Jackson Rd, Portland, Or**

Effective Dates – From: **10/01/17**                      Through: **09/30/18**

Total Contract Amount: **\$18,063**                      Budget Line: **101-114-3-40-4681**

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

**Reviewed By:**

|   |  |                           |  |
|---|--|---------------------------|--|
| <u>Sheree Smith</u>                                   | <u>08/30/18</u><br><small>DATE</small> | Department Head           | Required for all BOC meetings                            |
|   | <u>9/24/18</u><br><small>DATE</small>  | Admin. Officer/BOC Office | Required for all BOC meetings                            |
| <u>Justin Nelson</u>                                  | <u>09/12/18</u><br><small>DATE</small> | County Counsel            | *Required for all legal documents                        |
| <u>Kate Knop</u>                                      | <u>09/13/18</u><br><small>DATE</small> | Finance Office            | *Required for all contracts; other items as appropriate. |
| <hr style="border: 0; border-top: 1px solid black;"/> | <small>DATE</small>                    | Human Resources           | *If appropriate  |

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

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

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

The agreement amendment represents an increase of \$10,000 to support Shared Plan of Care (SPoC) activities in the next federal fiscal year; to be paid to the county as soon as the amendment is fully executed.

**2. FISCAL IMPACT:**

This agreement represents an additional funding amount of \$10,000 for the CaCoon program to be utilized for activities but will not have any impact on FTE.

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

Following review per county counsel, the BOC or the County Administrator needs to review, approve and sign the agreement amendment document.

Attach additional background documentation as needed.

## Research Subaward Agreement Amendment Number 2

|   |  |   |   |
|---|--|---|---|
| <b>Pass-through Entity (PTE)</b>  |  | <b>Subrecipient</b>   |   |
| Institution/Organization ("PTE")<br>Entity Name: Oregon Health & Science University<br>Email Address: spasub@ohsu.edu<br>Principal Investigator: Benjamin Hoffman |  | Institution/Organization ("Subrecipient")<br>Entity Name: Morrow County Health Departmnt<br>Email Address: ssmith@co.morrow.or.us<br>Principal Investigator: Sheree Smith |   |
| Project Title: Maternal and Child Health Services Block Grant   |  |   |   |
| PTE Federal Award No.<br>B04MC29358 (Via Subaward 143021)   |  | Federal Awarding Agency:<br>HRSA (via the Oregon Health Authority)  |   |
| Subaward Period of Performance:<br>Start Date: 10/01/2016 End Date: 09/30/2018  |  | Amount Funded This Action:<br>\$10,000  | Subaward No:<br>1010448_MORROW_LHD  |
| Effective Date of Amendment:<br>10/01/2017  | Total Amount of Federal Funds<br>Obligated to Date: \$26,126 | Subject to FFATA:<br><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No  | Automatic Carryover:<br><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |

### Amendment(s) to Original Terms and Conditions

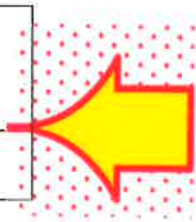
This Amendment revised the above-referenced Research Subaward Agreement as follows:

Funds for the Current Budget Period are hereby awarded in the amount of \$10,000. The total awarded for the current budget period from 10/01/2017 through 9/30/2018 is now \$18,063. The Payment Schedule in Attachment 5.1 is hereby replaced with the Payment Schedule in Attachment 5.2.

Attachment D of the Statement of Work in Attachment 5.1 is hereby replaced with Attachment D of the Statement of Work in Attachment 5.2.

All other terms and conditions of this Subaward Agreement remain in full force and effect.

|   |   |
|---|---|
| By an Authorized Official of PTE<br><br>_____ Date: _____<br><br>Jen Michaud<br>Subout Grants & Contracts Administrator | By an Authorized Official of Subrecipient<br><br>_____ Date: _____<br><br>Name:<br>Title: |
|---|---|



**SUBAWARD 1010448\_MORROW, Amendment 2  
ATTACHMENT 5.2 – PAYMENT SCHEDULE**

**PAYMENT SCHEDULE FOR THE CURRENT BUDGET PERIOD  
10/1/2017 through 09/30/2018:**

**Payment Schedule:**

The Payment Schedule is hereby replaced with the following:

PTE shall pay Subrecipient according to the following schedule upon receipt of invoice from Subrecipient. Invoices are to be submitted via email to [spasub@ohsu.edu](mailto:spasub@ohsu.edu). If email of invoices is not possible, they may be mailed to the Financial Contact listed in Attachment 3A.

