MARION COUNTY BOARD OF COMMISSIONERS

"Delivering Excellence Everyday"

Wednesday, July 23, 2025
Board Session 9:00 a.m.

Senator Hearing Room
555 Court Street NE, Salem

PUBLIC COMMENT

PRESENTATION

HEALTH AND HUMAN SERVICES

1. Updates on the Marion County, Health and Human Services, Alcohol and Drug Prevention Education Program (ADPEP) and the Opioid Prevention Program. –Diana Dickey

CONSENT

COMMUNITY SERVICES

2. Approve an order delegating authority to the Marion County Chief Administrative Officer (CAO) to execute and authorize payments under the Marion County Down Payment Assistance Program in the not-to-exceed amount of $125,000 for each application for fiscal year 2025-26.

HEALTH AND HUMAN SERVICES

3. Approve the incoming funds Intergovernmental Agreement with the Oregon Health Authority (OHA) in the amount of $5,865,402.80 for Marion County Health and Human Services to provide and operate contracts for public health services retroactive to July 1, 2025, through June 30, 2027.

4. Approve the incoming funds Intergovernmental Agreement with the Oregon Health Authority (OHA) in the amount of $140,116 to provide treatment and education services for Veterans under Service ID Code: A&D 65, Intoxicated Driver Program Fund (IDPF) retroactive to July 1, 2025, through June 30, 2027.

PUBLIC WORKS

5. Receive notice of the hearings officer's decision denying Zone Change (ZC) Case #25-002/Creative Electric, LLC.

6. Approve a Right-Of-Way (ROW) Dedication to dedicate to the public for ROW purposes, a one-foot reserve strip known as "Block A" and a one-foot reserve strip known as "Block B" that was created in the plat of Alder Estates.

7. Approve an order amending the Marion County Transportation Safety Action Plan (TSAP) by replacing Appendix C of the current plan with the revised Appendix C which removed a "draft" watermark and includes a signed letter from the State of Oregon.

8. Approve Early Work Amendment #2 to the Construction Manager/General Contractor (CM/GC) Contract with Slayden Constructors, Inc. to add the not-to-exceed amount of $151,962 for a new contract total of $914,559 to provide investigatory potholing of existing underground utilities for the Brooks-Hopmere Water and Wastewater Improvement Project through December 31, 2026.

SHERIFF'S OFFICE

9. Approve Amendment #1 to the Contract for Services with Salem Health to add $250,000 for a new not-to-exceed contract total of $850,000 to continue to provide hospital services to Adults-In-Custody (AIC) at the Marion County Jail through November 30, 2025.

10. Approve an order to officially dissolve the Marion County Justice Reinvestment Council (JRIC) effective July 23, 2025, and transfer management of the Marion County Reentry Initiative (MCRI), Client and Victim Services Support Account to the Marion County Sheriff's Office with financial oversight responsibilities assigned to the Marion County Community Corrections Board.

TAX OFFICE

11. Approve an order for a property tax refund for Northwood Apartments #804, account 520305, in the amount of $22,532.48.

ACTION

FINANCE

12. Consider approval of the Master Services Agreement with Sierra-Cedar, LLC in the amount of $6,766,633 to provide Enterprise Resource Planning (ERP) implementation services through September 30, 2028. –Jeff White

HEALTH AND HUMAN SERVICES

13. Consider approval of the incoming funds Intergovernmental Agreement with the Oregon Health Authority (OHA) in the amount of $301,200 to support Behavioral Health (BH) Addiction Service Programs administered under Service ID: A&D 80, Problem Gambling Prevention Services, retroactive to July 1, 2025, through June 30, 2027. –Wendy Zieker

14. Consider approval of a Special Procurement to allow Marion County Health and Human Services to act as a fiscal intermediary for the distribution of $15,000,000 for multiple contractual agreements related to MHS 12, Rental Assistance Program Services, with a term beginning September 1, 2025, and ending December 31, 2030. –Naomi Hudkins and Christina Bertschi

15. Consider approval of Amendment #4 to the incoming funds Intergovernmental Agreement (IGA) with the Oregon Department of Human Service (ODHS) to add $134,099.84 for a new not-to-exceed IGA total of $384,099.84 to provide housing placement services to families referred by ODHS through June 30, 2026. –Christina Bertschi

PUBLIC WORKS

16. Consider Approval of the Contract for Services with Trailkeepers of Oregon in the not-to-exceed amount of $160,000 for recreational trail building and rehabilitation work in Marion County Parks through July 31, 2028. –Kevin Thompson

17. Consider approval of Amendment #5 to the Standard Professional Services Contract with Keller Associates, Inc., to add American Rescue Plan Act (ARPA) funding in the amount of $528,373 for a new not-to-exceed contract total of $2,397,829 to provide final engineering design and construction services for the Brooks-Hopmere Drinking Water Improvement and Wastewater Projects through December 31, 2026. –Chris Einmo

PUBLIC HEARINGS
9:30 A.M.

PUBLIC WORKS

A. Public hearing to consider a new franchise application for Bio Clean Industries Corporation. –Brian May

B. Public hearing to consider an appeal of the hearing officer's decision denying Conditional Use (CU) Case #24-028/Marvin Klopfenstein. –Austin Barnes

For agenda items where in-person testimony is allowed, the public may submit written testimony or sign up to provide testimony by telephone by emailing PublicHearings@co.marion.or.us **at least 24 hours before the meeting. The email must specify the meeting date/time and agenda topic for which testimony is being submitted. For telephone testimony requests, the email must also include your name and the phone number that staff should use to call you at the appropriate time.**

If you require interpreter assistance, an assistive listening device, large print material or other accommodations, call 503-588-5212 at least 48 hours in advance of the meeting. TTY 503-588-5168 Si necesita servicios de interprete, equipo auditivo, material copiado en letra grande, o culaquier otra acomodacion, por favor llame al 503-588-5212 por lo menos 48 horas con anticipacion a la reunion. TTY 503-588-5168 Marion County is on the Internet at: www.co.marion.or.us

MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: Wednesday, July 23rd, 2025

Department: Health & Human Services

Title: Alcohol and Drug Prevention and Education Program and Opioid Prevention Program Update

Management Update/Work Session Date: 7/8/2025 **Audio/Visual aids** ☐

Time Required: 10 **Contact:** Samantha Andress **Phone:** x4903

Requested Action: Information only

Issue, Description & Background: Provide updates on the Alcohol and Drug Prevention and Education Program (ADPEP) and the Opioid Prevention Updates will include highlights from the 23-25 biennium, the Opioid Prevention Plan and looking ahead to the 25-27 biennium ADPEP workplan.

Financial Impacts:

Impacts to Department & External Agencies:

List of attachments: PowerPoint; ADPEP Highlights handout

Presenter: Diana Dickey

Department Head Signature: Ryan Matthews

Digitally signed by Ryan Matthews
Date: 2025.07.08 15:00:28 -07'00'

Marion County
OREGON
Health & Human Services

ALCOHOL AND DRUG PREVENTION AND EDUCATION (ADPEP) AND OPIOID PREVENTION PROGRAM

FY 24-25 AND RECENT HIGHLIGHTS



- 4500+ individuals reached with prevention programming and resources
- 1083 students received substance use prevention education
- Kratom awareness materials and presentations
- Fentanyl prevention shared on CCM, “Your Community Matters”
- 2025 Tobacco and Alcohol Retail Assessments
- 100 Boys and Girls Club Staff trained talking with youth about substance use, local data, and resources for evidence-based substance use prevention programming

LOOKING AHEAD FY 25-26 AND BEYOND

- Supporting partners on the impacts of substance abuse, technical assistance on prevention initiatives
- Supporting schools and teachers on substance use initiatives and lessons
- Adding cannabis prevention to resources for pregnant women
- Expanding opioid prevention awareness through multi-media initiatives
- Healthcare and partner opioid prevention trainings
- Following emerging substance trends (such as Tianeptine)
- Classroom presentations on substances and prevention
- Rethink the Drink campaign
- Guiding Good Choices parenting classes
- Opioid Prevention webpage
- Support Youth Voice Committee on fentanyl education projects





Marion County
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ADPEP and OPIOID Prevention Program Updates

Diana Dickey, B.A., CPS, CPH

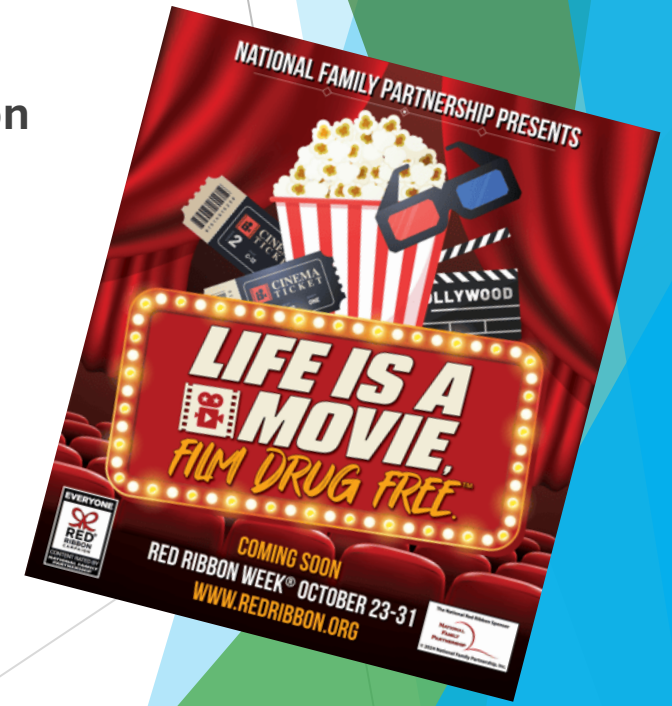
Substance Abuse Prevention Coordinator

Marion County Health and Human Services

FY 24-25 Program Highlights



- 4500+ individuals reached with prevention resources
- 1083 students received substance use prevention education
- 100 Boys and Girls Club staff trained on youth substance use prevention
- 100+ Providers and staff Opioid prevention presentations with Dr. Jill Pearson
- Kratom awareness materials and presentations
- Aumsville Elementary Red Ribbon Week
- Fentanyl information shared on CCM “Our Community Matters” (Ongoing)
- 2025 Tobacco and Alcohol Retail Assessments



Oregon Student Health Survey

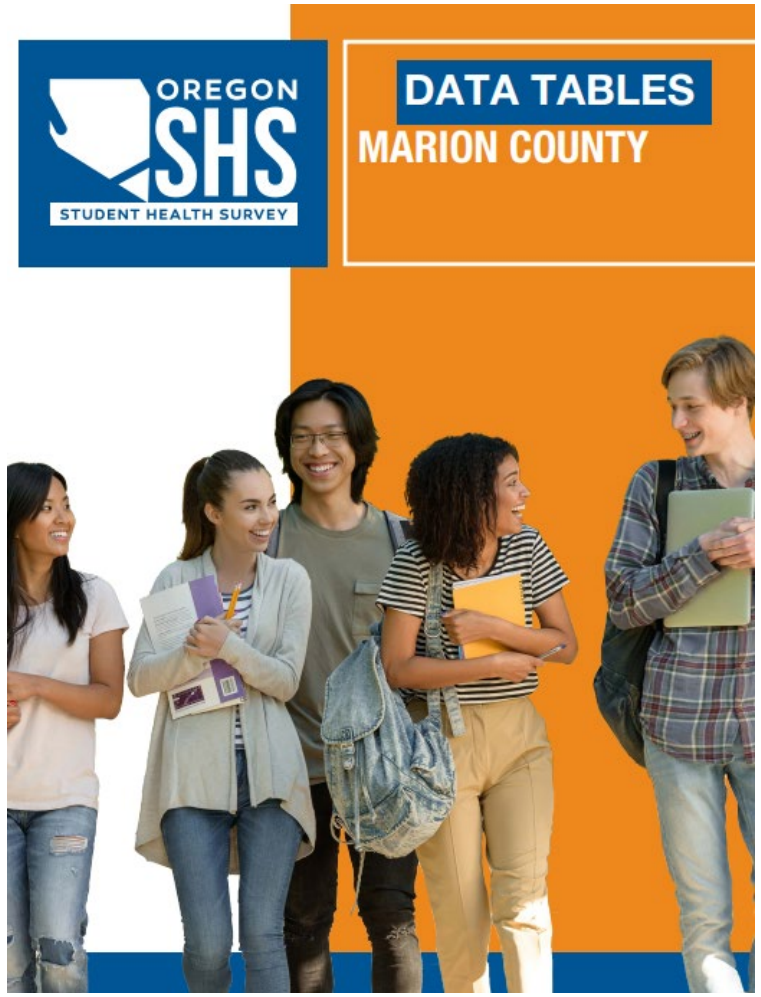


Table 96. Have you ever used marijuana in any form?

	County 2024				State 2024			
	6th	8th	11th	Total	6th	8th	11th	Total
Yes	1.3	4.9	11.6	5.6	1.4	6.0	19.8	8.0
I have never used marijuana in any form	80.8	85.9	78.5	82.0	83.9	85.2	70.4	80.6
Don't know/Refused to answer	17.9	9.2	9.9	12.4	14.8	8.9	9.8	11.3

*New question in 2024.

2024 Oregon Student Health Survey

Table 121. How wrong do your parents feel it would be for you to: Use marijuana?

	County 2022				County 2024				State 2024			
	6th	8th	11th	Total	6th	8th	11th	Total	6th	8th	11th	Total
Very wrong	64.1	75.8	72.7	70.9	73.7	72.5	68.7	71.8	75.9	72.9	62.1	71.0
Wrong	10.8	7.5	10.2	9.5	5.5	8.5	12.8	8.7	6.4	9.9	15.3	10.1
A little bit wrong	0.5	2.3	4.5	2.4	1.0	2.2	4.0	2.3	1.7	3.3	9.1	4.3
Not wrong at all	6.2	2.3	3.0	3.8	4.5	3.5	3.1	3.7	3.4	3.0	4.4	3.5
Don't know/Refused to answer	18.5	12.0	9.6	13.4	15.4	13.3	11.4	13.4	12.8	10.9	9.1	11.1

2024 Oregon Student Health Survey

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5 THINGS TO KNOW ABOUT KRATOM



Kratom is a tropical plant that people use to self-treat pain, or as a stimulant. Kratom is not regulated or inspected and comes with real risks.

#1 Kratom can affect babies during pregnancy.

When a pregnant person uses kratom, the baby may be born with symptoms of withdrawal and need treatment.

#2 Kratom can be contaminated.

Kratom can be contaminated with heavy metals, or risky unknown added ingredients. Kratom products have been found to have harmful germs such as salmonella. Salmonella poisoning can be fatal.

#3 Kratom has serious side effects.

Some side effects of kratom are:

- Weight loss
- Nausea and vomiting
- Liver damage
- Constipation
- High blood pressure

Kratom may also cause trouble breathing, confusion and false beliefs, called delusions.

#4 Kratom can interact with other medications.

Kratom may interact with other medications a person is taking, which may result in serious adverse effects.

#5 Kratom is banned in many U.S. states because of serious health risks!

If you or someone you know needs help with a substance use disorder, including kratom, call SAMHSA's National Helpline at:
1-800-662-HELP (4357) or
TTY: 1-800-487-4889

LEARN MORE ABOUT KRATOM AT NIDA.NIH.GOV

Sources: nida.nih.gov/research-topics/kratom; mayoclinic.org; www.fda.gov; www.dea.gov

WHAT TO KNOW ABOUT KRATOM

KRATOM REGULATION

Several states and local jurisdictions have laws regulating kratom, including some that have added kratom to their Schedule I controlled substance list. Others have age restrictions on purchasing, require labeling or child-resistant packaging.

In Oregon, the sale or distribution of kratom is prohibited to individuals under 21 years of age. The FDA continues to warn people against the use of Kratom because of the risk of serious adverse effects.

References
1. Palamar J. Past-Year Kratom Use in the U.S.: Estimates From a Nationally Representative Sample. Am J Prev Med. 2021 Aug;61(2):240-245. doi: 10.1016/j.amepre.2021.01.004. Epub 2021 Apr 29. PMID: 34023096; PMCID: PMC8319032.
2. Department of Justice/Drug Enforcement Administration Drug Fact Sheet, Kratom 2022
3. FDA and Kratom Retrieved 8/14/24 from FDA Public Health Focus FDA and Kratom
4. National Institute on Drug Abuse, Kratom, March 2022
5. Lee J, Park J, Go A, Moon H, Kim S, Jung S, et al. Urine multi-drug screening with GC-MS or LC-MS-MS using SALLE-hybrid PPT/SPE. J Anal Toxicol. 2018;42:617-24. doi: 10.1093/jat/bky042. [DOI] [PubMed] [Google Scholar]
6. Sharma A, Kamble SH, Leon X, Chear NJY, Ding YS, Berthold EC, et al. Simultaneous quantification of ten key kratom alkaloids in Mitragyna speciosa leaf extracts and commercial products by ultra-performance liquid chromatography-tandem mass spectrometry. Drug Test Anal. 2019;11:8. doi: 10.1002/dta.2666. [DOI] [PMC free article] [PubMed] [Google Scholar]
7. 2018 Oregon Tobacco and Alcohol Retail Assessment
8.2022 National Survey on Drug Use and Health, Retrieved 8/14/24 from Key Substance Use and Mental Health Indicators, 2022 NSDUH
9. https://nida.nih.gov/nidamed-medical-health-topics/kratom

For questions email us at:
MCHDPrevention@co.marion.or.us

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KRATOM IN PREGNANCY

The FDA is aware of cases where newborns have experienced neonatal abstinence syndrome (comparable to opioid exposed babies[9]) after prolonged prenatal exposure to kratom.

There is a common misconception that herbal substances, due to being "natural" do not require special consideration or disclosure to a provider. With kratom, this belief is reinforced by marketing claims that promote it as a nonaddictive and risk-free alternative to opioids. As a result, many individuals are unaware of the potential risks associated with kratom use.

Healthcare providers working with women of childbearing age, including those who are pregnant or parenting, should screen for substance use, including kratom.
It is essential to inform pregnant women that exposure to substances, including kratom, during pregnancy can have adverse effects on the development of the fetus .



Kratom is a tree native to Southeast Asia. Its leaves are consumed in capsules, teas and extracts. Kratom is widely available in retail settings around Oregon.
In low doses, kratom acts as a stimulant and manifests as increased alertness, physical energy and talkativeness and more social behavior while in higher doses, it acts as a central nervous system depressant, whose effects can be variable and unpredictable.
The impact of kratom on an individual's body may also vary based on factors such as amount consumed, potency, method of consumption, personal medical history and other medications/substances the person may be using[5,6].
The use of kratom is increasing in the U.S., especially by those who are ages 18-25, as individuals seek to self-treat anxiety, depression, pain, and substance use disorders. [1]

TAKE ACTION

Use these tips to talk with your teen:

- Check in frequently to see how they are doing;
- Choose informal times to talk, such as in the car, during dinner, or while watching TV;
- Be clear and consistent about your expectations regarding opioids and other drug use;
- Establish family agreements to spend time together doing social and extracurricular activities;
- Let them know you care and are always there for them; and
- Continue talking with your teens as they get older.

Help your teen create an "exit plan" in case he or she is offered or faced with a difficult decision about prescription opioids (such as texting a code word to a family member). Peer pressure can be powerful, so coming up with realistic action steps and practicing them together in a safe environment will prepare and empower your teen to make good choices when it matters.

Make sure to properly store and dispose of all medication. All medications that are expired, unused, or no longer needed should be removed from your home and disposed of immediately. This will reduce the chances your teen takes medication accidentally, misuses it, or shares it intentionally. Visit https://takebackday.dea.gov/ to locate a collection site to safely dispose of your medication.

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Research suggests that one of the most influential factors when a teen is growing up is a strong, open relationship with a parent or caregiver.

For more information about how to talk with your teen about prescription opioids, visit www.underagedrinking.samhsa.gov and www.samhsa.gov.

talk
they hear you®
www.underagedrinking.samhsa.gov

SAMHSA
Substance Abuse and Mental Health Services Administration

#TalkTheyHearYou

PEP20-03-01-002

TALKING WITH YOUR TEEN ABOUT OPIOIDS:

Keeping Your Kids Safe



talk
they hear you®

Moms who use opioids need extra care during pregnancy and after delivery.

Women taking medications or supplements for opioid use disorder should talk with their healthcare provider about what is safe during pregnancy and breastfeeding.

Your provider can also help you manage pain safely during pregnancy, including recommending approved medications and non-medical pain management alternatives.

Moms who use opioids need extra special care during pregnancy. This may include treatment for opioid use disorder, regular medical testing, and close monitoring of the baby's growth.

Sources:1.www.cdc.gov/overdose-prevention/hcp/clinical-care/opioid-use-and-pregnancy.html
2.https://www.acog.org/clinical/clinical-guidance/committee-opinion/articles/2017/08/opioid-use-and-opioid-use-disorder-in-pregnancy

No matter how difficult the journey, there is always hope, and there is always support. **You are not alone.**

For help contact:
Marion County Addiction Treatment Services
2045 Silverton Road NE, Suite A
Salem, Oregon 97301
503-576-4660
or
www.samhsa.gov/substance-use/prevention

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Health & Human Services

OPIOID USE AND PREGNANCY





Looking Ahead

GUIDING GOOD CHOICES

- Guiding Good Choices parent education
- Rethink the Drink campaign
- Support Youth Voice on fentanyl education projects
- Support teachers with required opioid prevention lessons
- Opioid prevention webpage
- Add cannabis to information for pregnant women
- Expand opioid trainings
- Promoting ODMAP utilization to first responders
- Other initiatives based on local conditions and data
- Following emerging substances (such as Tianeptine)





ODMAP
OVERDOSE DETECTION MAPPING APPLICATION PROGRAM

MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: July 23, 2025

Department: Community Services

Title: Board Order to authorize CAO to approve down payment assistance payments up to $125,000.00

Management Update/Work Session Date: July 8th, 2025 **Audio/Visual aids** ☐

Time Required: 5 minutes **Contact:** Steve Dickey **Phone:** (503)373-4334

Requested Action: Approve a Board Order that authorizes the Chief Administrative Officer (CAO) to approve down payments from the Marion County Community Services Down Payment Assistance Program in the amount of up to $125,000.00 per client.

Issue, Description & Background: On August 2nd, 2023 the Marion County Board of Commissioners approved the Down Payment Assistance and Recapture/Resale Policy. This policy raised the amount available for down payments from $25,000.00 to $125,000.00. With the new maximum at $125,000.00 this required approval by the Board of Commissioners for every down payment. The issue encountered is related to the County's process to obtain approval from the Board of Commissioners does not coordinate with the closing process and would result in delayed closings. This in some cases would cause the sale to fail and the client would then have to start over finding a house.

Financial Impacts: This action has no financial impact to Marion County as the funds for the down payments are provided by U.S. Housing and Urban Development.

Impacts to Department & External Agencies: This will improve the ability to process and allow for timely processing of down payment assistance for our clients.

List of attachments: Board Order

Presenter: Steve Dickey

Department Head Signature: Kelli Wurse

MEMORANDUM

TO: Marion County Board of Commissioners
FROM: Steve Dickey, CDBG/HOME Program Manager
MEETING DATE: July 8, 2025, Management Update

2025-2026 DOWN PAYMENT ASSISTANCE BOARD ORDER

BACKGROUND

On August 2nd, 2023 the Marion County Board of Commissioners approved the Down Payment Assistance and Recapture/Resale Policy. This policy raised the amount available for down payments from $25,000.00 to $125,000.00. With the new maximum at $125,000.00 this required approval by the Board of Commissioners for every down payment. The issue encountered is related to the County's process to obtain approval from the Board of Commissioners does not coordinate with the closing process and would result in delayed closings. This in some cases would cause the sale to fail and the client would then have to start over finding a house.

To address this issue, starting with the 2023-2024 fiscal year a Board Order was issued delegating authority to the Chief Administrative Officer to authorize downpayments under the Down Payment Assistance program in amounts up to $125,000. This Board Order was repeated again at the beginning of fiscal year 2024-2025.

MANAGEMENT UPDATE PURPOSE

The purpose of the July 8, 2025 Board Management Update is to brief the Board of Commissioners on the request to approve a Board Order that authorizes the Chief Administrative Officer to approve down payments from the Marion County Community Services Down Payment Assistance Program in the amount of up to $125,000.00 per client.

NEXT STEPS

This item will be on the agenda for the July Board of Commissioners Meeting to request approval of a Board Order that authorizes the Chief Administrative Officer to approve down payments from the Marion County Community Services Down Payment Assistance Program in the amount of up to $125,000.00 per client.

ATTACHMENTS

Attachment 1 – Board Order

BEFORE THE BOARD OF COMMISSIONERS

FOR MARION COUNTY, OREGON

In the matter of the delegation of authority to the Chief Administrative Officer to authorize payments under the Marion County Community Services Down Payment Assistance Program	)))))

ORDER No. _____

This matter came before the Marion County Board of Commissioners at its regularly scheduled public meeting on July 23rd, 2025, to delegate authority to the Chief Administrative Officer in relation to the Marion County Community Service Down Payment Assistance Program.

WHEREAS, Marion County has approved a Down Payment Assistance ("DPA") program using HUD HOME Investment Partnership Program Funds; and

WHEREAS, the amount each applicant may receive under the DPA is up to $125,000.00;

WHEREAS, the Board now seeks to delegate the authority to the Chief Administrative Officer to approve and execute payments under the DPA;

IT IS HEREBY ORDERED that the Marion County Chief Administrative Officer is delegated the authority and responsibility of the Board of Commissioners, for the fiscal year of 2025-26, to execute and authorize payments under the Down Payment Assistance Program in an amount up to $125,000.00 for each application.

DATED at Salem, Oregon, this ____ day of July.

MARION COUNTY BOARD OF COMMISSIONERS

_____
Chair

_____
Commissioner

_____
Commissioner

Docusign Envelope ID: 34494D25-A214-4AF3-AC6B-938EB79AE646

MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: 7/23/25

Department: Health & Human Services

Title: Intergovernmental Agreement No. 185823 with OHA for Public Health

Management Update/Work Session Date: 7/08/25 **Audio/Visual aids** ☐

Time Required: 10 min **Contact:** Kristina Ballow **Phone:** 503-588-5409

Requested Action: Seeking Approval of IGA #185823 with OHA for Public Health funds.

Issue, Description & Background: Intergovernmental Agreement: Oregon Health Authority Biennium 2025-2027 IGA #185823 and Marion County Health and Human Services to provide and operate contracts for Public Health Services.

Financial Impacts: Total contract amount $5,865,402.80.

Impacts to Department & External Agencies: Health and Human Services anticipates no financial impact to other departments.

List of attachments: Original IGA

Presenter: Wendy Zieker

Department Head Signature: DocuSigned by: Ryan Matthews 7D28A787656F458...

Docusign Envelope ID: 34494D25-A214-4AF3-AC6B-938EB79AE646

Contract Review Sheet

Intergovernmental Agreement **HE-6717-25**

Title: **Public Health OHA IGA#185823**

Contractor's Name: **Oregon Health Authority**

Department: **Health and Human Services** Contact: **Kristina Ballow**

Analyst: **Chalyce MacDonald** Phone #: **(503) 588-5409**

Term - Date From: **July 1, 2025** Expires: **June 30, 2027**

Original Contract Amount: **$ 5,865,402.80** Previous Amendments Amount: **$ -**

Current Amendment: **$ -** New Contract Total: **$ 5,865,402.80** Amd% **0%**

Incoming Funds ☑ Federal Funds ☐ Reinstatement ☑ Retroactive ☐ Amendment greater than 25%

Source Selection Method: **ORS190 Intergovernmental Agreement**

Description of Services or Grant Award

Intergovernmental Agreement: Oregon Health Authority Biennium 2025-2027 IGA #185823 and Marion County Health and Human Services to provide and operate contracts for Public Health Services.

Desired BOC Session Date:	**7/23/2025**	Contract should be in DocuSign by:	**6/18/2025**
Agenda Planning Date	**6/26/2025**	Printed packets due in Finance:	**6/24/2025**
Management Update	**7/8/2025**	BOC upload / Board Session email:	**6/25/2025**

BOC Session Presenter(s) **Wendy Zieker** Code: **Y**

REQUIRED APPROVALS

DocuSigned by: C5F72231F6E54F3...	6/20/2025	Signed by: Kristina Ballow A38C58E8078E42B...	6/25/2025
Finance - Contracts	Date	Contract Specialist	Date
Signed by: Scott Morris 60C98A6E708240B...	6/24/2025	DocuSigned by: Jan Fritz DC16351248DE4EC...	6/24/2025
Legal Counsel	Date	Chief Administrative Officer	Date

Docusign Envelope ID: 34494D25-A214-4AF3-AC6B-938EB79AE646

REQUEST FOR AUTHORIZATION OF CONTRACT
HE-6717-25

Date: June 9, 2025
To: Chief Administrative Officer
Cc: Contract File
From: Kristina Ballow

I. Subject: Retroactive

The Marion County Health and Human Services (MCHHS) is requesting approval of a retroactive contract as described in Section 10-0580 of the Marion County Public Contracting Rules. The contract is with Oregon Health Authority (OHA) for Public Health OHA IGA#185823 with a value of $5,865,402.80 and will be effective retroactive to 7/1/2025 upon approval.

A. BACKGROUND

This is incoming funds through the Intergovernmental Agreement from OHA to MCHHS to provide financing for Public Health Services. This Agreement shall become effective on July 1, 2025. This Agreement shall expire on June 30, 2027.

B. As required in Section 10-0580(2)(a), Department staff will provide an explanation of why the contract was not submitted before performance began:

On June 9, 2025, MCHHS received Intergovernmental Agreement (IGA) #185823 from the Oregon Health Authority (OHA). Upon receipt, the Contracts Department began reviewing the agreement and associated statements of work to ensure alignment with program requirements.

As part of standard procedure, the contracts process involves multiple departments to ensure compliance with internal policies and state requirements. Due to the time required for this multi-step review, the agreement will be processed retroactively to reflect the intended start date and maintain continuity of services.

C. As required in Section 10-0580(2)(b), Department staff will provide a description of the steps being taken to prevent similar occurrences in the future:

MCHHS is committed to coordinating with all relevant departments and contractors throughout the contract review and drafting process. We will continue to collaborate with OHA to ensure that agreements are received by the County with adequate lead time for processing, thereby avoiding the need for retroactive implementation.

Docusign Envelope ID: 34494D25-A214-4AF3-AC6B-938EB79AE646

Submitted by:

Signed by:
Kristina Ballow
A38C58E8078E42B...

Kristina Ballow
Health and Human Services

Reviewed by:

DocuSigned by:
Sandra L. Gibson
C5F72231E6F54E3...

Contracts & Procurement

Acknowledged by:

DocuSigned by:
Ryan Matthews
7D28A787656F458...

Department Head

Acknowledged by:

DocuSigned by:
Jan Fritz
DC16351248DE4EC...

Jan Fritz, CAO

Docusign Envelope ID: 34494D25-A214-4AF3-AC6B-938EB79AE646

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

AGREEMENT #185823-0

2025-2027 INTERGOVERNMENTAL AGREEMENT FOR THE FINANCING OF PUBLIC HEALTH SERVICES

This 2025-2027 Intergovernmental Agreement for the Financing of Public Health Services (the "Agreement") is between the State of Oregon acting by and through its Oregon Health Authority ("OHA") and Marion County, the Local Public Health Authority for Marion County ("LPHA").

RECITALS

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

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

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

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

WHEREAS, if OHA is acquiring services for the purpose of responding to a state of emergency or pursuant to a Major Disaster Declaration from FEMA. OHA intends to request reimbursement from FEMA for all allowable costs.

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

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

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

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AGREEMENT

1. **Effective Date and Duration.** This Agreement shall become effective on July 1, 2025, regardless of the date of signature. Unless terminated earlier in accordance with its terms, this Agreement shall expire on June 30, 2027.

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

   This Agreement without Exhibits

   Exhibit A Definitions
   Exhibit B Program Element Descriptions
   Exhibit C Financial Assistance Award and Revenue and Expenditure Report
   Exhibit D Special Terms and Conditions
   Exhibit E General Terms and Conditions
   Exhibit F Standard Terms and Conditions
   Exhibit G Required Federal Terms and Conditions
   Exhibit H Required Subcontract Provisions
   Exhibit I Subcontractor Insurance Requirements
   Exhibit J Information Required by 2 CFR Subtitle B with guidance at 2 CFR Part 200

   All of the above exhibits are incorporated by reference into this Agreement. LPHA agrees to conduct the services listed in the Financial Assistance Award of Exhibit C as more specifically described in the Program Elements of Exhibit B, according to the terms of Exhibits D-I. In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence shall control. The precedence of each of the documents comprising this Agreement is as follows, listed from highest precedence to lowest precedence: this Agreement without Exhibits, Exhibit G, Exhibit A, Exhibit C, Exhibit D, Exhibit B, Exhibit F, Exhibit E, Exhibit H, Exhibit I, and Exhibit J.

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

3. SIGNATURES.

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

Signature: _____

Name: /for/ Nadia A. Davidson

Title: Director of Finance

Date: _____

MARION COUNTY LOCAL PUBLIC HEALTH AUTHORITY

By: DocuSigned by: Ryan Matthews 7D28A787656F458...

Name: Ryan Matthews

Title: HHS Administrator

Date: 6/20/2025

DEPARTMENT OF JUSTICE – APPROVED FOR LEGAL SUFFICIENCY

Agreement form group-approved by Devon Thorson, Senior Assistant Attorney General, Tax and Finance Section, General Counsel Division, Oregon Department of Justice by email on May 29, 2025, copy of email approval in Agreement file.

REVIEWED BY:

OHA PUBLIC HEALTH ADMINISTRATION

By: _____

Name: Rolonda Widenmeyer *(or designee)*

Title: Program Support Manager

Date: _____

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SIGNATURE PAGE FOR
PUBLIC HEALTH OHA IGA#185823 - HE-6717-25
between
MARION COUNTY and OREGON HEALTH AUTHORITY

MARION COUNTY SIGNATURES
BOARD OF COMMISSIONERS:

_____

Chair Date

_____

Commissioner Date

_____

Commissioner Date

Authorized Signature: DocuSigned by: Ryan Matthews 7D28A787656F458... 6/20/2025

Department Director or designee Date

Authorized Signature: DocuSigned by: Jan Fritz DC16351248DE4EC... 6/24/2025

Chief Administrative Officer Date

Reviewed by Signature: Signed by: Scott Norris 60C98A6F708240B... 6/24/2025

Marion County Legal Counsel Date

Reviewed by Signature: DocuSigned by: Sandra L. Hazen C5F72231E6F54E3... 6/20/2025

Marion County Contracts & Procurement Date

Docusign Envelope ID: 34494D25-A214-4AF3-AC6B-938EB79AE646

EXHIBIT A
DEFINITIONS

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

1. **"Agreement"** means this 2025-2027 Intergovernmental Agreement for the Financing of Public Health Services.

2. **"Agreement Settlement"** means OHA's reconciliation, after termination or expiration of this Agreement, of amounts OHA disbursed to LPHA with amounts that OHA is obligated to pay to LPHA under this Agreement from the Financial Assistance Award, based on allowable expenditures as properly reported to OHA in accordance with this Agreement. OHA reconciles disbursements and payments on an individual Program Element basis.

3. **"Allowable Costs"** means the costs described in 2 CFR Part 200 or 45 CFR Part 75, as applicable, except to the extent such costs are limited or excluded by other provisions of this Agreement, whether in the applicable Program Element Descriptions, the Special Terms and Conditions, the Financial Assistance Award, or otherwise.

4. **"Assistance Listing #"** means the unique number assigned to identify a Federal Assistance Listing, formerly known as the Catalog of Federal Domestic Assistance (CFDA) number.

5. **"Claim"** has the meaning set forth in Section 1 of Exhibit F.

6. **"Conference of Local Health Officials" or "CLHO"** means the Conference of Local Health Officials created by ORS 431.330.

7. **"Contractor"** or **"Sub-Recipient"** are terms which pertain to the accounting and administration of federal funds awarded under this Agreement. In accordance with the State Controller's Oregon Accounting Manual, policy 30.40.00.102, OHA has determined that LPHA is a Sub-Recipient of federal funds and a Contractor of federal funds as further identified in Section 18 "Program Element" below.

8. **"Federal Funds"** means all funds paid to LPHA under this Agreement that OHA receives from an agency, instrumentality or program of the federal government of the United States.

9. **"Financial Assistance Award" or "FAA"** means the description of financial assistance set forth in Exhibit C, "Financial Assistance Award," attached hereto and incorporated herein by this reference; as such Financial Assistance Award may be amended from time to time.

10. **"Grant Appeals Board"** has the meaning set forth in Exhibit E. Section 1.c.(3) (b) ii.A.

11. **"HIPAA Related"** means the requirements in Exhibit D, Section 2 "HIPAA/HITECH Compliance" applied to a specific Program Element.

12. **"LPHA"** has the meaning set forth in ORS 431.003.

13. **"LPHA Client"** means, with respect to a particular Program Element service, any individual who is receiving that Program Element service from or through LPHA.

14. **"Medicaid"** means federal funds received by OHA under Title XIX of the Social Security Act and Children's Health Insurance Program (CHIP) funds administered jointly with Title XIX funds as part of the state medical assistance program by OHA.

15. **"Misexpenditure"** means funds, other than an Overexpenditure, disbursed to LPHA by OHA under this Agreement and expended by LPHA that is:

a. Identified by the federal government as expended contrary to applicable statutes, rules, OMB Circulars, 2 CFR Subtitle B with guidance at 2 CFR Part 200, or 45 CFR Part 75, as applicable, or any other authority that governs the permissible expenditure of such funds for which the federal government has requested reimbursement by the State of Oregon, whether in the form of a federal determination of improper use of federal funds, a federal notice of disallowance, or otherwise; or

b. Identified by the State of Oregon or OHA as expended in a manner other than that permitted by this Agreement, including without limitation any funds expended by LPHA, contrary to applicable statutes, rules, OMB Circulars, 2 CFR Subtitle B with guidance at 2 CFR Part 200, or 45 CFR Part 75, as applicable, or any other authority that governs the permissible expenditure of such funds; or

c. Identified by the State of Oregon or OHA as expended on the delivery of a Program Element service that did not meet the standards and requirements of this Agreement with respect to that service.

16. **"Oregon Health Authority" or "OHA"** means the Oregon Health Authority of the State of Oregon.

17. **"Overexpenditure"** means funds disbursed to LPHA by OHA under this Agreement and expended by LPHA under this Agreement that is identified by the State of Oregon or OHA, through Agreement Settlement, as being in excess of the funds LPHA is entitled to as determined in accordance with the financial assistance calculation methodologies set forth in the applicable Program Elements or in Exhibit D, "Special Terms and Conditions."

18. **"Program Element"** means any one of the following services or group of related services as described in Exhibit B "Program Element Descriptions", in which costs are covered in whole or in part with financial assistance pursuant to Exhibit C, "Financial Assistance Award," of this Agreement.

2025-2027 PROGRAM ELEMENTS (PE)

PE NUMBER/SUB-ELEMENTS AND TITLE	FUND TYPE	FEDERAL AGENCY/ GRANT TITLE	ASSIST-ANCE LISTING #	HIPAA RELATED (Y/N)	SUB-RECIPIENT (Y/N)
PE 01 – State Support for Public Health					
PE 01-01 State Support for Public Health (SSPH)	GF	N/A	N/A	N	N
PE 03 – Tuberculosis Case Management					
PE 03 Tuberculosis Case Management	N/A	N/A	N/A	N	N
PE 03-02 Tuberculosis Case Management	FF	Tuberculosis Control & Elimination	93.116	N	Y
PE 12 – Public Health Emergency Preparedness and Response (PHEP)					
PE 12-01 Public Health Emergency Preparedness Program (PHEP)	FF	CDC/Public Health Emergency Preparedness	93.069	N	Y

PE NUMBER/SUB-ELEMENTS AND TITLE	FUND TYPE	FEDERAL AGENCY/ GRANT TITLE	ASSISTANCE LISTING #	HIPAA RELATED (Y/N)	SUB-RECIPIENT (Y/N)
PE 12-02 COVID-19 Response	FF	CDC/Public Health Emergency Response: Cooperative Agreement for Emergency Response: Public Health Crisis Response	93.354	N	Y
PE 13 – Tobacco Prevention and Education Program (TPEP)					
PE 13 Tobacco Prevention and Education Program (TPEP)	GF	N/A	N/A	N	N
PE 13-01 Tobacco Prevention and Education Program (TPEP)	OF	N/A	N/A	N	N
PE 36 – Alcohol Drug Prevention Education Program					
PE 36 Alcohol and Drug Prevention Education Program	FF	SAMHSA/ Substance Abuse Prevention & Treatment Block Grant	93.959	N	Y
	OF	N/A	N/A	N	N
	GF	N/A	N/A	N	N
PE36-01 OSTPR Board Primary Prevention Funding	OF	N/A	N/A	N	N
PE 40 – Special Supplemental Nutrition Program for Women, Infants & Children					
PE 40-01 WIC NSA: July-September	FF	USDA/Special Supplemental Nutrition Program for Women, Infants & Children	10.557	N	Y
PE 40-02 WIC NSA: October-June	FF	USDA/Special Supplemental Nutrition Program for Women, Infants & Children	10.557	N	Y
PE 40-03 BFPC: July-September	FF	WIC Breastfeeding Peer Counseling Grant	10.557	N	Y
PE 40-04 BFPC: October-June	FF	WIC Breastfeeding Peer Counseling Grant	10.557	N	Y
PE40-05 Farmer's Market	GF	N/A	N/A	N	N

PE NUMBER/SUB-ELEMENTS AND TITLE	FUND TYPE	FEDERAL AGENCY/ GRANT TITLE	ASSISTANCE LISTING #	HIPAA RELATED (Y/N)	SUB-RECIPIENT (Y/N)
PE 42 Maternal, Child and Adolescent Health (MCAH) Services					
PE 42-03 Perinatal General Funds & Title XIX	FF/GF	Title XIX Medicaid Admin/Medical Assistance Program	93.778	N	N
PE 42-04 Babies First! General Funds	GF	N/A	N/A	N	N
PE 42-06 General Funds & Title XIX	FF/GF	Title XIX Medicaid Admin/Medical Assistance Program	93.778	N	N
PE 42-11 Title V	FF	HRSA/Maternal & Child Health Block Grants	93.994	N	Y
PE 42-12 Oregon Mothers Care Title V	FF	HRSA/Maternal & Child Health Block Grants	93.994	Y	Y
PE 42-13 Family Connects Oregon	GF	N/A	N/A	N	N
PE 42-14 Home Visiting	GF	N/A	N/A	N	N
PE 50 Safe Drinking Water Program					
PE 50 Safe Drinking Water (SDW) Program	FF	EPA/State Public Water System Supervision	66.432	N	N
	FF	EPA/ Capitalization Grants for Drinking Water State Revolving Funds	66.468	N	N
	GF	N/A	N/A	N/A	N/A
PE 51 – Public Health Modernization: Leadership, Governance and Program Implementation					
PE 51-01 Leadership, Governance & Program Implementation	GF	N/A	N/A	N	N
PE 51-02 Regional Partnership Implementation	GF	N/A	N/A	N	N
PE 51-03 ARPA WF Funding	FF	CDC/Public Health Emergency Response: Cooperative Agreement for Emergency Response: Public Health Crisis Response	93.354	N	Y
PE 51-04 Modernization Special Projects	FF	CDC/Preventive Health and Health Services Block	93.991	N	Y

PE NUMBER/SUB-ELEMENTS AND TITLE	FUND TYPE	FEDERAL AGENCY/ GRANT TITLE	ASSIST-ANCE LISTING #	HIPAA RELATED (Y/N)	SUB-RECIPIENT (Y/N)
		Grant			
PE 51-05 CDC PH Infrastructure Funding	FF	CDC's Collaboration with Academia to Strengthen Public Health	93.967	N	Y

PE81 – HIV/STI Statewide Services (HSSS)

PE81-01 - HIV/STI Statewide Services (HSSS) Federal Funds	FF	HIV Prevention Activities Health Department Based	93.94	N	Y
PE81-02 - HIV/STI Statewide Services (HSSS) Program Income	GF	N/A	N/A	N	N

Fund Types:
GF means State General Fund dollars.
OF means Other Fund dollars.
FF means Federal Funds.

19. **"Program Element Description"** means a description of the services required under this Agreement, as set forth in Exhibit B.

20. **"Subcontract"** has the meaning set forth in Exhibit E "General Terms and Conditions," Section 3.

21. **"Subcontractor"** has the meaning set forth in Exhibit E "General Terms and Conditions," Section 3. As used in a Program Element Description and elsewhere in this Agreement where the context requires, Subcontractor also includes LPHA if LPHA provides services described in the Program Element directly.

22. **"Sub-Element"** means one of a related group of services within a Program Element. Each Sub-Element has a separate funding stream and has expenditures that must be reported separate from other Sub-Elements on the Financial Assistance Report.

23. **"Underexpenditure"** means money disbursed to LPHA by OHA under this Agreement that remains unexpended by LPHA at Agreement termination.

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EXHIBIT B
PROGRAM ELEMENT DESCRIPTIONS

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

OHA Program Responsible for Program Element:

Public Health Division/Office of the State Public Health Director

1. Description.

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

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

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

2. Definitions Specific to State Support for Public Health

a. **Case:** A person who has been diagnosed by a health care provider, as defined in OAR 333-017-0000, as having a particular disease, infection, or condition as described in OAR 333-018-0015 and 333-018-0900, or whose illness meets defining criteria published in the OHA's Investigative Guidelines.

b. **Communicable Disease:** A disease or condition, the infectious agent of which may be transmitted to and cause illness in a human being.

c. **Outbreak:** A significant or notable increase in the number of Cases of a disease or other condition of public health importance (ORS 431A.005).

d. **Reportable Disease:** Any of the diseases or conditions specified in OAR 333-018-0015 and OAR 333-018-0900.