- Payment 1) Upon full execution of this Agreement and receipt of invoice, PTE will issue an advance payment of \$4,838.
- Payment 2) Upon receipt of executed amendment and receipt of invoice, PTE will issue a payment of \$10,000.
- Payment 3) Upon satisfactory completion of the Statement of Work on or after 9/30/2018, receipt of invoice and Certification of Completion per Attachment 4, PTE will issue a payment of \$3,225.

The final invoice must be received no later than 45 days after the end of the budget period and must be clearly marked "FINAL."

**Morrow County Health Department  
FY18 Activity Breakdown and Payment Schedule**

**Morrow County Health Department shall complete the following:**

| CaCoon Activities<br>up to 30% | SPOC Activities<br>at least 70% | Total Subcontract<br>100% |
|--------------------------------|---------------------------------|---------------------------|
| \$2,419                        | \$15,644                        | \$18,063                  |

With your SPOC activities, you agree to complete the following number of SPOC in the following categories (see Attachment A Part III (SPOC scope of work) and Attachment E for definitions of complex and further details)

|   |               |
|---|---------------|
| 2 | Re-evaluation |
| 1 | New           |
| 3 | Total SPOC    |

Each SPOC developed will serve a unique child or youth and their family.

Of the total SPOC to be completed:

|              |   |                                  |
|--------------|---|----------------------------------|
| a minimum of | 1 | must be Complex SPOCs; and       |
| a minimum of | 1 | must be Transition-Focused SPOCs |

Note: The transition-focused and complex requirements are not mutually exclusive. That is, a SPOC may serve a CYSHCN who is both transition-focused AND complex. In this case, the SPOC would count toward both your transition-focused requirements AND your complex requirements.

**This subcontract will be paid in installments on the following schedule:**

|  | Direct Costs | Indirect Costs | Total Costs |
|--|--------------|----------------|-------------|
| LHD to invoice OHSU an initial amount as soon as subcontract is fully executed         | \$4,398      | \$440          | \$4,838     |
| LHD to invoice OHSU as soon as amendment is fully executed                             | \$9,090      | \$910          | \$10,000    |
| LHD to invoice OHSU the FINAL amount after LHD has submitted all required deliverables | \$2,932      | \$293          | \$3,225     |
| <b>Total Funding</b>   | \$16,420     | \$1,643        | \$18,063    |



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

(For BOC Use)  
Item #  
56

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

Staff Contact: Kirsti Cason - Greg Close  
Department: MC Parks  
Short Title of Agenda Item:

Phone Number (Ext): 541-989-9500  
Requested Agenda Date: 09/26/2018

**Resolution R-2018-20 - Oregon Parks & Rec Dept. County Opportunity Grant Application**



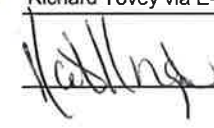
**This Item Involves:** (Check all that apply for this meeting.)

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

N/A      Purchase Pre-Authorizations, Contracts & Agreements

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

Reviewed By:

|   |                           |  |
|---|---------------------------|--|
| <br>DATE: <u>9-24-18</u> | Department Head           | Required for all BOC meetings                            |
| <br>DATE: <u>9/24/18</u> | Admin. Officer/BOC Office | Required for all BOC meetings                            |
| Richard Tovey via E-mail      9/20/2018<br>DATE   | County Counsel            | *Required for all legal documents                        |
| <br>DATE: <u>9/24/18</u> | Finance Office            | *Required for all contracts; other items as appropriate. |
| <br>DATE  | Human Resources           | *If appropriate  |

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

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

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

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

Resolution for Public Works/Parks to apply and seek funding assistance for the Oregon Parks and Recreation Department County Opportunity Grant Program to improve power supply to campsites at the Off-Highway Vehicle Park.

**2. FISCAL IMPACT:**

Substantial -

Previously budgeted at 105,309 in line 238300-330-3446 - Local Gov. Grant

--- Oregon Parks and Recreation Department (OPRD) Local Gov. Grant failed; so applying for County Opportunity Grant.

See Attached for cost breakdown and estimates.

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

Approve Resolution as submitted so the Public Works Department may begin the process to seek funding for OHV Campsite power improvements

Attach additional background documentation as needed.



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

IN THE MATTER OF THE APPLICATION )  
FOR THE COUNTY OPPORTUNITY )  
GRANT PROGRAM FROM THE OREGON )  
PARKS AND RECREATION )  
DEPARTMENT FOR DEVELOPMENT )  
AT MORROW COUNTY OFF-HIGHWAY )  
VEHICLE PARK CAMPGROUND )

Resolution No. R-2018-20

In the matter coming before the Morrow County Board of Commissioners, sitting as the governing body for Morrow County, Oregon during its regularly scheduled meeting on September 26, 2018; and

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

**WHEREAS**, the Oregon Parks and Recreation Department is accepting applications for the County Opportunity Grant Program; and

**WHEREAS**, the Morrow County Parks Master Plan has identified the need to improve campsites amenities at all County Parks; and

**WHEREAS**, the Morrow County Public Works Department desires to participate in this grant program to the greatest extent possible as a means of providing needed park and recreation acquisitions, improvements and enhancements; and

**WHEREAS**, the Morrow County Public Works Department shall upgrade the existing electrical system and install new electrical resources to provide power to campsites;

**WHEREAS**, the applicant hereby certifies that the matching share for this application is readily available at this time; and

**WHEREAS**, Morrow County will provide adequate funding for on-going operations and maintenance of this park and recreation facility should the grant funds be awarded; and

**NOW, THEREFORE, BE IT RESOLVED** that the Morrow County Public Works Department be authorized to apply for the County Opportunity Grant from the Oregon Parks and Recreation Department and

**BE IT FURTHER RESOLVED** that the Morrow County Public Works Department be authorized to make purchases, for items, installation and contract work, for the electrical system upgrades at the Morrow County Off-Highway Vehicle Park Campground.

Dated this 26<sup>th</sup> day of September 2018.

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

---

Don Russell, Chair

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Jim Doherty, Commissioner

Approved as to Form:

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Morrow County Counsel

---

Melissa Lindsay, Commissioner

## County Opportunity - MGCOHV Site Upgrades

| DESCRIPTION - Work Elements   | CONTRACT  | LABOR | MATERIALS/MISC. | EQUIPMENT | TOTAL COST |
|---|-----------|-------|-----------------|-----------|------------|
| <b>MGCOHV Co-Op Grant Expenditure Break Down -- Grant \$ and Match \$</b> |           |       |                 |           |            |
| Equipment - Loader - 20 Hrs (\$43.63 Hr)                                  |           |       |                 | 872.60    | 872.60     |
| Equipment - Truck - 20 Hrs (\$59.93 Hr)                                   |           |       |                 | 1,198.60  | 1,198.60   |
| Equipment - Backhoe - 30 Hrs (\$23.00 Hr)                                 |           |       |                 | 690.00    | 690.00     |
| Equipment - Grader - 30 Hrs (\$66.94 Hr)                                  |           |       |                 | 1,400.00  | 1,400.00   |
| Equipment - Skidsteer - 40 Hrs (\$35.00 Hr)                               |           |       |                 | 1,400.00  | 1,400.00   |
| Equipment - Mini Excvtr - 120 Hrs (\$19.00 Hr)                            |           |       |                 | 2,280.00  | 2,280.00   |
| Equipment - Utility Pick-up - 30 Hrs (\$23.35 Hr)                         |           |       |                 | 700.50    | 700.50     |
| Equipment - Pick-up - 20 Hrs (\$19.00 Hr)                                 |           |       |                 | 380.00    | 380.00     |
| Equipment - Plate Compactor - 35 Hrs (\$18.46 Hr)                         |           |       |                 | 646.10    | 646.10     |
| Permits (Building, DEQ, Elec, Ect.)                                       |           |       | 2,000.00        |           | 2,000.00   |
| Labor - Trenching, Equip. Op. - 500 Hrs (\$23.45 Hr.)                     |           |       | 11,725.00       |           | 11,725.00  |
| 200 cu. Yrds. 1" minus Gravel @ (\$8.09 per yd)                           |           |       | 1,618.00        |           | 1,618.00   |
| Blasting (blast for burried electrical line)                              | 11,500.00 |       |                 |           | 11,500.00  |
| Main Power Supply (CBEC)  | 38,641.00 |       |                 |           | 38,641.00  |
| Site Power (materials, labor)   | 45,777.00 |       |                 |           | 45,777.00  |
|   |           |       |                 |           | 0.00       |
|   |           |       |                 |           | 0.00       |
|   |           |       |                 |           | 0.00       |
| <b>TOTAL</b>  | 95,918.00 | 0.00  | 15,343.00       | 9,567.80  | 120,828.80 |