3. Alignment with Modernization Foundational Programs and Foundational Capabilities.

The activities and services that the LPHA has agreed to deliver under this Program Element align with Foundational Programs and Foundational Capabilities and the public health accountability metrics (if applicable), as follows (see Public Health Modernization Manual at https://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public_health_modernization_manual.pdf:

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

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

b. The work in this Program Element helps Oregon's governmental public health system achieve the following Public Health Accountability Metrics, Health Outcome Indicators:

- Rate of congenital syphilis
- Rate of any stage syphilis among people who can become pregnant
- Rate of primary and secondary syphilis
- Two-year old vaccination rates

- Adult influenza vaccination rates for ages 65+

c. The work in this Program Element helps Oregon's governmental public health system achieve the following Public Health Accountability Metrics, LPHA Process Measures:

- Priority Area: Reduce the spread of syphilis and prevent congenital syphilis
  - Percent of congenital cases of syphilis averted
  - Percent of cases interviewed
  - Percent completion of Centers for Disease Control and Prevention Core variables
  - Percent of cases treated with appropriate regimen within 14 days
- Priority Area: Protect people from preventable diseases by increasing vaccination rates
  - Demonstrated use of data to identify population(s) of focus
  - Demonstrated actions to improve access to influenza vaccination for residents of long-term care facilities
  - Demonstrated actions with health care providers or pharmacists to improve access to vaccination
  - Increase in the percent of health care providers participating in the Immunization Quality Improvement Program (IQIP)
  - Demonstrated outreach and educational activities conducted with community partners

4. Procedural and Operational Requirements.

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

a. LPHA must operate its Communicable Disease program in accordance with the Requirements and Standards for the Control of Communicable Disease set forth in ORS Chapters 431, 432, 433 and 437 and OAR Chapter 333, Divisions 12, 17, 18, 19 and 24, as such statutes and rules may be amended from time to time.

b. LPHA must use all reasonable means to investigate in a timely manner all reports of Reportable Diseases, infections, or conditions. To identify possible sources of infection and to carry out appropriate control measures, the LPHA Administrator shall investigate each report following procedures outlined in OHA's Guidelines or other procedures approved by OHA. OHA may provide assistance in these investigations, in accordance with OAR 333-019-0000. Investigative guidelines are available at:

https://www.oregon.gov/oha/PH/DiseasesConditions/CommunicableDisease/ReportingCommunicableDisease/ReportingGuidelines/Pages/index.aspx

c. As part of its Communicable Disease control program, LPHA must, within its service area, investigate the Outbreaks of Communicable Diseases, institute appropriate Communicable Disease control measures, and submit required information in a timely manner regarding the Outbreak to OHA in Orpheus as prescribed in OHA CD Investigative Guidelines available at:

https://www.oregon.gov/oha/PH/DiseasesConditions/CommunicableDisease/ReportingCommunicableDisease/ReportingGuidelines/Pages/index.aspx

d. LPHA must establish and maintain a single telephone number whereby physicians, hospitals, other health care providers, OHA and the public can report Communicable Diseases and

Outbreaks to LPHA 24 hours a day, 365 days a year. LPHA may employ an answering service or 911 system, but the ten-digit number must be available to callers from outside the local emergency dispatch area, and LPHA must respond to and investigate reported Communicable Diseases and Outbreaks.

e. LPHA must attend Communicable Disease 101 and Communicable Disease 303 training.

f. LPHA must attend monthly Orpheus user group meetings or monthly Orpheus training webinars.

g. COVID-19 Specific Work

In cooperation with OHA, the LPHA must collaborate with local and regional partners, including CBOs and tribal partners where available in the jurisdiction, to assure adequate culturally and linguistically responsive COVID-19 -related services are available to the extent resources are available. In addition, to the extent resources are available, the LPHA must assure individuals requiring isolation have basic resources to support a successful isolation period. LPHA must conduct the following activities in accordance with the guidance to be provided by OHA:

(1) Cultural and linguistic competency and responsiveness.

LPHA must:

(a) Partner with CBOs, including culturally-specific organizations where available in the jurisdiction.

(b) Work with local CBOs including culturally-specific organizations to develop and implement culturally and linguistically responsive approaches to COVID-19 prevention and mitigation of COVID-19 health inequities among populations most impacted by COVID-19, including but not limited to communities of color, tribal communities and people with physical, intellectual and developmental disabilities.

(c) Work with disproportionately affected communities to ensure COVID-19 related services, including case investigation, social services and wraparound supports are available to eligible individuals, and provided in a culturally and linguistically responsive manner with an emphasis on serving disproportionately impacted communities.

(d) Ensure the cultural and linguistic needs and accessibility needs for people with disabilities or people facing other institutionalized barriers are addressed in the LPHA's delivery of social services and wraparound supports.

(e) Have and follow policies and procedures for meeting community members' language needs relating to both written translation and spoken or American Sign Language (ASL) interpretation.

(f) Employ or contract with individuals who can provide in-person, phone, and electronic community member access to services in languages and cultures of the primary populations being served based on identified language (including ASL) needs in the County demographic data.

(g) Ensure language access through telephonic interpretation service for community members whose primary language is other than English, but not a language broadly available, including ASL.

(h) Provide written information provided by OHA that is culturally and linguistically appropriate for identified consumer populations. All information shall read at the sixth-grade reading level.

(i) Provide public health communications (e.g. advertising, social media) that are culturally and linguistically appropriate for identified consumer populations. All information shall read at the sixth-grade reading level.

(j) Provide opportunities to participate in OHA trainings to LPHA staff and LPHA contractors that provide social services and wraparound supports; trainings should be focused on long-standing trauma in Tribes, racism and oppression.

(2) Testing

LPHA must:

(a) Work with local and regional partners including health care, communities disproportionately affected by COVID-19 and other partners to assure COVID-19 testing is available to individuals within the LPHA's jurisdiction.

(b) Work with health care and other partners to ensure testing is provided in a culturally and linguistically responsive manner with an emphasis on making testing available to disproportionately impacted communities

(3) Case Investigation

LPHA must:

(a) Conduct high-risk Case investigations and monitor Outbreaks in accordance with Investigative Guidelines and any OHA-issued surge guidance.

(b) Enter all high-risk COVID-19 case investigation and outbreaks in Orpheus and Outbreaks database as directed by OHA.

(c) Collect and enter all components of Race, Ethnicity, Language, and Disability (REALD) data for high-risk cases being interviewed if data are not already entered in Orpheus.

(d) Ensure all LPHA staff designated to utilize Orpheus are trained in this system. Include in the data whether new high-risk positive Cases are tied to a known existing positive Case or to community spread.

(4) Isolation.

As resources allow and within the context of current COVID-19 Investigative Guidelines, LPHA must facilitate efforts, including partnering with community resources to link individuals needing isolation supports such as housing and food. The LPHA will utilize existing resources when possible such as covered Case management benefits, WIC benefits, etc.

(5) Social services and wraparound supports.

LPHA must ensure social services referral and tracking processes are developed and maintained and, to the extent the LPHA has sufficient resources, make available direct services as needed. LPHA must cooperate with CBOs and other community resources to provide referral and follow-up for social services and wraparound supports for affected individuals and communities.

(6) Tribal Nation support.

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

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

LPHA must:

(a) Migrant and seasonal farmworker support. Partner with farmers, agriculture sector and farmworker service organizations to develop and execute plans for COVID-19 testing, isolation, and social service needs for migrant and seasonal farmworkers.

(b) Congregate care facilities. In collaboration with State licensing agency, support infection prevention assessments, COVID-19 testing, infection control, and transmission-based precautions in congregate care facilities.

(c) Vulnerable populations. Support COVID-19 testing, infection control, isolation, and social services and wraparound supports for houseless individuals, individuals residing in houseless camps, individuals involved in the carceral system and other vulnerable populations at high risk for COVID-19.

(8) Community education. LPHA must work with CBOs and other partners to provide culturally and linguistically responsive community outreach and education related to COVID-19.

5. General Revenue and Expense Reporting.

LPHA must complete an "Oregon Health Authority Public Health Division Expenditure and Revenue Report" located in Exhibit C of the Agreement. A separate report must be filed for each applicable Program Element and any sub-elements These reports must be submitted to OHA each quarter on the following schedule:

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

6. Reporting Requirements.

Not applicable.

7. Performance Measures.

Not applicable.

Program Element #03: Tuberculosis Services

OHA Program Responsible for Program Element:

Public Health Division/Center for Public Health Practice/HIV, STD and TB Section

1. Description.

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

ORS 433.006 and OAR 333-019-0000 assign responsibility to LPHA for Tuberculosis ("TB") investigations and implementation of TB control measures within LPHA's service area. The funds provided for TB Case Management Services (including contact investigation) and B-waiver Follow-Up under the Agreement for this Program Element may only be used as supplemental funds to support LPHA's TB investigation and control efforts and are not intended to be the sole funding for LPHA's TB investigation and control program.

Pulmonary tuberculosis is an infectious disease that is airborne. Treatment for TB disease must be provided by Directly Observed Therapy to ensure the patient is cured and prevent drug resistant TB. Screening and treating Contacts stops disease transmission. Tuberculosis prevention and control is a priority in order to protect the population from communicable disease and is included in the State Health Improvement Plan (SHIP). The priority outcome measure is to reduce the incidence of TB disease among U.S. born persons in Oregon to 0.4 Cases per 100,000 by 2025.

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

2. Definitions Specific to TB Services

a. **Active TB Disease:** TB disease in an individual whose immune system has failed to control his or her TB infection and who has become ill with Active TB Disease, as determined in accordance with the Centers for Disease Control and Prevention's (CDC) laboratory or clinical criteria for Active TB Disease and based on a diagnostic evaluation of the individual.

b. **Appropriate Therapy:** Current TB treatment regimens recommended by the CDC, the American Thoracic Society, the Academy of Pediatrics, and the Infectious Diseases Society of America.

c. **Associated Cases:** Additional Cases of TB disease discovered while performing a Contact investigation.

d. **B-waiver Immigrants:** Immigrants or refugees screened for TB prior to entry to the U.S. and found to have TB disease Latent TB Infection, or an abnormal chest x-ray finding suggestive of TB with negative sputum smears and culture results.

e. **B-waiver Follow-Up:** B-waiver Follow-Up includes initial attempts by the LPHA to locate the B- waiver immigrant. If located, LPHA proceeds to coordinate or provide TB medical evaluation and treatment as needed. Updates on status are submitted regularly by LPHA using Electronic Disease Network (EDN) or the follow-up worksheet.

f. **Case:** A Case is an individual, as defined in OAR 333-017-000 who has been diagnosed by a health care provider, as having a reportable disease, infection, or condition**,** as described in OAR 333-018-0015, or whose illness meets defining criteria published in OHA's Investigative Guidelines.

g. **Cohort Review:** A systematic review of the management of patients with TB disease and their Contacts. The "cohort" is a group of TB Cases counted (confirmed as Cases) over 3 months.

The Cases are reviewed 6-9 months after being counted to ensure they have completed treatment or are nearing the end. Details of the management and outcomes of TB Cases are reviewed in a group with the information presented by the case manager.

h. **Contact:** An individual who was significantly exposed to an infectious Case of Active TB Disease.

i. **Directly Observed Therapy (DOT):** LPHA staff (or other person appropriately designated by the LPHA) observes an individual with TB disease swallowing each dose of TB medication to assure adequate treatment and prevent the development of drug resistant TB. May be completed in person or by video (VDOT, eDOT) or other technology deemed appropriate by OHA.

j. **Evaluated (in context of Contact investigation):** A Contact received a complete TB symptom review and tests as described in the definition of Medical Evaluation, below, or in the OHA Tuberculosis Investigative Guidelines.

k. **Interjurisdictional Transfer**: A Suspected Case, TB Case or Contact transferred for follow-up evaluation and care from another jurisdiction either within or outside of Oregon.

l. **Investigative Guidelines:** OHA guidelines, which are incorporated herein by this reference are available for review at: http://public.health.oregon.gov/DiseasesConditions/CommunicableDisease/Tuberculosis/Documents/investigativeguide.pdf.

m. **Latent TB Infection (LTBI):** TB infection in a person whose immune system is keeping the TB infection under control. LTBI is also referred to as TB in a dormant stage.

n. **Medical Evaluation:** A complete medical examination of an individual for TB including a medical history, physical examination, TB skin test or interferon gamma release assay, chest x-ray, and any appropriate molecular, bacteriologic, histologic examinations.

o. **Suspected Case:** A Suspected Case, as defined in OAR 333-017-0000, is an individual whose illness is thought by a health care provider, to be likely due to a reportable disease, infection, or condition, as described in OAR 333-018-0015, or whose illness meets defining criteria published in OHA's Investigative Guidelines. This suspicion may be based on signs, symptoms, or laboratory findings.

p. **TB Case Management Services:** Dynamic and systematic management of a Case of TB where a person, known as a TB Case manager, is assigned responsibility for the management of an individual TB Case to ensure completion of treatment. TB Case Management Services requires a collaborative approach to providing and coordinating health care services for the individual. The Case manager is responsible for ensuring adequate TB treatment, coordinating care as needed, providing patient education and counseling, performing Contact investigations and following infected Contacts through completion of treatment, identifying barriers to care and implementing strategies to remove those barriers.

3. Alignment with Modernization Foundational Programs and Foundational Capabilities.

The activities and services that the LPHA has agreed to deliver under this Program Element align with Foundational Programs and Foundational Capabilities and the public health accountability metrics (if applicable), as follows (see Public Health Modernization Manual at http://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public_health_modernization_manual.pdf:

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

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

b. The work in this Program Element helps Oregon's governmental public health system achieve the following Public Health Accountability Metrics, Health Outcome Indicators:

Not applicable

c. The work in this Program Element helps Oregon's governmental public health system achieve the following Public Health Accountability Metrics, LPHA Process Measure:

Not applicable

4. Procedural and Operational Requirements.

By accepting fee-for-service (FFS) funds to provide TB Case Management Services or B-waiver Follow-Up, LPHA agrees to conduct activities in accordance with the following requirements:

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

b. LPHA will receive $3500 for each new case of Active TB disease counted in Oregon and documented in Orpheus for which the LPHA provides TB Case Management Services. LPHA will receive $300 for each new B-waiver Follow-Up.

c. TB Case Management Services. LPHA's TB Case Management Services must include the following minimum components:

(1) LPHA must investigate and monitor treatment for each Case and Suspected Case of Active TB Disease identified by or reported to LPHA whose residence is in LPHA's jurisdiction, to confirm the diagnosis of TB and ensure completion of adequate therapy.

(2) LPHA must require individuals who reside in LPHA's jurisdiction and who LPHA suspects of having Active TB Disease, to receive appropriate Medical Evaluations and laboratory testing to confirm the diagnosis of TB and response to therapy, through the completion of treatment. LPHA must assist in arranging the laboratory testing and Medical Evaluation, as necessary.

(3) LPHA must provide medication for the treatment of TB disease to all individuals who reside in LPHA's jurisdiction and who have TB disease but who do not have the means to purchase TB medications or for whom obtaining or using identified means is a barrier to TB treatment compliance. LPHA must monitor, at least monthly and in person, individuals receiving medication(s) for adherence to treatment guidelines, medication side effects, and clinical response to treatment.

(4) DOT (including VDOT or eDOT) is the standard of care for the treatment of TB disease. Cases of TB disease should be treated via DOT. If DOT is not utilized, OHA's TB Program must be consulted.

(5) OHA's TB Program must be consulted prior to initiation of any TB treatment regimen which is not recommended by the most current CDC, American Thoracic Society and Infectious Diseases Society of America TB treatment guideline.

(6) LPHA may assist the patient in completion of treatment for TB disease by utilizing the below methods. Methods to ensure adherence should be documented.

(a) Proposed interventions for assisting the individual to overcome obstacles to treatment adherence (e.g. assistance with transportation).

(b) Proposed use of incentives and enablers to encourage the individual's compliance with the treatment plan.

(7) With respect to each Case of TB disease within LPHA's jurisdiction that is identified by or reported to LPHA, LPHA must perform a Contact investigation to identify Contacts, Associated Cases and source of infection. The LPHA must evaluate all located Contacts or confirm that all located Contacts were advised of their risk for TB infection and disease.

(8) LPHA must offer or advise each located Contact identified with TB infection or disease, or confirm that all located Contacts were offered or advised, to take Appropriate Therapy and must monitor each Contact who starts treatment through the completion of treatment (or discontinuation of treatment).

d. If LPHA receives in-kind resources under this Agreement in the form of medications for treating TB, LPHA must use those medications to treat individuals for TB. In the event of a non-TB related emergency (i.e. meningococcal contacts), with notification to TB Program, the LPHA may use these medications to address the emergent situation.

e. LPHA must present TB Cases through participation in the quarterly Cohort Review. If the LPHA is unable to present the Case at the designated time, other arrangements must be made in collaboration with OHA.

f. LPHA must accept B-waiver Immigrants and Interjurisdictional Transfers for Medical Evaluation and follow-up, as appropriate for LPHA capabilities.

g. If LPHA contracts with another person to provide the services required under this Program Element, the in-kind resources in the form of medications received by LPHA from OHA must be provided, free of charge, to the contractor for the purposes set out in this Program Element

and the contractor must comply with all requirements related to such medications unless OHA informs LPHA in writing that the medications cannot be provided to the contractor. The LPHA must document the medications provided to a contractor under this Program Element.

5. General Revenue and Expense Reporting.

In lieu of the LPHA completing an "Oregon Health Authority Public Health Division Expenditure and Revenue Report" located in Exhibit C of this Agreement, OHA-PHD will send a pre-populated invoice to the LPHA for review and signature on or before the 5th business day of the month following the end of the first, second, third and fourth fiscal year quarters. The LPHA must submit the signed invoice no later than 30 calendar days after receipt of the invoice from OHA-PHD. The invoice will document the number of new Active TB cases and/or B-waiver Follow-Ups for which the LPHA provided services in the previous quarter. Pending approval of the invoice, OHA- PHD will remit FFS funds to LPHA. Funds under this program element will not be paid in advance or on a 1/12th schedule.

6. Program Reporting Requirements.

LPHA must prepare and submit the following reports to OHA:

a. LPHA must notify OHA's TB Program of each Case or Suspected Case of Active TB Disease identified by or reported to LPHA no later than 5 business days within receipt of the report (OR – within 5 business days of the initial case report), in accordance with the standards established pursuant to OAR 333-018-0020. In addition, LPHA must, within 5 business days of a status change of a Suspected Case of TB disease previously reported to OHA, notify OHA of the change. A change in status occurs when a Suspected Case is either confirmed to have TB disease or determined not to have TB disease. LPHA must utilize OHA's ORPHEUS TB case module for this purpose using the case reporting instructions located at https://www.oregon.gov/oha/PH/DISEASESCONDITIONS/COMMUNICABLEDISEASE/TUBER CULOSIS/Pages/tools.aspx . After a Case of TB disease has concluded treatment, case completion information must be entered into the ORPHEUS TB case module within 5 business days of conclusion of treatment.

b. LPHA must submit data regarding Contact investigations via ORPHEUS or other mechanism deemed acceptable by OHA. Contact investigations are not required for strictly extrapulmonary cases.

7. Performance Measures.

If LPHA uses funds provided under this Agreement to support its TB investigation and control program, LPHA must operate its program in a manner designed to achieve the following national TB performance goals:

a. For patients with newly diagnosed TB disease for whom 12 months or less of treatment is indicated, **95.0% will complete treatment within 12 months**.

b. For TB patients with positive acid-fast bacillus (AFB) sputum-smear results, **100.0% (of patients) will be interviewed to elicit Contacts.**

c. For Contacts of sputum AFB smear-positive TB Cases, **94.0% will be evaluated for infection and disease.**

d. For Contacts of sputum AFB smear-positive TB Cases with newly diagnosed LTBI, **92.0% will start treatment.**

e. For Contacts of sputum AFB smear-positive TB Cases that have started treatment for newly diagnosed LTBI, **93.0% will complete treatment**.

f. For TB Cases in patients ages 12 years or older with a pleural or respiratory site of disease, **99% will have a sputum culture result reported.**

Program Element #12: Public Health Emergency Preparedness and Response (PHEPR) Program

OHA Program Responsible for Program Element:

Public Health Division/Center for Public Health Practice/Health Security, Preparedness & Response Section

1. Description. Funds provided under this Agreement for this Program Element may only be used in accordance with, and subject to, the requirements and limitations set forth below to deliver the Oregon Health Authority (OHA) Public Health Emergency Preparedness and Response (PHEPR) Program.

The PHEPR Program shall address prevention, protection, mitigation, response, and recovery phases for threats and emergencies that impact the health of people in its jurisdiction through plan development and revision, exercise and response activities based on the 15 Centers for Disease Control and Prevention (CDC) Public Health Emergency Preparedness and Response Capabilities[1] and the 10 Priority Areas as defined by the CDCs Public Health Response Readiness Framework.[13]

Emergency Preparedness and Response is one of the seven foundational capabilities described in the Oregon Public Health Modernization Manual. [2]. The foundational capabilities are needed for governmental public health to meet its charge to improve the health of everyone in Oregon. The vision for this foundational capability as stated in the Public Health Modernization Manual is as follows: "A healthy community is a resilient community that is prepared and able to respond to and recover from public health threats and emergencies."

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

2. Definitions Specific to Public Health Emergency Preparedness and Response.

a. Access and Functional Needs: Population defined as those whose members may have additional response assistance needs that interfere with their ability to access or receive medical care before, during, or after a disaster or public health emergency,[3] including but not limited to communication, maintaining health, independence, support and safety, and transportation. Individuals in need of additional response assistance may include children, people who live in congregate settings, older adults, pregnant and postpartum people, people with disabilities,[4] people with chronic conditions, people with pharmacological dependency, people with limited access to transportation, people with limited English proficiency or non-English speakers, people with social and economic limitations, and people experiencing houselessness.[5]

b. Base Plan: A plan that is maintained by the LPHA describing fundamental roles, responsibilities, and activities performed during prevention, preparedness, mitigation, response, and recovery phases of FEMA's disaster management cycle. This plan may be titled as the Emergency Support Function #8, an annex to the County Emergency Operations Plan, All-Hazards Public Health Emergency Preparedness and Response Plan, Public Health All-Hazards Plan, or other title that fits into the standardized county emergency preparedness nomenclature. The County Emergency Operations Plan (EOP) ESF8 Annex may specify **which health and medical agencies are responsible for what activities** (including the LPHA); the Public Health All-Hazards Base Plan specifies **how the LPHA will conduct its operations** during a response. The County EOP ESF8 Annex and the Public Health All-Hazards Base Plan may be the same document but maintained by PHEPR funded staff.

c. Budget Period: The intervals of time (usually 12 months) into which a multi-year project period is divided for budgetary/ funding use. For purposes of this Program Element, the Budget Period is July 1 through June 30.

d. **CDC:** U.S. Department of Health and Human Services, Centers for Disease Control and Prevention.

e. **CDC Public Health Emergency Preparedness and Response Capabilities:** The 15 capabilities developed by the CDC to serve as national public health preparedness standards for state and local planning.[1]

f. **Due Date:** If a due date falls on a weekend or holiday, the due date will be the next business day following.

g. **Equity:** The State of Oregon definition of equity acknowledges that not all people, or all communities, are starting from the same place due to historic and current systems of oppression. Equity is the effort to provide different levels of support based on an individual's or group's needs in order to achieve fairness in outcomes. Equity actionably empowers communities most impacted by systemic oppression.[6] Examples of historically underserved and marginalized populations include but are not limited to people with access and functional needs and disabilities, racial/ethnic minorities, people who are economically disadvantaged, those whose second language is English, and rural and remote communities, etc.

h. **Health Alert Network (HAN):** A web-based, secure, redundant, electronic communication and collaboration system operated by OHA, available to all Oregon public health officials, hospitals, labs and other health service providers. The data it contains is maintained jointly by OHA and all LPHAs. This system provides continuous, high-speed electronic access to public health information including the capacity for broadcasting information to registered partners in an emergency, 24 hours per day, 7 days per week, 365 days per year. The secure HAN has a call-down engine that can be activated by state or local HAN administrators.

i. **Health Security, Preparedness, and Response (HSPR):** A state-level program that is a joint effort with the Conference of Local Health Officials (CLHO) and The Nine Federally Recognized Tribes of Oregon to develop public health systems to prepare for and respond to major threats, acute threats, and emergencies that impact the health of people in Oregon.

j. **Health Care Coalition (HCC):** A coordinating body that incentivizes diverse and often competitive health care organizations and other community partners with differing priorities and objectives and reach to community members to work together to prepare for, respond to, and recover from emergencies and other incidents that impact the public's health.

k. **Medical Countermeasures (MCM):** Vaccines, antiviral drugs, antibiotics, antitoxins, etc. in support of treatment or prophylaxis to the identified population in accordance with public health guidelines or recommendations. This includes the Strategic National Stockpile (SNS), a CDC program developed to provide rapid delivery of pharmaceuticals, medical supplies, and equipment in the early hours of an ill-defined threat, a large shipment of specific items when a specific threat is known or technical assistance to distribute SNS material.

l. **National Incident Management System (NIMS):** The U.S. Department of Homeland Security system for integrating effective practices in emergency preparedness and response into a comprehensive national framework for incident management. The NIMS enables emergency responders at all levels and in different disciplines to effectively manage incidents no matter what the cause, size or complexity. [7]

m. **Public Information Officer (PIO)**: The person responsible for communicating with the public, media, and/or coordinating with other agencies, as necessary, with incident-related information.[8]

n. **Public Health Accreditation Board:** A non-profit organization dedicated to improving and protecting the health of the public by advancing the quality and performance of tribal, state, local and territorial public health departments.[9]

o. **Public Health Emergency Preparedness and Response (PHEPR):** Local public health programs designed to better prepare Oregon to prevent, protect, mitigate, respond to, and recover from emergencies with public health impacts.

p. **Regional Emergency Coordinator (REC)**: Regional staff that work within the Health Security, Preparedness, and Response section of the Oregon Health Authority. These staff support the Public Health Emergency Preparedness and Response (PHEPR) and Healthcare Coalition (HCC) programs. The PHEPR REC supports local public health authorities' public health emergency preparedness activities and assures completion of required activities as outlined in this PE-12 document.

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

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

Program Components	**Foundational Program**					**Foundational Capabilities**						
	CD Control	Prevention and health promotion	Environmental health	Access to clinical preventive services: Population Health	Access to clinical preventive services: Direct services	Leadership and organizational competencies	Health equity and cultural responsiveness	Community Partnership Development	Assessment and Epidemiology	Policy & Planning	Communications	Emergency Preparedness and Response
Asterisk (*) = Primary foundational program that aligns with each component *X = Other applicable foundational programs*						*X = Foundational capabilities that align with each component*						
Planning	X	X	X	X		X	X	X	X	X	X	X
Partnerships and MOUs	X	X	X	X		X	X	X	X	X	X	X
Surveillance and Assessment	X	X	X	X		X	X	X	X	X	X	X
Response and Exercises	X	X	X	X		X	X	X	X	X	X	X
Training and Education	X	X	X	X		X	X	X	X	X	X	X

Note: Emergency preparedness crosses over all foundational programs.

b. **The work in this Program Element helps Oregon's governmental public health system achieve the following Public Health Accountability Metrics, Health Outcome Indicators**:

Not applicable

c. The work in this Program Element helps Oregon's governmental public health system achieve the following Public Health Accountability Metrics, LPHA Process Measures:

Not applicable

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

a. Submit a local program plan and local program budget to OHA for approval by August 15 of every year. LPHA must use the PHEPR Work Plan Template Instructions and Guidance which OHA HSPR will provide to LPHA. LPHA must also use the OHA PHEPR budget template which is set forth in Attachment 1 to this Program Element description. Once approved, the local program plan and local program budget are incorporated herein by this reference.

The local program plan should focus on health equity by assessing and addressing equity gaps during all facets of the disaster management cycle (prevention, protection, mitigation, response, recovery) to reduce and/or eliminate disproportionate impacts on historically underserved and marginalized populations, including but not limited to people with access and functional needs and disabilities, racial/ethnic minorities, people who are economically disadvantaged, those whose second language is English, and rural and remote communities, etc. All response plans, procedures, work plans, exercises, or other activities performed under the PE-12 should address disparities and health inequities and work collaboratively with members of affected populations and community-based organizations to identify ways to minimize or eliminate disproportionate impacts and incorporate these solutions into all activities.[2] Notwithstanding any other provision of this Program Element, LPHA will not unlawfully discriminate against anyone on the basis of including but not limited to: race, color, national origin, sex (includes pregnancy-related conditions), sexual orientation (includes gender identity), marital status, religion, disability, age, or veteran status.

b. Engage in activities as described in its OHA-approved local program plan.

c. Use funds for this Program Element in accordance with its OHA-approved local program budget.

(1) Contingent Emergency Response Funding: Such funding, as available, is subject to restrictions imposed by the CDC at the time of the emergency and would provide funding under circumstances when a delay in award would result in serious injury or other adverse impact to the public.

Since the funding is contingent upon Congressional appropriations, whether contingent emergency response funding awards can be made will depend upon the facts and circumstances that exist at the time of the emergency; the particular appropriation from which the awards would be made, including whether it contains limitations on its use; authorities for implementation; or other relevant factors. No activities are specified for this authorization at this time.

(2) Non-Supplantation. Funds provided under this Agreement for this Program Element must not be used to supplant state, local, other non-federal, or other federal funds.

(3) Public Health Preparedness Staffing. LPHA must identify a PHEPR Coordinator who is directly funded from the PHEPR grant. LPHA staff who receive PHEPR funds must have planned activities identified within the approved PHEPR Work Plan. The PHEPR Coordinator will be OHA HSPR's chief point of contact related to grant deliverables. LPHA must implement its PHEPR activities in accordance with its approved PHEPR Work Plan.

(4) **Use of Funds.** Funds awarded to the LPHA under this Agreement for this Program Element may only be used for activities related to the CDC Public Health Emergency Preparedness and Response Capabilities in accordance Attachment 2 (Use of Funds) and an approved PHEPR budget using the template set forth as Attachments 1 to this Program Element.

(5) **Modifications to Budget.** Modifications to the budget exceeding a total of $5,000, adding a new line item, or changing the indirect line item by any amount require submission of a revised budget to the Regional Emergency Coordinator (REC) and final receipt of approval from the HSPR fiscal officer.

(6) **Conflict between Documents.** In the event of any conflict or inconsistency between the provisions of the approved PHEPR Work Plan or PHEPR Budget and the provisions of this Agreement, this Agreement shall control.

(7) **Unspent funds**. PHEPR funding is not guaranteed as a carryover to a subsequent fiscal year if funds are unspent in any given fiscal year.

d. **Statewide and Regional Coordination:** LPHA must coordinate and participate with state, regional, and local Emergency Support Function partners to include, but not limited to, The Nine Federally Recognized Tribes of Oregon, other public health and health care programs, HCCs, emergency management agencies, EMS providers, behavioral/mental health agencies, community-based organizations (CBOs), older adult-serving organizations, and educational agencies and state childcare lead agencies as applicable.[10]

(1) Attendance by LPHA leadership, PHEPR coordinator, or other staff involved in preparedness activities or conferences is strongly encouraged.

(2) Participation in emergency preparedness subcommittees, work groups and projects for the sustainment of public health emergency preparedness and response as appropriate is required.

(3) LPHA must collaborate with HCC partners to develop and maintain plans, conduct training and exercises, and respond to public health threats and emergencies using a whole-community approach to preparedness management that includes:[10]

(a) Prioritizing health equity as referenced in Section 4.a.

(b) Coordination with community-based organizations.

(c) Development or expansion of child-focused planning and partnerships.

(d) Engaging field/area office on aging.

(e) Engaging behavioral health partners.

(4) LPHA shall participate and engage in planning at the local level in all required statewide exercises as referenced in the work plan minimum requirements (including collaborating with OHA HSPR on statewide Multi-Year Integrated Preparedness Plan requirements) which OHA HSPR has provided to LPHA.

(5) LPHA shall participate in activities associated with local, regional, or statewide emerging threats or incidents as identified by HSPR or LPHA that includes timely assessment and sharing of essential elements of information for identification and investigation of an incident with public health impact, as agreed upon by HSPR and the CLHO Emergency Preparedness and Response subcommittee.[10]

(6) LPHA shall work to develop and maintain a portfolio of community partnerships to support prevention, preparedness, mitigation, response, and recovery efforts. Portfolio

must include viable contact information from local community-based organizations and community sectors as defined by the CDC: business; community leadership; cultural and faith-based groups and organizations; emergency management; healthcare; human services; housing and sheltering; media; mental/behavioral health; office of aging or its equivalent; education and childcare settings.

e. **Assessing Local Public Health Emergency Risks and Hazards:** LPHA must participate in or complete one of the following at least every two years.

(1) Health Care Coalition Hazard Vulnerability Assessment

(2) Public Health Climate Related Risk Assessment

(3) Public Health Emergency Risk Assessment utilizing a HSPR provided or approved template

(4) The County's Hazard or Risk Assessment process e.g., Natural Hazard Mitigation Plan (NHMP), Hazard Vulnerability Assessment (HVA), or Threat and Hazard Identification and Risk Assessment (THIRA)

f. **PHEPR Work Plan:** LPHA must annually submit to HSPR on or before September 15, an annual work plan update. PHEPR Work Plans must be written with clear and measurable objectives in support of the CDC Public Health Emergency Preparedness and Response Capabilities with timelines and include:

(1) At least three broad program goals that address gaps, operationalize plans, and guide the following PHEPR Work Plan activities.

(a) Planning

(b) Training and education

(c) Exercises

(d) Community Education and Outreach and Partner Collaboration

(e) Administrative and Fiscal activities

(2) Activities should include or address health equity considerations as outlined in Section 4.a.

(3) Local public health leadership will review and approve PHEPR Work Plans.

g. **PHEPR Work Plan Performance**: LPHA must complete all minimum requirements of the PE-12 by June 30 each year. If LPHA does not meet the minimum requirements of the PE-12 for each of the three years during a triennial review period, not due to unforeseen public health events, the LPHA may not be eligible to receive funding under this Program Element in the next fiscal year. Minimum requirements are delineated in the designated tab of the PHEPR Work Plan Template which OHA HSPR has provided to LPHA. Work completed in response to a HSPR-required exercise, a response to an uncommon disease outbreak, or other uncommon event of significance that requires an LPHA response and is tied to the CDC Public Health Emergency Preparedness and Response Capabilities may, upon HSPR approval, be used to replace PHEPR Work Plan activities interrupted or delayed.

h. **24/7/365 Emergency Contact Capability**.

(1) LPHA must establish and maintain a single telephone number whereby, physicians, hospitals, other health care providers, OHA and the public can report diseases and public health emergencies within the LPHA service area.

(a) The contact number must be easy to find through sources in which the LPHA typically makes information available including local telephone directories, traditional websites, and social media pages. It is acceptable for the publicly listed phone number to provide after-hours contact information by means of a recorded message.

(b) The telephone number must be operational 24 hours a day, 7 days a week, 365 days a year and be an eleven-digit telephone number available to callers from outside the local emergency dispatch. LPHA may use an answering service or their Public Safety Answering Point (PSAP) in this process, provided that the eleven-digit telephone number of the PSAP is made available for callers from outside the locality.[2]

(c) The LPHA telephone number described above must be answered by a knowledgeable person with the ability to properly route the call. .

(2) An LPHA official should respond within 60 minutes, to calls received on 24/7/365 telephone number.

(a) LPHA must self-report in their work plan an annual test or real-world utilization during an emergency or incident of their 24/7/365 telephone line and results of a call, including any needed improvements to the process.

(b) LPHAs can request HSPR conduct a test on their behalf.

(c) LPHA must take any corrective action on any identified deficiency within 30 days of such test or communication drills, to the best of their ability.

(d) LPHAs are encouraged to document their 24/7/365 procedure or process in the Base Plan.

i. HAN

(1) A HAN Administrator must be appointed for the LPHA and this person's name and contact information must be provided to the HSPR REC and the State HAN Coordinator.

(2) The HAN Administrator must:

(a) Agree to the HAN Security Agreement and State of Oregon Terms and Conditions.

(b) Complete appropriate HAN training for their role.

(c) Coordinate with the State HAN Coordinator to ensure roles are correctly assigned within each county.

(d) Facilitate in the development of the HAN accounts for new LPHA users

(e) Ensure local HAN user and county role directory is maintained to include at a minimum of Health Officer, Communicable Disease (CD) Coordinator(s), Preparedness Coordinator (PHEPR), PIO, local HAN Administrator, and Public Health Director/Administrator (add, modify and delete users, and ensure they have the correct level of access) HAN Administrator must review LPHA HAN users two times annually including adding and deleting users and add dates of review in work plan.

(f) Act as a single point of contact for all LPHA HAN issues, user groups, and training.

(g) Serve as the LPHA authority on all HAN related access (excluding hospitals and The Nine Federally Recognized Tribes of Oregon).

(h) Initiate at least one local call down exercise/ drill for LPHA staff annually. If the statewide HAN is not used for this process, LPHA must demonstrate through written procedures how public health staff and responding partners are notified during emergencies.

(i) Perform general administration for all local implementation of the HAN system in their respective organizations.

j. Exercise Requirements: [1] LPHA must include at least one exercise per year (a qualifying incident may substitute for an exercise) as part of their annual work plan update. The series of exercises and training requirements identified within the work plan constitute the Multi-Year Integrated Preparedness Plan (MYIPP).

(1) For an exercise or incident to qualify under this requirement the exercise or incident must follow the below process:

(a) Exercise:

LPHA must:

- Submit to HSPR REC 30 days in advance of each exercise an exercise notification or exercise plan that includes a description of the exercise, exercise objectives, CDC Public Health Emergency Preparedness and Response Capabilities addressed, a list of invited participants, and a list of exercise planning team members. An incident/exercise notification form that includes the required notification elements is included in Attachment 3 and is incorporated herein with this reference.
- Involve two or more participants in the planning process.
- Involve two or more public health staff and/ or related partners as active participants.
- Submit to HSPR REC an After-Action Report that includes an Improvement Plan within 60 days of every exercise completed. An improvement plan template is included as part of the incident/exercise notification form in Attachment 3.

(b) Incident:

During an incident LPHA must:

- Submit LPHA incident objectives or Incident Action Plan to HSPR REC within 48 hours of receiving notification of an incident that requires an LPHA response. An incident/exercise notification form that includes the required notification elements is included in Attachment 3.
- Submit to HSPR REC an After-Action Report that includes an Improvement Plan within 60 days of every incident or public health response completed. An improvement plan template is included as part of the incident/exercise notification form in Attachment 3.

(2) Additional Exercise Requirements:

(a) Demonstrate continuous improvement and progress toward increased capability to perform functions and tasks associated with the CDC Public Health Emergency Preparedness and Response Capabilities.

(b) Address health equity considerations as outlined in Section 4.a.

(c) Include priorities that address lessons learned from previous exercises events, or incidents as described in the LPHA's After Action Reports (AAR)/ Improvement Plans (IP).

(d) LPHA must work with Emergency Management to align with Emergency Management's Integrated Preparedness Plan, local health care partners and other community partners to integrate exercises, as appropriate.

(e) Identify a cycle of exercises that increase in complexity, address gaps, and/or test different capabilities over a three-year period. Exercises on the same hazard, capability, or plan over consecutive years should progress from discussion-based exercises (e.g., seminars, workshops, tabletop exercises, games) to operation-based exercises (e.g., drills, functional exercises and full-scale exercises).

(f) Participation in a HSPR-led exercise, when scheduled, is strongly encouraged by PHEPR funded staff.

(g) LPHA must coordinate exercise design and planning with local Emergency Management and other partners for community engagement, as appropriate.[2]

k. **Maintaining Training Records:** LPHA must maintain training records that demonstrate NIMS compliance for all local public health staff for their respective emergency response roles.[7] Staff responsible for emergency planning and response roles must be trained for their respective roles consistent with their local emergency plans and according to CDC Public Health Emergency Preparedness and Response Capabilities,[1] the Public Health Accreditation Board[9], and the National Incident Management System.[7]

(1) The training portion of the work plan must:

(a) Orient new LPHA staff to public health emergency preparedness as a program and its role as a foundational capability per modernization.

(b) Identify and train appropriate LPHA staff [11] to prepare for public health emergency response roles and general emergency response based on the local identified hazards.

l. **Plans:** LPHA must maintain and execute emergency preparedness procedures and plans as a component of its jurisdictional Emergency Operations Plan.

(1) LPHA must establish and maintain at a minimum the following plans, which combined constitute an ESF8 Emergency Operations Plan, All-Hazards Public Health Emergency Preparedness and Response Plan or another name as decided by the LPHA:

(a) Base Plan.

(b) Medical Countermeasure Dispensing and Distribution (MCMDD) plan.12

(c) Continuity of Operations Plan (COOP)10

(d) Communications and Information Plan.

(2) All plans, annexes, and appendices must:

(a) Be updated whenever an After-Action Report improvement item is identified as requiring a change or biennially at a minimum,

(b) Address, as appropriate, the CDC Public Health Emergency Preparedness and Response Capabilities based on the local and regionally identified hazards,

(c) Comply with the NIMS,7

(d) Include a record of changes that includes a brief description, the date, and the author of the change made, and

(e) Include health equity considerations as outlined in Section 4b.

5. General Revenue and Expense Reporting.

LPHA must complete an "Oregon Health Authority Public Health Division Expenditure and Revenue Report" located in Exhibit C of this Agreement. A separate report must be filed for each applicable Program Element and any sub-elements. These reports must be submitted to OHA each quarter on the following schedule:

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

6. Program Reporting Requirements.

a. **PHEPR Work Plan.** LPHA must implement its PHEPR activities in accordance with its OHA HSPR-approved PHEPR Work Plan. Dependent upon extenuating circumstances, modifications to this PHEPR Work Plan may only be made with OHA HSPR agreement and approval. Proposed PHEPR Work Plan will be due on or before August 15. Final approved PHEPR Work Plan will be due on or before September 15.

b. **Mid-year check-ins and end of year PHEPR Work Plan reviews**. LPHA must complete PHEPR Work Plan updates prior to the end-of-year review.

(1) Mid-year work plan check-ins may be conducted between October 1 and March 31.

(2) End of year work plan reviews may be conducted between April 1 and August 15.

c. **Triennial Review.** This review will be completed in conjunction with the statewide Triennial Review schedule as determined by the Office of the State Public Health Director. A year-end work plan review may be replaced with a Triennial Review when it falls within the end-of-year review period. This Agreement will be integrated into the Triennial Review Process.

7. Performance Measures: LPHA will progress local, regional, and statewide emergency preparedness planning efforts in a manner designed to achieve the 15 CDC National Standards for State and Local Planning for Public Health Emergency Preparedness and the 10 Priority Areas as defined by the CDCs Public Health Response Readiness Framework and is evaluated by End of Year and Triennial Reviews.[1, 13]

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ATTACHMENT 1*[1]

PHEPR Program Annual Budget

_____ County

				Total PHEPR Funds	Total Other funds
PERSONNEL			Subtotal	$0	
	List as an Annual Salary	% FTE based on 12 months	0		
(Position Title and Name)			0		
Brief description of activities, for example, This position has primary responsibility for _____ County PHEP activities.					
			0		
			0		
			0		
Fringe Benefits @ (__)% of describe rate or method			0		
TRAVEL		Subtotal		$0	
Total In-State Travel: (describe travel to include meals, registration, lodging and mileage)		$0			
Hotel Costs:					
Per Diem Costs:					
Mileage or Car Rental Costs:					
Registration Costs:					
Misc. Costs:					
Out-of-State Travel: (describe travel to include location, mode of transportation with cost, meals, registration, lodging and incidentals along with number of travelers)		$0			
Air Travel Costs:					
Hotel Costs:					
Per Diem Costs:					
Mileage or Car Rental Costs:					
Registration Costs:					
Misc. Costs:					
CAPITAL EQUIPMENT (individual items that cost $5,000 or more)		$0		$0	
SUPPLIES		$0		$0	
CONTRACTUAL (list each Contract separately and provide a brief description)		$0		$0	
Contract with (____) Company for $_____, for (_____) services.					
Contract with (____) Company for $_____, for (_____) services.					
Contract with (____) Company for $_____, for (_____) services.					
OTHER		$0		$0	
TOTAL DIRECT CHARGES				$0	$0
TOTAL INDIRECT CHARGES @ ___% of Direct Expenses or describe method				$0	
TOTAL BUDGET:				$0	$0

Date, Name and phone number of person who prepared budget

NOTES:

Salaries should be listed as a full time equivalent (FTE) of 2,080 hours per year - for example an employee working .80 with a yearly salary of $62,500 (annual salary) which would computer to the sub-total column as $50,000

% of FTE should be based on a full year FTE percentage of 2080 hours per year - for example an employee listed as 50 hours per month would be 50*12/2080 = .29 FTE

* A fillable template is available from a HSPR REC

Attachment 2: Use of Funds

Subject to CDC grant requirements, funds may be used for the following:

- **a.** Reasonable program purposes, including personnel, travel, supplies, and services.
- **b.** To supplement but not supplant existing state or federal funds for activities described in the budget.
- **c.** To purchase basic, non-motorized trailers with prior approval from the CDC OGS.
- **d.** For overtime for individuals directly associated (listed in personnel costs) with the award with prior approval from HSPR.
- **e.** For deployment of PHEPR-funded personnel, equipment, and supplies during a local emergency, in-state governor-declared emergency, or via the Emergency Management Assistance Compact (EMAC).
- **f.** 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 with prior approval from HSPR.
- **g.** 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 with prior approval from HSPR.
- **h.** To purchase caches of antibiotics for use by first responders and their families to ensure the health and safety of the public health workforce.
- **i.** To support appropriate accreditation activities that meet the Public Health Accreditation Board's preparedness-related standards

Subject to CDC grant requirements, funds may not be used for the following:

- **a.** Research.
- **b.** Clinical care except as allowed by law. Clinical care, per the CDC Funding Opportunity Announcement FOA, is defined as "directly managing the medical care and treatment of patients."
- **c.** The purchase of furniture or equipment - unless clearly identified in grant application.
- **d.** Reimbursement of pre-award costs (unless approved by CDC in writing).
- **e.** 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.
- **f.** 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.
- **g.** Construction or major renovations.
- **h.** Payment or reimbursement of backfilling costs for staff.
- **i.** Paying the salary of an individual at a rate in excess of Executive Level II or $187,000.00 per year.
- **j.** The purchase of clothing such as jeans, cargo pants, polo shirts, jumpsuits, or t-shirts.
- **k.** The purchase or support of animals for labs, including mice.
- **l.** The purchase of a house or other living quarter for those under quarantine.
- **m.** 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.