## County Opportunity - MGCOHV Site Upgrades

| DESCRIPTION - Work Elements   | CONTRACT  | LABOR | MATERIALS/MISC. | EQUIPMENT | TOTAL COST |
|---|-----------|-------|-----------------|-----------|------------|
| <b>MGCOHV Co-Op Grant Expenditure Break Down -- Grant \$ and Match \$</b> |           |       |                 |           |            |
| <b>GRANT TOTALS</b>   | 95,918.00 | 0.00  | 0.00            | 0.00      | 95,918.00  |
| <b>COUNTY MATCH TOTALS</b>  | 0.00      | 0.00  | 15,343.00       | 9,567.80  | 24,910.80  |
| <b>TOTAL</b>  | 95,918.00 | 0.00  | 15,343.00       | 9,567.80  | 120,828.80 |

|                           |                     |
|---------------------------|---------------------|
| <b>Total Grant Funds</b>  | <b>\$95,918.00</b>  |
| <b>Total County Match</b> | <b>\$24,910.80</b>  |
| <b>Total Project Cost</b> | <b>\$120,828.80</b> |

20.617%

|              |                          |               |
|--------------|--------------------------|---------------|
| <b>KEY:</b>  |                          |               |
|              | ** COST AT TIME OF GRANT |               |
| COUNTY MATCH | GRANT FUNDS              | TOTAL PROJECT |

**Wight's Electric**  
 PO Box 468  
 Heppner, OR 97836  
 United States



## ESTIMATE

### ADDRESS

Greg  
 Morrow CO PW Dept  
 PO Box 428  
 Lexington, Oregon 97839

**ESTIMATE # 1027**  
**DATE 09/24/2018**

| ACTIVITY  | QTY | RATE         | AMOUNT             |
|---|-----|--------------|--------------------|
| <b>Installation</b><br>This bid is for the OHV. Section "D" which has 11 camp sites.<br><br>400 Amp service.<br>11- 50 Amp Pedestals.<br>Pipe work wire and parts.<br>Permit.<br><br>Dirt work to be done by others.                                  | 1   | 21,274.00    | 21,274.00          |
| <b>Installation</b><br>This bid is for the OHV. Section "E" which has 19 camp sites. The bid is to power 14 of them.<br><br>400 Amp service.<br>14- 50 Amp Pedestals.<br>Pipe work wire and parts.<br>Permits.<br><br>Dirt work to be done by others. | 1   | 24,503.00    | 24,503.00          |
| This price on the Pedestals is for all of them.   |     | <b>TOTAL</b> | <b>\$45,777.00</b> |

Accepted By

Accepted Date

**Columbia Basin Electric Cooperative, Inc.**  
**Construction Estimate**

**For: MCPW-OHV Park**  
 Line extension to Camp Sites  
 Underground CIC

**Date:**  
 September 20, 2018



| Material Description         | Unit Value | Number of Units | Extended Value |
|------------------------------|------------|-----------------|----------------|
| 15 KV CIC                    | 4.00       | 3000            | 12,000.00      |
| 1-PH Phase Cabinet           | 413.47     | 4               | 1,653.88       |
| 1-PH Ground Sleeve           | 144.50     | 4               | 578.00         |
| 3 Way Module                 | 128.00     | 4               | 512.00         |
| UM6-1 Elbow                  | 41.00      | 16              | 656.00         |
| Insulated Standoff           | 43.50      | 4               | 174.00         |
| Protective Cap               | 29.50      | 16              | 472.00         |
| 1 Ph. Xfm Pad                | 97.55      | 3               | 292.65         |
| UJ2-4 Sec. Block             | 9.20       | 9               | 82.80          |
| Kellum Grip                  | 25.50      | 8               | 204.00         |
| 2 Hole Compression Connector | 8.00       | 18              | 144.00         |
| #350 U.G. Triplex            | 2.59       | 600             | 1,554.00       |
| CT Metering                  | 700.00     | 3               | 2,100.00       |
|                              |            |                 | 0.00           |
|                              |            |                 | 0.00           |
|                              |            |                 | 0.00           |
|                              |            |                 | 0.00           |
|                              |            |                 | 0.00           |
|                              |            |                 | 0.00           |
|                              |            |                 | 0.00           |
|                              |            |                 | 0.00           |

|   |                   |
|---|-------------------|
| <b>Material Subtotal</b>                                | <b>20,423.33</b>  |
| <b>Labor Estimate</b>                                   | <b>12,258.00</b>  |
| <b>Transformation Charge - Panel Amps (2400) X 4.10</b> | <b>9,840.00</b>   |
| <b>Meter Charge</b>                                     | <b>320.00</b>     |
| <b>CBEC Transformation &amp; Metering Allowance</b>     | <b>(4,200.00)</b> |