ATTACHMENT 3*

Incident/Exercise Summary Report

Notification

Exercise: Due 30 Days Before Exercise
Incident: Within 48 hours of notification of incident requiring a response

Name of Exercise or Incident:	Name of Exercise or Incident and OERS number, if relevant		**Date(s) of LPHA Play:**	Dates of Play
Scope — **Type of Exercise/Event:**	☐ Drill	☐ Functional Exercise	☐ Planned Event/Training	
	☐ Tabletop Exercise	☐ Full Scale Exercise	☐ Incident/Declared Emergency	
Participating Organizations:	List all the names (if available) and agencies participating in your exercise			
Duration:	How long will the exercise last? Or start/end time		**Location**	Location of exercise, if known
Objectives:	List 1 to 3 SMART objectives			
Primary Activities:	List primary activities to be conducted with this incident or exercise			
Design Team:	List people who are participating in designing the exercise by name, agency			
Point of Contact:	Typically, the PHEP Coordinator's name		**LPHA or Tribe:**	Agency Name
POC Email:	Enter POC's email address		**Phone:**	Phone

Capabilities Addressed

BIOSURVEILLANCE
- ☐ 12: Public Health Laboratory Testing
- ☐ 13: Public Health Surveillance and Epidemiological Investigation

COMMUNITY RESILIENCE
- ☐ 1: Community Preparedness
- ☐ 2: Community Recovery

COUNTERMEASURES AND MITIGATION
- ☐ 8: Medical Countermeasure Dispensing and Administration
- ☐ 9: Medical Materiel Management and Distribution
- ☐ 11: Nonpharmaceutical Interventions
- ☐ 14: Responder Safety and Health

INCIDENT MANAGEMENT
- ☐ 3: Emergency Operations Coordination

INFORMATION MANAGEMENT
- ☐ 4: Emergency Public Information and Warning
- ☐ 6: Information Sharing

SURGE MANAGEMENT
- ☐ 5: Fatality Management
- ☐ 7: Mass Care
- ☐ 10: Medical Surge
- ☐ 15: Volunteer Management

After Action Report

To be completed within 60 days of exercise or incident completion

Strengths:	What were the strengths identified during this exercise or incident?
Areas of Improvement:	Were there any areas of improvement identified? List all in this space, then complete improvement plan on next page.

Improvement Plan *To be completed with action review* *and submitted to liaison within 60 days of exercise or incident completion*				
Name of Event or Exercise	Name of Exercise or Incident	**Date(s)**	Date(s) of Exercise or Incident	
CDC Public Health Capability Addressed	**Issue(s)/Area(s) of Improvement**	**Corrective Action**	**Timeframe**	**Date Completed**
Capability Name	Describe the issue or refer to an item number in the after action report	Corrective action or planned activity	When do you expect to complete this activity?	To be filled in when completed
		Corrective action or planned activity	When do you expect to complete this activity?	To be filled in when completed
	Describe the issue or refer to an item number in the after action report	Corrective action or planned activity	When do you expect to complete this activity?	To be filled in when completed
		Corrective action or planned activity	To be filled in when completed	To be filled in when completed
Capability Name	Describe the issue or refer to an item number in the after action report	Corrective action or planned activity	When do you expect to complete this activity?	To be filled in when completed
		Corrective action or planned activity	When do you expect to complete this activity?	To be filled in when completed
	Describe the issue or refer to an item number in the after action report	Corrective action or planned activity	When do you expect to complete this activity?	To be filled in when completed
		Corrective action or planned activity	To be filled in when completed	To be filled in when completed
Capability Name	Describe the issue or refer to an item number in the after action report	Corrective action or planned activity	When do you expect to complete this activity?	To be filled in when completed
		Corrective action or planned activity	When do you expect to complete this activity?	To be filled in when completed
	Describe the issue or refer to an item number in the after action report	Corrective action or planned activity	When do you expect to complete this activity?	To be filled in when completed
		Corrective action or planned activity	To be filled in when completed	To be filled in when completed

References

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Program Element #13: Tobacco Prevention Education Program (TPEP)

OHA Program Responsible for Program Element:

Public Health Division/Center for Health Prevention & Health Promotion/ Health Promotion and Chronic Disease Prevention Section

1. Description.

Funds provided under this Agreement for this Program Element may only be used in accordance with, and subject to, the requirements and limitations set forth below, to deliver the Tobacco Prevention Education Program (TPEP). As described in the local program plan, permitted activities are in the following areas:

a. **Facilitation of Community and Statewide Partnerships:** Accomplish movement toward tobacco-free communities through a coalition or other group dedicated to the pursuit of agreed upon local and statewide tobacco control objectives. Community partnerships should include local public health leadership, health system partners, non-governmental entities as well as community leaders.

(1) TPEP program should demonstrate ability to mobilize timely community support for local tobacco prevention objectives.

(2) TPEP program should be available and ready to respond to statewide policy opportunities and threats.

b. **Creating Tobacco-Free Environments:** Promote the adoption of tobacco-free policies, including policies in schools, workplaces and public places. Demonstrate community progress towards establishing jurisdiction-wide tobacco-free policies (e.g. local ordinances) for workplaces that still allow indoor smoking or expose employees to secondhand smoke. Establish tobacco-free policies for all county and city properties and government campuses.

c. **Countering Pro-Tobacco Influences:** Reduce the promotion of tobacco in retail environments by educating and aligning decision-makers about policy options for addressing the time, place and manner tobacco products are sold. Counter tobacco industry advertising and promotion. Reduce youth access to tobacco products, including advancing tobacco retail licensure and other evidence-based point of sale strategies.

d. **Promoting Quitting Among Adults and Youth:** Promote evidence-based practices for tobacco cessation with health system partners and implementation of Health Evidence Review Commission initiatives, including cross-sector interventions. Integrate the promotion of the Oregon Tobacco Quit Line into other tobacco control activities.

e. **Enforcement:** Assist OHA with the enforcement of statewide tobacco control laws, including the Oregon Indoor Clean Air Act, minors' access to tobacco and restrictions on smoking through formal agreements with OHA, Public Health Division.

f. **Reducing the Burden of Tobacco-Related Chronic Disease:** Address tobacco use reduction strategies in the broader context of chronic diseases and other risk factors for tobacco-related chronic diseases including cancer, asthma, cardiovascular disease, diabetes, arthritis, and stroke. Ensure Local Public Health Authority (LPHA) decision-making processes are based on data highlighting local, statewide and national tobacco-related disparities. Ensure processes engage a wide variety of perspectives from those most burdened by tobacco including representatives of racial/ethnic minorities, Medicaid users, LGBTQ community members, and people living with disabilities, including mental health and substance use challenges.

The statewide Tobacco Prevention and Education Program (TPEP) is grounded in evidence-based best practices for tobacco control. The coordinated movement involves state and local programs working

together to achieve sustainable policy, systems and environmental change in local communities that mobilize statewide. Tobacco use remains the number one cause of preventable death in Oregon and nationally. It is a major risk factor in developing asthma, arthritis, diabetes, stroke, tuberculosis and ectopic pregnancy, as well as liver, colorectal and other forms of cancer. It also worsens symptoms for people already living with chronic diseases.

Funds provided under this Agreement are to be used to reduce exposure to secondhand smoke, prevent youth from using tobacco, promote evidence-based practices for tobacco cessation, educate decision-makers about the harms of tobacco, and limit the tobacco industry's influence in the retail environment. Funds allocated to Local Public Health Authorities are to complement the statewide movement towards population-level outcomes including reduced tobacco disparities.

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

2. Definitions Specific to Tobacco Prevention Education Program (TPEP).

Oregon Indoor Clean Air Act (ICAA) (also known as the Smokefree Workplace Law) protects workers and the public from secondhand smoke exposure in public, in the workplace, and within 10 feet of all entrances, exits, accessibility ramps that lead to and from an entrance or exit, windows that open and air-intake vents. The ICAA includes the use of "inhalant delivery systems." Inhalant delivery systems are devices that can be used to deliver nicotine, cannabinoids and other substances, in the form of a vapor or aerosol. These include e-cigarettes, vape pens, e-hookah and other devices. Under the law, people may not use e-cigarettes and other inhalant delivery systems in workplaces, restaurants, bars and other indoor public places in Oregon.

3. Alignment with Modernization Foundational Programs and Foundational Capabilities.

The activities and services that the LPHA has agreed to deliver under this Program Element align with Foundational Programs and Foundational Capabilities and the public health accountability metrics (if applicable), as follows (see Public Health Modernization Manual at, http://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public_health_modernization_manual.pdf:

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

Program Components	**Foundational Program**					**Foundational Capabilities**						
	CD Control	Prevention and health promotion	Environmental health	Access to clinical preventive services: Population Health	Access to clinical preventive services: Direct services	Leadership and organizational competencies	Health equity and cultural responsiveness	Community Partnership Development	Assessment and Epidemiology	Policy & Planning	Communications	Emergency Preparedness and Response
Asterisk (*) = Primary foundational program that aligns with each component *X = Other applicable foundational programs*						*X = Foundational capabilities that align with each component*						

Facilitation of Community Partnerships		*		X		X	X	X	X	X	X	
Creating Tobacco-free Environments		*		X		X	X	X	X	X	X	
Countering Pro-Tobacco Influences		*				X	X	X	X	X	X	
Promoting Quitting Among Adults and Youth		X		*		X	X	X	X	X	X	
Enforcement		*	X			X	X	X	X	X	X	
Reducing the Burden of Tobacco-Related Chronic Disease		*		X		X	X	X	X	X	X	

b. The work in this Program Element helps Oregon's governmental public health system achieve the following Public Health Accountability Metrics, Health Outcome Indicators:

Not applicable

c. The work in this Program Element helps Oregon's governmental public health system achieve the following Public Health Accountability Metrics, LPHA Process Measures:

Not applicable

4. Procedural and Operational Requirements.

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

a. Submit local program plan and local program budget to OHA for approval at a time determined by OHA. OHA will supply the required format and current service data for use in completing the plans.

Local program budget may include direct, evidence-based or culturally appropriate cessation delivery including the provision of Nicotine Replacement Therapy (NRT), but may not include other treatment services, other disease control programs, or other efforts not devoted to tobacco prevention and education.

b. Engage in activities as described in its local program plan, which has been approved by OHA and is incorporated herein with this reference. Modifications to the plans may only be made with OHA approval.

c. Ensure that LPHA leadership is appropriately involved and its local tobacco program is staffed at the appropriate level, depending on its level of funding, as specified in the award of funds for this Program Element.

d. Use funds for this Program Element in accordance with its local program budget, which has been approved by OHA and incorporated herein with this reference. Modifications to the local program budget may only be made with OHA approval.

e. Attend all TPEP meetings reasonably required by OHA.

f. Comply with OHA's TPEP Guidelines and Policies.

g. Coordinate its TPEP activities and collaborate with other entities receiving TPEP funds or providing TPEP services.

h. In the event of any omission from, or conflict or inconsistency between, the provisions of the local program plan and local program budget on file at OHA, and the provisions of the Agreement and this Program Element, the provisions of this Agreement and this Program Element shall control.

5. General Revenue and Expense Reporting.

LPHA must complete an "Oregon Health Authority Public Health Division Expenditure and Revenue Report" located in Exhibit C of this Agreement. A separate report must be filed for each applicable Program Element and any sub-elements. These reports must be submitted to OHA each quarter on the following schedule:

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

6. Program Reporting Requirements.

LPHA must submit local program plan reports on a semi-annual schedule to be reviewed by OHA. The reports must include, at a minimum, LPHA's progress during the reporting period towards completing activities described in its local program plan. Upon request by OHA, LPHA must also submit reports that detail quantifiable outcomes of activities and data accumulated from community-based assessments of tobacco use. LPHA leadership and program staff must participate in reporting interviews on a schedule to be determined by OHA and LPHA.

7. Performance Measures.

If LPHA completes fewer than 75% of the planned activities in its local program plan for two consecutive reporting periods in one state fiscal year, LPHA will not be eligible to receive funding under this Program Element during the next state fiscal year.

Program Element #36: Alcohol and Drug Prevention and Education Program (ADPEP)

OHA Program Responsible for Program Element:

Public Health Division/Center for Health Prevention & Health Promotion/ Health Promotion and Chronic Disease Prevention Section

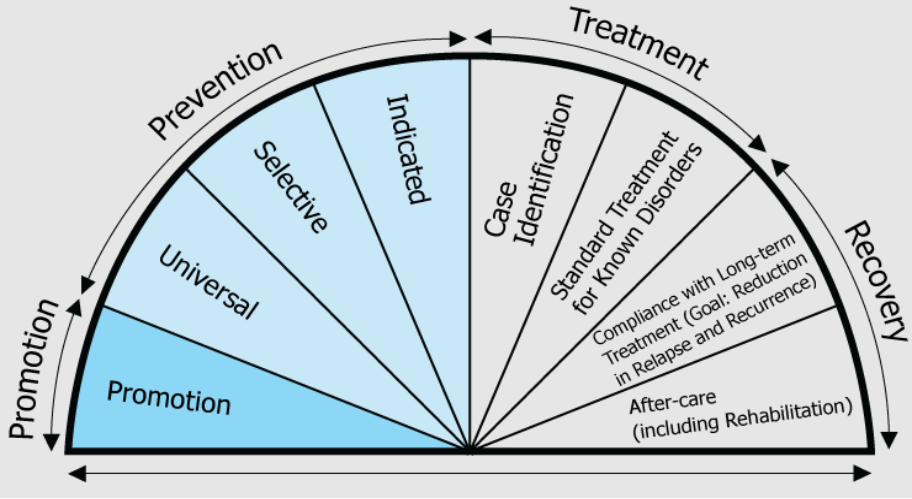
1. Description.

Funds provided under this Agreement for this Program Element may only be used in accordance with, and subject to, the requirements and limitations set forth below, to deliver the Alcohol and Drug Prevention and Education Program (ADPEP).

ADPEP is a comprehensive program that encompasses community and state interventions, surveillance and evaluation, communications, screening interventions, and state administration and management to prevent alcohol, tobacco and other drug use and associated effects, across the lifespan. The program goals are to plan, implement and evaluate strategies that prevent substance use by reducing risk factors and increasing protective factors associated with alcohol, tobacco and other drugs.

The ADPEP program falls within the National Academies of Science Continuum of Care prevention categories, include promotion, universal direct, universal indirect, selective, and indicated prevention.

- Promotion and universal prevention addresses the entire population with messages and programs aimed at prevention or delaying the use of alcohol, tobacco and other drugs.
- Selective prevention targets are subsets of the total population that are deemed to be at risk for substance abuse by virtue of membership in a particular population segment.
- Indicated prevention is designed to prevent the onset of substance abuse in individuals who do not meet criteria for addiction but who are showing elevated levels of risk and early danger signs.



The funds allocated to the Local Public Health Authority (LPHA) supports implementation of the Center for Substance Abuse Prevention's (CSAP) six strategies:

a. Information Dissemination;

b. Prevention Education;

c. Alcohol, Tobacco & Other Drug (ATOD) Free Alternatives;

d. Community Based Processes;

e. Environmental/Social Policy; and

f. Problem Identification and Referral.

This Program Element contains two sub-elements:

a. Alcohol and Drug Prevention and Education Program (ADPEP) funding (PE 36)

b. The Opioid Settlement Prevention, Treatment and Recovery (OSPTR) Board Primary Prevention (PE 36-01 funding to support LPHAs to bolster workforce capacity and evidence-based primary prevention strategies for substance use, substance use disorder, and overdose).

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

2. Definitions Specific to this Program Element

Not applicable

3. Alignment with Modernization Foundational Programs and Foundational Capabilities.

The activities and services that the LPHA has agreed to deliver under this Program Element align with Foundational Programs and Foundational Capabilities and the public health accountability metrics (if applicable), as follows (see Public Health Modernization Manual at: http://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public_health_modernization_manual.pdf):

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

Program Components	**Foundational Program**					**Foundational Capabilities**						
	CD Control	Prevention and health promotion	Environmental health	Access to clinical preventive services: Population Health	Access to clinical preventive services: Direct services	Leadership and organizational competencies	Health equity and cultural responsiveness	Community Partnership Development	Assessment and Epidemiology	Policy & Planning	Communications	Emergency Preparedness and Response
Asterisk (*) = Primary foundational program that aligns with each component *X = Other applicable foundational programs*						*X = Foundational capabilities that align with each component*						
Information Dissemination		*		X	X	X	X	X	X	X	X	
Prevention Education		*		X	X	X	X	X	X	X	X	
Alcohol, Tobacco & Other Drug (ATOD) Free Alternatives		*		X		X	X	X	X	X	X	
Community Based Processes		*		X		X	X	X	X	X	X	

Environmental/Social Policy		*	X	X		X	X	X	X	X	X	
Problem Identification and Referral		*		X	X	X	X	X	X	X	X	

b. The work in this Program Element helps Oregon's governmental public health system achieve the following Public Health Accountability Metrics, Health Outcome Indicators:

Not applicable

c. The work in this Program Element helps Oregon's governmental public health system achieve the following Public Health Accountability Metrics, LPHA Process Measures:

Not applicable

4. Procedural and Operational Requirements.

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

a. Requirements that apply to PE 36 Alcohol and Drug Prevention and Education Program (ADPEP) funding:

LPHA must:

(1) Submit to OHA, on a timeline proposed by OHA its local program budget and a Biennial Local Alcohol and Other Drug Prevention Program Plan, as outlined in the biennial program plan guidance, which details strategies to be implemented, as outlined in Section 4.a.(2), of this Program Element, for OHA approval. Once approved by OHA, the local program budget is incorporated herein by this reference.

(2) Engage in activities, throughout the biennium, in accordance with its Biennial Local Alcohol and Other Drug Prevention Program Plan, which has been approved by OHA and incorporated herein with this reference, including but not limited to, the following types of activities:

(a) Information Dissemination -- increase knowledge and awareness of the dangers associated with drug use (e.g. local implementation of media campaigns; Public Service Announcements (PSA));

(b) Prevention Education -- build skills to prevent substance use (e.g. assuring school policy supports evidence-based school curricula and parenting education and skill building; peer leadership; and classroom education);

(c) Alcohol, Tobacco & Other Drug (ATOD) Free Alternatives -- organize activities that exclude substances (e.g. youth leadership and community service projects that support policy strategies and goals; and mentoring programs);

(d) Community Based Processes – provide networking and technical assistance to implement evidence-based practices, strategies in schools, law enforcement, communities and agencies (e.g. strategic planning, community engagement and mobilization; and building and effectively managing prevention coalitions);

(e) Environmental/Social Policy -- establish strategies for changing community policies, standards, codes and attitudes toward alcohol and other drug use (e.g. school policies and community or organizational rules and laws regarding alcohol, tobacco and other drugs; and advertising restrictions);

(f) Problem Identification and Referral – identify individuals misusing alcohol and other drugs and assess whether they can be helped by educational services (e.g. sustainable referral systems to evidence-based health care systems, services, and providers).

(3) Use funds for this Program Element in accordance with the OHA-approved local program budget. Modifications to the local program budget may only be made with OHA approval

(a) Budget adjustments of up to 10% of the cumulative award amount are allowable between or within budget categories and line items. Modification to the local program budget exceeding 10% of the cumulative award amount between or within the budget categories and line items may only be made with prior written approval from OHA.

(b) Consistent with the OHA-approved local program budget, OHA may reimburse the LPHA for local mileage, per diem, lodging and transportation to conduct program activities under this Program Element and attend OHA required and requested meetings as OHA deems such expenses to be reasonable and reasonably related to performance under this Program Element. Travel to attend out of state events or conferences is permitted if content is applicable to the Biennial Local Alcohol and Other Drug Prevention Program Plan. Federal per diem rates limit the amount of reimbursement for in state and out of state travel – see U.S. General Services Administration Per Diem Rates at www.gsa.gov/perdiem. All travel must be conducted in the most efficient and cost-effective manner resulting in the best value to OHA and the State of Oregon.

b. Requirements that apply to PE 36-01 Opioid Settlement Prevention, Treatment and Recovery (OSTPR) Board Primary Prevention funding:

(1) Submit to OHA, on a timeline proposed by OHA, a local program budget and a Substance Use Primary Prevention local program plan which details strategies to be implemented, as outlined in Section 4.b.(2), of this Program Element, to prevent substance use, substance use disorder and overdose. Once approved by OHA, the local program budget is incorporated herein by this reference

(2) Engage in activities in accordance with the OHA-approved Substance Use Primary Prevention local program plan, by conducting primary prevention activities to prevent substance use, substance use disorder and overdose. The activities may include but are not limited to:

(a) Support community-based prevention strategies, education, or intervention (e.g., build community resilience, improve emotional wellbeing, increase social connectedness).

(b) Improve access to community resources and supports for at-risk populations (e.g., mental health resources, access to healthy food, positive after school activities).

(c) Increase strategies that target affordable housing, education and employment.

(d) Develop targeted outreach or media campaigns.

(e) Increase workforce development and training for primary prevention.

(3) Use of funds for this Program Element in accordance with the OHA-approved local program budget. Modifications to the local program budget may only be made with OHA approval.

(a) Budget adjustments of up to 10% of the PE 36-01 award amount are allowable between or within Local Program Budget categories and line items. Modification to the Local Program Budget exceeding 10% of the PE 36-01 award amount between or within the Local Program Budget categories and line items may only be made with prior written approval of the OHA Agreement Administrator.

(b) Consistent with the OHA-approved Local Program Budget and Plan, funds may be used for local mileage, per diem, lodging and transportation to conduct program activities under this Agreement and attend OHA required and requested meetings as OHA deems such expenses to be reasonable and reasonably related to performance under this Agreement. Travel to attend out of state events or conferences is permitted if content is applicable to the Substance Use Primary Prevention Local Program Plan. Federal per diem rates limit the amount of reimbursement for in state and out of state travel – see U.S. General Services Administration Per Diem Rates at www.gsa.gov/perdiem. All travel must be conducted in the most efficient and cost-effective manner resulting in the best value to OHA and the State of Oregon.

c. LPHA must coordinate efforts among diverse stakeholders and related programs (e.g. other alcohol and drug efforts such as prescription drug overdose, tobacco prevention, mental health and suicide prevention) in local communities. Such coordination offers a shared benefit of coordinated mobilization and leveraged resources to achieve local policy and environmental change goals and measurable improvement in health status. LPHA must determine how best to coordinate with local Tobacco Prevention and Education Program (TPEP) to include in the biennial plan detail of coordinated strategies.

d. LPHA must participate in site visits, state trainings, meetings and evaluation activities as requested or required by OHA.

5. General Revenue and Expense Reporting.

LPHA must complete an "Oregon Health Authority Public Health Division Expenditure and Revenue Report" located in Exhibit C of the Agreement. A separate report must be filed for each applicable Program Element and any sub-elements. These reports must be submitted to OHA each quarter on the following schedule:

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

6. Program Reporting Requirements.

a. For PE 36, LPHA must:

(1) Report to OHA semi-annually to describe progress made in completing activities and achieving the goals and objectives set forth in the LPHA's OHA-approved Local Alcohol and Other Drug Program Plan. (**Semi-Annual Progress Reports Due:** on an ongoing basis through the term of this Agreement each six months and as otherwise requested by OHA).

(2) Submit written annual Progress reports to OHA using forms and procedures provided by OHA to describe results in achieving the goals, objectives through implementing the evidence-based strategies set forth in the LPHA's OHA-approved Local Program Plan as well as any obstacles encountered, successes and lessons learned. (**Annual Progress Reports Due:** within 30 days following the end of the state fiscal year).

b. For PE 36-01, LPHA must:

(1) Submit written Progress Reports to OHA using forms and procedures provided by OHA to describe results and progress toward achieving the goals and objectives through implementing the evidence-based strategies set forth in the LPHA's OHA-approved Substance Use Primary Prevention Local Program Plan, as well as any obstacles encountered, successes and lessons learned. These reports must be submitted to OHA biannually on the following schedule:

Reporting Period	Due Date
July 1 – December 31	January 30
January 1 – June 30	July 30

7. Performance Measures.

a. If LPHA completes fewer than 75% of the planned activities in its OHA-approved Biennial Local Alcohol and Other Drug Prevention Program Plan for two consecutive calendar quarters in one state fiscal year LPHA will not be eligible to receive funding under this Program Element during the next state fiscal year.

b. LPHA must operate the Alcohol and Other Drug Prevention and Education Program (ADPEP) described in its OHA-approved Biennial Local Alcohol and Other Drug Prevention Program Plan.

c. If LPHA completes fewer than 75% of the planned primary prevention activities in its OHA-approved Substance Use Primary Prevention Local Program Plan for two consecutive calendar quarters in one state fiscal year LPHA will not be eligible to receive funding under this Program Element during the next state fiscal year.

Program Element #40: Special Supplemental Nutrition Program for Women, Infants and Children ("WIC") Services

OHA Program Responsible for Program Element:

Public Health Division/Center for Health Prevention & Health Promotion/Nutrition and Health Screening (WIC)

Description of Program Element.

Funds provided under this Agreement for this Program Element may only be used in accordance with, and subject to, the requirements and limitations set forth below to deliver Special Supplemental Nutrition Program for Women, Infants and Children services ("**WIC Services**"), Farm Direct Nutrition Program services ("**FDNP Services**"), and Breastfeeding Peer Counseling Program services ("**BFPC Services**").

The services described in Sections B. and C. of this Program Element, are ancillary to basic WIC Services described in Section A. of this Agreement. In order to participate in the services described in Sections B. or C., LPHA must be delivering basic WIC Services as described in Section A. The requirements for WIC Services also apply to services described in Sections B and C.

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

A. General ("WIC") Services

1. Description of WIC Services.

WIC Services are nutrition and health screening, Nutrition Education related to individual health risk and Participant category, Breastfeeding promotion and support, health referral, and issuance of food benefits for specifically prescribed Supplemental Foods to Participants during critical times of growth and development in order to prevent the occurrence of health problems and to improve the health status of mothers and their children.

2. Definitions Specific to WIC Services

a. **Applicants:** Pregnant Participants, Breastfeeding Participants, Postpartum Participants, infants and children up to 5 years old who are applying to receive WIC Services, and the breastfed infants of an Applicant. Applicants include individuals who are currently receiving WIC Services but are reapplying because their Certification Period is about to expire.

b. **Assigned Caseload:** Assigned Caseload for LPHA, which is set out in the Exhibit C of this Agreement, is determined by OHA using the WIC funding formula which was approved by the CHLO MCH and CHLO Executive Committee in February of 2003. This Assigned Caseload is used as a standard to measure LPHA's Caseload management performance and is used in determining NSA funding for LPHA.

c. **Breastfeeding:** The practice of a Participant feeding their breast milk to their infant(s) on the average of at least once a day.

d. **Breastfeeding Participants:** Participants up to one year postpartum who breastfeed their infants.

e. **Caseload:** For any month, the sum of the actual number of pregnant Participants, Breastfeeding Participants, Postpartum Participants, infants and children who have received Supplemental Foods or food benefits during the reporting period and the actual number of infants breastfed by Breastfeeding Participants (and receiving no Supplemental Foods or food benefits) during the reporting period.

f. **Certification:** The implementation of criteria and procedures to assess and document each Applicant's eligibility for WIC Services.

g. **Certification Period:** The time period during which a Participant is eligible for WIC Services based on his/her application for those WIC Services.

h. **Documentation:** The presentation of written or electronic documents or documents in other media that substantiate statements made by an Applicant or Participant or a person applying for WIC Services on behalf of an Applicant or Participant.

i. **Electronic Benefits Transfer (EBT):** An electronic system of payment for purchase of WIC-allowed foods through a third-party processor using a magnetically encoded payment card. In Oregon, the WIC EBT system is known as "eWIC".

j. **Health Services:** Ongoing, routine pediatric, women's health and obstetric care (such as infant and childcare and prenatal and postpartum examinations) or referral for treatment.

k. **Nutrition Education:** The provision of information and educational materials designed to improve health status, achieve positive change in dietary habits, and emphasize the relationship between nutrition, physical activity, and health, all in keeping with the individual's personal and cultural preferences and socio-economic condition and related medical conditions, including, but not limited to, homelessness and migrancy.

l. **Nutrition Education Contact:** Individual or group education session for the provision of Nutrition Education.

m. **Nutrition Services Plan:** An annual plan developed by LPHA and submitted to and approved by OHA that identifies areas of Nutrition Education and Breastfeeding promotion and support that are to be addressed by LPHA during the period of time covered by the plan.

m. **Nutrition Services and Administration (NSA) Funds:** Funding disbursed under or through this Agreement to LPHA to provide direct and indirect costs necessary to support the delivery of WIC Services by LPHA.

n. **Nutrition Risk:** Detrimental or abnormal nutritional condition(s) detectable by biochemical or anthropometric measurements; other documented nutritionally related medical conditions; dietary deficiencies that impair or endanger health; or conditions that predispose persons to inadequate nutritional patterns or nutritionally related medical conditions.

o. **Participants:** Pregnant, Breastfeeding, or Postpartum Participants, infants and children who are receiving Supplemental Foods benefits under the program, and the breastfed infants of Breastfeeding Participants.

p. **Postpartum Participants:** Participants up to six months after termination of a pregnancy.

q. **Supplemental Foods:** Those foods containing nutrients determined to be beneficial for pregnant, Breastfeeding and Postpartum Participants, infants and children, as determined by the United States Department of Agriculture, Food and Nutrition Services for use in conjunction with the WIC Services. These foods are defined in the WIC Manual.

r. **TWIST:** The WIC Information System Tracker which is OHA's statewide automated management information system used by state and local agencies for:

(1) Provision of direct client services including Nutrition Education, risk assessments, appointment scheduling, class registration, and food benefit issuance;

(2) Redemption and reconciliation of food benefits including electronic communication with the banking contractor;

(3) Compilation and analysis of WIC Services data including Participant and vendor information; and

(4) Oversight and assurance of WIC Services integrity.

s. **TWIST User Training Manual:** The TWIST User Training Manual, and other relevant manuals, now or later adopted, all as amended from time to time by updates and sent to the LPHA.

t. **WIC:** The Special Supplemental Nutrition Program for Women, Infants and Children authorized by section 17 of the Child Nutrition Act of 1966, 42 U.S.C. 1786, as amended through PL105-394, and the regulations promulgated pursuant thereto, 7 CFR Ch. II, Part 246.

u. **WIC Manual:** The Oregon WIC Program Policies and Procedures Manual, and other relevant manuals, now or later adopted, all as amended from time to time by updates sent by OHA to the LPHA and located at: http://www.oregon.gov/oha/PH/HEALTHYPEOPLEFAMILIES/WIC/Pages/wicpolicy.aspx.

3. Alignment with Modernization Foundational Programs and Foundational Capabilities.

The activities and services that the LPHA has agreed to deliver under this Program Element align with Foundational Programs and Foundational Capabilities and the public health accountability metrics (if applicable), as follows (see Public Health Modernization Manual at: http://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public_health_modernization_manual.pdf):

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

Program Components	**Foundational Program**					**Foundational Capabilities**						
	CD Control	Prevention and health promotion	Environmental health	Access to clinical preventive services: Population Health	Access to clinical preventive services: Direct services	Leadership and organizational competencies	Health equity and cultural responsiveness	Community Partnership Development	Assessment and Epidemiology	Policy & Planning	Communications	Emergency Preparedness and Response
Asterisk (*) = Primary foundational program that aligns with each component *X = Other applicable foundational programs*						*X = Foundational capabilities that align with each component*						
WIC Services: Nutrition Education		*		X	X	X	X	X	X		X	

Program Components	Foundational Program					Foundational Capabilities						
WIC Services: Breastfeeding Education and Support		*		X	X	X	X	X	X		X	
WIC Services: Referrals and Access to Care	X	X		X	*		X	X				
WIC Services: Provision of Supplemental Foods		X		X	*		X					
FDNP Services		X		X	*		X					
BFPC Services		*		X	X		X				X	

b. The work in this Program Element helps Oregon's governmental public health system achieve the following Public Health Accountability Metrics, Health Outcome Measures:

Not applicable

c. The work in this Program Element helps Oregon's governmental public health system achieve the following Public Health Accountability Metrics, LPHA Process Measures:

Not applicable

4. Procedural and Operational Requirements.

All WIC Services supported in whole or in part, directly or indirectly, with funds provided under this Agreement must be delivered in accordance with the following procedural and operational requirements and in accordance with the WIC Manual. WIC services need to be provided in such a manner as to allow timely access to program services by WIC Participants By accepting and using the Financial Assistance awarded under this Agreement and for this Program Element, LPHA agrees to conduct activities in accordance with the following requirements:

a. Staffing Requirements and Staff Qualifications—Competent Professional Authority.

LPHA must utilize a competent professional authority (CPA) at each of its WIC Services sites for Certifications, in accordance with 7 CFR 246.6(b)(2), and the agreement that was approved by the CLHO Maternal and Child Health (MCH) Committee on January 2001, and the CLHO Executive Committee on February 2001; and was reapproved as written by the CLHO Maternal and Child Health (MCH) Committee on March 2006, and the CLHO Executive Committee on April 2006 (CLHO MCH Agreement).

A CPA is an individual on the staff of LPHA who demonstrates proficiency in certifier competencies, as defined by the Policy 660 in the WIC Manual located here: https://www.oregon.gov/OHA/PH/HEALTHYPEOPLEFAMILIES/WIC/Pages/wicpolicy.aspx and is authorized to determine Nutrition Risk and WIC Services eligibility, provide nutritional counseling and Nutrition and Breastfeeding Education and prescribe appropriate Supplemental Foods.

b. Staffing Requirements and Staff Qualifications— Nutritionist.

LPHA must provide access to the services of a qualified nutritionist for Participants and LPHA staff to ensure the quality of the Nutrition Education component of the WIC Services, in accordance with 7 CFR 246.6(b)(2); the 1997 State Technical Assistance

Review (STAR) by the U.S. Department of Agriculture, Food and Consumer Services, Western Region (which is available from OHA upon request); as defined by Policy #661; and the CLHO MCH Agreement. A qualified nutritionist is an individual who has a master's degree in nutrition or its equivalent and/or is a Registered Dietitian Nutritionist (RDN) with the Commission on Dietetic Registration.

c. General WIC Services Requirements.

(1) LPHA must provide WIC Services only to Applicants certified by LPHA as eligible to receive WIC Services. All WIC Services must be provided by LPHA in accordance with, and LPHA must comply with, all the applicable requirements detailed in the Child Nutrition Act of 1966, as amended through Pub.L.105-394, November 13, 1998, and the regulations promulgated pursuant thereto, 7 CFR Part 246, 3106, 3017, 3018, Executive Order 12549, the WIC Manual, OAR 333-054-0000 through 0070, such U.S. Department of Agriculture directives as may be issued from time to time during the term of this Agreement, the TWIST User Training Manual (copies available from OHA upon request), and the CLHO MCH Agreement.

(2) LPHA must make available to each Participant and Applicant referral to appropriate Health Services and shall inform them of the Health Services available. In the alternative, LPHA must have a plan for continued efforts to make Health Services available to Participants at the WIC clinic through written agreements with other health care providers when Health Services are provided through referral, in accordance with 7 CFR Part 246, Subpart B, §246.6(b)(3) and (5); and the CLHO MCH Agreement.

(3) Each WIC LPHA must make available to each Participant a minimum of four Nutrition Education contacts appropriate to the Participant's Nutrition Risks and needs during the Participant's Certification Period, in accordance with 7 CFR Subpart D, §246.11 and the CLHO MCH Agreement.

(4) LPHA must document Participant and Applicant information in TWIST for review, audit and evaluation, including all criteria used for Certification, income information and specific criteria to determine eligibility, Nutrition Risk(s), and food package assignment for each Participant, in accordance with 7 CFR Part 246, Subpart C, §246.7 and the CLHO MCH Agreement and the TWIST User Training Manual.

(5) LPHA must maintain complete, accurate, documented and current accounting records of all WIC Services funds received and expended by LPHA in accordance with 7 CFR Part 246 Subpart B, §246.6(b)(8) and the CLHO MCH Agreement. This includes the annual submission of a budget projection for the next state fiscal year that is due to the state along with the Nutrition Services Plan. (FY2011 USDA Management Evaluation finding and resolution.)

(6) LPHA, in collaboration with OHA, must manage its Caseload in order to meet the performance measures for its Assigned Caseload, as specified below, in accordance with 7 CFR Part 246, Subpart B, §246.6(b)(1) and the CLHO MCH Agreement.

(7) As a condition to receiving funds under this Agreement, LPHA must have on file with OHA, a current Nutrition Services Plan that meets all requirements related to plan, evaluation, and assessment. Each Nutrition Services Plan must be marked as to the year it covers and must be updated prior to its expiration. OHA reserves

the right to approve or require modification to the Nutrition Services Plan prior to any disbursement of funds under this Agreement. The Nutrition Services Plan, as updated from time to time, is an attachment to Program Element, in accordance with 7 CFR Part 246, Subpart D, §246.11(d)(2); and CLHO MCH Agreement.

(8) LPHA must utilize at least twenty percent (20%) of its NSA Funds for Nutrition Education activities, and the amount specified in its financial assistance award for Breastfeeding education and support, in accordance with 7 CFR Part 246, Subpart E, §246.14(c)(1) and CLHO MCH Agreement.

(9) Monitoring: OHA will conduct on-site monitoring of the LPHA biennially for compliance with all applicable OHA and federal requirements as described in the WIC Manual. Monitoring will be conducted in accordance with 7 CFR Part 246, Subpart F, §246.19(b)(1)-(6); and the CLHO MCH Agreement. The scope of this review is described in Policy 215 in the WIC Manual.

5. General Revenue and Expense Reporting.

LPHA must complete an "Oregon Health Authority Public Health Division Expenditure and Revenue Report" located in Exhibit C of this Agreement. A copy of the general ledger of WIC-related expenditures for the quarter must be submitted with each quarterly expenditure and revenue report. In addition, LPHA must provide additional documentation, if requested, for expenditure testing to verify allowable expenditures per WIC federal guidelines. A separate report must be filed for each applicable Program Element and any sub-elements. These reports must be submitted to OHA each quarter on the following schedule:

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

6. Program Reporting Requirements.

In addition to the reporting obligations set forth in Exhibit E, Section 6 of this Agreement, LPHA shall submit the following written reports to OHA:

a. Quarterly reports on: (a) the percentage of its NSA Funds used for Nutrition Education activities; and (b) the percentage used for Breastfeeding education and support.

b. Quarterly time studies conducted in the months of October, January, April and July by all LPHA WIC staff.

c. Annual WIC budget projection for the following state fiscal year.

d. Nutrition Services Plan.

7. Performance Measures.

a. LPHA must serve an average of greater than or equal to 97% and less than or equal to 103% of its Assigned Caseload over any 12-month period.

b. OHA reserves the right to adjust its award of NSA Funds, based on LPHA performance in meeting or exceeding Assigned Caseload.

B. Farm Direct Nutrition Program (FDNP) Services.

1. General Description of FDNP Services.

FDNP Services provide resources in the form of fresh, nutritious, unprepared foods (fruits and vegetables) from local farmers to Participants who are nutritionally at risk. FDNP Services are also intended to expand the awareness, use of, and sales at local Farmers Markets and Farm Stands. FDNP Participants receive vouchers that can be redeemed at local Farmers Markets and Farm Stands for Eligible Foods.

2. Definitions Specific to FDNP Services.

In addition to the definitions in Section A.2. of this Program Element, the following terms used in this Section B.2. shall have the meanings assigned below, unless the context requires otherwise:

a. **Eligible Foods:** Fresh, nutritious, unprepared, Locally Grown Produce, fruits, vegetables and cut culinary herbs for human consumption. Foods that have been processed or prepared beyond their natural state, except for usual harvesting and cleaning processes, are not Eligible Foods. Honey, maple syrup, cider, nuts, seeds, eggs, meat, cheese and seafood are examples of foods that are not Eligible Foods.

b. **Farmers Market:** Group of producers, including local farmers who grow fruits, vegetable, or culinary herbs, who assemble at a defined location for the purpose of selling their produce directly to consumers.

c. **FDNP Season:** June 1 – November 30.

d. **Farm Stand:** A location at which a single, individual farmer sells his/her produce directly to consumers or a farmer who owns/operates such a Farm Stand. This is in contrast to a group or association of farmers selling their produce at a Farmers Market.

e. **FDNP:** The WIC Farm Direct Nutrition Program (known federally as the Farmers Market Nutrition Program) authorized by Section 17(m) of the Child Nutrition Act of 1966, 42 U.S.C. 1786(m), as amended by the WIC Farmers July 2, 1992.

f. **Locally Grown Produce:** Produce grown within Oregon's borders but may also include produce grown in areas in neighboring states adjacent to Oregon's borders.

g. **Recipients:** Participants who: (a) are one of the following on the date of Farm Direct Nutrition Program issuance: pregnant Participants, Breastfeeding Participants, non-Breastfeeding Postpartum Participants, infants older than 4 months of age and children through the end of the month they turn five years of age; and (b) have been chosen by the LPHA to receive FDNP Services.

3. Procedural and Operational Requirements for FDNP Services.

All FDNP Services supported in whole or in part, directly or indirectly, with funds provided under this Agreement must be delivered in accordance with the following procedural and operational requirements:

a. **Staffing Requirements and Staff Qualifications.** LPHA shall have sufficient staff to ensure the effective delivery of required FDNP Services.

b. **General FDNP Services Requirements.** All FDNP Services must comply with all requirements as specified in OHA's Farm Direct Nutrition Program Policy and Procedures in the WIC Manual, including but not limited to the following requirements:

(1) **Voucher Distribution:** OHA will deliver FDNP vouchers s to LPHA who will be responsible for distribution of these vouchers to Recipients. Each Recipient

must be issued one packet of vouchers after confirmation of eligibility status. The number of voucher packets allowed per family will be announced before each Season begins.

(2) **Recipient Education:** Vouchers must be issued in a face-to-face contact after the Recipients/caregiver has received a FDNP orientation that includes Nutrition Education and information on how to shop with vouchers. Documentation of this education must be put in TWIST or a master file if TWIST is not available. Details of the education component can be found in the Policy 1100 3.0 'Participant Orientation' in the WIC Manual.

(3) **Security:** Vouchers must be kept locked up at all times except when in use and at those times an LPHA staff person must attend the unlocked vouchers.

(4) **Voucher Issuance and LPHA Responsibilities:** LPHA must document the required Certification information and activities on a Participant's record in the TWIST system in accordance with the requirements set out in Policy 640 of the WIC Manual. LPHA must follow the procedures set out in Policy 1100 of the WIC Manual to ensure compliance with the FDNP Services requirements.

(5) **Complaints/Abuse:** LPHA must address all Civil Rights complaints according to Policy 452, Civil Rights, in the WIC Manual. Other types of complaints must be handled by LPHA's WIC Coordinator in consultation with the OHA FDNP coordinator if necessary. LPHA must handle an Oregon FDNP complaint according to policy 588, Program Integrity: Complaints, of the WIC Manual

(6) **Monitoring:** OHA will monitor the FDNP practices of LPHA. OHA will review the FDNP practices of LPHA at least once every two years. The general scope of this review is found in Policy 1100 in the WIC Manual. OHA monitoring will be conducted in accordance with 7 C.F.R. Ch. II, Part 246 and the CLHO MCH Agreement.

4. Reporting Requirements.

The reporting obligations of LPHA are set forth in the Exhibit E, Section 6 of this Agreement.

C. Breastfeeding Peer Counseling (BFPC) Services

1. General Description of BFPC Services.

The purpose of BFPC Services is to increase Breastfeeding duration and exclusivity rates by providing basic Breastfeeding information, encouragement, and appropriate referrals at specific intervals, primarily through an LPHA Peer Counselor, to pregnant and Breastfeeding Participants who are participating in the BFPC Program.

2. Definitions Specific to BFPC Services.

In addition to the definitions in Section A.2. of this Program Element, the following terms used in this Section C. shall have the meanings assigned below, unless the context requires otherwise:

a. **Assigned Peer Counseling Caseload:** Assigned Peer Counseling Caseload for LPHA, which is set out in the OHA, Public Health Division financial assistance award document, and is determined by OHA using the WIC Peer Counseling funding formula (approved by CLHO MCH and CLHO Executive Committee December 2004 and re-approved as written August 2007). This Assigned Peer Counseling Caseload is used as a standard to measure LPHA's peer counseling Caseload management performance and is used in determining peer counseling funding for LPHA.

b. **BFPC Participant:** A WIC Participant enrolled in the BFPC Program.

c. **BFPC Coordinator:** An LPHA staff person who supervises (or if the governing collective bargaining agreement or local organizational structure prohibits this person from supervising staff, mentors and coaches and directs the work of BFPC Peer Counselors and manages the delivery of the BFPC Services at the local level according to the WIC Manual. The BFPC Coordinator must be a Board Certified Lactation Consultant (IBCLC).

d. **Peer Counseling Caseload:** For any month, the sum of the actual number of Participants assigned to a Peer Counselor.

e. **Peer Counselor:** A peer support person with LPHA who meets the qualifications as stated in the WIC Manual and provides basic Breastfeeding information and encouragement to pregnant Participants and Breastfeeding Participants who are participating in the BFPC program.

f. **State BFPC Project Coordinator:** An OHA staff person who coordinates and implements the BFPC Services for Oregon.