**Total Estimated Cost To Be Paid By Customer** **38,641.33**

*The above estimated cost will be paid in advance prior to any construction.*

**Description of work to be completed and customer responsibilities ~**



phone: (541) 382-8182  
fax: (541) 306-2144

TAX I.D. 93-1100544

January 30, 2018

Attention: Greg Close

RE: Quote – Morrow County R.V. Park

Drill and shoot approximately 500' of trench 3' deep & 2' wide at O.H.V. Park.

|   |                    |
|---|--------------------|
| Mobilization:                                   | \$ 2,500.00        |
| Drill & Blast Trench (\$18.00 per foot x 500'): | <u>\$ 9,000.00</u> |
|   | \$11,500.00        |

Drill & blast will be billed out at actual footage drilled minimum length to be drilled & blasted 300'.

Signature: Jon Golensen Sr

Dated: 1-30-2018

\* Update: We do not foresee a change in price at this time.

B-CEL

9-21-2018

# ROAD REPORT SEPTEMBER 2018

**SUMMER PAVING:** The road department wrapped up this year's paving season by helping Heppner, Ione, and Lexington with their small city paving allotments. Court St. was paved in Heppner. H St. and Tom St. were paved in Lexington. 2<sup>nd</sup> St., E F G and H Streets were paved in Ione.

**LEXINGTON SAND SHED:** As time allows, crew members have been back filling around the new building at the Lexington yard.

**GRAVEL ROAD REPAIR:** Crew members continue to repair blown out spots on our gravel roads.

**IONE-BOARDMAN PAVING PROJECT:** We have been preparing Ione-Boardman road ahead of the contracted paving crew. The road rebuild project is shaping up nicely and is on schedule to be completed September 27<sup>th</sup>.

**BAKER COUNTY ROAD STRIPING:** Two of our crew members traveled to Baker County to help them complete their four day road striping project.

**ROAD STRIPING:** Our paint crew has begun striping our paved road system where needed.

**FALL BLADING:** As paving season comes to a close, crew members are gearing up for fall blading season. We are hauling rock to needed areas and getting our gravel road system back in shape.

**ANNUAL OACES SKILLS DEMO AND SAFETY CONFERENCE:** Our road department sent three truck/equipment operators to the annual skills demo to compete with county, state, and city road departments from around the state. Morrow County was represented well placing in the top twenty five in all but one event. In addition we took first place in the loader competition, sixth and thirteenth place in the overall Top Gun category.

**PERMITS:** Listed below are permits applied for and approved for the month of September:

|                     |                            |                                |          |             |            |
|---------------------|----------------------------|--------------------------------|----------|-------------|------------|
| 235/235A            | 968 Second Street SW       | Ayala Tax Company              | Approach |             | 08/27/2018 |
| <a href="#">ONH</a> | 849 Penland Lane           | Lexington Pump LLC/Sam Bellamy | Utility  | Water Line  | 09/13/2018 |
| <a href="#">ONI</a> | 596 Tower Road             | LS Networks -- Tammy Munger    | Utility  | Fiber Optic | 09/18/2018 |
| <a href="#">ONJ</a> | T - Pub. Ac. Taggares Lane | LS Networks -- Tammy Munger    | Utility  | Fiber Optic | 09/18/2018 |
| <a href="#">ONK</a> | 662 Wilson Lane            | LS Networks -- Tammy Munger    | Utility  | Fiber Optic | 09/18/2018 |
| <a href="#">ONL</a> | 598 Kunze Lane             | LS Networks -- Tammy Munger    | Utility  | Fiber Optic | 09/18/2018 |
| <a href="#">ONM</a> | 657 Peters Road            | LS Networks -- Tammy Munger    | Utility  | Fiber Optic | 09/18/2018 |





**TUESDAY, NOVEMBER 13**

- 9:00 AM      Pre-Conference: New Commissioner Orientation (separate RSVP required, fee required)  
Pre-Conference: Community Renewable Energy Meeting (CREA)
- 11:00 AM     Registration Open
- 1:00 PM      Opening General Session  
Keynote: The Speed of an Ever-Changing Workforce, Scott Sadler
- 3:00 PM      Networking Break
- 3:15 PM      Workshop: Cap and Trade Policy in Oregon  
Workshop: Stepping Up into Public Safety and Mental Health Collaboration
- 6:00 PM      New Commissioner Dinner (by invitation only, fee required)  
County Administrators Dinner (by invitation only)