3. Procedural and Operational Requirements of the BFPC Services.

All BFPC Services supported in whole or in part with funds provided under this Agreement must be delivered in accordance with the following procedural and operational requirements:

a. **Staffing Requirements and Staff Qualifications.**

(1) LPHA must provide a BFPC Coordinator who meets the qualifications set forth in the WIC Manual and who will spend an adequate number of hours per week managing the delivery of BFPC Services and supervising/mentoring/coaching the Peer Counselor(s). The average number of hours spent managing the delivery of BFPC Services will depend upon the LPHA's Assigned Peer Counseling Caseload and must be sufficient to maintain Caseload requirements specified in the WIC Manual.

(2) LPHA shall recruit and select Participants from its community who meet the selection criteria in the WIC Manual to serve as Peer Counselors.

b. **General BFPC Service Requirements**

(1) **WIC Manual Compliance:** All BFPC Services funded under this Agreement must comply with all state and federal requirements specified in the WIC Manual and the All States Memorandum (ASM) 04-2 Breastfeeding Peer Counseling Grants/Training.

(2) **Confidentiality:** Each Peer Counselor must abide by federal, state and local statutes and regulations related to confidentiality of BFPC Participant information.

(3) **Job Parameters and Scope of Practice:** The LPHA position description, selection requirements, and scope of practice for Peer Counselor(s) must be in accordance with the WIC Manual.

(4) **Required Documentation:** LPHA must document BFPC Participant assignment to a Peer Counselor in TWIST. LPHA must assure that all Peer Counselors document all contact with BFPC Participants according to the WIC Manual.

(5) **Referring:** LPHA must develop and maintain a referral protocol for the Peer Counselor(s) and a list of lactation referral resources, specific to their agency and community.

(6) **Provided Training:** LPHA must assure that Peer Counselors receive new employee orientation and training in their scope of practice, including elements described in the WIC Manual.

(7) **Conference Calls:** LPHA must assure that the BFPC Coordinator(s) participates in periodic conference calls sponsored by OHA.

(8) **Frequency of Contact with Participant:** LPHA must follow the minimum requirements as stated in the WIC Manual specifying the type, the number and the timing of BFPC Participant notifications, and the number and type of interventions included in a Peer Counselor's Assigned Caseload.

(9) **Plan Development:** LPHA must develop a plan as described in the WIC Manual to assure that the delivery of BFPC Services to BFPC Participants is not disrupted in the event of Peer Counselor attrition or long-term absence.

(10) **Calculation of BFPC Services Time:** LPHA staff time dedicated to providing BFPC Services must not be included in the regular WIC quarterly time studies described in Section A.6.b. above.

(11) **Counting of BFPC Services Expenditures:** LPHA must not count expenditures from the BFPC Services funds towards meeting either its LPHA Breastfeeding promotion and support targets or its one-sixth Nutrition Education requirement.

(12) **Monitoring.** OHA will do a review of BFPC Services as part of its regular WIC Services review of LPHA once every two years. OHA will conduct quarterly reviews of Peer Counseling Caseload. LPHA must cooperate with such OHA monitoring.

4. Performance Measures:

a. LPHA must serve at least 97% of its Assigned BFPC Peer Counseling Caseload over any twelve-month period.

b. OHA reserves the right to adjust its award of BFPC Funds, based on LPHA performance in meeting Assigned Peer Counseling Caseload.

5. Reporting Obligations and Periodic Reporting Requirements.

In addition to the reporting obligations set forth in Exhibit E, Section 6 of this Agreement, LPHA must submit the following reports:

a. A quarterly expenditure report detailing BFPC Services expenditures approved for personal services, services and support, and capital outlay in accordance with the WIC Manual.

b. A quarterly activity report summarizing the BFPC Services provided by LPHA, as required by the WIC Manual

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Program Element #42: Maternal, Child and Adolescent Health (MCAH) Services

OHA Program Responsible for Program Element:

Public Health Division/Center for Health Prevention & Health Promotion/Family and Child Health (FCH) Section

1. Description. Funds provided under this Agreement for this Program Element may only be used in accordance with, and subject to, the requirements and limitations set forth below, to deliver Maternal, Child and Adolescent Health (MCAH) Services.

General Description. Funding provided under this Agreement for this Program Element shall only be used in accordance with and subject to the restrictions and limitations set forth below and the Federal Title V Maternal and Child Health Block Grant Services (Title V) to provide the following services:

a. Title V MCH Block Grant Services;

b. Perinatal, Child and Adolescent Health General Fund Preventive Health Services;

c. Oregon MothersCare (OMC) Services; and

d. FCH Public Health Nurse Home Visiting Services (Babies First!, Nurse Family Partnership).

If funds awarded for MCAH Services, in the Financial Assistance Award located in Exhibit C to this Agreement, are restricted to a particular MCAH Service, those funds shall only be used by LPHA to support delivery of that specific service. All performance by LPHA under this Program Element, including but not limited to reporting obligations, shall be to the satisfaction of OHA.

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

2. Definitions Specific to Maternal, Child and Adolescent Health (MCAH) Services.

a. **Title V MCH Block Grant Services:** The purpose of Title V MCH Block grant is to provide a foundation for ensuring the health of the Nation's mothers, women, children, and youth. Services delivered using Federal Title V MCH funding will comply with Federal Title V MCH statute and Oregon's Title V MCH implementation guidance, and address Oregon's Title V priorities.

b. **Perinatal, Child and Adolescent Health General Fund Preventive Health Services:** Activities, functions, or services that support the optimal health outcomes for people during the perinatal time period, infants, children and adolescents.

c. **OMC Services:** Referral services to prenatal care and related services provided to pregnant people as early as possible in their pregnancies, with the goal of improving access to early prenatal care services in Oregon. OMC Services shall include an ongoing outreach campaign, utilization of the statewide toll-free 211 Info telephone hotline system, and local access sites to assist women to obtain prenatal care services.

d. **FCH Public Health Nurse Home Visiting Services (Babies First!, Nurse Family Partnership):** The primary goal of FCH Public Health Nurse Home Visiting Services are to strengthen families and improve the health status of perinatal people, caregivers, and children. Services are delivered or directed by public health nurses (PHNs) and are provided during home visits.

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

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

Program Components	**Foundational Program**					**Foundational Capabilities**						
	CD Control	Prevention and health promotion	Environmental health	Access to clinical preventive services: Population Health	Access to clinical preventive services: Direct services	Leadership and organizational competencies	Health equity and cultural responsiveness	Community Partnership Development	Assessment and Epidemiology	Policy & Planning	Communications	Emergency Preparedness and Response
Asterisk (*) = Primary foundational program that aligns with each component *X = Other applicable foundational programs*						*X = Foundational capabilities that align with each component*						
(Component 1) Title V MCH Block Grant Services		*		X	X	X	X	X	X	X	X	
(Component 2) Perinatal, Child and Adolescent Health General Fund Preventive Health Services		*		X	X		X	X	X		X	
(Component 3) Oregon Mothers Care Services		*		X	X		X	X	X		X	
(Component 4) MCH PHN Home Visiting Services		*		X	X		X	X	X		X	

b. The work in this Program Element helps Oregon's governmental public health system achieve the following Public Health Accountability Metrics, Health Outcome Indicators:

Not Applicable

c. The work in this Program Element helps Oregon's governmental public health system achieve the following Public Health Accountability Metrics, LPHA Process Measures:

Not Applicable

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

a. General Requirements

(1) Data Collection. LPHA must provide MCAH client data, in accordance with Title V Section 506 [42 USC 706], further defined by Federal Guidance, to OHA with respect to each individual receiving any MCAH Service supported in whole or in part with MCAH Service funds provided under this Agreement.

(2) MCAH Services must be implemented with a commitment to racial equity as demonstrated by the use of policies, procedures and tools for racial equity and cultural responsiveness.

(3) Funding Limitations. Funds awarded under this Agreement for this Program Element and listed in the Exhibit C, Financial Assistance Award must be used for services or activities described in this Program Element according to the following limitations:

(a) MCH Title V (PE42-11):

i. Funds are designated for services for women, infants, children, and adolescents less than 21 years of age (Title V, Section 505 [42 USC 705(a)(3)(A)]).

ii. Title V funds shall not be used as match for any federal funding source.

iii. Title V funds must be used for services that support federal or state- identified Title V MCAH priorities as outlined in section 4.b.

iv. LPHA shall not use more than 10% of the Title V funds awarded for a particular MCAH Service on indirect costs. For purposes of this Program Element, indirect costs are defined as "costs incurred by an organization that are not readily identifiable but are nevertheless necessary to the operation of the organization and the performance of its programs." These costs include, but are not limited to, "costs of operating and maintaining facilities, for administrative salaries, equipment, depreciation, etc." in accordance with Title V, Section 504 [42 USC 704(d)].

(b) MCAH Perinatal, Child and Adolescent Health General Funds and Title XIX General Funds (PE42-03): a. Funds must be used for public health services for people during the perinatal period (one year prior to conception through two years postpartum), infants, children or adolescents. b. Funds shall not be used as match for any federal funding source

(c) MCAH Babies First! General Funds (PE42-04): Funds are limited to expenditures for FCH PHN Home Visiting Services (Babies First!, Nurse Family Partnership).

(d) **MCAH Oregon MothersCare Title V (PE42-12):** Funds must be used for implementing OMC.

i. Funds are designated for services for women, infants, children, and adolescents less than 21 years of age (Title V, Section 505 [42 USC 705(a)(3)(A)]).

ii. Title V funds shall not be used as match for any federal funding source.

iii. Title V funds must be used for services that support federal or state- identified Title V MCAH priorities as outlined in section.

iv. LPHA shall not use more than 10% of the Title V funds awarded for a particular MCAH Service on indirect costs. For purposes of this Program Element, indirect costs are defined as "costs incurred by an organization that are not readily identifiable but are nevertheless necessary to the operation of the organization and the performance of its programs." These costs include, but are not limited to, "costs of operating and maintaining facilities, for administrative salaries, equipment, depreciation, etc." in accordance with Title V, Section 504 [42 USC 704(d)].

b. **Title V MCH Block Grant Services.** All Title V MCH Block Grant Services supported in whole or in part with funds provided under this Agreement must be delivered in accordance with the following procedural and operational requirements:

(1) Medicaid Application. Title V of the Social Security Act mandates that all maternal and child health-related programs identify and provide application assistance for pregnant women and children potentially eligible for Medicaid services. LPHA must collaborate with OHA to assure Medicaid application assistance to pregnant women and children who receive MCAH Services supported in whole or in part with funds provided under this Agreement for this Program Element and who are potentially eligible for Medicaid services, according to Title V Section 505 [42 USC 705].

(2) LPHA must submit an annual plan for use of Title V funds, demonstrating how Title V funds support activities directly related to Oregon's Title V Priorities as operationalized by the Title V online reporting form. The Title V Plan shall include:

(a) Rationale for priorities selected reflecting the health needs of the MCAH population;

(b) Strategies, measures and timelines that coordinate with and support Oregon's Title V priorities, strategies and Action Plan;

(c) Plan to measure progress and outcomes of the Title V funded activities;

(d) Prior year use of Title V funds; and

(e) Projected use of Title V funds and other funds supporting the Title V annual plan.

(3) LPHA must provide Title V MCH Block Grant Services administered or approved by OHA that support optimal health outcomes for women, infants, children, adolescents, and families. Title V MCH Block Grant Services include strategies and activities aligned with:

(a) Oregon's current Title V MCH Block Grant Application including:

i. Oregon's Title V MCH national and state-specific priorities and performance measures based on findings of Oregon's 5 year Title V MCH Block Grant Needs Assessment as defined across six population domains: Maternal/Women's health, Perinatal/Infant Health, Child Health, Children and Youth with Special Healthcare Needs, Adolescent Health, Cross- Cutting or Systems.

ii. Oregon's evidence-based/informed Title V strategies and measures

iii. Other MCAH Services identified through the annual plan and approved by OHA (up to 20% of Title V funding).

c. Perinatal, Child and Adolescent Health General Fund Preventive Health Services.

(1) State MCAH Perinatal, Child and Adolescent Health General Fund work may be used to address the following:

(a) Title V MCH Block Grant Services as described above.

(b) Preconception health services such as screening, counseling and referral for safe relationships, domestic violence, alcohol, substance and tobacco use and cessation, and maternal depression and mental health.

(c) Perinatal health services such as FCH Public Health Nurse Home Visiting Services, Oregon MothersCare (OMC) Services, Oral Health; or other preventive health services that improve pregnancy outcomes and health.

(d) Infant and child health services such as FCH Public Health Nurse Home Visiting Services, child care health consultation, Sudden Infant Death Syndrome/Sudden Unexplained Infant Death follow-up, Child Fatality Review/Child Abuse Multi- Disciplinary Intervention, Early Hearing Detection and Intervention follow-up, oral health including dental sealant services; or other health services that improve health outcomes for infants and young children; and

(e) Adolescent health services such as School-Based Health Centers; teen pregnancy prevention; or other adolescent preventive health services that improve health outcomes for adolescents.

d. OMC Services. All OMC Services supported in whole or in part with funds provided under this Agreement must be delivered in accordance with the following procedural and operational requirements:

(1) LPHA must designate a staff member as its OMC Coordinator to work with OHA on developing a local delivery system for OMC Services. LPHA's OMC Coordinator must work closely with OHA to promote consistency around the state in the delivery of OMC Services.

(2) LPHA must follow the OMC Protocols, as described in OHA's Oregon MothersCare Manual provided to LPHA and its locations at which OMC Services are available, when providing OMC Services such as outreach and public education about the need for and availability of first trimester prenatal care, home visiting, prenatal care, including dental care, and other services as needed by pregnant people.

(3) As part of its OMC Services, LPHA must develop and maintain an outreach and referral system and partnerships for local prenatal care and related services.

(4) LPHA must assist all people seeking OMC Services in accessing prenatal services as follows:

(a) Provide follow up services to clients and people who walk in or are referred to the OMC Site by the 211 Info and other referral sources; inform these individuals of the link to the local prenatal care provider system; and provide advocacy and support to individuals in accessing prenatal and related services.

(b) Provide facilitated and coordinated intake services and referral to the following services: Clinical Prenatal Care (CPC) Services (such as pregnancy testing, counseling, Oregon Health Plan (OHP) application assistance, first prenatal care appointment); MCH Home Visiting Services); WIC Services; screening for health risks such as Intimate Partner Violence, Smoking, Alcohol and other Drug use; other pregnancy support programs; and other prenatal services as needed.

(5) LPHA must make available OMC Services to all pregnant people within the county. Special outreach shall be directed to low-income people and people who are members of racial and ethnic minorities or who receive assistance in finding and initiating CPC. Outreach includes activities such as talks at meetings of local minority groups, exhibits at community functions to inform the target populations, and public health education with a focus on the target minorities. Low-income is defined as having an annual household income which is 190% or less of the federal poverty level ("FPL") for an individual or family.

(6) LPHA must make available to all low-income pregnant people and all pregnant people within the county who are members of racial and ethnic minorities assistance in applying for OHP coverage and referrals to additional perinatal health services.

(7) LPHA must designate a representative who shall attend OMC site meetings conducted by OHA.

e. FCH PHN Home Visiting Services (Babies First!, and Nurse Family Partnership) Services. All Babies First!/Nurse Family Partnership Services supported in whole or in part with funds provided under this Agreement for this Program Element must be delivered in accordance with the following procedural and operational requirements.

(1) Staffing Requirements and Staff Qualifications

(a) Babies First!

i. LPHA must designate a staff member as its Babies First! Supervisor or Babies First! Lead to fulfill the duties described in the Babies First! Program Guidance provided by the Family and Child Health Section.

ii. Babies First! Services must be delivered by or under the direction of a RN/PHN. Minimum required staffing is .5 FTE RN/PHN with a required minimum caseload of 20. RN/PHN BSN staff are preferred but not required.

iii. If a local program is unable to meet the minimum staffing or caseload requirement, a variance request completed in consultation with an FCH Nurse Consultant and approved by an FCH Section manager must be in place.

iv. If a local program is implemented through a cross county collaboration with shared staff across jurisdictions a subcontract and/or Memorandum of Understanding must be in place defining the staffing and supervision agreements.

(b) Nurse Family Partnership: LPHA must designate a staff member as its Nurse Family Partnership Supervisor. If the Nurse Family Partnership program is implemented through a cross county collaboration with shared staff across jurisdictions a subcontract and/or Memorandum of Understanding must be in place defining the supervision agreements.

(2) Activities and Services

(a) Babies First!: services may be provided to eligible perinatal people, infants and children through four years of age who have one or more risk factors for poor health or growth and development outcomes. Services may also be provided to a parent or primary caregiver of an eligible child. Services must be delivered in accordance with Babies First! Program Guidance provided by the Family and Child Health Section.

(b) Nurse Family Partnership: Services must be delivered in accordance with Nurse Family Partnership model elements and LPHA contract with the Nurse Family Partnership National Service Office.

(3) Nursing Practice. All PHNs working in the Babies First! or Nurse Family Partnership programs must adhere to nursing practice standards as defined by the Oregon State Board of Nursing.

(4) Targeted Case Management. If the LPHA, as a provider of Medicaid services, chooses to bill for Targeted Case Management-eligible services, the LPHA must comply with the Targeted Case Management billing policy and codes in OAR 410-138-0000 through 410- 138-0390.

(5) Early Hearing Detection and Intervention (EHDI) Notifications: Babies First!/Family Connects Oregon/Nurse Family Partnership Services must receive notifications made by OHA for Early Hearing Detection and Intervention as described in ORS 433.321 and 433.323 and report back to OHA on planned follow-up.

5. General Revenue and Expense Reporting.

LPHA must complete an "Oregon Health Authority Public Health Division Expenditure and Revenue Report" located in Exhibit C of the Agreement. A separate report must be filed for each applicable Program Element and any sub-elements. These reports must be submitted to OHA each quarter on the following schedule:

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

6. Program Reporting Requirements.

a. Reporting Obligations and Periodic Reporting Requirements for MCAH Services.

Title V Block Grant Services

A report on the prior year's annual plan must be submitted by September 30 of every year.

If LHA provides FCH PHN Home Visiting Services using these funds, see reporting obligations for FCH PHN Home Visiting services.

b. Reporting Obligations and Periodic Reporting Requirements for State Perinatal Child and Adolescent Health General Funds

If LHA provides FCH PHN Home Visiting services using these funds, see reporting obligations for FCH PHN Home Visiting Services.

c. Reporting Obligations and Periodic Reporting Requirements for OMC Services. LPHA must collect and submit client encounter data quarterly using the Web-based Interface Tracking System (WTI) on individuals who receive OMC Services supported in whole or in part with funds provided under this Agreement. LPHA must ensure that their quarterly data is entered into WTI, cleaned and available for analysis to OHA on a quarterly basis. Sites may use the OMC client tracking forms approved by OHA prior to entering their data into WTI.

d. Reporting Obligations and Periodic Reporting Requirements for FCH PHN Home Visiting Services (Babies First! and Nurse Family Partnership Services).

(1) For all individuals who receive FCH PHN Home Visiting Services, LPHA must ensure that Supervisors and Home Visitors collect required data on client visits and enter it into the state- designated data system in a timely manner that is aligned with expectations defined by each program and within no more than thirty (30) business days of visiting the client and 45 days of case closure.

(2) LPHA must take all appropriate steps to maintain client confidentiality and obtain any necessary written permissions or agreements for data analysis or disclosure of protected health information, in accordance with HIPAA (Health Insurance Portability and Accountability Act of 1996) regulations.

7. Performance Measures.

LPHA must operate the Title V funded work under this Program Element in a manner designed to make progress toward achieving Title V state and national performance measures as specified in Oregon's MCH Title V Block Grant annual application/report to the DHHS Maternal and Child Health Bureau.

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Program Element #50: Safe Drinking Water Program

OHA Program Responsible for Program Element:

Public Health Division/Center for Health Protection/Drinking Water Services Section

1. Description.

Funds provided under this Agreement for this Program Element may only be used in accordance with, and subject to, the requirements and limitations set forth below, to ensure safe drinking water.

The purpose of the Safe Drinking Water Program is to provide services to public water systems that result in reduced health risk and increased compliance with drinking water monitoring and Maximum Contaminant Level (MCL) requirements. The Safe Drinking Water Program reduces the incidence and risk of waterborne disease and exposure of the public to hazardous substances potentially present in drinking water supplies. Services provided through the Safe Drinking Water Program include investigation of occurrences of waterborne illness, drinking water contamination events, response to emergencies, Water Quality Alerts, technical and regulatory assistance, inspection of water system facilities, and follow up of identified deficiencies. Safe Drinking Water Program requirements also include reporting of data to OHA, Public Health Division, Drinking Water Services (DWS) necessary for program management and to meet federal Environmental Protection Agency (EPA) Safe Drinking Water Act program requirements.

a. Funds provided under this Program Element are intended to enable LPHAs and the Department of Agriculture (hereafter referred to as "Partners") to assume primary responsibility for the regulatory oversight of designated public water systems located within the Partners' jurisdiction.

b. The work described herein is designed to meet the following EPA National Drinking Water Objective as follows:

> "91% of the population served by Community Water Systems will receive water that meets all applicable health-based drinking water standards during the year; and 90% of the Community Water Systems will provide water that meets all applicable health-based drinking water standards during the year."

c. Public drinking water systems addressed in this Program Element include Community Water Systems, Non-Transient Non-Community Water System (NTNC), and Transient Non-Community Water Systems Water Systems (TNC), serving 3,300 or fewer people and using Groundwater sources only, or purchased surface water, and those activities specifically listed for OVS Systems using Groundwater sources only.

d. LPHAs are responsible for public water systems that purchase their water from other public water suppliers when the purchasing systems serve 3,300 or fewer people.

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

2. Definitions Specific to Safe Drinking Water Program

a. **COMMUNITY WATER SYSTEM:** A public water system that has 15 or more service connections used by year-round residents, or that regularly serves 25 or more year-round residents.

b. **CONTACT REPORT:** A form provided by DWS to Partners to document contact with water systems.

c. **COLIFORM INVESTIGATION:** An evaluation to identify the possible presence of sanitary defects, defects in distribution system coliform monitoring practices, and the likely reason that the Coliform Investigation was triggered at the public water system.

d. **DRINKING WATER SERVICES (DWS)**: DWS is a program within OHA that administers and enforces state and federal safe drinking water quality standards for 3,600 public water systems in the state of Oregon. DWS prevents contamination of public drinking water systems by protecting drinking water sources; assuring that public water systems meet standards for design, construction, and operation; inspecting public water systems and assuring that identified deficiencies are corrected; providing technical assistance to public water suppliers; providing financial assistance to construct safe drinking water infrastructure; and certifying and training water system operators.

e. **GROUNDWATER:** Any water, except capillary moisture, beneath the land surface or beneath the bed of any stream, lake, reservoir or other body of surface water within the boundaries of this state, whatever may be the geologic formation or structure in which such water stands, flows, percolates, or otherwise moves.

f. **LEVEL 1 COLIFORM INVESTIGATION:** An investigation conducted by the water system or a representative thereof. Minimum elements of the investigation include review and identification of atypical events that could affect distributed water quality or indicate that distributed water quality was impaired; changes in distribution system maintenance and operation that could affect distributed water quality (including water storage); source and treatment considerations that bear on distributed water quality, where appropriate (for example, whether a Groundwater system is disinfected); existing water quality monitoring data; and inadequacies in sample sites, sampling protocol, and sample processing. Partners review sanitary defects identified and approves corrective action schedules.

g. **LEVEL 2 COLIFORM INVESTIGATION:** An investigation conducted by Partners and is a more detailed and comprehensive examination of a water system (including the system's monitoring and operational practices) than a Level 1 Coliform Investigation. Minimum elements include those that are part of a Level 1 investigation and additional review of available information, internal and external resources, and other relevant practices. Sanitary defects are identified and a schedule for correction is established.

h. **MAXIMUM CONTAMINANT LEVEL (MCL) VIOLATION:** MCL violations occur when a public water system's water quality test results demonstrate a level of a contaminant that is greater than the established Maximum Contaminant Level.

i. **MONITORING OR REPORTING (M/R) VIOLATION:** Monitoring or Reporting violations occur when a public water system fails to take any routine samples for a particular contaminant or report any treatment performance data during a compliance period, or fails to take any repeat samples following a coliform positive routine or where the public water system has failed to report the results of analyses to DWS for a compliance period.

j. **NON-TRANSIENT NON-COMMUNITY WATER SYSTEM (NTNC):** A public water system that is not a Community Water System and that regularly serves at least 25 of the same persons over 6 months per year.

k. **OHA:** Oregon Health Authority

l. **OREGON VERY SMALL (OVS): SYSTEM** A public water system serving 4-14 connections or 10-24 people during at least 60 days per year.

m. **PARTNERS:** A Local Public Health Authority (LPHA) and the Oregon Department of Agriculture who are under contract to provide regulatory oversight of designated water systems on behalf of Oregon Health Authority Drinking Water Services.

n. **PRIORITY DEFICIENCIES:** Deficiencies identified during Water System Survey that have a direct threat pathway to contamination or inability to verify adequate treatment include the following:

Well: Sanitary seal or casing not watertight

Well: No screen on existing well vent

Spring: No screen on overflow

Spring: Spring box not impervious durable material

Spring: Access hatch / entry not watertight

Storage: No screened vent

Storage: Roof and access hatch not watertight

Storage: No flap valve, screen, or equivalent on overflow

Treatment (UV): No intensity sensor with alarm or shut-off

o. **PRIORITY NON-COMPLIER (PNC):** Water systems with System Scores of 11 points or more.

p. **PROFESSIONAL ENGINEER (PE):** A person currently registered as a Professional Engineer by the Oregon State Board of Examiners for Engineering and Land Surveying.

q. **REGISTERED ENVIRONMENTAL HEALTH SPECIALIST (REHS):** A person currently registered as an Environmental Health Specialist by the Oregon Environmental Health Registration Board.

r. **REGULATED CONTAMINANTS:** Drinking water contaminants for which Maximum Contaminant Levels, Action Levels, or Water Treatment Performance standards have been established under Oregon Administrative Rule (OAR) Chapter 333, Division 061.

s. **SAFE DRINKING WATER INFORMATION SYSTEM (SDWIS):** USEPA's computerized safe drinking water information system database used by DWS.

t. **SYSTEM SCORE:** A point-based value developed by USEPA, based on unaddressed violations for monitoring periods ending within the last five years, for assessing a water system's level of compliance.

u. **TRANSIENT NON-COMMUNITY WATER SYSTEMS (TNC):** A public water system that serves a transient population of 25 or more persons.

v. **USEPA or EPA:** United States Environmental Protection Agency.

w. **WATER QUALITY ALERT:** A report generated by the SDWIS data system containing one or more water quality sample results from a public water system that exceed the MCL for inorganic, disinfection byproducts, or radiological contaminants, detection of any volatile or synthetic organic chemicals, exceeds one-half of the MCL for nitrate, any excursion minimum water quality parameters for corrosion control treatment, any positive detection of a microbiological contaminant, or any exceedance of lead or copper action levels.

x. **WATER SYSTEM SURVEY:** An on-site review of the water source(s), facilities, equipment, operation, maintenance and monitoring compliance of a public water system to evaluate the

adequacy of the water system, its sources and operations in the distribution of safe drinking water. Significant deficiencies are identified and a schedule for correction is established.

3. Alignment with Modernization Foundational Programs and Foundational Capabilities.

The activities and services that the Partners have agreed to deliver under this Program Element align with Foundational Programs and Foundational Capabilities and the public health accountability metrics (if applicable), as follows (see Public Health Modernization Manual at: http://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public_health_modernization_manual.pdf):

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

Program Components	**Foundational Program**					**Foundational Capabilities**						
	CD Control	Prevention and health promotion	Environmental health	Access to clinical preventive services: Population Health	Access to clinical preventive services: Direct services	Leadership and organizational competencies	Health equity and cultural responsiveness	Community Partnership Development	Assessment and Epidemiology	Policy & Planning	Communications	Emergency Preparedness and Response
Asterisk (*) = Primary foundational program that aligns with each component *X = Other applicable foundational programs*						*X = Foundational capabilities that align with each component*						
Emergency Response	X		*					X			X	X
Investigation of Water Quality Alerts	X		*						X			
Independent Enforcement Actions	X		*			X						
Technical Regulatory Assistance	X		*				X					X
Water System Surveys	X		*			X						
Resolution of Priority Non-compliers (PNC)	X		*			X						
Water System Survey Significant Deficiency Follow-ups	X		*			X						
Enforcement Action Tracking and Follow-up	X		*			X						

Program Components	Foundational Program					Foundational Capabilities						
Resolution of Monitoring and Reporting Violations	X		*			X						
Inventory and Documentation of New Water Systems	X		*			X						

b. The work in this Program Element helps Oregon's governmental public health system achieve the following Public Health Accountability Metrics, Health Outcome Indicators:

Not applicable

c. The work in this Program Element helps Oregon's governmental public health system achieve the following Public Health Accountability Metrics, LPHA Process Measures:

Not applicable

4. Procedural and Operational Requirements.

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

a. General Requirements. Partners must prioritize all work according to the relative health risk involved and according to system classification with Community Water Systems receiving the highest priority. All services supported in whole or in part with funds provided to Partners under this Program Element must be delivered in accordance with the following procedural and operational requirements:

b. Required Services:

(1) Emergency Response: Partners must develop, maintain, and carry out a response plan for public water system emergencies, including disease outbreaks, spills, operational failures, and water system contamination. Partners must notify DWS in a timely manner of emergencies that may affect drinking water supplies.

(2) Independent Enforcement Actions: Partners must take independent enforcement actions against licensed facilities that are also public water systems as covered under the following OAR Chapters and Divisions: 333-029, 333-030, 333-031, 333-039, 333-060, 333-062, 333-150, 333-162, and 333-170. Partners must report independent enforcement actions taken and water system status to DWS using the documentation and reporting requirements specified in this Program Element Description.

(3) Computerized Drinking Water System Data Base: Partners must maintain access via computer to DWS's Data On-line website. Access via computer to DWS's Data On-line is considered essential to carry out the program effectively. Partners must make timely changes to DWS's SDWIS computer database inventory records of public water systems to keep DWS's records current.

(4) Technical and Regulatory Assistance: Partners must provide technical and regulatory assistance in response to requests from water system operators for information on and interpretation of regulatory requirements. Partners must respond to water system complaints received as appropriate or as requested by DWS.

(5) Investigation of Water Quality Alerts: Partners must investigate all Water Auality Alerts for detections of Regulated Contaminants at community, NTNC, TNC, and OVS Systems.

(a) Immediately following acute MCL alerts (E.coli, Nitrate, and Arsenic), Partners must consult with and provide advice to the water system operator on appropriate actions to ensure that follow-up sampling is completed, applicable public notices are distributed, and that appropriate corrective actions are initiated. Partners must submit a Contact Report to DWS within 2 business day of the alert date.

(b) For all other alerts, Partners must promptly consult with and provide advice to the subject water system operator on appropriate actions to ensure that follow-up sampling is completed, applicable public notices are distributed, and that appropriate corrective actions are initiated. Partners must submit a Contact Report to DWS within 6 business days of the alert date.

5. Conduct Level 2 Coliform Investigations:

After a Level 2 investigation is triggered by DWS, Partners must conduct a water system site visit (or equivalent), complete the Level 2 Coliform Investigation form and must submit to DWS within 30 days of triggered investigation date.

6. Water System Surveys:

Partners must conduct a survey of each CWS within Partners' jurisdiction every three years, or as otherwise scheduled by DWS; and each NTNC and TNC water system within Partners' jurisdiction every five years or as otherwise scheduled by DWS. Surveys must be completed on forms provided by DWS using the guidance in the Water System Survey Reference Manual and using the cover letter template provided by DWS. Cover letter and survey forms must be submitted to DWS and water systems within 45 days from site visit completion.

7. Resolution of Priority Non-compliers (PNC):

Partners must review PNC status of all water systems at least monthly and must contact and provide assistance to community, NTNC, and TNC water systems that are Priority Non-compliers (PNCs) as follows:

a. Partners must review all PNCs at three months after being designated as a PNC to determine if the water system can be returned to compliance within three more months.

b. If the water system can be returned to compliance within three more months, Partners must send a notice letter to the owner/operator (copy to DWS) with a compliance schedule listing corrective actions required and a deadline for each action. Partners must follow up to ensure corrective actions are implemented.

c. If it is determined the water system cannot be returned to compliance within six months or has failed to complete corrective actions in (b) above, Partners must prepare and submit to DWS a written request for a formal enforcement action, including Partners' evaluation of the reasons for noncompliance by the water supplier. The request must include the current owner's name and address, a compliance schedule listing corrective actions required, and a deadline for each action. Partners must distribute a copy of the enforcement request to the person(s) responsible for the subject water system's operation.

8. Level 1 Coliform Investigation Review:

After a Level 1 Coliform Investigation is triggered by DWS, Partners must contact the water system and inform them of the requirements to conduct the investigation. Upon completion of the investigation by the water system, Partners must review it for completeness, concur with proposed schedule, and submit the completed form to DWS within 30 days of triggered investigation date.

9. Water System Survey Significant Deficiency Follow-ups:

Partners must follow-up on significant deficiencies and rule violations in surveys on community, NTNC, and TNC water systems. Deficiencies include those currently defined in the DWS-Drinking Water Program publication titled Water System Survey Reference Manual (March 2016).

a. After deficiencies are corrected, Partners must prepare a list of the deficiencies and the dates of correction and submit to DWS within 30 days of correction.

b. If any deficiencies are not corrected by the specified timeline, Partners must follow up with a failure to take corrective action letter.

c. For Priority Deficiencies, Partners must ensure that the deficiencies are corrected by the specified timeline or are on approved corrective action plan. Partners must submit the approved corrective action plan to DWS within 30 days of approval. After the deficiencies are corrected Partners must prepare a list of the deficiencies and the dates of correction and submit to DWS within 30 days of correction. If Priority Deficiencies are not corrected by specified timeline, Partners must ensure the water system carries out public notice, and refer to DWS for formal enforcement.

10. Enforcement Action Tracking and Follow-up:

For both EPA and OVS Systems, after DWS issues an enforcement action, Partners must monitor the corrective action schedule, and verify completion of each corrective action by the water supplier. Partners must document all contacts and verifications and submit documentation to the DWS. Partners must document any failure by the water supplier to meet any correction date and notify the DWS within 30 days. Partners must notify DWS when all corrections are complete and submit the notice within 30 days.

11. Resolution of Monitoring and Reporting Violations:

a. Partners must contact and provide assistance at community, NTNC, and TNC water systems to resolve (return to compliance) non auto-RTC violations for bacteriological, chemical, and radiological monitoring. Violation responses must be prioritized according to water system's classification, System Score, and violation severity.

b. Contact the water supplier, determine the reasons for the noncompliance, consult with and provide advice to the subject water system operator on appropriate actions to ensure that violations are corrected in a timely manner.

c. Submit Contact Reports to DWS regarding follow-up actions to assist system in resolving (returning to compliance) the violations.

12. Inventory and Documentation of New Water Systems:

Partners must inventory existing water systems that are not in the DWS inventory as they are discovered, including OVS Systems, using the forms designated by DWS. Partners must provide the documentation to DWS within 60 days of identification of a new or un-inventoried water system. Alternatively, Partners may perform a Water System Survey to collect the required inventory information, rather than submitting the forms designated by DWS.

13. Summary of Required Services Based on Water System Type

	CWS	NTNC	TNC	OVS
Independent Enforcement Actions	X	X	X	
Computerized Drinking Water System Data Base	X	X	X	X
Technical and Regulatory Assistance	X	X	X	X

Investigation of Water Quality Alerts	X	X	X	X
Conduct Level 2 Coliform Investigations	X	X	X	
Water System Surveys	X	X	X	
Resolution of Priority Non-compliers (PNC)	X	X	X	
Level 1 Coliform Investigation Review	X	X	X	
Water System Survey Significant Deficiency Follow-ups	X	X	X	
Enforcement Action Tracking and Follow-up	X	X	X	X
Resolution of Monitoring and Reporting Violations	X	X	X	X
Inventory and Documentation of New Water Systems	X	X	X	X

14. Staffing Requirements and Qualifications.

a. Partners must develop and maintain staff expertise necessary to carry out the services described herein.

b. Partners' staff must maintain and assimilate program and technical information provided by DWS, attend drinking water training events provided by DWS, and maintain access to information sources as necessary to maintain and improve staff expertise.

c. Partners must hire or contract with personnel registered as Environmental Health Specialists or Professional Engineers with experience in environmental health to carry out the services described herein.

15. General Revenue and Expense Reporting.

Partners must complete an "Oregon Health Authority Public Health Division Expenditure and Revenue Report" located in Exhibit C of this Agreement. A separate report must be filed for each applicable Program Element and any sub-elements. These reports must be submitted to OHA each quarter on the following schedule:

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

16. Program Reporting Requirements.

a. Documentation of Field Activities and Water System Contacts. Partners must prepare and maintain adequate documentation written to meet a professional standard of field activities and water system contacts as required to:

(1) Maintain accurate and current public water system inventory information.

(2) Support formal enforcement actions.

(3) Describe current regulatory status of water systems.

(4) Guide and plan program activities.

b. Minimum Standard for Documentation. Partners must, at a minimum, prepare and maintain the following required documentation on forms supplied by DWS:

(1) Water System Surveys, cover letters, and significant deficiencies: must be submitted on DWS forms to DWS and water system within 45 days of site visit completion.

(2) Level 1 and Level 2 Coliform Investigation forms: must submit on DWS forms to DWS within 30 days of investigation trigger.

(3) Water system Inventory, entry structure diagram, and source information updates: must submit on DWS forms to DWS within 6 business days of completion.

(4) Field and office contacts in response to complaints, PNCs, violations, enforcement actions, regulatory assistance, requests for regulatory information: must submit Contact Reports to DWS within 2 business days of alert generation for MCL alerts, and 6 business days for all other alerts and contact made with water systems.

(5) Field and office contacts in response to water quality alerts: 1) for acute MCL alerts (E.coli, Nitrate, and Arsenic), must submit Contact Reports to DWS within 2 business days of alert; and 2) for all other alerts, must submit to DWS within 6 business days of alert.

(6) Waterborne illness reports and investigations: must submit Contact Report to DWS within 2 business day of conclusion of investigation.

(7) All correspondence with public water systems under Partners' jurisdiction and DWS: submit Contact Reports within 6 business days of correspondence to DWS.

(8) Documentation regarding reports and investigations of spills and other emergencies affecting or potentially affecting water systems: must submit Contact Reports to DWS within 2 business days.

(9) Copies of public notices received from water systems: must submit to DWS within 6 business days of receipt.

17. DWS Audits.

Partners must give DWS free access to all Partner records and documentation pertinent to this Agreement for the purpose of DWS audits.

18. Performance Measures.

Partners must operate the Safe Drinking Water Program in a manner designed to make progress toward achieving the following measure: Percent of Community Water Systems that meet health-based standards. DWS will use three performance measures to evaluate Partners' performance as follows:

a. **Water System Surveys completed.** Calculation: number of surveys completed divided by the number of surveys required per year.

b. **Water Quality Alert responses.** Calculation: number of alerts responded to divided by the number of alerts generated.

c. **Resolution of PNCs.** Calculation: number of PNCs resolved divided by the total number of PNCs.

19. Responsibilities of DWS.

The intent of this Program Element description and associated funding award is to enable Partners to independently conduct an effective local drinking water program. DWS recognizes its role to provide assistance and program support to Partners to foster uniformity of statewide services. DWS agrees to provide the following services to Partners. In support of local program services, DWS will:

a. Distribute drinking water program and technical information on a monthly basis to Partners.

b. Sponsor at least one annual 8-hour workshop for Partners' drinking water program staff at a central location and date to be determined by DWS. DWS will provide workshop registration, on-site lodging, meals, and arrange for continuing education unit (CEU) credits. Partners are responsible for travel expenses for Partner staff to attend. Alternatively, at the discretion of the DWS, the workshop may be web-based.

c. Sponsor at least one regional 4-hour workshop to supplement the annual workshop. DWS will provide training materials and meeting rooms. Partners are responsible for travel expenses for its staff to attend. Alternatively, at the discretion of the DWS, the workshop may be web-based.

d. Provide Partners with the following information by the listed method:

(1) Immediate Email Notification: Water Quality Alert data, plan review correspondence

(2) Monthly Email Notification: Violations, System Scores, PNCs Continuously: Via Data On-line listings of PNCs, individual water system inventory and water quality data, compliance schedules, and individual responses for request of technical assistance from Partners.

(3) Immediate Phone Communication: In circumstances when the DWS technical contact assigned to a Partner cannot be reached, DWS will provide immediate technical assistance via the Portland phone duty line at 971-673-0405.

e. Support electronic communications and data transfer between DWS and Partners to reduce time delays, mailing costs, and generation of hard copy reports.

f. Maintain sufficient technical staff capacity to assist Partners' staff with unusual drinking water problems that require either more staff than is available to Partners for a short time period, such as a major emergency, or problems whose technical nature or complexity exceed the capability of Partners' staff.

g. Refer to Partners all routine inquiries or requests for assistance received from public water system operators for which Partners are responsible.

h. Prepare formal enforcement actions against public water systems in the subject County, except for licensed facilities, according to the priorities contained in the current State/EPA agreement.

i. Prepare other actions against water systems as requested by Partners in accordance with the Oregon Administrative Rules Oregon Health Authority, Public Health Division Chapter 333, Division 61.

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Program Element #51: Public Health Modernization

OHA Program Responsible for Program Element:

Public Health Division/Office of the State Public Health Director/Policy and Partnerships Unit

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

Section 1: LPHA Leadership, Governance and Implementation

a. Establish leadership and governance to plan for full implementation of public health modernization. Demonstrate strategies to build and sustain infrastructure for public health Foundational Capabilities with a focus on health equity and cultural responsiveness throughout and within each Foundational Capability. This may include developing business models for the effective and efficient delivery of public health services, developing and/or enhancing community partnerships to build a sustainable public health system, and implementing workforce diversity and leadership development initiatives.

b. Implement strategies to improve local infrastructure for communicable disease control, emergency preparedness and response, environmental health, and health equity and cultural responsiveness. In partnership with communities, implement local strategies to prevent and control communicable disease, strengthen emergency preparedness and response planning, protect communities from environmental health threats, and reduce health inequities.

Section 2: Regional Public Health Service Delivery

a. Demonstrate regional approaches for providing public health services. This may include establishing and maintaining a Regional Partnership of local public health authorities (LPHAs) and other partners, utilizing regional staffing models, or implementing regional projects.

b. Implement regional strategies to improve Regional Infrastructure for communicable disease control, emergency preparedness and response, environmental health, and health equity and cultural responsiveness. Implement regional strategies to prevent and control communicable disease, strengthen emergency preparedness and response planning, protect communities from environmental health threats, and reduce health inequities.

Section 3: Public Health Infrastructure: Workforce

a. Recruit and hire new public health staff, with a focus on seeking applicants from communities and populations served to provide additional capacity and expertise in the Foundational Capabilities and Foundational Programs identified by the LPHA as critical workforce needs.

b. Support, sustain and retain public health staff through systems changes and supports, as well as workforce development and training.

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

2. Definitions Specific to Public Health Modernization

a. Case. An individual who has been diagnosed by a health care provider, as defined in OAR 333-017-0000, as having a reportable disease, infection, or condition, as described in OAR 333-018-0015, or whose illness meets defining criteria published in OHA's Investigative Guidelines.

b. Foundational Capabilities. The knowledge, skills and abilities needed to successfully implement Foundational Programs.

c. Foundational Programs. The public health system's core work for communicable disease control, prevention and health promotion, environmental health, and assuring access to clinical preventive services.

d. Public Health Accountability Metrics. A set of data used to monitor statewide progress toward population health goals and outcomes.

e. Public Health Accountability Process Measures. A set of data used to monitor local progress toward implementing public health strategies that are necessary for meeting Public Health Accountability Metrics.

f. Public Health Modernization Manual (PHMM). A document that provides detailed definitions for each Foundational Capability and Foundational Program for governmental public health, as identified in ORS 431.131-431.145. The Public Health Modernization Manual is available at: http://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public_health_modernization_manual.pdf.

g. Regional Partnership. A group of two or more LPHAs, which may include other organizations that are not an LPHA, that is convened for the purpose of reducing health disparities by implementing strategies addressing one or more of the following: communicable disease control, emergency preparedness and response, or environmental health.

h. Regional Infrastructure. The formal relationships established between LPHAs and other organizations to implement strategies under this Program Element funding.

i. Whole Community. An approach to emergency management through which individuals and families (including those with access and functional needs), emergency management practitioners, organizational and community leaders, and government officials can collectively understand and assess the needs of their respective communities and determine the best ways to organize and strengthen their assets, capacities and interests.

3. Alignment with Modernization Foundational Programs and Foundational Capabilities. The activities and services that the LPHA has agreed to deliver under this Program Element align with Foundational Programs and Foundational Capabilities and the Public Health Accountability Metrics (if applicable), as follows (see Public Health Modernization Manual at: http://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public_health_modernization_manual.pdf):

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

Program Components	**Foundational Programs**					**Foundational Capabilities**						
	CD Control	Prevention and health promotion	Environmental health	Access to clinical preventive services		Leadership and organizational competencies	Health equity and cultural responsiveness	Community Partnership Development	Assessment and Epidemiology	Policy & Planning	Communications	Emergency Preparedness and Response
				Population Health	Direct services							

Asterisk (*) = Primary Foundational Program that aligns with each component X = Other applicable Foundational Programs						X = Foundational Capabilities that align with each component						
Use Leadership and Governance to plan for full implementation of public health modernization (Section 1)	**X**		**X**			**X**	**X**	**X**	**X**	**X**	**X**	**X**
Implement strategies for local communicable disease control, emergency preparedness and response, environmental health, and health equity and cultural responsiveness (Section 1)	**X**		**X**				**X**	**X**	**X**		**X**	**X**
Demonstrate regional approaches for providing public health services (Section 2)	**X**		**X**			**X**	**X**	**X**	**X**	**X**	**X**	**X**
Implement regional communicable disease control, emergency preparedness and response, environmental health, and health equity and cultural responsiveness (Section 2)	**X**		**X**				**X**	**X**	**X**		**X**	**X**
Establish, expand, train and sustain the public health workforce gained during the COVID-19 pandemic. (Section 3)	**X**					**X**	**X**	**X**	**X**			**X**

b. The work in this Program Element helps Oregon's governmental public health system achieve the following Public Health Accountability Metrics, Health Outcome Indicators:

- Rate of congenital syphilis
- Rate of any stage syphilis among people who can become pregnant
- Rate of primary and secondary syphilis
- Two-year old immunization rates
- Adult influenza immunization rates for ages 65+
- Emergency department and urgent care visits due to heat
- Hospitalizations due to heat
- Heat deaths
- Respiratory (non-infectious) emergency department and urgent care visits

LPHA must use funding through this Program Element in a way that advances progress toward achieving metrics selected by the LPHA. Additionally, LPHA is not precluded from using funds to address other high priority communicable disease and environmental health risks based on local epidemiology, priorities and need.

c. The work in this Program Element helps Oregon's governmental public health system achieve the following Public Health Accountability Metrics, LPHA Process Measures:

Public Health Accountability Process Measures adopted by the Public Health Advisory Board for communicable disease control and environmental health are listed below. LPHA must demonstrate work toward at least two of the process measures in each of the three priority areas.

- Priority area: Reduce the spread of syphilis and prevent congenital syphilis
  - **(1)** Percent of congenital syphilis Cases averted
  - **(2)** Percent of Cases interviewed
  - **(3)** Percent completion of CDC core variables
  - **(4)** Percent of Cases treated with appropriate regimen within 14 days
- Priority area: Protect people from preventable diseases by increasing immunization rates
  - **(1)** Demonstrated use of data to identify population(s) of focus (required process measure)
  - **(2)** Demonstrated actions to improve access to influenza immunization for residents of long-term care facilities (LTCFs)
  - **(3)** Demonstrated actions with health care providers or pharmacists to improve access to immunization
  - **(4)** Increase in the percent of health care providers participating in the Immunization Quality Improvement Program (IQIP)
  - **(5)** Demonstrated outreach and educational activities conducted with community partners
- Priority area: Build community resilience for climate impacts on health: extreme heat and wildfire smoke
  - **(1)** Demonstrated use of data to identify population of interest (required process measure)
  - **(2)** Demonstrated actions in communications to improve priority area of focus
  - **(3)** Demonstrated actions in policy to improve area of focus
  - **(4)** Demonstrated actions in community partnerships to improve priority area of focus

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

Requirements that apply to Section 1 <u>and</u> Section 2 funding:

a. Submit local program plan and local program budget to OHA for approval using the format prescribed by OHA no later than 60 days after OHA notifies LPHA of anticipated funding allocation for the biennium. Once approved by OHA, the local program plan and local program budget are incorporated herein with this reference.

b. Implement activities in accordance with this Program Element.

c. Engage in activities as described in its OHA-approved Section 1 and/or Section 2 local program plan. See Attachment 1 for local program plan requirements for Section 1.

d. Use funds for this Program Element in accordance with its OHA-approved Section 1 and/or Section 2 local program budget. Modification to the Section 1 and/or Section 2 Program Budget of 25% or more within any individual budget category may only be made with OHA approval.

e. Implement and use a performance management system to monitor achievement of Section 1 and/or Section 2 local program plan objectives, strategies, activities, deliverables and outcomes.

f. Share work products and deliverables with OHA and other LPHAs, which may include public posting, as requested by OHA.

g. Participate in evaluation of public health modernization implementation in the manner prescribed by OHA.

Requirements that apply to Section 1: LPHA Leadership, Governance and Implementation:

a. Implement strategies for Communicable Disease Control, Environmental Health, Emergency Preparedness, Health Equity and Cultural Responsiveness, and other Foundational Capabilities as described in Attachment 1 of this Program Element.

b. Collaborate and partner with OHA-funded community-based organizations working in the areas of communicable disease, emergency preparedness and/or environmental public health through meetings and alignment of planned activities.

c. In addition to the required prevention initiatives specified in Attachment 1 of this Program Element, LPHA may implement prevention initiatives that are responsive to the needs of the community, as pertains to Foundational Capabilities and Foundational Programs.

Requirements that apply to Section 2: Regional Public Health Service Delivery:

a. Implement strategies for public health service delivery using regional approaches, which may be through Regional Partnerships, utilizing regional staffing models, or implementing regional projects.

b. Use regional strategies to improve Regional Infrastructure for communicable disease control, emergency preparedness and response, environmental health, and health equity and cultural responsiveness.

Requirements that apply to Section 3: Public Health Infrastructure: Workforce

a. Implement at least one of the following activities:

(1) Implement strategies and activities to recruit, hire and retain a public health workforce with a focus on increasing staff from the communities and populations served by the LPHA.

(2) Recruit and hire and/or retain new public health staff to increase workforce capacity in Foundational Capabilities and programs, including but not limited to epidemiology, communicable disease, community partnership and development, policy and planning, communications, and basic public health infrastructure (fiscal, human resources, contracts, etc.). LPHA will determine its specific staffing needs.

(3) Support and retain public health staff through systems development and improvements.

(4) Support and retain public health staff through workforce training and development.

(5) Transition COVID-19 staffing positions to broader public health infrastructure positions.

(6) Recruit and hire new public health staff, with a focus on seeking applicants from communities and populations served to provide additional capacity and expertise in the

Foundational Capabilities and Foundational Programs identified by the LPHA as critical workforce needs.

(7) Perform other related activities as approved by OHA in section b., below.

b. LPHA must request in writing prior approval for other related activities. No such activities may be implemented without written approval of OHA.

5. General Budget and Expense Reporting. LPHAs funded under Section 1, Section 2, and/or Section 3 must complete an "Oregon Health Authority Public Health Division Expenditure and Revenue Report" located in Exhibit C of the Agreement. A separate report must be filed for each applicable Program Element and any sub-elements. These reports must be submitted to OHA each quarter on the following schedule:

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

6. Program Reporting Requirements.

a. Submit Section 1 and Section 2 local program plan progress reports using the timeline and format prescribed by OHA.

b. Submit Section 3 data or information to OHA for evaluation purposes or as required by the Centers for Disease Control and Prevention. OHA will notify LPHA of the requirements. OHA will not require additional reporting beyond what is required by the Centers for Disease Control and Prevention.

7. Performance Measures.

If LPHA, including LPHAs funded as Fiscal Agents for Regional Public Health Service Delivery, complete and submit to OHA fewer than 75% of the planned deliverables in its approved Section 1 and/or Section 2 work plan for the funding period, LPHA or Fiscal Agent shall not be eligible to receive funding under this Program Element during the next funding period. The deliverables will be mutually agreed upon as part of the work plan approval process.

Attachment 1

The table below lists the goals and requirements that LPHAs will work toward with 2025-27 funding. Efforts toward the following goals and requirements, including expected outcomes, will be demonstrated in the LPHA and/or regional work plan. These efforts should be guided by local roles and deliverables outlined in the Public Health Modernization Manual for Foundational Capabilities and for the Foundational Programs of communicable disease control and environmental health.

Programmatic goals and local program plan requirements
Goal 1: Protect communities from acute and communicable diseases through prevention initiatives that address health inequities. • LPHA will demonstrate strategies toward local or regional improvements of communicable disease prevention and response infrastructure. • LPHA will demonstrate strategies toward local or regional reductions in health inequities across populations. • LPHA will demonstrate strategies that advance progress toward improving syphilis and immunization-related accountability metrics. Goal 2: Strengthen the local or regional all-hazards public health emergency preparedness plan to include prioritized communicable disease and environmental health emerging threats, and a Whole Community response to emergencies. • By June 30, 2027, LPHA will revise existing local or regional all-hazards public health preparedness and response plans (deliverable; same as PE 12 all-hazards public health preparedness plan deliverable) in support of: o Integrated planning efforts across the public health landscape, such as jurisdictional risk assessments, climate adaptation plans, community health assessments, community health improvement plans, and local or regional health equity plans. o Improving infrastructure to respond to emerging communicable disease threats. o Improving health outcomes for emerging climate and health impacts. o Prioritizing preparedness and response planning for high-risk populations. • An LPHA with a completed plan will demonstrate strategies to maintain and execute a local or regional all-hazards plan through a Whole Community approach. Goal 3: Protect communities from environmental health threats from climate change through public health interventions that support equitable climate adaptation. • By June 30, 2027, an LPHA that has not submitted a local or regional climate adaptation plan in the past five years must submit a new plan or an updated version of a previously completed plan. The plan may be a stand-alone plan or a plan incorporated into a community health assessment and improvement plan. (deliverable) • LPHA will demonstrate strategies toward implementation of a local or regional climate adaptation plan. o By June 30, 2027, LPHA will submit at least one shareable deliverable (e.g. website content, report, video, educational material, toolkit) highlighting progress toward achieving climate adaptation plan strategies. (deliverable) o LPHA will demonstrate strategies that advance progress toward improving extreme heat and wildfire smoke accountability metrics.

Goal 4: Submit and implement local public health modernization plan.

- By December 31, 2025, LPHA will submit a local public health modernization plan to implement Foundational Capabilities (ORS 431.131) and Foundational Programs (ORS 431.141). (Note: The local public health modernization plan must address each of the Foundational Capabilities as well as all four Foundational Programs in the Public Health Modernization Manual, not just communicable disease and environmental health, which are the Foundational Programs prioritized within this Program Element for 2025-2027.)
- LPHA will demonstrate strategies to build and sustain infrastructure for public health Foundational Capabilities, focusing on roles in the Public Health Modernization Manual.

Goal 5: Build capacity for Health Equity and Cultural Responsiveness

- By June 30, 2027, an LPHA that has not submitted a local or regional health equity plan in the past five years must submit a new plan or an updated version of a previously completed plan. The plan may be a stand-alone plan or may be incorporated into a broader document such as an LPHA strategic plan. (deliverable)
- LPHA will demonstrate strategies toward implementation of local or regional health equity plan.

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Program Element #81: HIV/STI Statewide Services (HSSS)

OHA Program Responsible for Program Element:

Public Health Division/Center for Public Health Practice/HIV, STD and TB (HST) Section

1. Background.

As of December 31, 2023, Oregon had over 8,240 people living with HIV (PLWH), with an average of 200 new HIV infections per year.[2] Each year, over 23,000 new chlamydia, gonorrhea, and syphilis Cases are reported across the state; see HST data dashboards for the most current data available. HIV Cases, as well as syphilis and gonorrhea Cases are prioritized for investigation by local programs. Syphilis Cases have increased dramatically since 2007, rising over 3700%. In 2023, Oregon had the 17th highest rate of primary and secondary syphilis in the U.S. and the 23rd highest rate for congenital syphilis (CS). Untreated Sexually Transmitted Infections (STI) can contribute to increased risk for transmitting and acquiring HIV, infertility and other reproductive health complications, fetal and perinatal health problems, and other serious long-term health effects.

Screening for HIV allows for early detection of the virus and aligns with End HIV/STI Oregon goals; people aware of their HIV status are significantly less likely to transmit HIV to others. A variety of Harm Reduction strategies can be used to prevent HIV and STI, including routine screenings and treatment, condoms, Partner Services, and navigation to Pre-Exposure Prophylaxis (HIV PrEP), Post-Exposure Prophylaxis (HIV PEP and STI PEP), and syringe service programs. For those newly diagnosed with HIV, lifesaving treatment reduces viral load, prevents HIV transmission to others, and improves individual health outcomes.

Increases in HIV and STI often intersect with substance use, houselessness, and other issues, representing syndemics—when health conditions and the social contexts in which they occur coincide and exacerbate each another, resulting in worse outcomes. Social determinants of health (e.g., racism, poverty, transphobia) also intersect with these syndemics and are intricately tied to the transmission of HIV/STI in Oregon. This is reflected in the health inequities seen in certain communities. Innovative and comprehensive syndemic approaches are required to effectively address HIV/STI prevention and care across the state.

This Program Element is supported by multiple federal and state sources, including CDC and HRSA[3] funding, each with specific requirements and restrictions defined herein. Activities are to supplement – not supplant – services funded through other mechanisms. Activities must be planned and implemented in coordination with local and state surveillance, prevention and care programs to avoid duplication of effort and to ensure PLWH receive the benefit of the full continuum of services available in Oregon. To ensure coordination, OHA will share information with the LPHA on directly funded contracts with community-based organizations and other entities that receive HIV/STI, Harm Reduction and/or sexual health funding from the HIV/STD/TB section.

Funding for these activities is variable; resources cannot be guaranteed beyond award allocations and obligations.

2. Description.

Funds provided under this Agreement for this Program Element may only be used in accordance with, and subject to, the requirements set forth below to deliver Human Immunodeficiency Virus (HIV)/ Sexually Transmitted Infections (STI) Statewide Services (HSSS), a Status Neutral, best practice model designed to assess client needs, engage them in care, and link them to the most appropriate services, no matter the test result(s). HSSS includes a suite of Core and Enhanced activities, defined herein, which are scalable based on available funding and capacity in each jurisdiction. Regional public health

[2] Average number of new infections from 2013-2023 in Oregon.

[3] Program income from the Health Resources and Services Administration (HRSA)'s Ryan White Part B, AIDS Drug Assistance Program (ADAP).

partnerships and collaborations with community-based organizations are strongly recommended to optimize resources and jurisdictional impacts.

Activities conducted under this Program Element must be in accordance with, and are subject to, the requirements and limitations set forth in Oregon Administrative Rules Chapter 333, Divisions 17 (Disease Control), 18 (Disease Reporting), 19 (Investigation and Control of Diseases), and 22 (Human Immunodeficiency Virus) and Oregon Revised Statutes 431 (State and Local Administration and Enforcement of Public Health Laws) and 433 (Disease and Condition Control) to deliver HIV/STI Statewide Services (HSSS). Activities must also follow Oregon's Investigative Guidelines for HIV Infection, Gonorrhea, Chlamydia, Syphilis, Syphilis in Pregnancy, and Congenital Syphilis.

LPHA shall use Program Element 01 (State Support for Public Health) Program Element 51 (Public Health Modernization) to ensure the delivery of foundational public health and communicable disease services. As required by funders, LPHA must leverage all available funding to support the delivery of Core HSSS and Enhanced HSSS.

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

3. Definitions Specific to HSSS.

a. **Case:** A person who has been diagnosed by a health care provider, as defined in OAR 333-017-0000, as having a particular disease, infection, or condition**,** or whose illness meets defining criteria published in the Oregon Health Authority's Investigative Guidelines, available at www.healthoregon.org/iguides.

b. **Case Investigation:** A process that includes identifying Cases; conducting a Case interview; confirming and/or facilitating treatment; collecting Core Variables; providing Partner Services, Health Education, and Referrals; and assisting with linkage to care.

c. **Center for Disease Protection and Control (CDC):** The nation's leading science-based, data-driven service organization that protects the public's health. The CDC has many divisions, including the Division of STD Prevention and the Division of HIV Prevention.

d. **Cluster Detection and Outbreak Response (CDR):** Routine surveillance and a response to a molecular cluster or increases in Cases observed. Clusters often suggest rapid HIV transmission in a sexual or drug using network. Increased Cases may be defined by what is normally expected in a defined community, geographic area, time frame, or by mutual agreement of LPHA and OHA (see Outbreak definition below). Response activities may include enhanced surveillance, regional coordination, re-interviewing Cases, tailored outreach, education, testing, and linkage to services (e.g., Integrated Testing, PrEP/PEP, Harm Reduction services, HIV care and treatment). Should response needs exceed the expected routine capacity of LPHA, OHA can offer guidance and a range of supports.

e. **Contact:** Sexual partner of STI Case and sexual and/or needle-sharing partner of HIV Case.

f. **Core HIV/STI Statewide Services (Core HSSS):** Activities that align with foundational public health and include Case Investigation and Partner Services; Outbreak response; and Referral to or the provision of Integrated HIV/STI Testing. For persons diagnosed with HIV and high priority STI (see Section 2ii), this also includes the delivery of Health Education, Referrals, and assistance with rapid access to and linkage to care and supportive services such as Ryan White case management and HIV treatment. Core HSSS are critical to achieving Oregon's Public Health Accountability Metrics and Process Measures and Oregon's End HIV/STI Oregon goals.

g. **Core Variables:** Variables required by OHA and CDC cooperative agreements that fund HIV and STI prevention and surveillance.

h. **DoxyPEP:** Also called STI PEP. Use of doxycycline as a post-exposure preventative treatment for syphilis, chlamydia, and gonorrhea, taken as a single dose within 72 hours after sex. Treatment with the antibiotic doxycycline has been proven to help prevent bacterial STI infections among certain populations. See CDC DoxyPEP recommendations.

i. **Early Intervention Services (EIS):** Includes the following four activities for PLWH: (1) HIV testing, (2) Referral services, (3) Health Literacy/Education, and (4) Access and Linkage to Care within 30 days. Involves active Referral/warm hand-off to Ryan White HIV/AIDS Programs such as HIV case management services or medical care.

j. **Enhanced HIV/STI Statewide Services (Enhanced HSSS):** Activities including targeted Outreach Services, condom distribution, Harm/Risk Reduction, and Targeted Community Education and Capacity Building with Priority Populations.

k. **Harm/Risk Reduction:** A set of practical strategies aimed at reducing harm associated with drug use and related behaviors that increase risks of HIV/STI. Activities and services may include the collection of drug use-related supplies in exchange for new supplies (e.g., biohazard bins, syringes, naloxone), Health Education and counseling, HIV/STI testing, wound care, and Referrals to drug treatment and other services.

l. **Health Education:** The provision of education and Risk Reduction counseling using a Status Neutral approach. This includes information about ways to reduce HIV/STI transmission and risk for future HIV/STI acquisition (e.g., treatment adherence, Undetectable = Untransmittable or treatment as prevention, HIV PrEP/PEP, DoxyPEP, condoms, routine screening) and information about medical and psychosocial supports.

m. **Health Services & Resources Administration (HRSA):** The federal program that funds Ryan White HIV/AIDS Programs under the Ryan White HIV/AIDS Treatment Modernization Act of 2006. The 340B Drug Pricing Program is also administered by HRSA.

n. **HIV/STI Statewide Services (HSSS):** A Status Neutral best practice model, offering a suite of Core and Enhanced services (see definitions of Core HSSS and Enhanced HSSS).

o. **In-Kind Resources:** Goods or supplies with a monetary value determined by OHA. Examples include condoms, lubricant, educational brochures, coverage of certain Oregon State Public Health Laboratory testing fees, STI medications, and provision of statewide mail order testing services.

p. **Integrated Testing:** Testing for multiple infections (e.g. HIV, STI, hepatitis C) simultaneously and during a single encounter. Considered an HSSS best practice.

q. **Investigative Guidelines (IG):** Oregon's Investigative Guidelines, including those for HIV Infection, Gonorrhea, Chlamydia, Syphilis, Syphilis in Pregnancy, and Congenital Syphilis.

r. **Not-in-Care (NIC):** In Oregon, a Person Living with HIV with no reported HIV-related labs in the previous eighteen months. The person may be actively engaged in medical care and/or other Ryan White service. However, if no HIV-related labs are reported within the defined time frame, the HIV surveillance program defines the person as NIC. Persons with no reported labs within 6 months of their HIV diagnosis are also considered Not-in-Care.

s. **Outbreak:** An increase in Cases in excess of what would normally be expected in a defined community, geographical area, or season, and which, by mutual agreement of LPHA and OHA, exceeds the expected routine capacity of LPHA to address.

t. **Outreach Services:** Activities aimed at identifying PLWH who either do not know their status or who know their status but are Not in Care and linking or re-linking them to care and Ryan White services. Outreach focuses on people with the highest risk for acquiring HIV, such as those testing positive for syphilis or rectal gonorrhea. Services will reach people who are HIV

negative; people who test HIV negative are referred to prevention and Risk Reduction services (e.g., PrEP, condoms, Harm Reduction programs). Outreach uses data to reach Priority Populations and is delivered in places where there is a high likelihood of identifying people with HIV. Services cannot be delivered anonymously.

u. **Partner Services:** Services for all people newly diagnosed with HIV, early syphilis, and/or rectal gonorrhea, and all pregnant and pregnancy-capable people with any stage of syphilis. Services include conducting interviews to identify Contacts; conducting or supporting partner notification; and providing Integrated HIV/STI Testing to all Contacts, Health Education, treatment or rapid linkage to medical care, and Referrals to relevant services.

v. **Person Living with HIV (PLWH):** Person diagnosed and living with HIV.

w. **Post-Exposure Prophylaxis (PEP):** A 28-day course of HIV medications started within 72 hours after possible exposure to HIV. PEP is for use only in emergency situations—it is not meant for regular use by people who may be exposed to HIV frequently. When taken quickly after exposure and as prescribed, PEP is very effective at preventing HIV. More about PEP.

x. **Pre-Exposure Prophylaxis (PrEP):** HIV medications taken *prior to* HIV exposure to prevent infection. PrEP is for use by people who are HIV negative and at higher risk of HIV exposure through sex or injection drug use. Consistent use of PrEP reduces the risk of acquiring HIV from sex by about 99% and from injection drug use by at least 74%. PrEP is highly effective at preventing HIV if used as prescribed but is much less effective when not taken consistently. More about PrEP.

y. **Priority Populations:** Populations of focus for HSSS identified by local HIV/STI epidemiology or defined in the End HIV/STI Oregon Strategy

z. **Program Review Panel**: A CDC-required panel of community members who review and approve any newly developed HIV prevention informational material for appropriateness and alignment with CDC guidelines.

aa. **Referral:** Information about relevant resources and services shared with a client (e.g., housing support, Medicaid enrollment, PrEP medication support, Harm Reduction services). This information should be up-to-date and LPHA should establish pathways to facilitate linkage to care. Referrals for those newly diagnosed with HIV must involve a warm hand-off to facilitate engagement with Ryan White medical and case management services. Otherwise, a Referral may involve giving a client information about services so they may follow up on their own.

bb. **Status Neutral:** A whole-person HIV prevention and care approach that emphasizes high-quality care to engage and retain people in services regardless of whether the services are for HIV treatment or prevention. A Status Neutral approach continually addresses the health care and social service needs of all people affected by HIV so they can achieve and maintain optimal health and well-being.

cc. **Sexually Transmitted Diseases (STD)/Sexually Transmitted Infections (STI):** STI refers to infections caused by an organism through sexual contact. STD refers to a disease state that has developed from an infection. STD and STI are often used interchangeably but STI is broader and is the preferred term herein.

dd. **Targeted Community Education and Capacity Building:** An Enhanced HSSS service consisting of activities to educate and build capacity around HIV/STI and reach Priority Populations identified in the End HIV/STI Oregon Strategy. These activities facilitate health literacy, education, access to information, and/or services for Priority Populations; they are not directed to the general public.

ee. **Technical Assistance:** Services provided by OHA HIV/STD staff to support LPHA delivery of HSSS, including training, capacity building assistance, and support during Case Investigations and CDR.

ff. **Undetectable=Untransmittable (U=U):** An important prevention and anti-stigma Health Education message meaning that a Person Living with HIV who is on treatment and maintains an undetectable viral load has zero risk of transmitting HIV to their sexual partners.

4. Alignment with Modernization Foundational Programs and Foundational Capabilities.

The activities and services that the LPHA has agreed to deliver under this Program Element align with Foundational Programs and Foundational Capabilities and the public health accountability metrics (if applicable), as follows (see Public Health Modernization Manual at: https://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public_health_modernization_manual.pdf)

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

Program Components	**Foundational Program**					**Foundational Capabilities**						
	CD Control	**Prevention and health promotion**	**Environmental health**	**Access to clinical preventive services**		**Leadership and organizational competencies**	**Health equity and cultural responsiveness**	**Community Partnership Development**	**Assessment and Epidemiology**	**Policy & Planning**	**Communications**	**Emergency Preparedness and**
				Population Health	**Direct services**							
Asterisk (*) = Primary foundational program that aligns with each component *X = Other applicable foundational programs*						*X = Foundational capabilities that align with each component*						
Epidemiological investigations that report, monitor and control HIV/STI, including Partner Services	*	X		*	*X		X		X			
Outreach	X	X					X	X				
HIV/STI screening and testing	*	X		*	*X		X	X	X		X	
Health Education/counseling and health literacy	*	X		*	X		X	X			X	
HIV/STI Referrals (e.g., PrEP, Harm Reduction)	X	X		X	X		X	X				
Linkage to HIV care and treatment. Includes follow-up on PLWH Not-in-Care	*	X		*	*X		X	X	X			
Condom distribution	*	X		X	X		X	X				

Harm Reduction services	**X**			**X**	**X**		**X**	**X**				
Cluster Detection and Response	*	**X**		*					*		**X**	**X**

b. The work in this Program Element helps Oregon's governmental public health system achieve the following Public Health Accountability Metrics, Health Outcome Indicators:

(1) Rate of congenital syphilis

(2) Rate of syphilis (all stages) among people who can become pregnant

(3) Rate of primary and secondary syphilis

c. The work in this Program Element helps Oregon's governmental public health system achieve the following Public Health Accountability Metrics, LPHA Process Measures:

(1) Percent of congenital syphilis Cases averted

(2) Percent of Cases interviewed

(3) Percent completion of CDC Core Variables

(4) Percent of Cases treated with appropriate regimen within 14 days

5. Procedural and Operational Requirements.

By accepting and using the Financial Assistance awarded under this Agreement and for this Program Element, LPHA agrees to conduct services and activities in accordance with OHA's HSSS Standards Guidance, HIV Testing Policies and Procedures and Oregon's Investigative Guidelines. Activities are as follows:

a. Submit local program plan and local program budget, which includes a staffing plan and organization chart to OHA for approval.

b. Engage in activities as described in the local program plan, which has been approved by OHA, and is incorporated herein this reference.

c. Use funds for this Program Element in accordance with its local program budget, which has been approved by OHA and incorporated herein with this reference. Modification to the local program budget may only be made with OHA approval.

d. **Core HSSS**

(1) Integrated HIV/STI Testing

LPHA must:

(a) Ensure Integrated Testing is available to all people newly diagnosed with HIV, early syphilis, or rectal gonorrhea, and to all pregnant and pregnancy-capable people diagnosed with any stage of syphilis, at minimum.

(b) Provide HIV and STI services to any person the LPHA is seeing or refer them to such services. STI services include screening individuals for reportable STI and treating Cases and their Contacts.

(c) Use the subsidized HIV/STI testing services available to eligible populations through the Oregon State Public Health lab.

(d) Enter data in CDC's testing database for any testing funded under this Agreement. OHA will assist LPHA or its subcontractor with access.

(e) Funds may be used to purchase test kits. See the HSSS Standards and Budget Guidance for more detail about allowable use of funds and reporting requirements.

(2) Case Investigation and Partner Services

(a) Staffing and Training

LPHA must:

i. Train and maintain sufficient staff to conduct expected HIV/STI Case Investigation and Partner Services (see table below) and list any persons in the local staffing plan (included in the local program budget) to be approved by OHA.

ii. Require all staff conducting HIV and STI Case Investigations to attend trainings provided by OHA HIV/STD Program. OHA shall make available additional relevant trainings to ensure the effective delivery of disease investigation and control services.

(b) Minimum Expectations for Case Investigation and Partner Services

LPHA must follow Oregon's Investigative Guidelines and provide the minimum Case Investigation and Partner Services per the table below:

Infection	Minimum Expectations for Case Investigation and Partner Services
HIV	All HIV Cases assigned by OHA's HIV Surveillance Program.
Syphilis	All priority syphilis Cases defined as: • All primary, secondary, and early non-primary non-secondary syphilis Cases regardless of sex/gender or age. • All Cases among pregnant or pregnancy-capable individuals regardless of stage. Pregnant individuals that don't meet the Case definition may require verification or facilitation of treatment. Other syphilis Cases shall be investigated if LPHA has staffing capacity or no priority syphilis Cases. OHA may require LPHA to investigate other syphilis Cases as needed per local epidemiology, an STI Outbreak, or for another reason. LPHA may also independently require Case Investigation for other syphilis Cases.
Gonorrhea	All priority gonorrhea Cases defined as: • All rectal gonorrhea Cases. • All Cases among pregnant individuals. • All Cases among individuals co-infected with HIV. Other gonorrhea Cases shall be investigated if LPHA has staffing capacity or no priority gonorrhea Cases. OHA may require LPHA to investigate other gonorrhea Cases as needed per local epidemiology, an STI Outbreak, or for another reason. LPHA may also independently require Case Investigation for other gonorrhea Cases.
Chlamydia	Not required but may be pursued at the discretion of LPHA.

(c) LPHA must operate its program in a manner designed to achieve CDC performance measures as listed in the HSSS Standards Guidance. Performance measures are subject to change with each new funding cycle.

(d) LPHA must provide EIS to all PLWH.

(e) LPHA must follow up on PLWH Not-in-Care (NIC).

i. Standards, expectations, and forms for NIC processes and activities are outlined in the HSSS Standards Guidance.

ii. LPHA may do NIC work on their own or create a separate agreement with an agency funded to deliver Ryan White HIV Medical Case Management services in their county to do this work as their designee. OHA may only release NIC lists to the designee with the county's permission which requires LPHA complete and sign an OHA data release form.

iii. LPHA or its designee must follow up on a NIC client list provided by OHA by confirming the clients' residency and attempting to contact them to facilitate linkages to HIV care and Ryan White services as appropriate.

iv. Coordination with local HIV case management systems can facilitate linkages to medical care.

e. <u>Enhanced HSSS</u>

(1) Outreach Services

(a) Outreach participants must be part of a Priority Population known through local epidemiology to be at increased vulnerability for HIV.

(b) EIS must be provided to any PLWH identified through Outreach Services.

(c) No broad scope awareness activities, such as those directed to the general public, are allowed.

(d) Specific activities will be developed and defined in LPHA's approved workplan.

(2) Harm/Risk Reduction Services/Support

(a) Some staff time may be used to support Harm Reduction services; however, primary staff roles must be to conduct Core HSSS activities.

(b) There are many restrictions on use of funds for syringe and harm reduction services. Details will be provided in the HSSS Budget Guidance. However, funds may be used to purchase sharps containers.

(3) Targeted Community Education and Capacity Building

Activities are focused on reaching Priority Populations, not the general public.

(4) Condom Distribution

(a) See Section 4.f.(3) In-Kind Services: Condoms/Lubricant for expectations.

(b) A distribution plan will be required to be submitted to OHA for approval.

OHA recommends LPHAs use local data and needs assessments to determine which Enhanced activities should be prioritized.

f. In-Kind Services

(1) General

Pending availability of funds, OHA may provide In-Kind Resources or Technical Assistance to support the delivery of HSSS.

(2) STI Medications

(a) LPHA may use OHA-provided STI medications to treat Cases or Contacts subject to the following requirements:

(b) Medications must be provided at no cost to individuals receiving treatment.

(c) LPHA must perform a monthly medication inventory and maintain a log of all medications supplied; LPHA must log in and log out each dose dispensed.

(d) LPHA must log and document appropriate disposal of medications provided under this Agreement which have expired, thereby preventing their use.

(e) If LPHA self-certifies as a 340B STD clinic site and receives reimbursement for 340B medications from OHA, it is the sole responsibility of LPHA to comply with all HRSA regulations and requirements for 340B Drug Pricing Program Covered Entities.

(f) Any 340B cost savings or program income realized because of funding from this Agreement must be used in a manner consistent with the goals of the grant or program under which it was authorized; i.e., any cost saving resulting from CDC STI funding must be used to increase, enhance, and support STI screening and treatment services.

(g) If LPHA subcontracts with another provider for HSSS services, any OHA-provided In-Kind STI medications received by LPHA must be provided, free of charge, to its subcontractor for the purposes set out in this section. Subcontractor must comply with all requirements related to such medications unless OHA informs LPHA in writing that the medications cannot be provided to the Subcontractor. LPHA must document the medications provided to a Subcontractor under this section.

(3) Condoms/Lubricant

(a) Any condoms or lubricant provided In-Kind from OHA must be distributed or supplied at no cost to individuals being served. Under no circumstances can LPHA or its subcontractor sell condoms or lubricant supplied by OHA under this Agreement.

(b) LPHA shall store condoms in a cool, dry place to prevent damage and shall manage inventory to ensure distribution before supplies expire.

(c) LPHA shall provide Referrals to the free mail-order condom service funded by OHA.

g. Educational Material/Brochures/Pamphlets

(1) LPHA and its subcontractors shall distribute and make available culturally and linguistically appropriate HIV/STI informational materials. See OHA-provided materials.

(2) Any LPHA or subcontractor wanting to create their own HIV educational materials must submit those materials to the CDC-required Oregon Program Review Panel for approval.

h. End HIV/STI Oregon Promotion and Support

LPHA and its subcontractors shall support and promote the OHA End HIV/STI Oregon initiative as follows:

(1) Display the End HIV/STI Oregon logo and website link on LPHA program-related website if applicable.

(2) Provide LPHA logo for inclusion on End HIV/STI Oregon website.

(3) Ensure any HSSS promotional materials developed and funded by this agreement include information about the End HIV/STI Oregon initiative, including the logo and website address.

(4) Use the End HIV/STI Oregon Ambassador Kit to promote End HIV/STI Oregon messaging.

i. Continuing Education, Training, and Partner/Systems Coordination

(1) LPHA must participate in community learning and ongoing training facilitated or made available by OHA; the OHA HIV/STD Program's training contractor, Oregon AIDS Education and Training Center; or a CDC-assigned Capacity Building Assistance Provider.

(2) LPHA shall budget for and assign an appropriate HSSS program staff to attend:

(a) Virtual quarterly HSSS contractor check in calls or meetings with the OHA-designated contact to discuss service successes and challenges and troubleshoot issues as they arise.

(b) An in-person HSSS contractor meeting when scheduled.

(c) OHA Monthly STI/HIV Orpheus and Case Investigation Trainings, Quarterly HSSS Community of Practice, and Congenital Syphilis Case/Data Review meetings. Monthly STI/HIV Orpheus Trainings are recorded.

(d) Other training as requested by OHA.

j. Data Entry and Security Requirements.

(1) LPHA must collect and report on HSSS data variables in the following systems:

(a) Orpheus, Oregon's integrated electronic disease surveillance system, including the HSSS window.

(b) CDC approved HIV testing database.

OHA will provide LPHA with a HSSS Standards Guidance which details data entry requirements.

(2) Security:

(a) LPHA and its subcontractors must maintain a written policy to ensure that confidentiality and breach procedures are in place. The policy must describe investigative steps and actions, consequences for breaches, and a requirement to notify OHA within 14 business days from reported date of event.

(b) HSSS staff will complete an annual confidentiality and security training designated by LPHA and associated trainings offered by OHA.

k. **LPHA will receive two awards – PE81-01 and PE81-02 – to support HSSS services.**

(1) PE81-01 is funded by a CDC HIV Prevention Grant. As much as is feasible, these funds should be used first.

(2) PE81-02 is funded by income generated from HRSA Ryan White Program.

(3) HSSS Standards and Budget Guidance provides detail on allowable use of funds and any restrictions.

6. General Revenue and Expense Reporting: LPHA must complete an "Oregon Health Authority Public Health Division Expenditure and Revenue Report" located in Exhibit C of this Agreement. A separate report must be filed for each applicable Program Element and any sub-elements. Reports must be submitted to OHA each quarter on the following schedule:

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

7. Program Reporting Requirements.

a. HSSS Standards Guidance provides additional detail on programmatic activities and reporting requirements.

b. LPHA will participate in twice yearly HSSS data cleaning and annual evaluation of data.

c. All annual required data must be entered into Orpheus and CDC approved HIV testing database by February 1 for the prior calendar year.

d. LPHA must submit Mid-Year Program Report and Annual Program Report as follows:

HSSS Program Reports	Due Date
Mid-Year: July 1– December 31	January 30
Annual: July 1 – June 30	August 20

e. If these programmatic reporting timelines are not met, OHA will work with LPHA or its subcontractor to establish and implement a corrective action plan.

8. Performance Measures

Not applicable

9. Funding Information

a. **Payor of last resort:** CDC grant funds should be prioritized for use before HRSA funds when possible. HRSA funds must be used as dollars of last resort. HSSS funds shall not be used to cover the costs for any item or service covered by other state, federal, or private benefits or service programs.

b. **Direct cash payments:** Funds shall not be used to provide direct cash payment or reimbursement to any person receiving services under this Program Element.

c. **Specific use of funds**: Funds may only be used for those HSSS services detailed in the OHA approved budget. Approved local program budgets shall be kept on file with OHA.

d. **Prioritized funding for AIDS Drug Assistance Programs.** HSSS services are supported by HRSA Program Income, generated by the AIDS Drug Assistance Program (ADAP). OHA is required to ensure (ADAP) services are available to eligible Oregonians. HRSA Program Income available for HSSS cannot be guaranteed. OHA reserves the right to terminate or modify funding under this Program Element with 90 days advance written notice to LPHA, if OHA deems it necessary to ensure the stability of ADAP services.

e. **Unspent funds:** No carryover of unspent funds will be allowed under this Program Element. OHA will direct any unspent funds to address emerging and future service needs.

10. Subcontracted Services

a. LPHA may use HSSS funds to subcontract with other LPHAs to deliver any or all HSSS activities.

b. LPHA may use HSSS funds to subcontract with community-based organizations to perform Testing and deliver Enhanced HSSS services.

c. LPHA must complete and submit any subcontractor budgets as part of the overall budget to OHA for review and approval.

d. LPHA must ensure that each subcontractor adheres to the standards, minimum requirements, and reporting responsibilities outlined in Section 8, items a-f, and HSSS Standards and Budget Guidance.

e. LPHA must require subcontractor(s) to participate in any applicable training and capacity building and quality assurance activities.

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EXHIBIT C
FINANCIAL ASSISTANCE AWARD AND REVENUE AND EXPENDITURE REPORT

This Exhibit C of this Agreement consists of and contains the following Exhibit sections:

1. Financial Assistance Award.

2. Explanation of the Financial Assistance Award

3. Oregon Health Authority Public Health Division Expenditure and Revenue Report.

4. Instructions for OHA Public Health Division Expenditure and Revenue Report.

LPHA will conduct the services for each Program Element listed in the Financial Assistance Award, as further explained by the Explanation of the Financial Assistance Award.

For each applicable Program Element, LPHA must report revenues and expenditures according to the schedule provided within the Program Element using the Oregon Health Authority Public Health Division Expenditure and Revenue Report according to the Instructions for OHA Public Health Division Expenditure and Revenue Report within this Exhibit C.

FINANCIAL ASSISTANCE AWARD (FY26)

State of Oregon
Oregon Health Authority
Public Health Division

1) Grantee	2) Issue Date	This Action
Name: Marion County	Tuesday, July 1, 2025	Award
Street: 3180 Center St. NE, Suite 2100		FY 2026
City: Salem	3) Award Period	
State: OR Zip: 97301-4532	From July 1, 2025 through June 30, 2026	

4) OHA Public Health Funds Approved

Number	Program	Previous Award Balance	Increase / Decrease	Current Award Balance
PE01-01	State Support for Public Health	$0.00	$103,614.00	$103,614.00
PE03	Tuberculosis Case Management	$0.00	$45,600.00	$45,600.00
PE12-01	Public Health Emergency Preparedness and Response (PHEP)	$0.00	$129,816.00	$129,816.00
PE13	Tobacco Prevention and Education Program (TPEP)	$0.00	$425,000.00	$425,000.00
PE36	Alcohol & Drug Prevention Education Program (ADPEP)	$0.00	$292,382.00	$292,382.00
PE36-01	OSPTR Board Primary Prevention Funding	$0.00	$447,046.00	$447,046.00
PE40-01	WIC NSA: July - September	$0.00	$321,380.00	$321,380.00
PE40-02	WIC NSA: October - June	$0.00	$964,139.00	$964,139.00
PE40-05	Farmer's Market	$0.00	$7,301.00	$7,301.00
PE42-03	MCAH Perinatal General Funds & Title XIX	$0.00	$33,678.00	$33,678.00
PE42-04	MCAH Babies First! General Funds	$0.00	$37,436.00	$37,436.00
PE42-11	MCAH Title V	$0.00	$126,159.00	$126,159.00
PE42-12	MCAH Oregon Mothers Care Title V	$0.00	$3,156.00	$3,156.00
PE50	Safe Drinking Water (SDW) Program (Vendors)	$0.00	$156,487.80	$156,487.80
PE51-01	LPHA Leadership, Governance and Program Implementation	$0.00	$1,997,162.00	$1,997,162.00
PE81-01	HIV/STI Statewide Services (HSSS) Federal Funds	$0.00	$132,533.00	$132,533.00
PE81-02	HIV/STI Statewide Services (HSSS) Program Income	$0.00	$642,513.00	$642,513.00
		$0.00	$5,865,402.80	$5,865,402.80

5) Foot Notes:	
PE01-01	07/2025: funding available 7/1/25-9/30/25 only.
PE40-01	07/2025: funds available 7/1/25-9/30/2025 only
PE40-02	07/2025: funds available 10/1/25-6/30/26 only
PE42-11	07/2025: Indirect rate caps at 10%.
PE42-12	07/2025: Indirect rate caps at 10%.

6) Comments:	
PE36	07/2025: $73,095.50 available 7/1/25 - 9/30/25 only.
PE36-01	07/2025: rollover unspent SFY25 funds of $447,046
PE81-01	07/2025: $121,489 available 7/1/25-5/31/26 only; $11,044 available 6/1/26-6/30/26 only

7) Capital outlay Requested in this action:

Prior approval is required for Capital Outlay. Capital Outlay is defined as an expenditure for equipment with a purchase price in excess of $5,000 and a life expectancy greater than one year.

Program	Item Description	Cost	PROG APPROV	

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EXPLANATION OF FINANCIAL ASSISTANCE AWARD

The Financial Assistance Award set forth above and any Financial Assistance Award amendment must be read in conjunction with this explanation for purposes of understanding the rights and obligations of OHA and LPHA reflected in the Financial Assistance Award.

1. Format and Abbreviations in Financial Assistance Award

The Financial Assistance Award consists of the following Items and Columns:

a. **Item 1 "Grantee"** is the name and address of the LPHA;

b. **Item 2 "Issue Date" and "This Action"** is the date upon which the Financial Assistance Award is issued, and, if the Financial Assistance Award is a revision of a previously issued Financial Assistance Award; and

c. **Item 3 "Award Period"** is the period of time for which the financial assistance is awarded and during which it must be expended by LPHA, subject to any restrictions set forth in the Footnotes section (see "Footnotes" below) of the Financial Assistance Award. Subject to the restrictions and limitations of this Agreement and except as otherwise specified in the Footnotes, the financial assistance may be expended at any time during the period for which it is awarded regardless of the date of this Agreement or the date the Financial Assistance Award is issued.

d. **Item 4 "OHA Public Health Funds Approved"** is the section that contains information regarding the Program Elements for which OHA is providing financial assistance to LPHA under this Agreement and other information provided for the purpose of facilitating LPHA administration of the fiscal and accounting elements of this Agreement. Each Program Element for which financial assistance is awarded to LPHA under this Agreement is listed by its Program Element number and its Program Element name (full or abbreviated). In certain cases, funds may be awarded solely for a sub-element of a Program Element. In such cases, the sub-element for which financial assistance is awarded is listed by its Program Element number, its Program Element name (full or abbreviated) and its sub-element name (full or abbreviated) as specified in the Program Element. The awarded funds, administrative information and restrictions on a particular line are displayed in a columnar format as follows:

(1) **Column 1 "Program"** will contain the Program Element name and number for each Program Element (and sub-element name, if applicable) for which OHA has awarded financial assistance to LPHA under this Agreement. Each Program Element name and number set forth in this section of the Financial Assistance Award corresponds to a specific Program Element Description set forth in Exhibit B. Each sub-element name (if specified) corresponds to a specific sub-element of the specified Program Element.

(2) **Column 2 "Award Balance"** in instances in which a revision to the Financial Assistance Award is made pursuant to an amendment duly issued by OHA and executed by the parties, the presence of an amount in this column will indicate the amount of financial assistance that was awarded by OHA to the LPHA, for the Program Element (or sub-element) identified on that line, prior to the issuance of an amendment to this Agreement. The information contained in this column is for information only, for purpose of facilitating LPHA's administration of the fiscal and accounting elements of this Agreement, does not create enforceable rights under this Agreement and shall not be considered in the interpretation of this Agreement.

(3) **Column 3 "Increase/(Decrease)"** in instances in which a revision to the Financial Assistance Award is made pursuant to an amendment duly issued by OHA and executed by the parties, the presence of an amount in this column will indicate the amount by which the financial assistance awarded by OHA to the LPHA, for the Program Element (or sub-element) identified on that line, is increased or decreased by an amendment to this Agreement. The information contained in this column is for information only, for purpose of

facilitating LPHA's administration of the fiscal and accounting elements of this Agreement, does not create enforceable rights under this Agreement and shall not be considered in the interpretation of this Agreement.