**WEDNESDAY, NOVEMBER 14**

- 7:00 AM      Council of Forest Trust Land Counties Meeting (breakfast provided, separate RSVP required, fee required)
- 9:00 AM      Veterans, Healthcare, and Housing  
U.S. Forest Service – Part One  
Workforce: System Purpose and Value  
Meet with Congressional Staff (walk-in, or schedule directly with their office)
- 9:45 AM      Networking Break
- 10:00 AM     Hot Topics in Public Health  
U.S. Forest Service – Part Two  
Workforce: System Engagement  
Meet with Congressional Staff (walk-in, or schedule directly with their office)
- 10:45 AM     Networking Break
- 11:00 AM     Evidence-Based Pre-Trial Justice  
PERS Issues and Possible Reforms  
Workforce: Funding  
Meet with Congressional Staff (walk-in, or schedule directly with their office)
- 11:45 AM     Networking Break
- 12:00 PM     Networking Lunch  
Exhibit Floor Opens
- 1:00 PM      Networking Break

agenda

*\*agenda subject to change*

- 1:15 PM      Increasing the Housing Supply  
Threat Assessment and Management  
Workforce: Implementing Oregon's New Pay Equity Law  
Meet with Congressional Staff (walk-in, or schedule directly with their office)
- 2:00 PM      Networking Break
- 2:15 PM      Keeping Oregon Moving: New Public Transit Funding  
County Administration's Keys to Protecting Public Health  
Workforce: Success Stories  
Meet with Congressional Staff (walk-in, or schedule directly with their office)
- 3:00 PM      Networking Break
- 3:15 PM      Opioid Update and Legislative Responses  
Energy Savings and Performance Contracting  
Workforce: Success Stories  
Meet with Congressional Staff (walk-in, or schedule directly with their office)
- 4:00 PM      Networking Break
- 4:15 PM      The Road Towards Zero Deaths: Implementing Local Transportation Safety Action Plans  
Closing the Opportunity Gap: AOC & Oregon Community Foundation Partnership  
Meet with Congressional Staff (walk-in, or schedule directly with their office)
- 5:00 PM      Conference-Wide Reception with Exhibitors (Special Guests: State and Federal Agency Partners)

**THURSDAY, NOVEMBER 15**

- 7:00 AM      Federal Land Management Subcommittee Meeting (breakfast provided, separate RSVP required, fee required)
- 9:00 AM      General Session: Be the Boss of Your Email – Take Control of Your Inbox!
- 9:45 AM      Networking Break
- 10:00 AM     General Session: Where is Oregon Headed? A Special Presentation from the Oregon State Economist
- 10:45 AM     Networking Break
- 11:00 AM     General Session: NACo Affordable Housing Toolkit
- 11:45 AM     Networking Break
- 12:00 PM     Networking Lunch with Exhibitors
- 1:00 PM      Networking Break
- 1:15 PM      General Session: Harassment Claims are Here - Are You Prepared?
- 2:00 PM      Networking Break
- 2:15 PM      AOC Annual Business Meeting  
Exhibit Floor Closes
- 5:00 PM      County Product Tasting Reception (Special Guests: Oregon Legislative Assembly)

**THANK YOU PARTNERS**



*\*agenda subject to change*

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# PUBLIC NOTICE



## Wheatridge Wind Energy Facility

Request for Comments on the Complete Request for Amendment 2  
and Draft Proposed Order,  
and Notice on the Draft Proposed Order Public Hearing

### Summary

Date Notice Issued: September 21, 2018

Request: Request for Amendment 2 (RFA2) of the Wheatridge Wind Energy Facility site certificate to allow the certificate holder to construct and operate two battery storage systems, 20 and 30 megawatts (MW)

Facility Location: Morrow and Umatilla counties (facility has not been constructed)

Public Hearing on the complete request for amendment and the draft proposed order:

**Date:** October 25, 2018

**Time:** 5:30 p.m.

**Location:** Boardman City Hall  
200 City Center Circle  
Boardman, OR 97818

**Call-in:** 1-877-873-8017

**Passcode:** 799345#

Comment Deadline: October 25, 2018 (close of the public hearing)

### Description of Approved Facility:

The Wheatridge Wind Project (Wheatridge Wind or facility) is an approved, but not yet constructed, 500 MW wind energy facility. The facility, as approved through the first amended site certificate, would include up to 292 wind turbines as well as related or supporting facilities including: an electrical collection system, collector substations, meteorological towers, communication and supervisory control and data acquisition systems, operations and maintenance buildings, new or improved access roads, and temporary construction areas. The current deadline to begin construction is May 24, 2020 and the deadline to complete construction is May 24, 2023.