(4) **Column 4 "New Award Balance"** the amount set forth in this column is the amount of financial assistance awarded by OHA to LPHA for the Program Element (or sub-element) identified on that line and is OHA's maximum financial obligation under this Agreement in support of services comprising that Program Element (or sub-element). In instances in which OHA desires to limit or condition the expenditure of the financial assistance awarded by OHA to LPHA for the Program Element (or sub-element) in a manner other than that set forth in the Program Element Description or elsewhere in this Agreement, these limitations or conditions shall be indicated by a letter reference(s) to the "Footnotes" section, in which an explanation of the limitation or condition will be set forth.

e. **Item 5 "Footnotes"** this section sets forth any special limitations or conditions, if any, applicable to the financial assistance awarded by OHA to LPHA for a particular Program Element (or sub-element). The limitations or conditions applicable to a particular award are indicated by corresponding Program Element (PE) number references appearing in the "Footnotes" section and on the appropriate line of the "New Award Balance" column of the "OHA Public Health Funds Approved" section. LPHA must comply with the limitations or conditions set forth in the "Footnotes" section when expending or utilizing financial assistance subject thereto.

f. **Item 6 "Comments"** this section sets forth additional footnotes, if any, applicable to the financial assistance awarded to OHA to LPHA for a particular Program Element. The limitations or conditions applicable to a particular award are indicated by corresponding Program Element (PE) number references appearing in the "Comments" section and on the appropriate line of the "New Award Balance" column of the "OHA Public Health Funds Approved" section. LPHA must comply with the limitations or conditions set forth in the "Comments" section when expending or utilizing financial assistance subject thereto.

g. **Item 7 "Capital Outlay Requested in This Action"** in instances in which LPHA requests, and OHA approves an LPHA request for, expenditure of the financial assistance provided hereunder for a capital outlay, OHA's approval of LPHA's capital outlay request will be set forth in this section of the Financial Assistance Award. This section contains a section heading that explains the OHA requirement for obtaining OHA approval for an LPHA capital outlay prior to LPHA's expenditure of financial assistance provided hereunder for that purpose and provides a brief OHA definition of a capital outlay. The information associated with OHA's approval of LPHA's capital outlay request are displayed in a columnar format as follows:

(1) **Column 1 "Program"** the information presented in this column indicates the Program Element (or sub-element), the financial assistance for which LPHA may expend on the approved capital acquisition.

(2) **Column 2 "Item Description"** the information presented in this column indicates the specific item that LPHA is authorized to acquire.

(3) **Column 3 "Cost"** the information presented in this column indicates the amount of financial assistance LPHA may expend to acquire the authorized item.

(4) **Column 4 "Prog Approv"** the presence of the initials of an OHA official approves the LPHA request for capital outlay.

2. **Financial Assistance Award Amendments.** Amendments to the Financial Assistance Award are implemented as a full restatement of the Financial Assistance Award modified to reflect the amendment for each fiscal year. Therefore, if an amendment to this Agreement contains a new Financial Assistance Award, the Financial Assistance Award in the amendment supersedes and replaces, in its entirety, any prior Financial Assistance Award for that fiscal year.

Oregon Health Authority Public Health Division Expenditure and Revenue Report

OREGON HEALTH AUTHORITY
PUBLIC HEALTH DIVISION EXPENDITURE AND REVENUE REPORT
EMAIL OHA-PHD.ExpendRevReport@odhsoh

Agency: [Enter your agency name]

Program: [Enter the Program Element Number / Sub Element and Title]

Fiscal Year: July 1, [start year] to June 30, [end year]

BREAKDOWN BY FISCAL YEAR QUARTER

REVENUE		Q1: Jul, Aug, Sep		Q2: Oct, Nov, Dec		Q3: Jan, Feb, Mar		Q4: Apr, May, Jun		Fiscal Year To Date	
A.	PROGRAM INCOME/REVENUE	OHA/PHD Revenue	LPHA Revenue	OHA/PHD Revenue	LPHA Revenue	OHA/PHD Revenue	LPHA Revenue	OHA/PHD Revenue	LPHA Revenue	OHA/PHD Revenue	LPHA Revenue
1.	Revenue from Fees	----------		----------		----------		----------		----------	$ -
2.	Donations	----------		----------		----------		----------		----------	$ -
3.	3rd Party Insurance	----------		----------		----------		----------		----------	$ -
4.	Other Program Revenue	----------		----------		----------		----------		----------	$ -
	TOTAL PROGRAM INCOME	----------	$ -	----------	$ -	----------	$ -	----------	$ -	----------	$ -
5.	Other Local Funds (Identify)		----------		----------		----------		----------	$ -	----------
	5a.		----------		----------		----------		----------	$ -	----------
	5b.		----------		----------		----------		----------	$ -	----------
6.	Medicaid/OHP		----------		----------		----------		----------	$ -	----------
7.	Volunteer and In-Kind (estimate value)		----------		----------		----------		----------	$ -	----------
8.	Other (Specify)		----------		----------		----------		----------	$ -	----------
9.	Other (Specify)		----------		----------		----------		----------	$ -	----------
10	Other (Specify)		----------		----------		----------		----------	$ -	----------
	TOTAL REVENUE	$ -		$ -		$ -		$ -		$ -	

EXPENDITURES		Q1: Jul, Aug, Sep		Q2: Oct, Nov, Dec		Q3: Jan, Feb, Mar		Q4: Apr, May, Jun		Fiscal Year To Date	
B.	EXPENDITURES	OHA/PHD Expenditure	Expenditures	OHA/PHD Expenditure	Expenditures	OHA/PHD Expenditure	Expenditures	OHA/PHD Expenditure	Expenditures	OHA/PHD Expenditure	Expenditures
1.	**Personal Services (Salaries and Benefits)**									$ -	$ -
2.	**Services and Supplies (Total)**	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	2a. Professional Services/Contracts									$ -	$ -
	2b. Travel & Training									$ -	$ -
	2c. General Supplies									$ -	$ -
	2d. Medical Supplies									$ -	$ -
	Services & Supplies Expenditures" Form)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
3.	**Capital Outlay**									$ -	$ -
4.	**Indirect Cost ($)**									$ -	$ -
	4a. Indirect Rate (_____ %)	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------
	TOTAL EXPENDITURES	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	Less Total Program Income	----------	$ -	----------	$ -	----------	$ -	----------	$ -	----------	$ -
AL	REIMBURSABLE EXPENDITURES	----------	$ -	----------	$ -	----------	$ -	----------	$ -	----------	$ -
	Check Box if amounts have been revised since report previously	☐	☐	☐	☐	☐	☐	☐	☐		

VIC PROGRAM ONLY: Enter the Public Health Division Expenditures breakdown in the following categories for each quarter.
"" General Ledger report is required effective 1/1/19 and first report will be due with FY19 Quarter 3 Expenditure reports""

C.	CATEGORY	Q1: Jul, Aug, Sep	Q2: Oct, Nov, Dec	Q3: Jan, Feb, Mar	Q4: Apr, May, Jun	Fiscal Year To Date
1.	Client Services					$ -
2.	Nutrition Services					$ -
3.	Breastfeeding Promotion					$ -
4.	General Administration					$ -
	TOTAL WIC PROGRAM	$ -	$ -	$ -	$ -	$ -

D. CERTIFICATE

I certify to the best of my knowledge and belief that the report is true, complete and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the federal award. I am aware that any false, fictitious or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (2 CFR 200.415)

PREPARED BY **PHONE** **AUTHORIZED AGENT SIGNATURE** **DATE**

Form Number 23-152 Revised Oct 2024

TITLE OF FORM: **FORM NUMBER:**	**Instructions for OHA Public Health Division Expenditure and Revenue Report** **23-152**
WHO MUST COMPLETE THE FORM 23-152:	All agencies receiving funds awarded through Oregon Health Authority Intergovernmental Agreement for Financing Public Health Services must complete this report for each grant- funded program (submitting a separate report for each Program Element and sub-element). Agencies are responsible for ensuring that each report is completed accurately, signed and submitted in a timely manner.
WHERE TO SUBMIT REPORT:	OHA-PHD.ExpendRevReport@dhsoha.state.or.us
WHEN TO SUBMIT:	Reports for grants are due **30 days** following the end of the 3-, 6-, and 9-month periods (10/30, 1/30, 4/30) and 51 days after the 12-month period (8/20) in each fiscal year. **Any** expenditure reports due and not received by the specified deadline could delay payments until reports have been received from the payee for the reporting period.
REPORT REVISIONS:	Subject to OHA's discretion regarding accurate accounting, access to federal funds, and grant administration, OHA will accept *revised* revenue and expenditure reports.
WHAT TO SUBMIT:	Submit both the main Expenditure and Revenue Report and the Other Services & Supplies Expenditures (Other S&S) Form. WIC programs must submit a general ledger report quarterly. Each Program Element has unique funding source and reporting requirements. To ensure clarity and compliance with these requirements, a separate report must be filed for **each** applicable Program Element and any sub-elements
INSTRUCTIONS FOR COMPLETING THE FORM	
Report expenditures for both Non-OHA/PHD and OHA/PHD funds for which reimbursement is being claimed. This reporting feature is necessary for programs due to the requirement of matching federal dollars with state and/or local dollars. • YEAR TO DATE expenditures are reported when payment is made, or a legal obligation is incurred. • YEAR TO DATE revenue is reported when recognized.	
OHA/PHD: Oregon Health Authority/Public Health Division	
Enter your **Agency** name, **Program Element Number and Title**, and **Fiscal Year** start and end dates.	
Gray shaded areas do not need to be filled out.	
A. REVENUE	**Revenues that support program are to be entered for each quarter of the state fiscal year as either Program Revenue or Non-OHA/PHD Revenue.**
Program Revenue	Report this income in Section A. PROGRAM INCOME/REVENUE, Program Revenue column, Lines 1 through 4, for each quarter. Program income will be deducted from total OHA/PHD expenditures.
TOTAL PROGRAM INCOME	The total Program Revenue for each quarter and fiscal year to date. On the Excel report template, this is an auto sum field.
Non-OHA/PHD Revenue	Report this revenue in Section A. PROGRAM INCOME/REVENUE, Non-OHA/PHD Revenue column Lines 5 to 10, for each quarter. If applicable, identify sources of Line 5. Other Local Funds and specify type of Other for Lines 8 - 10. Non-OHA revenue is not subtracted from OHA/PHD expenditures.
TOTAL REVENUE	The total of Program and Non-OHA/PHD revenue for each quarter and fiscal year to date. On the Excel report template, this is an auto sum field.
Fiscal Year To Date	The YTD total Program or Non-OHA/PHD revenue for each line for the fiscal year. On the Excel report template, this is an auto sum field.
B. EXPENDIUTRES	**Expenditures are to be entered for each quarter of the state fiscal year as either Non-OHA/PHD Expenditures or OHA/PHD Expenditures.**
Non-OHA/PHD Expenditures	Program expenditures not reimbursed by the OHA Public Health Division.
OHA/PHD Expenditures	Reimbursable expenditures less program income.
Line 1. Personal Services	Report total salaries and benefits that apply to the program for each quarter. Payroll expenses may vary from month to month**.** Federal guidelines, 2 CFR 200.430, require the maintenance of adequate time activity reports for individuals paid from grant funds.

Line 2. Services and Supplies (Total)	The total from the four subcategories (Lines 2a. through 2e.) below this category. On the Excel report template, this is an auto sum field.
Line 2a. Professional Services/Contracts	Report contract and other professional services expenditures for each quarter.
Line 2b. Travel & Training	Report travel and training expenditures for each quarter.
Line 2c. General Supplies	Report expenditures for materials & supplies costing less than $5,000 per unit for each quarter.
Line 2d. Medical Supplies	Report expenditures for medical supplies for each quarter.
Line 2e. Other	Report the Total Other S&S Expenditures from the Other S&S Expenditures Form. Data entry is done in the 'Other S&S Expenditures' Form by entering the type and amount of other services and supplies expenses.
Line 3. Capital Outlay	Report capital outlay expenditures for each quarter. Capital Outlay is defined as expenditure of a single item costing more than $5,000 with a life expectancy of more than one year. Itemize all capital outlay expenditures by cost and description. Federal regulations require that capital equipment (desk, chairs, laboratory equipment, etc.) continue to be used within the program area. Property records for non-expendable personal property shall be maintained accurately per Subtitle A-Department of Health and Human Services, 45 Code of Federal Regulation (CFR) Part 75. ***Prior approval must be obtained for any purchase of a single item or special purpose equipment having an acquisition cost of $5,000 or more (PHS Grants Policy Statement; WIC, see Federal Regulations Section 246.14).***
Line 4. Indirect Cost ($)	Report indirect costs for each quarter. LPHA shall not use the funds for indirect costs as that term is defined in 2 CFR 200.1 in excess of a federally-approved negotiated indirect cost rate, or in excess of fifteen percent (15%) if LPHA does not have a federally approved negotiated indirect cost rate, except if LPHA does not have a federally-approved rate, LPHA may request a higher rate than the 15% de minimis rate by submitting a written request to OHA and OHA will determine the appropriate rate in collaboration with LPHA. LPHA does not need to have documentation to justify the 15% de minimis indirect cost rate. However, costs must be consistently charged as either indirect or direct costs and may not be double charged or inconsistently charged as both and must otherwise be in accordance with 2 CFR 200.403.
Line 4a. Indirect Rate (%)	Report the approved indirect rate percent within the (____%) area, in front of the % symbol. If no indirect rate or if you have a cost allocation plan, enter "N/A".
TOTAL EXPENDITURES	The total of OHA/PHD and Non-OHA/PHD expenditures for each quarter and fiscal year to date. On the Excel report template, this is an auto sum field.
Less Total Program Income	Take from the Program Revenue, TOTAL PROGRAM INCOME line in the Revenue section for each quarter and fiscal year to date. This is the OHA/PHD income that gets deducted from OHA/PHD total expenditures. On the Excel report template, this is an auto fill field.
TOTAL REIMBURSALBE EXPENDITURES	The total OHA/PHD expenditures less total program income for each quarter and fiscal YTD. The amount reimbursed by OHA-PHD. On the Excel report template, this is an auto calculate field.
Fiscal Year To Date	The YTD total of each expenditure category/subcategory of both OHA/PHD and Non-OHA/PHD for the fiscal year. On the Excel report template, this is an auto sum field.
C. WIC PROGRAM ONLY	Report the Public Health Division expenditures for the 4 categories listed in the WIC Program section for each quarter. Refer to Policy 315: Fiscal Requirements of the Oregon WIC Program Policy and Procedure Manual for definitions of the categories.
WIC GENERAL LEDGER REPORTING	Effective 1/1/19 General Ledger reports must be submitted with quarterly Expenditure and Revenue Report. First report due is for FY19 Quarter 3. Reports should be cumulative for FY.
TOTAL WIC PROGRAM	The total of the four WIC expenditure categories for each quarter and fiscal year. On the Excel report template, this is an auto sum field.
Fiscal Year to Date	The YTD total of each WIC category for the fiscal year. On the Excel report template, this is an auto sum field.
D. CERTIFICATE	Certify the report.

Prepared By	Enter the name and phone number of the person preparing the report.
Authorized Agent Signature	Obtain the signature, name and date of the authorized agent.
Where to Submit Report	Email the report to the Email To: address indicated on the form.
REIMBURSEMENT FROM THE STATE	Transfer document will be forwarded to the county treasurer (where appropriate) with a copy to the local agency when OHA Public Health Division makes reimbursement
WHEN A BUDGET REVISION IS REQUIRED	It is understood that the pattern of expenses will follow the estimates set forth in the approved budget application. To facilitate program development, however, transfers between expense categories may be made by the local agency except in the following instances, when a budget revision will be required: ● If a transfer would result in or reflect a significant change in the character or scope of the program. ● If there is a significant expenditure in a budget category for which funds were not initially budgeted in approved application.

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EXHIBIT D
SPECIAL TERMS AND CONDITIONS

1. Enforcement of the Oregon Indoor Clean Air Act. This section is for the purpose of providing for the enforcement of laws by LPHA relating to smoking and enforcement of the Oregon Indoor Clean Air Act (for the purposes of this section, the term "LPHA" will also refer to local government entities e.g., certain Oregon counties that agree to engage in this activity.)

a. Authority. Pursuant to ORS 190.110, LPHA may agree to perform certain duties and responsibilities related to enforcement of the Oregon Indoor Clean Air Act, 433.835 through 433.875 and 433.990(D) (hereafter "Act") as set forth below.

b. LPHA Enforcement Functions. LPHA shall assume the following enforcement functions:

(1) Maintain records of all complaints received using the complaint tracking system provided by OHA's Tobacco Prevention and Education Program (TPEP).

(2) Comply with the requirements set forth in OAR 333-015-0070 to 333-015-0085 using OHA enforcement procedures.

(3) Respond to and investigate all complaints received concerning noncompliance with the Act or rules adopted under the Act.

(4) Work with noncompliant sites to participate in the development of a remediation plan for each site found to be out of compliance after an inspection by the LPHA.

(5) Conduct a second inspection of all previously inspected sites to determine if remediation has been completed within the deadline specified in the remediation plan.

(6) Notify TPEP within five business days of a site's failure to complete remediation, or a site's refusal to allow an inspection or refusal to participate in development of a remediation plan. See Section c. (3) "OHA Responsibilities."

(7) For each non-compliant site, within five business days of the second inspection, send the following to TPEP: intake form, copy of initial response letter, remediation form, and all other documentation pertaining to the case.

(8) LPHA shall assume the costs of the enforcement activities described in this section. In accordance with an approved Community-based work plan as prescribed in OAR 333-010-0330(3)(b), LPHAs may use Ballot Measure 44 funds for these enforcement activities.

(9) If a local government has local laws or ordinances that prohibit smoking in any areas listed in ORS 433.845, the local government is responsible to enforce those laws or ordinances using local enforcement procedures. In this event, all costs of enforcement will be the responsibility of the local government. Ballot Measure 44 funds may apply; see Subsection (8) above.

c. LPHA Training. LPHA is responsible for ensuring that all staff engaging in LPHA enforcement functions under this Agreement have appropriate training to conduct inspections safely and effectively including, but not limited to, de-escalation training.

d. OHA Responsibilities. OHA shall:

(1) Provide an electronic records maintenance system to be used in enforcement, including forms used for intake tracking, complaints, and site visit/remediation plan, and templates to be used for letters to workplaces and/or public places.

(2) Provide technical assistance to LPHAs.

(3) Upon notification of a failed remediation plan, a site's refusal to allow a site visit, or a site's refusal to develop a remediation plan, review the documentation submitted by the LPHA and issue citations to non-compliant sites as appropriate.

(4) If requested by a site, conduct contested case hearings in accordance with the Administrative Procedures Act, ORS 183.411 to 183.470.

(5) Issue final orders for all such case hearings.

(6) Pursue, within the guidelines provided in the Act and OAR 333-015-0070 through OAR 333-015-0085, cases of repeat offenders to assure compliance with the Act.

2. HIPAA/HITECH COMPLIANCE.

a. The health care component of OHA is a Covered Entity and must comply with the Health Insurance Portability and Accountability Act and the federal regulations implementing the Act (collectively referred to as HIPAA). When explicitly stated in the Program Element definition table located in Exhibit A, LPHA is a Business Associate of the health care component of OHA and therefore must comply with OAR 943-014-0400 through OAR 943-014-0465 and the Business Associate requirements set forth in 45 CFR 164.502 and 164.504. LPHA's failure to comply with these requirements shall constitute a default under this Agreement.

(1) **Consultation and Testing**. If LPHA reasonably believes that the LPHA's or OHA's data transactions system or other application of HIPAA privacy or security compliance policy may result in a violation of HIPAA requirements, LPHA shall promptly consult the OHA Information Security Office. LPHA or OHA may initiate a request for testing of HIPAA transaction requirements, subject to available resources and the OHA testing schedule.

(2) **Data Transactions Systems.** If LPHA intends to exchange electronic data transactions with a health care component of OHA in connection with claims or encounter data, eligibility or enrollment information, authorizations, or other electronic transaction, LPHA shall execute an Electronic Data Interchange (EDI) Trading Partner Agreement with OHA and shall comply with OHA EDI Rules set forth in OAR 943-120-0100 through 943-120-0200.

b. LPHA agrees that use and disclosure of Protected Health Information (PHI) and Electronic Protected Health Information (EPHI) in the performance of its obligations shall be governed by the Agreement. When acting as a Business Associate of the health care component of OHA as described in Paragraph a. of this section, LPHA further agrees that it shall be committed to compliance with the standards set forth in the Privacy Rule and Security Rule as amended by the HITECH Act, and as they may be amended further from time to time, in the performance of its obligations related to the Agreement, and that it shall make all subcontractors and Providers comply with the same requirements.

3. If OHA intends to request reimbursement from FEMA for all allowable costs, Recipient shall provide to OHA timely reports that provide enough detail to OHA's reasonable satisfaction, in order to obtain FEMA's reimbursement.

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EXHIBIT E
GENERAL TERMS AND CONDITIONS

1. Disbursement and Recovery of Financial Assistance.

a. Disbursement Generally. Subject to the conditions precedent set forth below and except as otherwise specified in an applicable footnote in the Financial Assistance Award, OHA shall disburse financial assistance awarded for a particular Program Element, as described in the Financial Assistance Award, to LPHA in substantially equal monthly allotments during the period specified in the Financial Assistance Award for that Program Element, subject to the following:

(1) LPHA is not entitled to compensation under this Agreement by any other agency or department of the State of Oregon. LPHA 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.

(2) Upon written request of LPHA to the OHA Contract Administrator and subsequent OHA approval, OHA may adjust monthly disbursements of financial assistance to meet LPHA program needs.

(3) OHA may reduce monthly disbursements of financial assistance as a result of, and consistent with, LPHA's Underexpenditure or Overexpenditure of prior disbursements.

(4) After providing LPHA 30 calendar days advance notice, OHA may withhold monthly disbursements of financial assistance if any of LPHA's reports required to be submitted to OHA under this Exhibit E, Section 6 "Reporting Requirements" or that otherwise are not submitted in a timely manner or are incomplete or inaccurate. OHA may withhold the disbursements under this subsection until the reports have been submitted or corrected to OHA's satisfaction.

OHA may disburse to LPHA financial assistance for a Program Element in advance of LPHA's expenditure of funds on delivery of the services within that Program Element, subject to OHA recovery at Agreement Settlement of any excess disbursement. The mere disbursement of financial assistance to LPHA in accordance with the disbursement procedures described above does not vest in LPHA any right to retain those funds. Disbursements are considered an advance of funds to LPHA which LPHA may retain only to the extent the funds are expended in accordance with the terms and conditions of this Agreement.

Agreement Settlement will be used to reconcile any discrepancies in the final Expenditure Report and actual OHA disbursements of funds awarded under a particular line of Exhibit C, "Financial Assistance Award." For purposes of this section, amounts due to LPHA are determined by the actual amount of reported on the final Expenditure Report under that line of the Financial Assistance Award, as properly reported in accordance with the "Reporting Requirements" sections of the Agreement or as required in an applicable Program Element, and subject to the terms and limitations in this Agreement.

After OHA reconciles the final Expenditure Report, OHA will send an Agreement Settlement Letter to the LPHA to adjust funds when applicable

b. Conditions Precedent to Disbursement. OHA's obligation to disburse financial assistance to LPHA under this Agreement is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:

(1) No LPHA default as described in Exhibit F, Section 6 "LPHA Default" has occurred.

(2) LPHA's representations and warranties set forth in Exhibit F, Section 4 "Representations and Warranties" of this Exhibit are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.

c. Recovery of Financial Assistance.

(1) Notice of Underexpenditure, Overexpenditure or Misexpenditure. If OHA believes there has been an Underexpenditure or Overexpenditure (as defined in Exhibit A) of moneys disbursed under this Agreement, OHA shall provide LPHA with written notice thereof and OHA and LPHA shall engage in the process described in "Recover of Underexpenditure or Overexpenditure" below. If OHA believes there has been a Misexpenditure (as defined in Exhibit A) of moneys disbursed to LPHA under this Agreement, OHA shall provide LPHA with written notice thereof and OHA and LPHA shall engage in the process described in "Recover of Misexpenditure" below.

(2) Recovery of Underexpenditure or Overexpenditure.

(a) LPHA's Response. LPHA shall have 90 calendar days from the effective date of the notice of Underexpenditure or Overexpenditure to pay OHA in full or notify the OHA that it wishes to engage in the appeals process set forth in Section 1.c.(2)(b) below. If LPHA fails to respond within that 90-day time period, LPHA shall promptly pay the noticed Underexpenditure or Overexpenditure amount.

(b) Appeals Process. If LPHA notifies OHA that it wishes to engage in an appeal process, LPHA and OHA shall engage in non-binding discussions to give the LPHA an opportunity to present reasons why it believes that there is no Underexpenditure or Overexpenditure, or that the amount of the Underexpenditure or Overexpenditure is different than the amount identified by OHA, and to give OHA the opportunity to reconsider its notice. LPHA and OHA may negotiate an appropriate apportionment of responsibility for the repayment of an Underexpenditure or Overexpenditure. At LPHA request, OHA will meet and negotiate with LPHA in good faith concerning appropriate apportionment of responsibility for repayment of an Underexpenditure or Overexpenditure. In determining an appropriate apportionment of responsibility, LPHA and OHA may consider any relevant factors. An example of a relevant factor is the extent to which either party contributed to an interpretation of a statute, regulation or rule prior to the expenditure that was officially reinterpreted after the expenditure. If OHA and LPHA reach agreement on the amount owed to OHA, LPHA shall promptly repay that amount to OHA by issuing payment to OHA or by directing OHA to withhold future payments pursuant to "Recover from Future Payments" below. If OHA and LPHA continue to disagree about whether there has been an Underexpenditure or Overexpenditure or the amount owed, the parties may agree to consider further appropriate dispute resolution processes, including, subject to Oregon Department of Justice (DOJ) and LPHA counsel approval, arbitration.

(c) Recovery From Future Payments. To the extent that OHA is entitled to recover an Underexpenditure or Overexpenditure pursuant to "Appeal Process" above, OHA may recover the Underexpenditure or Overexpenditure by offsetting the amount thereof against future amounts owed to LPHA by OHA, including, but not limited to, any amount owed to LPHA by OHA under any other contract or agreement between LPHA and OHA, present or future. OHA shall provide LPHA written notice of its intent to recover the amounts of the Underexpenditure or Overexpenditure from amounts owed LPHA by OHA as set forth in this subsection), and shall identify the amounts owed by OHA which OHA intends to

offset, (including contracts or agreements, if any, under which the amounts owed arose) LPHA shall then have 14 calendar days from the date of OHA's notice in which to request the deduction be made from other amounts owed to LPHA by OHA and identified by LPHA. OHA shall comply with LPHA's request for alternate offset, unless the LPHA's proposed alternative offset would cause OHA to violate federal or state statutes, administrative rules or other applicable authority, or would result in a delay in recovery that exceeds three months. In the event that OHA and LPHA are unable to agree on which specific amounts, owed to LPHA by OHA, the OHA may offset in order to recover the amount of the Underexpenditure or Overexpenditure, then OHA may select the particular contracts or agreements between OHA and LPHA and amounts from which it will recover the amount of the Underexpenditure or Overexpenditure, within the following limitations: OHA shall first look to amounts owed to LPHA (but unpaid) under this Agreement. If that amount is insufficient, then OHA may look to any other amounts currently owing or owed in the future to LPHA by OHA. In no case, without the prior consent of LPHA, shall OHA deduct from any one payment due LPHA under the contract or agreement from which OHA is offsetting funds an amount in excess of twenty-five percent (25%) of that payment. OHA may look to as many future payments as necessary in order to fully recover the amount of the Underexpenditure or Overexpenditure.

(3) Recovery of Misexpenditure.

(a) LPHA's Response. From the effective date of the notice of Misexpenditure, LPHA shall have the lesser of: (i) 60 calendar days; or (ii) if a Misexpenditure relates to a Federal Government request for reimbursement, 30 calendar days fewer than the number of days (if any) OHA must appeal a final written decision from the Federal Government, to either:

i. Make a payment to OHA in the full amount of the noticed Misexpenditure identified by OHA;

ii. Notify OHA that LPHA wishes to repay the amount of the noticed Misexpenditure from future payments pursuant to "Recovery from Future Payments") below; or

iii. Notify OHA that it wishes to engage in the applicable appeal process set forth in "Appeal Process for Misexpenditure" below.

If LPHA fails to respond within the time required by "Appeal Process for Misexpenditure" below, OHA may recover the amount of the noticed Misexpenditure from future payments as set forth in "Recovery from Future Payments" below.

(b) Appeal Process for Misexpenditure. If LPHA notifies OHA that it wishes to engage in an appeal process with respect to a noticed Misexpenditure, the parties shall comply with the following procedures, as applicable:

i. Appeal from OHA-Identified Misexpenditure. If OHA's notice of Misexpenditure is based on a Misexpenditure solely of the type described in Sections 15.b. or c. of Exhibit A, LPHA and OHA shall engage in the process described in this subsection to resolve a dispute regarding the noticed Misexpenditure. First, LPHA and OHA shall engage in non-binding discussions to give LPHA an opportunity to present reasons why it believes that there is, in fact, no Misexpenditure or that the amount of

the Misexpenditure is different than the amount identified by OHA, and to give OHA the opportunity to reconsider its notice. LPHA and OHA may negotiate an appropriate apportionment of responsibility for the repayment of a Misexpenditure. At LPHA request, OHA will meet and negotiate with LPHA in good faith concerning appropriate apportionment of responsibility for repayment of a Misexpenditure. In determining an appropriate apportionment of responsibility, LPHA and OHA may consider any relevant factors. An example of a relevant factor is the extent to which either party contributed to an interpretation of a statute, regulation or rule prior to the expenditure that was officially reinterpreted after the expenditure. If OHA and LPHA reach agreement on the amount owed to OHA, LPHA shall promptly repay that amount to OHA by issuing payment to OHA or by directing OHA to withhold future payments pursuant to "Recovery from Future Payments" below. If OHA and LPHA continue to disagree as to whether there has been a Misexpenditure or as to the amount owed, the parties may agree to consider further appropriate dispute resolution processes including, subject to Oregon Department of Justice (DOJ) and LPHA counsel approval, arbitration.

ii. Appeal from Federal-Identified Misexpenditure.

A. If OHA's notice of Misexpenditure is based on a Misexpenditure of the type described in Exhibit A, Section 15.a. and the relevant Federal Agency provides a process either by statute or administrative rule to appeal the determination of improper use of federal funds, the notice of disallowance or other federal identification of improper use of funds and if the disallowance is not based on a federal or state court judgment founded in allegations of Medicaid fraud or abuse, then LPHA may, prior to 30 calendar days prior to the applicable federal appeals deadline, request that OHA appeal the determination of improper use, notice of disallowance or other federal identification of improper use of funds in accordance with the process established or adopted by the Federal Agency. If LPHA so requests that OHA appeal the determination of improper use of federal funds, federal notice of disallowance or other federal identification of improper use of funds, the amount in controversy shall, at the option of LPHA, be retained by the LPHA or returned to OHA pending the final federal decision resulting from the initial appeal If the LPHA does request, prior to the deadline set forth above, that OHA appeal, OHA shall appeal the determination of improper use, notice of disallowance or other federal identification of improper use of funds in accordance with the established process and shall pursue the appeal until a decision is issued by the Departmental Grant Appeals Board of the U.S. Department of Health and Human Services (HHS) (the "Grant Appeals Board") pursuant to the process for appeal set forth in 45 CFR Subtitle A, Part 16, or an equivalent decision is issued under the appeal process established or adopted by the Federal Agency. LPHA and OHA shall cooperate with each other in pursuing the appeal. If the Grant Appeals Board or its equivalent denies the appeal then either

LPHA, OHA, or both may, in their discretion, pursue further appeals. Regardless of any further appeals, within 90 calendar days of the date the federal decision resulting from the initial appeal is final, LPHA shall repay to OHA the amount of the noticed Misexpenditure (reduced, if at all, as a result of the appeal) by issuing payment to OHA or by directing OHA to withhold future payments pursuant to "Recovery From Future Payments" below. To the extent that LPHA retained any of the amount in controversy while the appeal was pending, the LPHA shall pay to OHA the interest, if any, charged by the Federal Government on such amount.

B. If the relevant Federal Agency does not provide a process either by statute or administrative rule to appeal the determination of improper use of federal funds, the notice of disallowance or other federal identification of improper use of funds or LPHA does not request that OHA pursue an appeal prior to 30 calendar days prior to the applicable federal appeals deadline, and if OHA does not appeal, then within 90 calendar days of the date the federal determination of improper use of federal funds, the federal notice of disallowance or other federal identification of improper use of funds is final LPHA shall repay to OHA the amount of the noticed Misexpenditure by issuing a payment to OHA or by directing OHA to withhold future payments pursuant to "Recovery From Future Payments" below.

C. If LPHA does not request that OHA pursue an appeal of the determination of improper use of federal funds, the notice of disallowance, or other federal identification of improper use of funds, prior to 30 calendar days prior to the applicable federal appeals deadline but OHA nevertheless appeals, LPHA shall repay to OHA the amount of the noticed Misexpenditure (reduced, if at all, as a result of the appeal) within 90 calendar days of the date the federal decision resulting from the appeal is final, by issuing payment to OHA or by directing OHA to withhold future payments pursuant to "Recover From Future Payments" below.

D. Notwithstanding Subsection a, i. through iii. above, if the Misexpenditure was expressly authorized by an OHA rule or an OHA writing signed by an authorized person that applied when the expenditure was made, but was prohibited by federal statutes or regulations that applied when the expenditure was made, LPHA will not be responsible for repaying the amount of the Misexpenditure to OHA, provided that:

I. Where post-expenditure official reinterpretation of federal statutes or regulations results in a Misexpenditure, LPHA and OHA will meet and negotiate in good faith an appropriate apportionment of responsibility between them for repayment of the Misexpenditure.

II. For purposes of this Subsection D., an OHA writing must interpret this Agreement or an OHA rule and be signed by the Director of the OHA or by one of the following OHA

officers concerning services in the category where the officers are listed:

Public Health Services:

- Public Health Director
- Public Health Director of Fiscal and Business Operations

OHA shall designate alternate officers in the event the offices designated in the previous sentence are abolished. Upon LPHA request, OHA shall notify LPHA of the names of individual officers with the above titles. OHA shall send OHA writings described in this paragraph to LPHA by mail and email.

III. The writing must be in response to a request from LPHA for expenditure authorization, or a statement intended to provide official guidance to LPHA or counties generally for making expenditures under this Agreement. The writing must not be contrary to this Agreement or contrary to law or other applicable authority that is clearly established at the time of the writing.

IV. If OHA writing is in response to a request from LPHA for expenditure authorization, the request must be in writing and signed by the director of an LPHA department with authority to make such a request or by the LPHA Counsel. It must identify the supporting data, provisions of this Agreement and provisions of applicable law relevant to determining if the expenditure should be authorized.

V. An OHA writing expires on the date stated in the writing, or if no expiration date is stated, six years from the date of the writing. An expired OHA writing continues to apply to LPHA expenditures that were made in compliance with the writing and during the term of the writing.

VI. OHA may revoke or revise an OHA writing at any time if it determines in its sole discretion that the writing allowed expenditure in violation of this Agreement or law or any other applicable authority.

VII. OHA rule does not authorize an expenditure that this Agreement prohibits.

(c) Recovery From Future Payments. To the extent that OHA is entitled to recover a Misexpenditure pursuant to "Appeal Process for Misexpenditure" above, OHA may recover the Misexpenditure by offsetting the amount thereof against future amounts owed to LPHA by OHA, including but not limited to, any amount owed to LPHA by OHA under this Agreement or any amount owed to LPHA by OHA under any other contract or agreement between LPHA and OHA, present or future. OHA shall provide LPHA written notice of its intent to recover the amount of the Misexpenditure from amounts owed LPHA by OHA as set forth in this Subsection (c) and shall identify the amounts owed by OHA that OHA intends to

offset (including the contracts or agreements, if any, under which the amounts owed arose and from those OHA wishes to deduct payments from). LPHA shall then have 14 calendar days from the date of OHA's notice in which to request the deduction be made from other amounts owed to LPHA by OHA and identified by LPHA. OHA shall comply with LPHA's request for alternate offset, unless the LPHA's proposed alternative offset would cause OHA to violate federal or state statutes, administrative rules or other applicable authority. In the event that OHA and LPHA are unable to agree on which specific amounts are owed to LPHA by OHA, that OHA may offset in order to recover the amount of the Misexpenditure, then OHA may select the particular contracts or agreements between OHA and County and amounts from which it will recover the amount of the Misexpenditure, after providing notice to LPHA, and within the following limitations: OHA shall first look to amounts owed to LPHA (but unpaid) under this Agreement. If that amount is insufficient, then OHA may look to any other amounts currently owing or owed in the future to LPHA by OHA. In no case, without the prior consent of LPHA, shall OHA deduct from any one payment due LPHA under the contract or agreement from which OHA is offsetting funds an amount in excess of twenty-five percent (25%) of that payment. OHA may look to as many future payments as necessary in order to fully recover the amount of the Misexpenditure.

d. Additional Provisions With Respect to Underexpenditures, Overexpenditures and Misexpenditures.

(1) LPHA shall cooperate with OHA in the Agreement Settlement process.

(2) OHA's right to recover Underexpenditures, Overexpenditures and Misexpenditures from LPHA under this Agreement is not subject to or conditioned on LPHA's recovery of any money from any other entity.

(3) If the exercise of the OHA's right to offset under this provision requires the LPHA to complete a re-budgeting process, nothing in this provision shall be construed to prevent the LPHA from fully complying with its budgeting procedures and obligations, or from implementing decisions resulting from those procedures and obligations.

(a) Nothing in this provision shall be construed as a requirement or agreement by the LPHA or the OHA to negotiate and execute any future contract with the other.

(b) Nothing in this Section 1.d. shall be construed as a waiver by either party of any process or remedy that might otherwise be available.

2. Use of Financial Assistance. LPHA may use the financial assistance disbursed to LPHA under this Agreement solely to cover actual Allowable Costs reasonably and necessarily incurred to implement Program Elements during the term of this Agreement. LPHA may not expend financial assistance provided to LPHA under this Agreement for a particular Program Element (as reflected in the Financial Assistance Award) on the implementation of any other Program Element.

3. Subcontracts. Except when the Program Element Description expressly requires a Program Element Service or a portion thereof to be delivered by LPHA directly, and except for the performance of any function, duty or power of the LPHA related to governance as that is described in OAR 333-014-0580, LPHA may use the financial assistance provided under this Agreement for a particular Program Element service to purchase that service, or portion thereof, from a third person or entity (a "Subcontractor") through a contract (a "Subcontract"). Subject to "Subcontractor Monitoring" below, LPHA may permit a Subcontractor to purchase the service, or a portion thereof, from another person or entity under a subcontract and such subcontractors shall also be considered Subcontractors for purposes of this

Agreement and the subcontracts shall be considered Subcontracts for purposes of this Agreement. LPHA shall not permit any person or entity to be a Subcontractor unless the person or entity holds all licenses, certificates, authorizations and other approvals required by applicable law to deliver the Program Element service. The Subcontract must be in writing and contain each of the provisions set forth in Exhibit H, in substantially the form set forth therein, in addition to any other provisions that must be included to comply with applicable law, that must be included in a Subcontract under the terms of this Agreement or that are necessary to implement Program Element service delivery in accordance with the applicable Program Element Descriptions and the other terms and conditions of this Agreement. LPHA shall maintain an originally executed copy of each Subcontract at its office and shall furnish a copy of any Subcontract to OHA upon request. LPHA must comply with OAR 333-014-0570 and 333-014-0580 and ensure that any subcontractor of a Subcontractor comply with OAR 333-014-0570.

4. **Subcontractor Monitoring.** In accordance with 2 CFR Subtitle B with guidance at 2 CFR Part 200, LPHA shall monitor each Subcontractor's delivery of Program Element services and promptly report to OHA when LPHA identifies a major deficiency in a Subcontractor's delivery of a Program Element service or in a Subcontractor's compliance with the Subcontract between the Subcontractor and LPHA. LPHA shall promptly take all necessary action to remedy any identified deficiency. LPHA shall also monitor the fiscal performance of each Subcontractor and shall take all lawful management and legal action necessary to pursue this responsibility. In the event of a major deficiency in a Subcontractor's delivery of a Program Element service or in a Subcontractor's compliance with the Subcontract between the Subcontractor and LPHA, nothing in this Agreement shall limit or qualify any right or authority OHA has under state or federal law to take action directly against the Subcontractor. LPHA must monitor its Subcontractors itself and may not enter into a contract with another entity for monitoring Subcontracts. LPHAs must have internal controls and policies in place to ensure there are no unresolved conflicts of interest between the subcontractor and the individual monitoring the subcontractor.

5. **Alternative Formats and Translation of Written Materials, Interpreter Services.** In connection with the delivery of Program Element services, LPHA shall:

a. Make available to an LPHA Client, without charge to the LPHA Client, upon the LPHA Client's or OHA's request, all written materials in alternate, if appropriate, formats as required by OHA's administrative rules or by OHA's written policies made available to LPHA.

b. Make available to an LPHA Client, without charge to the LPHA Client, upon the LPHA Client's or OHA's request, all written materials in the prevalent non-English languages in LPHA's service area.

c. Make available to an LPHA Client, without charge to the LPHA Client, upon the LPHA Client's or OHA's request, oral interpretation services in all non-English languages in LPHA's service area.

d. Make available to an LPHA Client with hearing impairment, without charge to the LPHA Client, upon the LPHA Client's or OHA's request, sign language interpretation services and telephone communications access services.

For purposes of the foregoing, "written materials" includes, without limitation, all written materials created by LPHA in connection with the Services and all Subcontracts related to this Agreement. The LPHA may develop its own forms and materials and with such forms and materials the LPHA shall be responsible for making them available to an LPHA Client, without charge to the LPHA Client or OHA, in the prevalent non-English language. OHA shall be responsible for making its forms and materials available, without charge to the LPHA Client or LPHA, in the prevalent non-English language.

6. **Reporting Requirements.** For each calendar quarter or portion thereof, during the term of this Agreement, in which LPHA expends and receives financial assistance awarded to LPHA by OHA under this Agreement, LPHA shall prepare and deliver to OHA the reports outlined below on October 30 (after

end of three month period), January 30 (after end of six month period), April 30 (after end of nine month period) and August 20 (after end of 12 month period). The required reports are:

A separate expenditure report for each Program in which LPHA expenditures and receipts of financial assistance occurred during the quarter as funded by indication on the original or formally amended Financial Assistance Award located in the same titled section of Exhibit C of this Agreement. Each report, must be substantially in the form set forth in Exhibit C titled "Oregon Health Authority, Public Health Division Expenditure and Revenue Report."

All reports must be completed in accordance with the associated instructions and must provide complete, specific and accurate information on LPHA's use of the financial assistance disbursed to LPHA hereunder. In addition, LPHA shall comply with all other reporting requirements set forth in this Agreement, including but not limited to, all reporting requirements set forth in applicable Program Element descriptions. OHA may request information and LPHA shall provide if requested by OHA, the amount of LPHA's, as well as any of LPHA's Subcontractors' and sub recipients', administrative costs as part of either direct or indirect costs, as defined by federal regulations and guidance. OHA will accept *revised* revenue and expenditure reports up to 30 calendar days after the due date for the first, second and third quarter's expenditure reports. OHA will accept *revised* reports up to 14 days after the fourth quarter expenditure report due date. If LPHA fails to comply with these reporting requirements, OHA may withhold future disbursements of all financial assistance under this Agreement, as further described in Section 1 of this Exhibit E.

7. Operation of Public Health Program. LPHA shall operate (or contract for the operation of) a public health program during the term of this Agreement. If LPHA uses financial assistance provided under this Agreement for a particular Program Element, LPHA shall include that Program Element in its public health program from the date it begins using the funds provided under this Agreement for that Program Element until the earlier of (a) termination or expiration of this Agreement, (b) termination by OHA of OHA's obligation to provide financial assistance for that Program Element, in accordance with Exhibit F, Section 8 "Termination" or (c) termination by LPHA, in accordance with Exhibit F, Section 8 "Termination" , of LPHA's obligation to include that Program Element in its public health program.

8. Technical Assistance. During the term of this Agreement, OHA shall provide technical assistance to LPHA in the delivery of Program Element services to the extent resources are available to OHA for this purpose. If the provision of technical assistance to the LPHA concerns a Subcontractor, OHA may require, as a condition to providing the assistance, that LPHA take all action with respect to the Subcontractor reasonably necessary to facilitate the technical assistance.

9. Payment of Certain Expenses. If OHA requests that an employee of LPHA, or a Subcontractor or a citizen providing services or residing within LPHA's service area, attend OHA training or an OHA conference or business meeting and LPHA has obligated itself to reimburse the individual for travel expenses incurred by the individual in attending the training or conference, OHA may pay those travel expenses on behalf of LPHA but only at the rates and in accordance with the reimbursement procedures set forth in the Oregon Accounting Manual *http://www.oregon.gov/DAS/Pages/Programs.aspx* as of the date the expense was incurred and only to the extent that OHA determines funds are available for such reimbursement.

10. Effect of Amendments Reducing Financial Assistance. If LPHA and OHA amend this Agreement to reduce the amount of financial assistance awarded for a particular Program Element, LPHA is not required by this Agreement to utilize other LPHA funds to replace the funds no longer received under this Agreement as a result of the amendment, and LPHA may, from and after the date of the amendment, reduce the quantity of that Program Element service included in its public health program commensurate with the amount of the reduction in financial assistance awarded for that Program Element. Nothing in the preceding sentence shall affect LPHA's obligations under this Agreement with respect to financial

assistance disbursed by OHA under this Agreement or with respect to Program Element services delivered.

11. Resolution of Disputes over Additional Financial Assistance Owed LPHA After Termination or Expiration. If, after termination or expiration of this Agreement, LPHA believes that OHA disbursements of financial assistance under this Agreement for a particular Program Element are less than the amount of financial assistance that OHA is obligated to provide to LPHA under this Agreement for that Program Element, as determined in accordance with the applicable financial assistance calculation methodology, LPHA shall provide OHA with written notice thereof. OHA shall have 90 calendar days from the effective date of LPHA's notice to pay LPHA in full or notify LPHA that it wishes to engage in a dispute resolution process. If OHA notifies LPHA that it wishes to engage in a dispute resolution process, LPHA and OHA's Public Health Director (or delegate) shall engage in non-binding discussion to give OHA an opportunity to present reasons why it believes that it does not owe LPHA any additional financial assistance or that the amount owed is different than the amount identified by LPHA in its notices, and to give LPHA the opportunity to reconsider its notice. If OHA and LPHA reach agreement on the additional amount owed to LPHA, OHA shall promptly pay that amount to LPHA. If OHA and LPHA continue to disagree as to the amount owed, the parties may agree to consider further appropriate dispute resolution processes, including, subject to Oregon Department of Justice and LPHA counsel approval, binding arbitration. Nothing in this section shall preclude the LPHA from raising underpayment concerns at any time prior to termination of this Agreement under "Resolution of Disputes, Generally" below.

12. Resolution of Disputes, Generally. In addition to other processes to resolve disputes provided in this Exhibit, either party may notify the other party that it wishes to engage in a dispute resolution process. Upon such notification, the parties shall engage in non-binding discussion to resolve the dispute. If the parties do not reach agreement as a result of non-binding discussion, the parties may agree to consider further appropriate dispute resolution processes, including, subject to Oregon Department of Justice and LPHA counsel approval, binding arbitration. The rights and remedies set forth in this Agreement are not intended to be exhaustive and the exercise by either party of any right or remedy does not preclude the exercise of any other rights or remedies at law or in equity.

13. Nothing in this Agreement shall cause or require LPHA or OHA to act in violation of state or federal constitutions, statutes, regulations or rules. The parties intend this limitation to apply in addition to any other limitation in this Agreement, including limitations in Section 1 of this Exhibit E.

14. Purchase and Disposition of Equipment.

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

(1) Network

(2) Personal Computer

(3) Printer/Plotter

(4) Server

(5) Storage devices that will contain Client information.

(6) Storage devices that will not contain Client information when the acquisition cost is $100 or more

(7) Software when the acquisition cost is $100 or more

b. For any Equipment purchased with funds from this Agreement, ownership shall be in the name of the LPHA and LPHA is required to accurately maintain the following Equipment inventory records:

(1) description of the Equipment;

(2) serial number;

(3) source of funding for the Equipment (including the FAIN);

(4) who holds title;

(5) where Equipment was purchased;

(6) acquisition cost and date

(7) percentage of federal participation in cost;

(8) location, use and condition of the Equipment; and

(9) any ultimate disposition data including the date of disposal and sale price of the Equipment

c. LPHA shall provide the Equipment inventory list to OHA upon request. LPHA shall be responsible to safeguard any Equipment and maintain the Equipment in good repair and condition while in the possession of LPHA or any subcontractors. LPHA shall depreciate all Equipment, with a value of more than $5,000, using the straight-line method.

d. Upon termination of this Agreement, or any service thereof, for any reason whatsoever, LPHA shall, upon request by OHA, immediately, or at such later date specified by OHA, tender to OHA all Equipment purchased with funds under this Agreement as OHA may require to be returned to the State. At OHA's direction, LPHA may be required to deliver said Equipment to a subsequent Subcontractor for that Subcontractor's use in the delivery of services formerly provided by LPHA. Upon mutual agreement, in lieu of requiring LPHA to tender the Equipment to OHA or to a subsequent Subcontractor, OHA may require LPHA to pay to OHA the current value of the Equipment. Equipment value will be determined as of the date of Agreement or service termination.

e. Funds from this Agreement used as a portion of the purchase price of Equipment, requirements relating to title, maintenance, Equipment inventory reporting and residual value shall be negotiated and the OHA's written, or e-mail approval provided authorizing the purchase.

f. Notwithstanding anything herein to the contrary, LPHA shall comply with CFR Subtitle B with guidance at 2 CFR Part 200 as amended, which generally describes the required maintenance, documentation, and allowed disposition of equipment purchased with federal grant funds.

g. Equipment provided directly by OHA to the LPHA and/or its Subcontractor(s) to support delivery of specific program services is to be used for those program services. If the LPHA and/or its Subcontractor(s) discontinue providing the program services for which the equipment is to be used, the equipment must be returned to OHA or transferred to a different provider at the request of OHA.

EXHIBIT F
STANDARD TERMS AND CONDITIONS

1. Governing Law, Consent to Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between the parties that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within a circuit court for the State of Oregon of proper jurisdiction. THE PARTIES, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENT TO THE IN PERSONAM JURISDICTION OF SAID COURTS. Except as provided in this section neither party waives any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. The parties acknowledge that this is a binding and enforceable agreement and, to the extent permitted by law, expressly waive any defense alleging that either party does not have the right to seek judicial enforcement of this Agreement.

2. Compliance with Law. Both parties shall comply with laws, regulations and executive orders to which they are subject, and which are applicable to the Agreement or to the delivery of Program Element services. Without limiting the generality of the foregoing, both parties expressly agree to comply with the following laws, rules, regulations and executive orders to the extent they are applicable to the Agreement: (a) OAR 943-005-0000 through 943-005-0007, prohibiting discrimination against individuals with disabilities, as may be revised, and all applicable requirements of state civil rights and rehabilitation statutes, rules and regulations; (b) all state laws governing operation of locally administered public health programs, including without limitation, all administrative rules adopted by OHA related to public health programs; (c) all state laws requiring reporting of LPHA Client abuse; (d) ORS 659A.400 to 659A.409, ORS 659A.145; (e) 45 CFR 164 Subpart C; and all regulations and administrative rules established pursuant to those laws in the construction, remodeling, maintenance and operation of any structures and facilities, and in the conduct of all programs, services and training associated with the delivery of Program Element services. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated. All employers, including LPHA and OHA, that employ subject workers who provide Program Element services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126.

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

4. Representations and Warranties.

a. LPHA represents and warrants as follows:

(1) Organization and Authority. LPHA is a political subdivision of the State of Oregon duly organized and validly existing under the laws of the State of Oregon. LPHA has full power, authority and legal right to make this Agreement and to incur and perform its obligations hereunder.

(2) Due Authorization. The making and performance by LPHA of this Agreement (a) have been duly authorized by all necessary action by LPHA; (b) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of LPHA's charter or other organizational document; and (c) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which LPHA is a party or by which LPHA may be bound or affected. No authorization,

consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by LPHA of this Agreement.

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

(4) Program Element Services. To the extent Program Element services are performed by LPHA, the delivery of each Program Element service will comply with the terms and conditions of this Agreement and meet the standards for such Program Element service as set forth herein, including but not limited to, any terms, conditions, standards and requirements set forth in the Financial Assistance Award and applicable Program Element Description.

b. OHA represents and warrants as follows:

(1) Organization and Authority. OHA has full power, authority and legal right to make this Agreement and to incur and perform its obligations hereunder.

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

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

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

5. Ownership of Intellectual Property.

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

b. If state or federal law requires that OHA or LPHA grant to the United States a license to any intellectual property, or if state or federal law requires that OHA or the United States own the intellectual property, then LPHA shall execute such further documents and instruments as OHA may reasonably request in order to make any such grant or to assign ownership in the intellectual

property to the United States or OHA. To the extent that OHA becomes the owner of any intellectual property created or delivered by LPHA in connection with the Program Element services, OHA will grant a perpetual, worldwide, non-exclusive, royalty-free and irrevocable license, subject to any provisions in this Agreement that restrict or prohibit dissemination or disclosure of information, to LPHA to use, copy, distribute, display, build upon and improve the intellectual property.

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

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

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

b. Any representation, warranty or statement made by LPHA herein or in any documents or reports made by LPHA in connection herewith that are reasonably relied upon by OHA to measure the delivery of Program Element services, the expenditure of financial assistance or the performance by LPHA is untrue in any material respect when made;

c. LPHA: (1) applies for or consents to the appointment of, or taking of possession by, a receiver, custodian, trustee, or liquidator of itself or all of its property; (2) admits in writing its inability, or is generally unable, to pay its debts as they become due; (3) makes a general assignment for the benefit of its creditors; (4) is adjudicated as bankrupt or insolvent; (5) commences a voluntary case under the federal Bankruptcy Code (as now or hereafter in effect); (6) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts; (7) fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against it in an involuntary case under the Bankruptcy Code; or (8) takes any action for the purpose of effecting any of the foregoing; or

d. A proceeding or case is commenced, without the application or consent of LPHA, in any court of competent jurisdiction, seeking: (1) the liquidation, dissolution or winding-up, or the composition or readjustment of debts, of LPHA; (2) the appointment of a trustee, receiver, custodian, liquidator, or the like of LPHA or of all or any substantial part of its assets; or (3) similar relief in respect to LPHA under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case continues undismissed, or an order, judgment, or decree approving or ordering any of the foregoing is entered and continues unstayed and in effect for a period of sixty consecutive days, or an order for relief against LPHA is entered in an involuntary case under the Federal Bankruptcy Code (as now or hereafter in effect).

e. The delivery of any Program Element fails to comply satisfactorily to OHA with the terms and conditions of this Agreement or fails to meet the standards for a Program Element as set forth herein, including but not limited to, any terms, condition, standards and requirements set forth in the Financial Assistance Award and applicable Program Element Description.

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

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

b. Any representation, warranty or statement made by OHA herein or in any documents or reports made in connection herewith or relied upon by LPHA to measure performance by OHA is untrue in any material respect when made.

8. Corrective Action Plan and Termination.

a. Upon OHA's identification of any deficiencies in LPHA's performance under this Agreement, OHA will notify LPHA in writing of the identified deficiencies. Deficiencies include, without limitation, failure to submit reports as required or meet performance requirements. LPHA shall, within 30 days of receipt of such written notice of deficiency from OHA, respond in writing to OHA (with supporting documentation, if applicable) in one of the following ways: 1) by disputing the deficiency, 2) by notifying OHA that the deficiency has been corrected, or 3) preparing and submitting to OHA a Corrective Action Plan (CAP) to be reviewed and approved by OHA. If LPHA responds with options 1) or 2) from the previous sentence, OHA will carefully consider the response. However, if OHA finds and notifies LPHA that a deficiency persists, LPHA must submit a CAP to OHA within 14 days after said notification. Upon LPHA request, OHA will provide assistance to LPHA in the development or revising of the CAP. The CAP shall include, but is not limited to, the following information:

(1) Reason(s) for the CAP;

(2) The date the CAP will become effective, with timelines for implementation;

(3) Planned action already taken to correct the deficiencies and proposed resolutions to address remaining deficiencies identified, with oversight and monitoring by OHA; and

(4) Proposed remedies, short of termination, should LPHA not come into compliance within the timelines set forth in the CAP.

b. LPHA Termination. LPHA may terminate this Agreement in its entirety or may terminate its obligation to include one or more Program Elements in its public health program:

(1) For its convenience, upon at least three calendar months advance written notice to OHA, with the termination effective as of the first day of the month following the notice period;

(2) Upon 45 calendar days advance written notice to OHA, if LPHA does not obtain funding, appropriations and other expenditure authorizations from LPHA's governing body, federal, state or other sources sufficient to permit LPHA to satisfy its performance obligations under this Agreement, as determined by LPHA in the reasonable exercise of its administrative discretion;

(3) Upon 30 calendar days advance written notice to OHA, if OHA is in default under this Agreement and such default remains uncured at the end of said 30 calendar day period or such longer period, if any, as LPHA may specify in the notice; or

(4) Immediately upon written notice to OHA, if Oregon statutes or federal laws, regulations or guidelines are modified, changed or interpreted by the Oregon Legislative Assembly, the federal government or a court in such a way that LPHA no longer has the authority to meet its obligations under this Agreement.

c. OHA Termination. OHA may terminate this Agreement in its entirety or may terminate or suspend its obligation to provide financial assistance under this Agreement for one or more Program Elements described in the Financial Assistance Award:

(1) For its convenience, upon at least three calendar months advance written notice to LPHA, with the termination effective as of the first day of the month following the notice period;

(2) Upon 45 calendar days advance written notice to LPHA, if OHA does not obtain funding, appropriations and other expenditure authorizations from federal, state or other sources sufficient to meet the payment obligations of OHA under this Agreement, as determined by OHA in the reasonable exercise of its administrative discretion. Notwithstanding the preceding sentence, OHA may terminate this Agreement in its entirety or may terminate or suspend its obligation to provide financial assistance under this Agreement for one or more particular Program Elements immediately upon written notice to LPHA, or at such other time as it may determine, if action by the federal government to terminate or reduce funding or if action by the Oregon Legislative Assembly or Emergency Board to terminate or reduce OHA's legislative authorization for expenditure of funds to such a degree that OHA will no longer have sufficient expenditure authority to meet its payment obligations under this Agreement, as determined by OHA in the reasonable exercise of its administrative discretion, and the effective date for such reduction in expenditure authorization is less than 45 calendar days from the date the action is taken;

(3) Immediately upon written notice to LPHA if Oregon statutes or federal laws, regulations or guidelines are modified, changed or interpreted by the Oregon Legislative Assembly, the federal government or a court in such a way that OHA no longer has the authority to meet its obligations under this Agreement or no longer has the authority to provide the financial assistance from the funding source it had planned to use;

(4) Upon 30 calendar days advance written notice to LPHA, if LPHA is in default under this Agreement and such default remains uncured at the end of said 30 calendar day period or such longer period, if any, as OHA may specify in the notice;

(5) Immediately upon written notice to LPHA, if any license or certificate required by law or regulation to be held by LPHA or a Subcontractor to deliver a Program Element service described in the Financial Assistance Award is for any reason denied, revoked, suspended, not renewed or changed in such a way that LPHA or a Subcontractor no longer meets requirements to deliver the service. This termination right may only be exercised with respect to the Program Element impacted by the loss of necessary licensure or certification; or

(6) Immediately upon written notice to LPHA, if OHA determines that LPHA or any of its Subcontractors have endangered or are endangering the health or safety of an LPHA Client or others in performing the Program Element services covered in this Agreement.

(7) Immediately upon written notice to LPHA, if LPHA fails to comply with a CAP submitted to and approved by OHA.

9. Effect of Termination

a. Upon termination of this Agreement in its entirety, OHA shall have no further obligation to pay or disburse financial assistance to LPHA under this Agreement, whether or not OHA has paid or disbursed to LPHA all financial assistance described in the Financial Assistance Award except: (1) with respect to funds described in the Financial Assistance Award, to the extent OHA's disbursement of financial assistance for a particular Program Element service, the financial assistance for which is calculated on a rate per unit of service or service capacity basis, is less than the applicable rate multiplied by the number of applicable units of the Program Element service or Program Element service capacity of that type performed or made available from the effective date of this Agreement through the termination date; and (2) with respect to funds described in the Financial Assistance Award, to the extent OHA's disbursement of financial

assistance for a particular Program Element service, the financial assistance for which is calculated on a cost reimbursement basis, is less than the cumulative actual Allowable Costs reasonably and necessarily incurred with respect to delivery of that Program Element service, from the effective date of this Agreement through the termination date.

b. Upon termination of LPHA's obligation to perform under a particular Program Element service, OHA shall have: (1) no further obligation to pay or disburse financial assistance to LPHA under this Agreement for administration of that Program Element service whether or not OHA has paid or disbursed to LPHA all financial assistance described in the Financial Assistance Award for administration of that Program Element; and (2) no further obligation to pay or disburse any financial assistance to LPHA under this Agreement for such Program Element service whether or not OHA has paid or disbursed to LPHA all financial assistance described in the Financial Assistance Award for such Program Element service except: (a) with respect to funds described in the Financial Assistance Award, to the extent OHA's disbursement of financial assistance for the particular Program Element service, the financial assistance for which is calculated on a rate per unit of service or service capacity basis, is less than the applicable rate multiplied by the number of applicable units of the Program Element service or Program Element service capacity of that type performed or made available during the period from the effective date of this Agreement through the termination date; and (b) with respect to funds described in the Financial Assistance Award, to the extent OHA's disbursement of financial assistance for a particular Program Element service, the financial assistance for which is calculated on a cost reimbursement basis, is less than the cumulative actual Allowable Costs reasonably and necessarily incurred by LPHA with respect to delivery of that Program Element service during the period from the effective date of this Agreement through the termination date.

c. Upon termination of OHA's obligation to provide financial assistance under this Agreement for a particular Program Element service, LPHA shall have no further obligation under this Agreement to provide that Program Element service.

d. **Disbursement Limitations.** Notwithstanding Subsections a. and b. above, under no circumstances will OHA be obligated to provide financial assistance to LPHA for a particular Program Element service in excess of the amount awarded under this Agreement for that Program Element service as set forth in the Financial Assistance Award.

e. **Survival.** Exercise of a termination right set forth in Section 8 "Termination" of this Exhibit F in accordance with its terms, shall not affect LPHA's right to receive financial assistance to which it is entitled hereunder as described in Subsections a. and b. above or the right of OHA or LPHA to invoke the dispute resolution processes under "Resolution of Disputes over Additional Financial Assistance Owed to LPHA After Termination" or "Resolution of Disputes, Generally" below. Notwithstanding Subsections a. and b. above, exercise of the termination rights in the "Termination" above or termination of this Agreement in accordance with its terms, shall not affect LPHA's obligations under this Agreement or OHA's right to enforce this Agreement against LPHA in accordance with its terms, with respect to financial assistance disbursed by OHA under this Agreement, or with respect to Program Element services delivered. Specifically, but without limiting the generality of the preceding sentence, exercise of a termination right set forth in "Termination" above or termination of this Agreement in accordance with its terms shall not affect LPHA's representations and warranties; reporting obligations; record-keeping and access obligations; confidentiality obligations; obligation to comply with applicable federal requirements; the restrictions and limitations on LPHA's expenditure of financial assistance actually disbursed by OHA hereunder, LPHA's obligation to cooperate with OHA in the Agreement Settlement process; or OHA's right to recover from LPHA; in accordance with the terms of this Agreement; any financial assistance disbursed by OHA under this Agreement that is identified as an Underexpenditure or Misexpenditure. If a

termination right set forth in the "Termination" above is exercised, both parties shall make reasonable good faith efforts to minimize unnecessary disruption or other problems associated with the termination.

10. Insurance. LPHA shall require first-tier Subcontractors, which are not units of local government, to maintain insurance as set forth in Exhibit I, "Subcontractor Insurance Requirements", which is attached hereto.

11. Records Maintenance, Access, and Confidentiality.

a. Access to Records and Facilities. OHA, the Secretary of State's Office of the State of Oregon, the Federal Government, and their duly authorized representatives shall have access to the books, documents, papers and records of LPHA that are directly related to this Agreement, the financial assistance provided hereunder, or any Program Element service for the purpose of making audits, examinations, excerpts, copies and transcriptions. In addition, upon 24-hour prior notice to LPHA, LPHA shall permit authorized representatives of OHA to perform site reviews of all Program Element services delivered by LPHA.

b. Retention of Records. LPHA shall retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement, the financial assistance provided hereunder or any Program Element service, for a minimum of six years, or such longer period as may be required by other provisions of this Agreement or applicable law, following the termination or termination or expiration of this Agreement. If there are unresolved audit or Agreement Settlement questions at the end of the applicable retention period, LPHA shall retain the records until the questions are resolved.

c. Expenditure Records. LPHA shall establish such fiscal control and fund accounting procedures as are necessary to ensure proper expenditure of and accounting for the financial assistance disbursed to LPHA by OHA under this Agreement. In particular, but without limiting the generality of the foregoing, LPHA shall (i) establish separate accounts for each Program Element for which LPHA receives financial assistance from OHA under this Agreement and (ii) document expenditures of financial assistance provided hereunder for employee compensation in accordance with CFR Subtitle B with guidance at 2 CFR Part 200 and, when required by OHA, utilize time/activity studies in accounting for expenditures of financial assistance provided hereunder for employee compensation. LPHA shall maintain accurate property records of non-expendable property, acquired with Federal Funds, in accordance with CFR Subtitle B with guidance at 2 CFR Part 200.

d. Safeguarding of LPHA Client Information. LPHA shall maintain the confidentiality of LPHA Client records as required by applicable state and federal law. Without limiting the generality of the preceding sentence, LPHA shall comply with the following confidentiality laws, as applicable: ORS 433.045, 433.075, 433.008, 433.017, 433.092, 433.096, 433.098, 42 CFR Part 2 and any administrative rule adopted by OHA implementing the foregoing laws, and any written policies made available to LPHA by OHA. LPHA shall create and maintain written policies and procedures related to the disclosure of LPHA Client information and shall make such policies and procedures available to OHA for review and inspection as reasonably requested by OHA.

12. Information Privacy/Security/Access. If the Program Element Services performed under this Agreement requires LPHA or its Subcontractor(s) to access or otherwise use any OHA Information Asset or Network and Information System to which security and privacy requirements apply, and OHA grants LPHA, its Subcontractors(s) or both access to such OHA Information Assets or Network and Information Systems, LPHA shall comply and require its Subcontractor(s) to which such access has been granted to comply with the terms and conditions applicable to such access or use, including OAR 943-014-0300 through OAR 943-014-0320, as such rules may be revised from time to time. For

purposes of this section, "Information Asset" and "Network and Information System" have the meaning set forth in OAR 943-014-0305, as such rule may be revised from time to time.

13. Force Majeure. Neither party shall be held responsible for delay or default caused by fire, civil unrest, labor unrest, natural causes, or war which is beyond the reasonable control of the parties. Each party shall, however, make all reasonable efforts to remove or eliminate such cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement. Either party may terminate this Agreement upon written notice to the other party after reasonably determining that the delay or breach will likely prevent successful performance of this Agreement.

14. Assignment of Agreement, Successors in Interest.

a. LPHA shall not assign or transfer its interest in this Agreement without prior written approval of OHA. Any such assignment or transfer, if approved, is subject to such conditions and provisions as OHA may deem necessary. No approval by OHA of any assignment or transfer of interest shall be deemed to create any obligation of OHA in addition to those set forth in this Agreement.

b. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties to this Agreement, and their respective successors and permitted assigns.

15. No Third-Party Beneficiaries. OHA and LPHA are the only parties to this Agreement and are the only parties entitled to enforce its terms. The parties agree that LPHA's performance under this Agreement is solely for the benefit of OHA to assist and enable OHA to accomplish its statutory mission. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons any greater than the rights and benefits enjoyed by the general public unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

16. Amendment. No amendment, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both parties and when required by the Department of Justice. Such amendment, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given.

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

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

OHA: Office of Contracts & Procurement
500 Summer Street NE, E03
Salem, Oregon 97301
Telephone: 503-945-5818 Facsimile: 503-378-4324

Docusign Envelope ID: 34494D25-A214-4AF3-AC6B-938EB79AE646

COUNTY: Marion County,
RyanMatthews
3180 Center Street NE, Room 2100
Salem, Oregon 97301-4532
Telephone: (503) 737-3787 Facsimile:
Email: rmatthews@co.marion.or.us

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

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

21. Integration and Waiver. This Agreement, including all Exhibits, constitutes the entire Agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. The failure of either party to enforce any provision of this Agreement shall not constitute a waiver by that party of that or any other provision. No waiver or consent shall be effective unless in writing and signed by the party against whom it is asserted.

22. Construction. This Agreement is the product of extensive negotiations between OHA and representatives of county governments. The provisions of this Agreement are to be interpreted and their legal effects determined as a whole. An arbitrator or court interpreting this Agreement shall give a reasonable, lawful and effective meaning to this Agreement to the extent possible, consistent with the public interest.

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

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

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

24. Indemnification by LPHA Subcontractor. LPHA shall take all reasonable steps to cause its subcontractor, that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents ("Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys' fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of LPHA's subcontractors or any of the officers, agents, employees or subcontractors of the subcontractor ("Claims"). It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the subcontractor from and against all Claims.

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EXHIBIT G
REQUIRED FEDERAL TERMS AND CONDITIONS

In addition to the requirements of Section 2 of Exhibit F, LPHA shall comply and as indicated, require all Subcontractors to comply with the following federal requirements to the extent that they are applicable to this Agreement, to LPHA, or to the Work, or to any combination of the foregoing. For purposes of this Agreement, all references to federal and state laws are references to federal and state laws as they may be amended from time to time.

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

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

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

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

5. **Truth in Lobbying.** By signing this Agreement, the LPHA certifies, to the best of the LPHA's knowledge and belief that:

a. No federal appropriated funds have been paid or will be paid, by or on behalf of LPHA, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the

making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan, or cooperative agreement.

b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the LPHA shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

c. The LPHA shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients and Subcontractors shall certify and disclose accordingly.

d. This certification is a material representation of fact upon which reliance was placed when this Agreement was made or entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by Section 1352, Title 31 of the U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

e. No part of any federal funds paid to LPHA under this Agreement shall be used, other than for normal and recognized executive legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the United States Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government.

f. No part of any federal funds paid to LPHA under this Agreement shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the United States Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.

g. The prohibitions in Subsections (e) and (f) of this section shall include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.

h. No part of any federal funds paid to LPHA under this Agreement may be used for any activity that promotes the legalization of any drug or other substance included in schedule I of the schedules of controlled substances established under Section 202 of the Controlled Substances Act except for normal and recognized executive congressional communications. This limitation shall not apply when there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance or that federally sponsored clinical trials are being conducted to determine therapeutic advantage.

6. Resource Conservation and Recovery. LPHA shall comply and require all Subcontractors to comply with all mandatory standards and policies that relate to resource conservation and recovery pursuant to the Resource Conservation and Recovery Act (codified at 42 U.S.C. 6901 *et.seq.*). Section 6002 of that

Act (codified at 42 U.S.C. 6962) requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by the Environmental Protection Agency. Current guidelines are set forth in 40 CFR Part 247.

7. **Audits.** Subrecipients, as defined in 45 CFR 75.2, which includes, but is not limited to LPHA, shall comply, and LPHA shall require all Subcontractors to comply, with applicable Code of Federal Regulations (CFR) governing expenditure of Federal funds including, but not limited to, if a subrecipient expends $500,000 or more in Federal funds (from all sources) in its fiscal year beginning prior to December 26, 2014, a subrecipient shall have a single organization-wide audit conducted in accordance with the Single Audit Act. If a subrecipient expends $750,000 or more in federal funds (from all sources) in a fiscal year beginning on or after December 26, 2014, it shall have a single organization-wide audit conducted in accordance with the provisions of 45 CFR Part 75, Subpart F. Copies of all audits must be submitted to OHA upon request as needed. If a subrecipient expends less than $500,000 in Federal funds in a fiscal year beginning prior to December 26, 2014, or less than $750,000 in a fiscal year beginning on or after that date, it is exempt from Federal audit requirements for that year. Records must be available for review or audit by appropriate officials.

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

9. **Drug-Free Workplace.** LPHA shall comply and require all Subcontractors to comply with the following provisions to maintain a drug-free workplace: (i) LPHA certifies that it will provide a drug-free workplace by publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, except as may be present in lawfully prescribed or over-the-counter medications, is prohibited in LPHA's workplace or while providing services to OHA clients. LPHA's notice shall specify the actions that will be taken by LPHA against its employees for violation of such prohibitions; (ii) Establish a drug-free awareness program to inform its employees about: the dangers of drug abuse in the workplace, LPHA's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations; (iii) Provide each employee to be engaged in the performance of services under this Agreement a copy of the statement mentioned in paragraph (i) above; (iv) Notify each employee in the statement required by paragraph (i) above that, as a condition of employment to provide services under this Agreement, the employee will: abide by the terms of the statement, and notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) calendar days after such conviction; (v) Notify OHA within ten (10) calendar days after receiving notice under subparagraph (iv) above from an employee or otherwise receiving actual notice of such conviction; (vi) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted as required by Section 5154 of the Drug-Free Workplace Act of 1988; (vii) Make a good-faith effort to continue a drug-free workplace through implementation of subparagraphs (i) through (vi) above; (viii) Require any Subcontractor to comply with subparagraphs (i) through (vii) above; (ix) Neither LPHA, or any of LPHA's employees, officers, agents or Subcontractors may provide any service required under this Agreement while under the influence of drugs. For purposes of this provision, "under the influence" means: observed abnormal behavior or impairments in mental or physical performance leading a reasonable person to believe the LPHA or LPHA's employee, officer, agent or Subcontractor has used a controlled substance, prescription or non-prescription medication that

impairs the LPHA or LPHA's employee, officer, agent or Subcontractor's performance of essential job function or creates a direct threat to LPHA Clients or others. Examples of abnormal behavior include, but are not limited to: hallucinations, paranoia or violent outbursts. Examples of impairments in physical or mental performance include, but are not limited to: slurred speech, difficulty walking or performing job activities; and (x) Violation of any provision of this subsection may result in termination of this Agreement.

10. Pro-Children Act. LPHA shall comply and require all sub-contractors to comply with the Pro-Children Act of 1994 (codified at 20 U.S.C. Section 6081 et. seq.).

11. Medicaid Services. To the extent LPHA provides any Service whose costs are paid in whole or in part by Medicaid, LPHA shall comply with all applicable federal and state laws and regulation pertaining to the provision of Medicaid Services under the Medicaid Act, Title XIX, 42 U.S.C. Section 1396 et. seq., including without limitation:

a. Keep such records as are necessary to fully disclose the extent of the services provided to individuals receiving Medicaid assistance and shall furnish such information to any state or federal agency responsible for administering the Medicaid program regarding any payments claimed by such person or institution for providing Medicaid Services as the state or federal agency may from time-to time request. 42 U.S.C. Section 1396a(a)(27); 42 CFR Part 431.107(b)(1) & (2).

b. Comply with all disclosure requirements of 42 CFR Part 1002.3(a) and 42 CFR 455 Subpart (B).

c. Maintain written notices and procedures respecting advance directives in compliance with 42 U.S.C. Section 1396(a)(57) and (w), 42 CFR Part 431.107(b)(4), and 42 CFR Part 489 subpart I.

d. Certify when submitting any claim for the provision of Medicaid Services that the information submitted is true, accurate and complete. LPHA shall acknowledge LPHA's understanding that payment of the claim will be from federal and state funds and that any falsification or concealment of a material fact may be prosecuted under federal and state laws.

e. Entities receiving $5 million or more annually (under this Agreement and any other Medicaid agreement) for furnishing Medicaid health care items or services shall, as a condition of receiving such payments, adopt written fraud, waste and abuse policies and procedures and inform employees, Subcontractors and agents about the policies and procedures in compliance with Section 6032 of the Deficit Reduction Act of 2005, 42 U.S.C. § 1396a(a)(68).

12. ADA. LPHA shall comply with Title II of the Americans with Disabilities Act of 1990 (codified at 42 U.S.C. 12131 et. seq.) in the construction, remodeling, maintenance and operation of any structures and facilities, and in the conduct of all programs, services and training associated with the delivery of Services.

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

14. Disclosure.

a. 42 CFR 455.104 requires the State Medicaid agency to obtain the following information from any provider of Medicaid or CHIP services, including fiscal agents of providers and managed care entities: (1) the name and address (including the primary business address, every business location and P.O. Box address) of any person (individual or corporation) with an ownership or control interest in the provider, fiscal agent or managed care entity; (2) in the case of an individual, the date of birth and Social Security Number, or, in the case of a corporation, the tax identification number of the entity, with an ownership interest in the provider, fiscal agent or

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

b. 42 CFR 455.434 requires as a condition of enrollment as a Medicaid or CHIP provider, to consent to criminal background checks, including fingerprinting when required to do so under state law, or by the category of the provider based on risk of fraud, waste and abuse under federal law. As such, a provider must disclose any person with a 5% or greater direct or indirect ownership interest in the provider who has been convicted of a criminal offense related to that person's involvement with the Medicare, Medicaid, or title XXI program in the last 10 years.

c. 45 CFR 75.113 requires applicants and recipients of federal funds to disclose, in a timely manner, in writing to the United States Health and Human Services (HHS) awarding agency or pass-through entity all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Disclosures must be sent in writing to the HHS Office of the Inspector General at the following address:

U.S. Department of Health and Human Services
Office of the Inspector General
Attn: Mandatory Grant Disclosures, Intake Coordinator
330 Independence Ave, SW
Cohen Building, Room 5527
Washington, DR 20201

OHA reserves the right to take such action required by law, or where OHA has discretion, it deems appropriate, based on the information received (or the failure to receive) from the provider, fiscal agent or managed care entity.

15. **Super Circular Requirements**. 2 CFR Part 200, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, including but not limited to the following:

a. **Property Standards**. 2 CFR 200.313, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, which generally describes the required maintenance, documentation, and allowed disposition of equipment purchased with federal funds.

b. **Procurement Standards**. When procuring goods or services (including professional consulting services), applicable state procurement regulations found in the Oregon Public Contracting Code, ORS chapters 279A, 279B and 279C or 2 CFR §§ 200.317 through 200.327, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, as applicable.

c. **Contract Provisions.** The contract provisions listed in 2 CFR Part 200, Chapter II, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, that are hereby incorporated into this Exhibit, are, to the extent applicable, obligations of Contractor, and Contractor shall also include these contract provisions in its contracts with non-Federal entities.

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EXHIBIT H
REQUIRED SUBCONTRACT PROVISIONS

1. Expenditure of Funds. Subcontractor may expend the funds paid to Subcontractor under this Contract solely on the delivery of _____, subject to the following limitations (in addition to any other restrictions or limitations imposed by this Contract):

a. Subcontractor may not expend on the delivery of _____ any funds paid to Subcontractor under this Agreement in excess of the amount reasonable and necessary to provide quality delivery of _____.

b. If this Agreement requires Subcontractor to deliver more than one service, Subcontractor may not expend funds paid to Subcontractor under this Contract for a particular service on the delivery of any other service.

c. Subcontractor may expend funds paid to Subcontractor under this Contract only in accordance with federal 2 CFR Subtitle B with guidance at 2 CFR Part 200 as those regulations are applicable to define allowable costs.

2. Records Maintenance, Access and Confidentiality.

a. Access to Records and Facilities. LPHA, the Oregon Health Authority, the Secretary of State's Office of the State of Oregon, the Federal Government, and their duly authorized representatives shall have access to the books, documents, papers and records of Subcontractor that are directly related to this Contract, the funds paid to Subcontractor hereunder, or any services delivered hereunder for the purpose of making audits, examinations, excerpts, copies and transcriptions. In addition, Subcontractor shall permit authorized representatives of LPHA and the Oregon Health Authority to perform site reviews of all services delivered by Subcontractor hereunder.

b. Retention of Records. Subcontractor shall retain and keep accessible all books, documents, papers, and records, that are directly related to this Contract, the funds paid to Subcontractor hereunder or to any services delivered hereunder, for a minimum of six (6) years, or such longer period as may be required by other provisions of this Contract or applicable law, following the termination or expiration of this Contract. If there are unresolved audit or other questions at the end of the above period, Subcontractor shall retain the records until the questions are resolved.

c. Expenditure Records. Subcontractor shall establish such fiscal control and fund accounting procedures as are necessary to ensure proper expenditure of and accounting for the funds paid to Subcontractor under this Contract. In particular, but without limiting the generality of the foregoing, Subcontractor shall (i) establish separate accounts for each type of service for which Subcontractor is paid under this Contract and (ii) document expenditures of funds paid to Subcontractor under this Contract for employee compensation in accordance with 2 CFR Subtitle B with guidance at 2 CFR Part 200 and, when required by LPHA, utilize time/activity studies in accounting for expenditures of funds paid to Subcontractor under this Contract for employee compensation. Subcontractor shall maintain accurate property records of non-expendable property, acquired with Federal Funds, in accordance with 2 CFR Subtitle B with guidance at 2 CFR Part 200.

d. Safeguarding of Client Information. Subcontractor shall maintain the confidentiality of client records as required by applicable state and federal law. Without limiting the generality of the preceding sentence, Subcontractor shall comply with the following confidentiality laws, as applicable: ORS 433.045, 433.075, 433.008, 433.017, 433.092, 433.096, 433.098, 42 CFR Part 2 and any administrative rule adopted by OHA implementing the foregoing laws, and any written policies made available to LPHA by OHA. Subcontractor shall create and maintain written policies and procedures related to the disclosure of client information and shall make such

policies and procedures available to LPHA and the Oregon Health Authority for review and inspection as reasonably requested.

e. **Information Privacy/Security/Access.** If the services performed under this Agreement requires Subcontractor to access or otherwise use any OHA Information Asset or Network and Information System to which security and privacy requirements apply, and OHA grants LPHA, its Subcontractor(s), or both access to such OHA Information Assets or Network and Information Systems, Subcontractor(s) shall comply and require its staff to which such access has been granted to comply with the terms and conditions applicable to such access or use, including OAR 943-014-0300 through OAR 943-014-0320, as such rules may be revised from time to time. For purposes of this section, "Information Asset" and "Network and Information System" have the meaning set forth in OAR 943-014-0305, as such rule may be revised from time to time.

3. **Alternative Formats of Written Materials.** In connection with the delivery of Program Element services, LPHA shall make available to LPHA Client, without charge, upon the LPHA Client's reasonable request:

a. All written materials related to the services provided to the LPHA Client in alternate formats.

b. All written materials related to the services provided to the LPHA Client in the LPHA Client's language.

c. Oral interpretation services related to the services provided to the LPHA Client to the LPHA Client in the LPHA Client's language.

d. Sign language interpretation services and telephone communications access services related to the services provided to the LPHA Client.

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

4. **Compliance with Law.** Subcontractor shall comply with all state and local laws, regulations, executive orders and ordinances applicable to the Contract or to the delivery of services hereunder. Without limiting the generality of the foregoing, Subcontractor expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable to the Contract: (a) all applicable requirements of state civil rights and rehabilitation statutes, rules and regulations; (b) all state laws governing operation of public health programs, including without limitation, all administrative rules adopted by the Oregon Health Authority related to public health programs; and (d) ORS 659A.400 to 659A.409, ORS 659A.145 and all regulations and administrative rules established pursuant to those laws in the construction, remodeling, maintenance and operation of any structures and facilities, and in the conduct of all programs, services and training associated with the delivery of services under this Contract. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Contract and required by law to be so incorporated. All employers, including Subcontractor, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. In addition, Subcontractor shall comply, as if it were LPHA thereunder, with the federal requirements set forth in Exhibit G to that certain 2025-2027 Intergovernmental Agreement for the Financing of Public Health Services between LPHA and the Oregon Health Authority dated as of July 1, 2025, which Exhibit is incorporated herein by this reference. For purposes of this Contract, all references in this Contract to federal and state laws are references to federal and state laws as they may be amended from time to time.

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5. Grievance Procedures. If Subcontractor employs fifteen (15) or more employees to deliver the services under this Contract, Subcontractor shall establish and comply with employee grievance procedures. In accordance with 45 CFR 84.7, the employee grievance procedures must provide for resolution of allegations of discrimination in accordance with applicable state and federal laws. The employee grievance procedures must also include "due process" standards, which, at a minimum, shall include:

a. An established process and time frame for filing an employee grievance.

b. An established hearing and appeal process.

c. A requirement for maintaining adequate records and employee confidentiality.

d. A description of the options available to employees for resolving disputes.

Subcontractor shall ensure that its employees and governing board members are familiar with the civil rights compliance responsibilities that apply to Subcontractor and are aware of the means by which employees may make use of the employee grievance procedures. Subcontractor may satisfy these requirements for ensuring that employees are aware of the means for making use of the employee grievance procedures by including a section in the Subcontractor employee manual that describes the Subcontractor employee grievance procedures, by publishing other materials designed for this purpose, or by presenting information on the employee grievance procedures at periodic intervals in staff and board meetings.

6. Independent Contractor. Unless Subcontractor is a State of Oregon governmental agency, Subcontractor agrees that it is an independent contractor and not an agent of the State of Oregon, the Oregon Health Authority or LPHA.

7. Indemnification. To the extent permitted by applicable law, Subcontractors that are not units of local government as defined in ORS 190.003, shall defend (in the case of the State of Oregon and the Oregon Health Authority, subject to ORS chapter 180), save and hold harmless the State of Oregon, the Oregon Health Authority, LPHA, and their officers, employees, and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever resulting from, arising out of or relating to the operations of the Subcontractor, including but not limited to the activities of Subcontractor or its officers, employees, Subcontractors or agents under this Contract.

8. Required Subcontractor Insurance Language.

a. First tier Subcontractor(s) that are not units of local government as defined in ORS 190.003 shall obtain, at Subcontractor's expense, and maintain in effect with respect to all occurrences taking place during the term of the contract, insurance requirements as specified in Exhibit I of the 2025-2027 Intergovernmental Agreement for the Financing of Public Health Services between LPHA and the Oregon Health Authority and incorporated herein by this reference.

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

9. Subcontracts. Subcontractor shall include Sections 1 through 7, in substantially the form set forth above, in all permitted subcontracts under this Agreement.

EXHIBIT I
SUBCONTRACTOR INSURANCE REQUIREMENTS

General Requirements. LPHA shall require its first tier Subcontractors(s) that are not units of local government as defined in ORS 190.003, if any, to: i) obtain insurance specified under TYPES AND AMOUNTS and meeting the requirements under ADDITIONAL INSURED, "TAIL" COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before the Subcontractors perform under contracts between LPHA and the Subcontractors (the "Subcontracts"), and ii) maintain the insurance in full force throughout the duration of the Subcontracts. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to OHA.

LPHA shall not authorize Subcontractors to begin work under the Subcontracts until the insurance is in full force. Thereafter, LPHA shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. LPHA shall incorporate appropriate provisions in the Subcontracts permitting it to enforce Subcontractor compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. Examples of "reasonable steps" include issuing stop work orders (or the equivalent) until the insurance is in full force or terminating the Subcontracts as permitted by the Subcontracts or pursuing legal action to enforce the insurance requirements. In no event shall LPHA permit a Subcontractor to work under a Subcontract when the LPHA is aware that the Subcontractor is not in compliance with the insurance requirements. As used in this section, a “first tier” Subcontractor is a Subcontractor with whom the LPHA directly enters into a Subcontract. It does not include a subcontractor with whom the Subcontractor enters into a contract.

Waiver. LPHA may request a waiver of the insurance requirements set forth in this Exhibit I by submitting a request to lpha.tribes@oha.oregon.gov. Any waiver granted shall be at the sole discretion of OHA and must be approved in writing. However, commercial general liability (CGL) insurance requirements will not be waived absent compelling circumstances, as determined solely by OHA. The granting of a waiver in one instance shall not constitute a waiver in any other instance, nor shall it modify or waive any other obligations under this Agreement.

TYPES AND AMOUNTS.

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

2. **PROFESSIONAL LIABILITY**

☒ **Required by OHA** ☐ **Not required by OHA.**

Professional Liability Insurance covering any damages caused by an error, omission or negligent act related to the services to be provided under the Subcontract, with limits not less than the following, as determined by OHA, or such lesser amount as OHA approves in writing:

☒ Per occurrence for all claimants for claims arising out of a single accident or occurrence:

Subcontract not-to-exceed under this Agreement:	Required Insurance Amount:
$0 - $1,000,000.	$1,000,000.
$1,000,001. - $2,000,000.	$2,000,000.
$2,000,001. - $3,000,000.	$3,000,000.
In excess of $3,000,001.	$4,000,000.

3. **COMMERCIAL GENERAL LIABILITY**

☒ **Required by OHA** ☐ **Not required by OHA.**

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

Bodily Injury, Death and Property Damage:

☒ Per occurrence for all claimants for claims arising out of a single accident or occurrence:

Subcontract not-to-exceed under this Agreement:	Required Insurance Amount:
$0 - $1,000,000.	$1,000,000.
$1,000,001. - $2,000,000.	$2,000,000.
$2,000,001. - $3,000,000.	$3,000,000.
In excess of $3,000,001.	$4,000,000.

4. AUTOMOBILE LIABILITY INSURANCE

☒ **Required by OHA** ☐ **Not required by OHA.**

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

Bodily Injury, Death and Property Damage:

☒ Per occurrence for all claimants for claims arising out of a single accident or occurrence:

Subcontract not-to-exceed under this Agreement:	Required Insurance Amount:
$0 - $1,000,000.	$1,000,000.
$1,000,001. - $2,000,000.	$2,000,000.
$2,000,001. - $3,000,000.	$3,000,000.
In excess of $3,000,001.	$4,000,000.