### Location of Approved Facility:

The facility site is approved to be located on approximately 13,097 acres of private land, within Morrow and Umatilla counties. The western portion of the facility would be located entirely within Morrow County and the eastern portion of the facility would be located within both Umatilla and Morrow counties. A map of the facility is included within this notice.

### Proposed Changes in Request for Amendment 2:

The certificate holder proposes to construct and operate two battery storage systems, 20 and 30 MW, and its interconnection facilities (control house, protective device, and power transformer). The battery storage systems would be located on up to 5 acres, each, adjacent to previously approved but not yet constructed facility substation and operation and maintenance building sites, within the previously approved site boundary.

The certificate holder does not propose to amend the site boundary.

### Comment Period and Public Hearing:

Written comments on RFA2 and the draft proposed order must be received by the Oregon Department of Energy (ODOE) **by the close of the October 25, 2018 public hearing**, and must be submitted in writing by mail, email, hand-delivery or fax per below:

Sarah Esterson, Senior Siting Analyst  
Oregon Department of Energy  
550 Capitol Street NE, 1<sup>st</sup> Floor  
Salem, OR 97301  
Email: [sarah.esterson@oregon.gov](mailto:sarah.esterson@oregon.gov)  
Fax: 503-373-7806

**Written or oral comments may be provided at the public hearing. The Energy Facility Siting Council (EFSC) will not accept comments on RFA2 or the draft proposed order after the close of the record of the draft proposed order public hearing.**

To be eligible to participate in a contested case on RFA2, a person must raise an issue either in person at the public hearing or in a written comment received by ODOE before the record closes on October 25, 2018 at the conclusion of the public hearing.

Please note:

All comments submitted to ODOE may be disclosed to the public, subject to Oregon Public Records Laws (ORS Chapter 192). Public comments may be available on the ODOE webpage for the Wheatridge Wind Energy facility as an attachment to the proposed order, to be issued at a later date.

Comment submission does not register your contact information to receive future notices. If you would like to receive notices for this facility or any other EFSC facility, and have not already done so, please follow the information in this notice to subscribe to the GovDelivery email notification list.

**EFSC Review Process:**

After EFSC has reviewed ODOE's draft proposed order and considered all comments received on the record of the public hearing, as described in this notice, ODOE will issue a proposed order. The proposed order shall recommend approval, modification, or denial of the second amended site certificate.

Upon issuance of the proposed order, ODOE will issue a notice of an opportunity to request a contested case to all persons who commented on the record of the public hearing of the draft proposed order. This includes all individuals who submitted written comments to ODOE and all individuals who commented in person at the public hearing. Contested case requests must be submitted in writing to ODOE by a specified deadline that is contained within the notice.

Only those individuals who commented on the record, either in writing or in person at the public hearing, may request a contested case. To properly raise an issue in a request for a contested case proceeding, the issue must be within the jurisdiction of EFSC and must be raised with

sufficient specificity to afford the decision maker an opportunity to respond to the issue. The issue must raise a significant issue of fact or law that may affect EFSC's determination that the facility, with the change proposed by the amendment, meets applicable laws and EFSC standards included in Chapter 345 divisions 22, 23, and 24.

For more information related to the Proposed Order process and Requests for Contested Case under Type A Review – please reference [Oregon Administrative Rule 345-027-0071](#).

For more information relating to EFSC standards, please visit:

<http://www.oregon.gov/energy/facilities-safety/facilities/Pages/Siting-Standards.aspx>

**Receipt of this Notice:**

Please note that you may be receiving this notice for multiple reasons:

1. You own property within or adjacent to (within 500 feet) the site boundary. You will automatically receive all future notices on this facility.
2. You have previously signed up via GovDelivery or by contacting ODOE to receive notices related to the Wheatridge Wind Energy Facility or all EFSC project-related notices. You will automatically receive all future notices per your request or GovDelivery choices, unless you unsubscribe via GovDelivery or by contacting ODOE.

**More Information:**

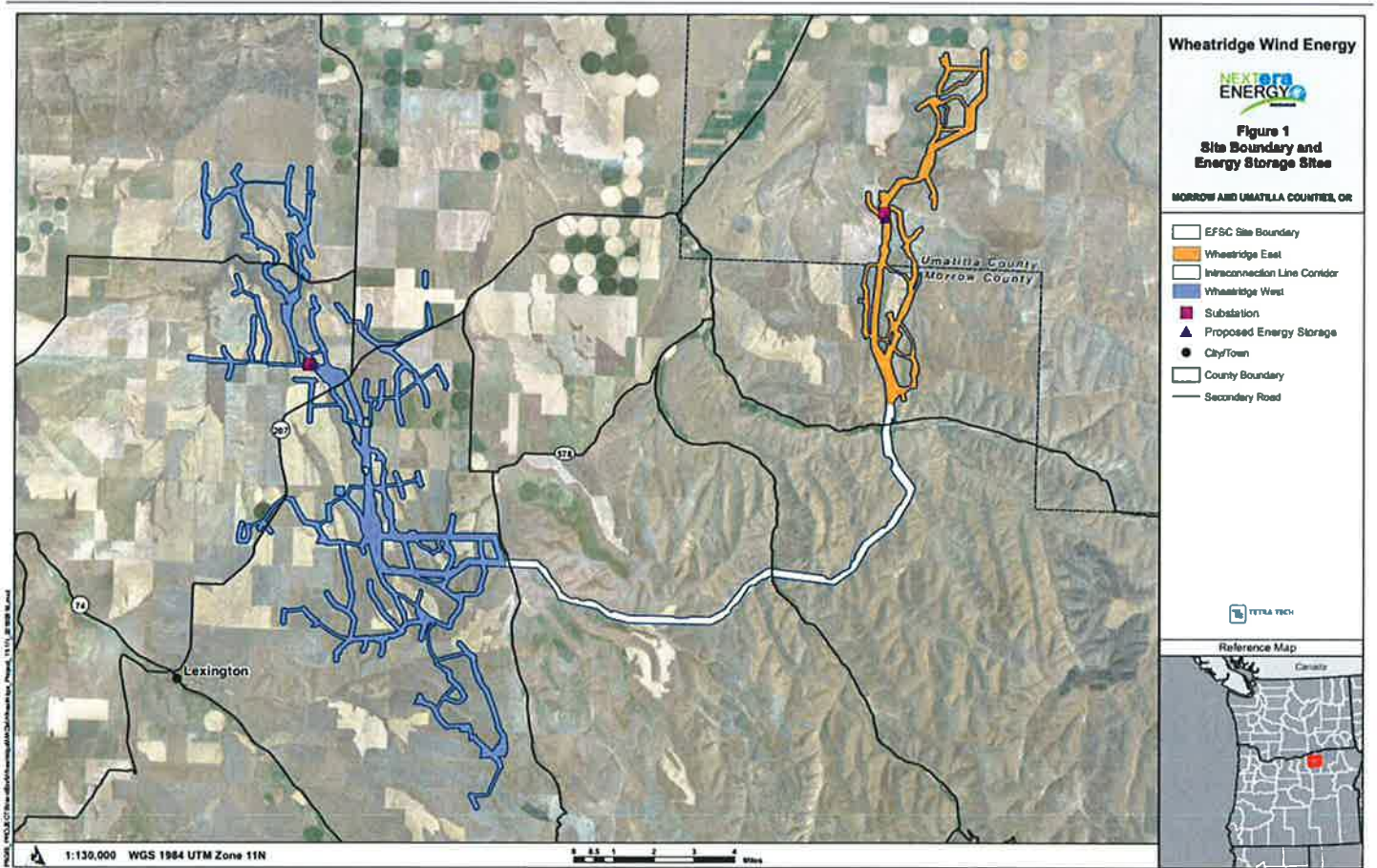
Please contact Sarah Esterson, Senior Siting Analyst, at the email address or mailing address listed above. More information about the facility and updates on the review process is available using any of the following options.

**1) Oregon Department of Energy's webpage:**

More details on the Wheatridge Wind Energy Facility, including the certificate holder's Request for Amendment 2 and the ODOE's draft proposed order, are available online at:

<https://www.oregon.gov/energy/facilities-safety/facilities/Pages/WRW.aspx>







# SAVE THE DATE

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2018 RETIREMENT OPEN HOUSE  
THURSDAY, NOVEMBER 8, 2018, 5:00 - 8:00 PM

IN RECOGNITION OF 29 YEARS OF SERVICE  
BY **GARY NEAL**  
AT THE PORT OF MORROW

MORE INFORMATION TO FOLLOW