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

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

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

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

EXHIBIT J
Information required by CFR Subtitle B with guidance at 2 CFR Part 200

PE12-01 Public Health Emergency Preparedness and Response (PHEP)

Federal Award Identification Number:	NU90TU000054
Federal Award Date:	
Budget Performance Period:	07/01/2025-06/30/2026
Awarding Agency:	CDC
CFDA Number:	93.069
CFDA Name:	Public Health Emergency Preparedness
Total Federal Award:	8465953
Project Description:	Public Health Emergency Preparedness (PHEP) Cooperative Agreement
Awarding Official:	Rachel M Forche
Indirect Cost Rate:	17.79
Research and Development (T/F):	FALSE
HIPPA	No
PCA:	TBD
Index:	TBD

Agency	UEI	Amount	Grand Total:
Marion	DECEM6WK8J17	$129,816.00	$129,816.00

PE36 Alcohol & Drug Prevention Education Program (ADPEP)

Federal Award Identification Number:	B08TI087061	B08TI088128
Federal Award Date:	07/22/24	02/24/25
Budget Performance Period:	10/1/23 - 9/30/25	10/1/24 - 9/30/26
Awarding Agency:	SAMHSA	SAMSHA
CFDA Number:	93.959	93.959
CFDA Name:	Block Grants for Prevention and Treatment of Substance Abuse	Block Grants for Prevention and Treatment of Substance Abuse
Total Federal Award:	$26,192.258	6,546,489
Project Description:	Substance Abuse Prevention, Treatment, and Recovery Services Block Grant	Substance Abuse Prevention, Treatment, and Recovery Services Block Grant
Awarding Official:	Anthony Provenzano	Anthony Provenzano
Indirect Cost Rate:	16.63%	16.96%
Research and Development (T/F):	FALSE	FALSE
HIPPA	No	No
PCA:	52534	52803
Index:	50341	50341

Agency	UEI	Amount	Amount	Grand Total:
Marion	DECEM6WK8J17	$73,095.50	$219,286.50	$292,382.00

PE40-01 WIC NSA: July - September

Federal Award Identification Number:	TBD	TBD	TBD
Federal Award Date:			
Budget Performance Period:	10/1/24-9/30/25	10/1/24-9/30/25	10/1/24-9/30/25
Awarding Agency:	FNS, USDA	FNS, USDA	FNS USDA
CFDA Number:	10.557	10.557	10.557
CFDA Name:	Women Infants & Children	WIC NSA Grant	WIC NSA Grant
Total Federal Award:	TBD	TBD	TBD
Project Description:	WIC ADMIN	WIC Nutrition Education	WIC Breastfeeding Promotion
Awarding Official:	Western Region, FNS, USDA	USDA Western Region	USDA Western Region
Indirect Cost Rate:	0, 100% pass through	0	0
Research and Development (T/F):	FALSE	FALSE	FALSE
HIPPA	No	No	No
PCA:	52441	52443	52442
Index:	50331	50331	50331

Agency	UEI	Amount	Amount	Amount	Grand Total:
Marion	DECEM6WK8J17	$246,015.00	$64,276.00	$11,089.00	$321,380.00

PE40-02 WIC NSA: October - June

Federal Award Identification Number:	TBD	TBD	TBD
Federal Award Date:			
Budget Performance Period:	10/01/2025-09/30/2026	10/01/2025-09/30/2026	10/01/2025-09/30/2026
Awarding Agency:	FNS USDA	FNS USDA	FNS USDA
CFDA Number:	10.557	10.557	10.557
CFDA Name:	Women Infant Children	Women Infant Children	Women Infant Children
Total Federal Award:	TBD	TBD	TBD
Project Description:	WIC NSA Grant	WIC NSA Grant	WIC NSA Grant
Awarding Official:	Western Region, FNS, USDA	Western Region, FNS, USDA	Western Region, FNS, USDA
Indirect Cost Rate:	0	0	0
Research and Development (T/F):	FALSE	FALSE	FALSE
HIPPA	No	No	No
PCA:	52441	52443	52442
Index:	50331	50331	50331

Agency	UEI	Amount	Amount	Amount	Grand Total:
Marion	DECEM6WK8J17	$738,043.00	$192,828.00	$33,268.00	$964,139.00

PE42-11 MCAH Title V

Federal Award Identification Number:	B0454571
Federal Award Date:	03/19/25
Budget Performance Period:	10/01/2024 - 9/30/2026
Awarding Agency:	DHHS/HRSA
CFDA Number:	93.994
CFDA Name:	Maternal and Child Health Services Block Grant to the States
Total Federal Award:	$2,839,952
Project Description:	Maternal and Child Health Services
Awarding Official:	Summer Puckett
Indirect Cost Rate:	10%
Research and Development (T/F):	FALSE
HIPPA	No
PCA:	52272
Index:	50336

Agency	UEI	Amount	Grand Total:
Marion	DECEM6WK8J17	$126,159.00	$126,159.00

PE42-12 MCAH Oregon Mothers Care Title V

Federal Award Identification Number:	B0454571
Federal Award Date:	03/19/25
Budget Performance Period:	10/01/2024 - 9/30/2026
Awarding Agency:	DHHS/HRSA
CFDA Number:	93.994
CFDA Name:	Maternal and Child Health Services Block Grant to the States
Total Federal Award:	$2,839,952
Project Description:	Maternal and Child Health Services
Awarding Official:	Summer Puckett
Indirect Cost Rate:	10%
Research and Development (T/F):	FALSE
HIPPA	No
PCA:	52275
Index:	50336

Agency	UEI	Amount	Grand Total:
Marion	DECEM6WK8J17	$3,156.00	$3,156.00

PE50 Safe Drinking Water (SDW) Program (Vendors)

Federal Award Identification Number:	State Funds	State Funds	02J58701	02J90801	TBD
Federal Award Date:			04/15/24	01/06/25	
Budget Performance Period:			03/01/2024-02/28/2027	10/1/2024-09/30/2025	10/1/2025-09/30/2026
Awarding Agency:			Environmental Protection Agency (EPA)	Environmental Protection Agency (EPA)	Environmental Protection Agency (EPA)
CFDA Number:			66.468	66.432	66.432
CFDA Name:			Capitalization Grants for Drinking Water State Revolving Funds	State Public Water System Supervision	State Public Water System Supervision
Total Federal Award:			7428000	428250	TBD
Project Description:			Oregon's Drinking Water State Revolving Fund, Base Program: Appropriation for FFY2023	State of Oregon Public Water System Supervision - FY25	State of Oregon Public Water System Supervision - FY25
Awarding Official:			Catelyn Jones	Tiffany Eastman	TBD
Indirect Cost Rate:			17.79%	16.96%	16.96%
Research and Development (T/F):	FALSE	FALSE	FALSE	FALSE	FALSE
HIPPA	No	No	No	No	No
PCA:	51283	51058	51754	51331	TBD1
Index:	50204	50204	50204	50204	50204

Agency	UEI	Amount	Amount	Amount	Amount	Amount	Grand Total:
Marion	DECEM6WK8J17	$46,946.34	$15,648.78	$46,946.34	$11,736.59	$35,209.75	$156,487.80

PE81-01 HIV/STI Statewide Services (HSSS) Federal Funds

Federal Award Identification Number:	NU62PS924848	NU62PS924848
Federal Award Date:		
Budget Performance Period:	TBD	TBD
Awarding Agency:	CDC	CDC
CFDA Number:	93.940	93.940
CFDA Name:	HIV Prevention Activities Health Department Based	HIV Prevention Activities Health Department Based
Total Federal Award:	$2,128,141	TBD
Project Description:	Oregon Health Authority HIV Surveillance And Prevention Program	Oregon Health Authority HIV Surveillance And Prevention Program
Awarding Official:	Nasima Marguerite Camp	TBD
Indirect Cost Rate:	16.96%	16.96%
Research and Development (T/F):	FALSE	FALSE
HIPPA	No	No
PCA:	TBD1	TBD2
Index:	50403	50403

Agency	UEI	Amount	Amount	Grand Total:
Marion	DECEM6WK8J17	$121,489.00	$11,044.00	$132,533.00

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MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: 7/23/25

Department: Health & Human Services

Title: OHA IGA #PO-44300-00044282 for A&D Fund

Management Update/Work Session Date: 7/8/25 **Audio/Visual aids** ☐

Time Required: 10 min **Contact:** Kristina Ballow **Phone:** 503-588-5409

Requested Action:
Seeking Approval of the contract with Oregon Health Authority for Intoxicated Driver Program Funds.

Issue, Description & Background:
#PO-44300-00044282: 2025-2027 Intergovernmental Agreement for the Financing of Mental Health, Addiction Treatment, Recovery & Prevention, and Problem Gambling Services.

A&D 65 (Intoxicated Driver Program Fund)

7/1/25-6/30/26 $70,058.00 for DUII Treatment Services and DUII Education services for Veterans

7/1/26-6/30/27 $70,058.00 for DUII Treatment Services and DUII Education services for Veterans

Financial Impacts:
Total contract amount $140,116.00

Impacts to Department & External Agencies:
Health and Human Services anticipates no financial impact to other departments.

List of attachments:
IGA and attached exhibits

Presenter:
Carol Heard

Department Head Signature:
DocuSigned by:
Ryan Matthews
7D28A787656F458...

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Contract Review Sheet

Intergovernmental Agreement **HE-6736-25**

Title: **A&D IGA# PO-44300-00044282**

Contractor's Name: **Oregon Health Authority**

Department: **Health and Human Services** Contact: **Kristina Ballow**

Analyst: **Chalyce MacDonald** Phone #: **(503) 588-5409**

Term - Date From: **July 1, 2025** Expires: **June 1, 2027**

Original Contract Amount: **$ 140,116.00** Previous Amendments Amount: **$ -**

Current Amendment: **$ -** New Contract Total: **$ 140,116.00** Amd% **0%**

Incoming Funds ☐ Federal Funds ☐ Reinstatement ☐ Retroactive ☐ Amendment greater than 25%

Source Selection Method: **ORS190 Intergovernmental Agreement**

Description of Services or Grant Award

#PO-44300-00044282: 2025-2027 Intergovernmental Agreement for the Financing of Mental Health, Addiction Treatment, Recovery & Prevention, and Problem Gambling Services.

A&D 65 (Intoxicated Driver Program Fund)

7/1/25-6/30/26 $70,058.00 for DUII Treatment Services and DUII Education services for Veterans

7/1/26-6/30/27 $70,058.00 for DUII Treatment Services and DUII Education services for Veterans

Desired BOC Session Date:	**7/23/2025**	Contract should be in DocuSign by:	**7/2/2025**
Agenda Planning Date	**7/10/2025**	Printed packets due in Finance:	**7/8/2025**
Management Update	**7/8/2025**	BOC upload / Board Session email:	**7/9/2025**

BOC Session Presenter(s) **Carol Heard** Code: **Y**

REQUIRED APPROVALS

DocuSigned by: A3538E7AEC704F4...	6/25/2025	Signed by: Kristina Ballow A38C58E8078E42B...	6/25/2025
Finance - Contracts	Date	Contract Specialist	Date
Signed by: Scott Norris 60C98A6F708240B...	6/25/2025	DocuSigned by: Jan Fritz DC16351248DE4EC...	6/25/2025
Legal Counsel	Date	Chief Administrative Officer	Date

Docusign Envelope ID: 8CF1F7D0-16E9-45DF-93E4-3F2685AF2BE0

REQUEST FOR AUTHORIZATION OF CONTRACT
HE-6736-25

Date: June 13, 2025
To: Chief Administrative Officer
Cc: Contract File
From: Kristina Ballow

I. Subject: Retroactive

The Marion County Health and Human Services (MCHHS) is requesting approval of a retroactive contract as described in Section 10-0580 of the Marion County Public Contracting Rules. The contract is with the Oregon Health Authority (OHA) for A&D IGA# PO-44300-00044282 with a value of $140,116.00 and will be effective retroactive to 7/1/2025 upon approval.

A. BACKGROUND

This is incoming funds through an Intergovernmental Agreement from OHA to MCHHS to provide financing for Mental Health, Addictions Treatment, Recovery and Prevention, and Problem Gambling Services. This Agreement shall become effective on July 1, 2025.

B. As required in Section 10-0580(2)(a), Department staff will provide an explanation of why the contract was not submitted before performance began:

On June 13, 2025, MCHHS received the Intergovernmental Agreement from OHA. Upon receipt, the Contracts Department began reviewing the agreement and associated statements of work to ensure alignment with program requirements.

As part of standard procedure, the contracts process involves multiple departments to ensure compliance with internal policies and state requirements. Due to the time required for this multi-step review, the agreement will be processed retroactively to reflect the intended start date and maintain continuity of services.

C. As required in Section 10-0580(2)(b), Department staff will provide a description of the steps being taken to prevent similar occurrences in the future:

MCHHS is committed to coordinating with all relevant departments and contractors throughout the contract review and drafting process. We will continue to collaborate with OHA to ensure that agreements are received by the County with adequate lead time for processing, thereby avoiding the need for retroactive implementation.

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Submitted by:

Signed by:
Kristina Ballow
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Kristina Ballow
Health and Human Services

Reviewed by:

DocuSigned by:
A3538E7AEC704F4...

Contracts & Procurement

Acknowledged by:

DocuSigned by:
Ryan Matthews
7D28A787656F458...

Department Head

Acknowledged by:

DocuSigned by:
Jan Fritz
DC16351248DE4EC...

Jan Fritz, CAO

Docusign Envelope ID: 8CF1F7D0-16E9-45DF-93E4-3F2685AF2BE0

Agreement Number PO-44300-00044282

STATE OF OREGON
INTERGOVERNMENTAL AGREEMENT

You can get this document in other languages, large print, braille, or a format you prefer free of charge. Contact the Agreement Administrator at the contact information found below. We accept all relay calls.

This Agreement is between the State of Oregon, acting by and through its Oregon Health Authority, hereinafter referred to as "**OHA**," and

Marion County Health Department
PO Box 13309
Salem, Oregon 97309
Attention: Ryan Matthews
Telephone: 503-614-2792
E-mail address: Rmatthews@co.marion.or.us

hereinafter referred to as "**County**."

Work to be performed under this Agreement relates principally to OHA's

Health Systems
Behavioral Health Addiction Services Program
500 Summer Street N.E.
Salem, Oregon 97301
Agreement Administrator: Stanlee Menniti delegate
Telephone: 503-945-5772
E-mail address: Stanlee.Menniti2@oha.oregon.gov

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1. **Effective Date and Duration**. This Contract shall become effective on **July 1, 2025,** provided it is (i) approved in writing by the Oregon Department of Justice, and (ii) when required, approved in writing by the Oregon Department of Administrative Services, and (iii) is signed by all parties, regardless of the date of the parties' signatures. Unless extended or terminated earlier in accordance with its terms, this Contract shall expire on **June 30, 2027**. Contract termination shall not extinguish or prejudice OHA's right to enforce this Contract with respect to any default by Contractor 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: Statement of Work
   (2) Exhibit A, Part 2: Payment and Financial Reporting
   (3) Exhibit A, Part 3 Special Provisions
   (4) Exhibit B: Standard Terms and Conditions
   (5) Exhibit C: Subcontractor Insurance Requirements
   (6) Exhibit D: RESERVED
   (7) Exhibit E: Financial Pages

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

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

3. **Consideration**.

   a. The maximum not-to-exceed amount payable to County under this Agreement, which includes any allowable expenses, is set forth in **"Exhibit E, Financial Pages"** OHA will not pay County any amount in excess of the not-to-exceed amount for completing the Work, and will not pay for Work until this Agreement has been signed by all parties.

   b. OHA will pay only for completed Work under this Agreement, and may make interim payments as provided for in Exhibit A. For purposes of this Agreement, "Work" means specific work to be performed or services to be delivered by County as set forth in Exhibit A.

4. **Contractor Determination**. In accordance with the State Controller's Oregon Accounting Manual, policy 30.40.00.104, OHA's determination is that:

   ☐ County is a contractor ☒ Not applicable

   Assistance Listings number(s) of federal funds to be paid through this Agreement: N/A

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5. County Information and Certification.

a. County Information. This information is requested pursuant to ORS 305.385.

PLEASE PRINT OR TYPE THE FOLLOWING INFORMATION:

County Name (exactly as filed with the IRS): Marion County, Oregon

Street address: PO Box 14500

City, state, zip code: Salem, Oregon 97309

Email address: rmatthews@co.marion.or.us

Telephone: 503-361-2670 Telephone:

Proof of Insurance. County shall provide the following information upon submission of the signed Agreement. All insurance listed herein must be in effect prior to Agreement execution.

Workers' Compensation Insurance County self-insured

Company: Policy #: NA Expiration Date: NA

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

(1) County 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) County and that pertains to this Agreement or to the project for which the Agreement work is being performed. County 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. The Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against County, in addition to any remedies that may be available to OHA under this Agreement;

(2) The information shown in Section 5.a. "County Information", is County's true, accurate and correct information;

(3) To the best of the undersigned's knowledge, County has not discriminated against and will not discriminate against minority, women or emerging small business enterprises certified under ORS 200.055 in obtaining any required subcontracts;

(4) County and County'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*;

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(5) County 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/SAM*;

(6) County is not subject to backup withholding because:

(a) County is exempt from backup withholding;

(b) County has not been notified by the IRS that County is subject to backup withholding as a result of a failure to report all interest or dividends; or

(c) The IRS has notified County that County is no longer subject to backup withholding; and

(7) County's Federal Employer Identification Number (FEIN) provided to OHA is true and accurate. If this information changes, County shall provide OHA with the new FEIN within 10 days.

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

COUNTY: YOU WILL NOT BE PAID FOR WORK PERFORMED PRIOR TO NECESSARY STATE APPROVALS.

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.

Marion County Health Department
By:

County signatures on next page	Ryan Matthews
Authorized Signature	Printed Name
HHS Administrator	
Title	Date

State of Oregon acting by and through its Oregon Health Authority
By:

Authorized Signature	Printed Name
Title	Date

Approved by: Director, OHA Behavioral Health Division
By:

Authorized Signature	Printed Name
Title	Date

Approved for Legal Sufficiency:

Not Required per OAR 137-045-0030(1)(b)

Oregon Department of Justice — Date

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SIGNATURE PAGE FOR
A&D IGA# PO-44300-00044282 - HE-6736-25
between
MARION COUNTY and OREGON HEALTH AUTHORITY

MARION COUNTY SIGNATURES
BOARD OF COMMISSIONERS:

Chair	Date
Commissioner	Date
Commissioner	Date
Authorized Signature: DocuSigned by: Ryan Matthews 7D28A787656F458...	6/25/2025
Department Director or designee	Date
Authorized Signature: DocuSigned by: Jan Fritz DC16351248DE4EC...	6/25/2025
Chief Administrative Officer	Date
Reviewed by Signature: Signed by: Scott Norris 60C98A6F708240B...	6/25/2025
Marion County Legal Counsel	Date
Reviewed by Signature: DocuSigned by: A3538E7AEC704F4...	6/25/2025
Marion County Contracts & Procurement	Date

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EXHIBIT A

Part 1
Statement of Work

1. **Purpose:** Contractor shall provide services for Alcohol and drug abuse, adult residential treatment, and problem gambling services as described below. OHA requires that the Contractor meets the highest standards prevalent in the industry or business most closely involved in providing the appropriate goods or services.

2. **Services to be provided by Contractor shall include:** Where referenced in this Contract, "Contract Settlement" means OHA's reconciliation of amounts OHA actually disbursed to Contractor against amounts that OHA is obligated to pay to Contractor for services provided under this Contract. Contract Settlement can occur following the end of a biennial period, upon termination or expiration of this Contract. Contractor Shall provide the following:

a. Service Name: **INTOXICATED DRIVER PROGRAM FUND (IDPF)**

Service ID Code: **A&D 65**

(1) Service Description

The Intoxicated Driver Program Fund (IDPF) supports the delivery of:

(a) Eligible Services to individuals who have been adjudicated in an Oregon court for Driving Under the Influence of Intoxicants (DUII) or Minor in Possession (MIP); and

(b) Special Services provided for individuals adjudicated for DUII.

(c) Definitions

i. "Eligible Individual" means an Oregon resident who:

A. Has a household income below 225% of the US Federal Poverty Guidelines as they are periodically updated at: https://aspe.hhs.gov/poverty-guidelines; and

B. Is not eligible for Medicaid or is underinsured.

ii. "Information programs" means educational services for Individuals who have been adjudicated for an MIP, and do not meet diagnostic criteria for a substance use disorder.

iii. "Treatment" means medically necessary and appropriate services for Individuals who meet diagnostic criteria for a current substance use disorder.

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iv. "Underinsured" means a household with out-of-pocket medical expenses greater than 5% of the household's annual income.

v. "Veteran" means an individual who has served in the Armed Forces or who the Veterans Administration has determined to be eligible for Veterans Administration benefits.

(2) Performance Requirements

(a) Providers of Services paid through this Contract must have a current Certificate and accompanying letter issued by OHA in accordance with OAR 309-008-0100 through 309-008-1600, as such rules may be revised from time to time.

(b) DUII services providers paid through this Contract must meet and comply with the program standards set forth in OAR 309-019-0195, as such rules may be revised from time to time.

(c) Providers of Services paid through this Contract must include sufficient information in the Individual's service record to document eligibility in the event of an audit. Examples include but are not limited to:

i. Proof of income.

ii. Proof of household size.

iii. Medicaid eligibility denial documentation.

iv. Out-of-pocket medical expenses documentation.

(d) Eligible Services are limited to:

i. Providing treatment for Eligible Individuals who enter diversion agreements for DUII under ORS 813.200; or

ii. Providing treatment for Eligible Individuals convicted of DUII as required under ORS 813.021; or

iii. Providing treatment or information programs for Eligible Individuals convicted of MIP as required under ORS 471.432; or

iv. Providing DUII Education services as outlined in OAR 309-019-0195 for veterans regardless of whether they are an Eligible Individual or not.

(e) Special Services paid through this Contract are for Individuals who enter a diversion agreement for or are convicted of DUII whether they are an Eligible Individual or not. Special Services are limited to:

i. Services required to enable an Individual with a disability to participate in treatment at a division approved DUII

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services provider as required by ORS 813.021 or ORS 813.200; or

ii. Services required to enable an Individual whose proficiency in the use of English is limited because of the person's national origin to participate in treatment at a division approved DUII services provider as required by ORS 813.021 or ORS 813.200.

iii. Services may only be due to the Individual's disability or limited proficiency in the use of English.

(f) OHA will follow the Behavioral Health Fee Schedule in making payments for Eligible Services including fee-for-service reimbursement for interpreter services. The Behavioral Health Fee Schedule is available at: https://www.oregon.gov/oha/HSD/OHP/Pages/Fee-Schedule.aspx. At no time will OHA provide payments above the Behavioral Health Fee Schedule for Eligible Services.

(g) DUII Education services for veterans will be reimbursed at the equivalent fee-for-service reimbursement rate using the Behavioral Health Fee Schedule.

(h) For Special Services, OHA will make payments based on the Contractor's actual cost up to $500 per Individual. To receive payment for Special Services costs exceeding $500 per Individual, Contractor must obtain OHA's approval of the Special Services prior to incurring such costs.

(3) Reporting Requirements

All Individuals receiving A&D 65 Services with payments made through this Contract must be enrolled and that Individual's record maintained in the Measures and Outcomes Tracking System (MOTS) as specified in OHA's MOTS Reference Manual located at: https://www.oregon.gov/oha/hsd/amh/pages/reporting-requirements.aspx, and the Who Reports in MOTS Policy, as follows:

Which Behavioral Health Providers are Required to Report in MOTS?

The data collection system for the Behavioral Health Division (BHD) is the Measures and Outcomes Tracking System or MOTS. In general, behavioral health providers who are either licensed or have a letter of approval from the BHD (or the former Health Systems Division [HSD]) and receive public funds to provide treatment services are required to report to MOTS. In addition to the general rule above, there are four basic ways to classify who is required to submit data to MOTS:

(a) Providers with BHD contracts that deliver treatment services (this includes Community Mental Health Programs [CMHP], Local

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Mental Health Authorities [LMHA], and other types of community behavioral health providers); these programs should all have a license or letter of approval from the BHD or AMH;

(b) Providers that are subcontractors (can be a subcontractor of a CMHP or other entity that holds a contract with BHD or OHA, such as a Mental Health Organization [MHO], or a Coordinated Care Organization [CCO]);

(c) Providers that BHD does not contract with but are required to submit data to MOTS by State/Federal statute or rule; these include DUII services providers and methadone maintenance providers; and

(d) Providers that contract with other governmental agencies (e.g., Oregon Youth Authority [OYA] or the Department of Corrections [DOC] to deliver mental health and/or substance abuse services).

(e) When data is available from the OHA ROADS system to obtain the above information without this reporting requirement, provider will receive written notification from OHA and reporting requirement will be amended.

Note: Primary care physicians that provide a single service on behalf of the CMHP are not required to report the MOTS status or service level data.

If there are any questions, contact MOTS Support at MOTS.Support@odhsoha.oregon.gov.

(4) Special Reporting Requirements

None

(5) Payment Calculation, Disbursement, and Confirmation of Performance and Reporting Requirements Procedures

OHA provides payments for A&D 65 Services through Part C payments. The payment type is identified in Exhibit E, "Financial Pages," on lines in which column "Part ABC," contains an "A" for Part A payment and a "C" for Part C payment. OHA provides payment for A&D 65 Services through Part A payments for non-Medicaid-eligible Services. Contractor and Service Providers shall maintain compliance with OAR 410-172-0600 through 0860 Medicaid Payment for Behavioral Health, and OAR 943-120-0310 through 0320 Provider Enrollment Services.

Payments provided to Contractor or Service Providers are subject to the following:

(a) OHA shall not authorize in aggregate, under this "Payment Calculation, Disbursement, and Confirmation of Performance and Reporting Requirements Procedures" section, payments requested for A&D 65 Services in excess of the contractual Not-to-Exceed

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amount. "Total aggregate payments" means the total of all payments authorized in Exhibit E, "Financial Pages." The monthly payment will be prorated for any month in which the Individual does not receive A&D 65 Services for a portion of the month.

Payments received by the Contractor or Service Provider from an Individual, the Individual's health insurance provider, another person's health insurance provider under which Individual is also covered, or any other Third-Party Resource (TPR) in support of Individual's care and Services, in addition to payments received under this Contract for the same Service, during the same time period or date of Service for the same Individual, must be returned to OHA unless TPR payment received are used to provide additional Service – increasing capacity – under the same Service Element for which payment from OHA and TPR was received.

(b) Contractor must make reasonable efforts to obtain payment first from other resources consistent with OAR 410-120-1280. Contractor is obligated to report to OHA, by email at hsd.contracts@odhsoha.oregon.gov, any TPR payments received, no later than 30 calendar days following expiration of this Contract. The following information shall be provided:

- **i.** OHA Contract name and number;
- **ii.** Client name and date of birth;
- **iii.** Service for which payment was received;
- **iv.** Date of service covered by payment;
- **v.** Date of TPR payment received by Contractor or Service Provider; and
- **vi.** Amount of payment.

(c) Contractor is not entitled to payment in combination with Medicaid payments for the same Service, during the same time period or date of Services for the same Individual;

(d) OHA is not obligated to provide payments for any A&D 65 Services that are not properly reported in accordance with the "Reporting Requirements" and "Special Reporting Requirements" sections of this Contract or as required in an applicable Specialized Service Requirement by the date 60 calendar days after the earlier of expiration or termination of this Contract, termination of OHA's obligation to provide payment for A&D 65 Services, or termination of Contractor's obligation to include the Program Area in which A&D 65 Services fall.

(e) **Part C Payments**:

The Part C payments are calculated and applied as follows:

Unless a different payment method is specified in that line of Exhibit E, "Financial Pages," OHA will provide the Part C

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payments for A&D 65 Services provided under a particular line of the Financial Pages containing a "C" in column "Part ABC" to Contractor per receipt and approval of a written invoice with required attachments, as specified below, in the monthly allotment during the period specified in that line of the Financial Pages. Invoice and required attachments are due no later than 45 calendar days following the end of the subject month or quarter and must be submitted to hsd.contracts@odhsoha.oregon.gov with the subject line "Invoice, contract # (your contract number), contractor name." Payments provided by OHA shall be subject to the limitations described in this A&D 65 Service Description and Contract.

i. For A&D 65 Services to Medicaid-eligible Individuals for whom the Services provided are not covered under Medicaid but are medically appropriate, Contractor shall attach a copy of the Plan of Care (POC) and Coordinated Care Organization (CCO) refusal of payments for the item or A&D 65 Service. OHA will provide payment at the Medicaid Fee Schedule rate. At no time will OHA provide payment above the Medicaid Fee Schedule rate for A&D 65 Services.

ii. For A&D 65 Services to non-Medicaid-eligible Individuals, Contractor shall attach a copy of the bill or receipt, for the item or A&D 65 Service, to a combined monthly invoice, itemized by Individual.

(f) Confirmation of Performance and Reporting Requirements:

Contractor shall be required to demonstrate through the data properly reported, in accordance with the "Reporting Requirements" and "Special Reporting Requirements" sections, the qualifying Services to which these A&D 65 Services can be attributed, how payments provided for A&D 65 Services were utilized consistent with the terms and limitations herein to meet the performance requirements of the A&D 65 Service Description, and that Contractor shall be subject to the monitoring and review of performance requirements and quality measures by the OHA Contract Administrator for the Program under which these A&D 65 Services fall and subject to the terms and limitations in this Contract.

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EXHIBIT A

Part 2
Payment and Financial Reporting

1. **Payment Provisions.** OHA agrees to pay Contractor for accomplishing the Work required by this Contract, subject to the provisions of each of the services described in Exhibit A, and Exhibit E., Financial Pages.

2. **Travel and Other Expenses.** OHA will not reimburse Contractor for any travel or additional expenses under this contract.

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EXHIBIT A

Part 3
Special Provisions

1. Confidentiality of Client Information.

a. All information as to personal facts and circumstances obtained by County on the client shall be treated as privileged communications, shall be held confidential, and shall not be divulged without the written consent of the client, the client's guardian, or the responsible parent when the client is a minor child, or except as required by other terms of this Agreement. Nothing prohibits the disclosure of information in summaries, statistical, or other form, which does not identify particular individuals.

b. The use or disclosure of information concerning clients shall be limited to persons directly connected with the administration of this Agreement. Confidentiality policies shall be applied to all requests from outside sources.

c. OHA, County, and any subcontractor will share information as necessary to effectively serve OHA clients.

2. Amendments.

a. OHA reserves the right to amend or extend the Agreement under the following general circumstances:

(1) OHA may extend the Agreement for additional periods of time up to a total Agreement period of 5 years, and for additional money associated with the extended period(s) of time. The determination for any extension for time may be based on OHA's satisfaction with performance of the work or services provided by County under this Agreement.

(2) OHA may periodically amend any payment rates throughout the life of the Agreement proportionate to increases in Portland Metropolitan Consumer Price Index; and to provide Cost Of Living Adjustments (COLA) if OHA so chooses. Any negotiation of increases in rates to implement a COLA will be as directed by the Oregon State Legislature.

b. OHA further reserves the right to amend the Statement of Work **f**or the following:

(1) Programmatic changes/additions or modifications deemed necessary to accurately reflect the original scope of work that may not have been expressed in the original Agreement or previous amendments to the Agreement;

(2) Implement additional phases of the Work; or

(3) As necessitated by changes in Code of Federal Regulations, Oregon Revised Statutes, or Oregon Administrative Rules which, in part or in combination, govern the provision of services provided under this Agreement.

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c. Upon identification, by any party to this Agreement, of any circumstance which may require an amendment to this Agreement, the parties may enter into negotiations regarding the proposed modifications. Any resulting amendment must be in writing and be signed by all parties to the Agreement before the modified or additional provisions are binding on either party. All amendments must comply with Exhibit B, Section 22., "Amendments" of this Agreement.

3. County Requirements to Report Abuse of Certain Classes of Persons.

a. County shall comply with, and cause all employees to comply with, the applicable laws for mandatory reporting of abuse for certain classes of persons in Oregon, including:

(1) Children (ORS 419B.005 through 419B.045);

(2) Elderly Persons (ORS 124.055 through 124.065);

(3) Residents of Long Term Care Facilities (ORS 441.630 through 441.645);

(4) Adults with Mental Illness or Developmental Disabilities (ORS 430.735 through 430.743);

(5) Abuse of Individuals Living in State Hospitals (OAR 943-045-0400 through 945-045-0520).

b. County shall immediately make reports of suspected abuse of persons who are members of the classes established in Section 3.a. above to Oregon's Statewide Abuse Reporting Hotline: 1-855-503-SAFE (7233) or local law enforcement, as a requirement of this Agreement. The County does not need to know abuse occurred, just suspect abuse, to be required to report.

c. In addition to the requirements of Sections 3.a. and 3.b. above, if law enforcement is notified regarding a report of child abuse, neglect, or threat of harm, County shall also notify the local Child Protective Services Office of the Oregon Department of Human Services within 24 hours. If law enforcement is notified regarding a report of abuse of elderly, long term care facility residents, adults with mental illness or developmental disabilities, County shall also notify the local Aging and People with Disabilities Office of the Oregon Department of Human Services within 24 hours.

d. If known, the abuse report must contain the following:

(1) The name and address of the abused person and any people responsible for that person's care;

(2) The abused person's age;

(3) The nature and the extent of the abuse, including any evidence of previous abuse;

(4) The explanation given for the abuse;

(5) The date of the incident; and

(6) Any other information that might be helpful in establishing the cause of the abuse and the identity of the abuser.

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4. **Equal Access to Services**. County shall provide equal access to covered services for both males and females under 18 years of age, including access to appropriate facilities, services and treatment, to achieve the policy in ORS 417.270.

5. **Media Disclosure**. County will not provide information to the media regarding a recipient of services purchased under this Agreement without first consulting the OHA office that referred the child or family. County will make immediate contact with the OHA office when media contact occurs. The OHA office will assist County with an appropriate follow-up response for the media.

6. **Nondiscrimination**. County must provide services to OHA clients without regard to race, religion, national origin, sex, age, marital status, sexual orientation or disability (as defined under the Americans with Disabilities Act). Contracted services must reasonably accommodate the cultural, language and other special needs of clients.

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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 the parties that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within a circuit court for the State of Oregon of proper jurisdiction. THE PARTIES, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENT TO THE IN PERSONAM JURISDICTION OF SAID COURTS. Except as provided in this section, neither party waives any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. The parties acknowledge that this is a binding and enforceable agreement and, to the extent permitted by law, expressly waive any defense alleging that either party does not have the right to seek judicial enforcement of this Agreement.

2. **Compliance with Law**. Both parties shall comply with laws, regulations and executive orders to which they are subject and which are applicable to the Agreement or to the Work. Without limiting the generality of the foregoing, both parties expressly agree to comply with the following laws, regulations and executive orders to the extent they are applicable to the Agreement: (a) all applicable requirements of state civil rights and rehabilitation statutes, rules and regulations; (b) all state laws requiring reporting of client abuse; (c) ORS 659A.400 to 659A.409, ORS 659A.145 and all regulations and administrative rules established pursuant to those laws in the construction, remodeling, maintenance and operation of any structures and facilities, and in the conduct of all programs, services and training associated with the Work. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated. All employers, including County and OHA, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Nothing in this Agreement shall require County or OHA to act in violation of state or federal law or the Constitution of the State of Oregon.

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

4. **Representations and Warranties**.

   a. County represents and warrants as follows:

   (1) Organization and Authority. County is a political subdivision of the State of Oregon duly organized and validly existing under the laws of the State of Oregon. County has full power, authority and legal right to make this Agreement and to incur and perform its obligations hereunder.

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(2) Due Authorization. The making and performance by County of this Agreement (a) have been duly authorized by all necessary action by County and (b) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of County's charter or other organizational document and (c) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which County is a party or by which County may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by County of this Agreement.

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

(4) County has the skill and knowledge possessed by well-informed members of its industry, trade or profession and County will apply that skill and knowledge with care and diligence to perform the Work in a professional manner and in accordance with standards prevalent in County's industry, trade or profession;

(5) County shall, at all times during the term of this Agreement, be qualified, professionally competent, and duly licensed to perform the Work; and

(6) County prepared its proposal related to this Agreement, if any, independently from all other proposers, and without collusion, fraud, or other dishonesty.

b. OHA represents and warrants as follows:

(1) Organization and Authority. OHA has full power, authority and legal right to make this Agreement and to incur and perform its obligations hereunder.

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

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

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

5. **Funds Available and Authorized Clause**.

a. The State of Oregon's payment obligations under this Agreement are conditioned upon OHA receiving funding, appropriations, limitations, allotment, or other expenditure authority sufficient to allow OHA, in the exercise of its reasonable administrative discretion, to meet its payment obligations under this Agreement. County is not entitled to receive payment under this Agreement from any part of Oregon state government other than OHA. 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. OHA represents that as of the date it executes this Agreement, it has sufficient appropriations and limitation for the current biennium to make payments under this Agreement.

b. **Payment Method**. Payments under this Agreement will be made by Electronic Funds Transfer (EFT). Upon request, County shall provide its taxpayer identification number (TIN) and other necessary banking information to receive EFT payment. County shall maintain at its own expense a single financial institution or authorized payment agent capable of receiving and processing EFT using the Automated Clearing House (ACH) transfer method. The most current designation and EFT information will be used for all payments under this Agreement. County shall provide this designation and information on a form provided by OHA. In the event that EFT information changes or the County elects to designate a different financial institution for the receipt of any payment made using EFT procedures, the County shall provide the changed information or designation to OHA on an OHA-approved form. OHA is not required to make any payment under this Agreement until receipt of the correct EFT designation and payment information from the County.

6. **Recovery of Overpayments**. If billings under this Agreement, or under any other Agreement between County and OHA, result in payments to County to which County is not entitled, OHA, after giving to County written notification and an opportunity to object, may withhold from payments due to County such amounts, over such periods of time, as are necessary to recover the amount of the overpayment. Prior to withholding, if County objects to the withholding or the amount proposed to be withheld, County shall notify OHA that it wishes to engage in dispute resolution in accordance with Section 18 of this Agreement.

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7. Ownership of Intellectual Property.

a. Definitions. As used in this Section and elsewhere in this Agreement, the following terms have the meanings set forth below:

(1) "County Intellectual Property" means any intellectual property owned by County and developed independently from the Work.

(2) "Third Party Intellectual Property" means any intellectual property owned by parties other than OHA or County.

b. Except as otherwise expressly provided herein, or as otherwise required by state or federal law, OHA will not own the right, title and interest in any intellectual property created or delivered by County or a subcontractor in connection with the Work. With respect to that portion of the intellectual property that County owns, County grants to OHA a perpetual, worldwide, non-exclusive, royalty-free and irrevocable license, subject to any provisions in the Agreement that restrict or prohibit dissemination or disclosure of information, to (1) use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the intellectual property, (2) authorize third parties to exercise the rights set forth in Section 7.b.(1) on OHA's behalf, and (3) sublicense to third parties the rights set forth in Section 7.b.(1).

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

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

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

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

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

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c. County (1) applies for or consents to the appointment of, or taking of possession by, a receiver, custodian, trustee, or liquidator of itself or all of its property, (2) admits in writing its inability, or is generally unable, to pay its debts as they become due, (3) makes a general assignment for the benefit of its creditors, (4) is adjudicated a bankrupt or insolvent, (5) commences a voluntary case under the Federal Bankruptcy Code (as now or hereafter in effect), (6) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, (7) fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against it in an involuntary case under the Bankruptcy Code, or (8) takes any action for the purpose of effecting any of the foregoing; or

d. A proceeding or case is commenced, without the application or consent of County, in any court of competent jurisdiction, seeking (1) the liquidation, dissolution or winding-up, or the composition or readjustment of debts, of County, (2) the appointment of a trustee, receiver, custodian, liquidator, or the like of County or of all or any substantial part of its assets, or (3) similar relief in respect to County under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case continues undismissed, or an order, judgment, or decree approving or ordering any of the foregoing is entered and continues unstayed and in effect for a period of sixty consecutive days, or an order for relief against County is entered in an involuntary case under the Federal Bankruptcy Code (as now or hereafter in effect).

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

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

b. Any representation, warranty or statement made by OHA herein or in any documents or reports relied upon by County to measure performance by OHA is untrue in any material respect when made.

10. Termination.

a. County Termination. County may terminate this Agreement:

(1) For its convenience, upon at least 30 days advance written notice to OHA;

(2) Upon 45 days advance written notice to OHA, if County does not obtain funding, appropriations and other expenditure authorizations from County's governing body, federal, state or other sources sufficient to permit County to satisfy its performance obligations under this Agreement, as determined by County in the reasonable exercise of its administrative discretion;

(3) Upon 30 days advance written notice to OHA, if OHA is in default under this Agreement and such default remains uncured at the end of said 30 day period or such longer period, if any, as County may specify in the notice; or

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(4) Immediately upon written notice to OHA, if Oregon statutes or federal laws, regulations or guidelines are modified, changed or interpreted by the Oregon Legislative Assembly, the federal government or a court in such a way that County no longer has the authority to meet its obligations under this Agreement.

b. OHA Termination. OHA may terminate this Agreement:

(1) For its convenience, upon at least 30 days advance written notice to County;

(2) Upon 45 days advance written notice to County, if OHA does not obtain funding, appropriations and other expenditure authorizations from federal, state or other sources sufficient to meet the payment obligations of OHA under this Agreement, as determined by OHA in the reasonable exercise of its administrative discretion. Notwithstanding the preceding sentence, OHA may terminate this Agreement, immediately upon written notice to County or at such other time as it may determine if action by the Oregon Legislative Assembly or Emergency Board reduces OHA's legislative authorization for expenditure of funds to such a degree that OHA will no longer have sufficient expenditure authority to meet its payment obligations under this Agreement, as determined by OHA in the reasonable exercise of its administrative discretion, and the effective date for such reduction in expenditure authorization is less than 45 days from the date the action is taken;

(3) Immediately upon written notice to County if Oregon statutes or federal laws, regulations or guidelines are modified, changed or interpreted by the Oregon Legislative Assembly, the federal government or a court in such a way that OHA no longer has the authority to meet its obligations under this Agreement or no longer has the authority to provide payment from the funding source it had planned to use;

(4) Upon 30 days advance written notice to County, if County is in default under this Agreement and such default remains uncured at the end of said 30 day period or such longer period, if any, as OHA may specify in the notice;

(5) Immediately upon written notice to County, if any license or certificate required by law or regulation to be held by County or a subcontractor to perform the Work is for any reason denied, revoked, suspended, not renewed or changed in such a way that County or a subcontractor no longer meets requirements to perform the Work. This termination right may only be exercised with respect to the particular part of the Work impacted by loss of necessary licensure or certification; or

(6) Immediately upon written notice to County, if OHA determines that County or any of its subcontractors have endangered or are endangering the health or safety of a client or others in performing work covered by this Agreement.

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c. **Mutual Termination**. The Agreement may be terminated immediately upon mutual written consent of the parties or at such time as the parties may agree in the written consent.

11. **Effect of Termination**.

a. **Entire Agreement**.

(1) Upon termination of this Agreement, OHA shall have no further obligation to pay County under this Agreement.

(2) Upon termination of this Agreement, County shall have no further obligation to perform Work under this Agreement.

b. **Obligations and Liabilities**. Notwithstanding Section 11.a., any termination of this Agreement shall not prejudice any obligations or liabilities of either party accrued prior to such termination.

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

13. **Insurance**. County shall require subcontractors to maintain insurance as set forth in Exhibit C, which is attached hereto.

14. **Records Maintenance; Access**. County shall maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. In addition, County shall maintain any other records, books, documents, papers, plans, records of shipments and payments and writings of County, whether in paper, electronic or other form, that are pertinent to this Agreement in such a manner as to clearly document County's performance. All financial records, other records, books, documents, papers, plans, records of shipments and payments and writings of County whether in paper, electronic or other form, that are pertinent to this Agreement, are collectively referred to as "Records." County acknowledges and agrees that OHA and the Oregon 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. County shall retain and keep accessible all Records for a minimum of six years, or such longer period as may be required by applicable law, following final payment and termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later. County shall maintain Records in accordance with the records retention schedules set forth in OAR Chapter 166.

15. **Information Privacy/Security/Access**. If the Work performed under this Agreement requires County or its subcontractor(s) to access or otherwise use any OHA Information Asset or Network and Information System in which security or privacy requirements apply, and OHA grants County, its subcontractor(s), or both access to such OHA Information Assets or Network and Information Systems, County shall comply and require its subcontractor(s) to which such access has been granted to comply with the terms and conditions applicable to such access or use, including OAR 943-014-0300

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through OAR 943-014-0320, as such rules may be revised from time to time. For purposes of this section, "Information Asset" and "Network and Information System" have the meaning set forth in OAR 943-014-0305, as such rule may be revised from time to time.

16. **Force Majeure**. Neither OHA nor County shall be held responsible for delay or default caused by fire, civil unrest, labor unrest, natural causes, or war which is beyond the reasonable control of OHA or County, respectively. Each party shall, however, make all reasonable efforts to remove or eliminate such cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement. OHA may terminate this Agreement upon written notice to the other party after reasonably determining that the delay or breach will likely prevent successful performance of this Agreement.

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

a. County shall not assign or transfer its interest in this Agreement without prior written approval of OHA. Any such assignment or transfer, if approved, is subject to such conditions and provisions as OHA may deem necessary. No approval by OHA of any assignment or transfer of interest shall be deemed to create any obligation of OHA in addition to those set forth in the Agreement.

b. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and permitted assigns.

18. **Alternative Dispute Resolution**. The parties should attempt in good faith to resolve any dispute arising out of this agreement. This may be done at any management level, including at a level higher than persons directly responsible for administration of the agreement. In addition, the parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.

19. **Subcontracts**. County shall not enter into any subcontracts for any of the Work required by this Agreement without OHA's prior written consent. In addition to any other provisions OHA may require, County shall include in any permitted subcontract under this Agreement provisions to require that OHA will receive the benefit of subcontractor performance as if the subcontractor were County with respect to Sections 1, 2, 3, 4, 7, 15, 16, 18, 19, 20, and 22 of this Exhibit B. OHA's consent to any subcontract shall not relieve County of any of its duties or obligations under this Agreement.

20. **No Third Party Beneficiaries**. OHA and County are the only parties to this Agreement and are the only parties entitled to enforce its terms. The parties agree that County's performance under this Agreement is solely for the benefit of OHA to assist and enable OHA to accomplish its statutory mission. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons any greater than the rights and benefits enjoyed by the general public unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

21. **Amendments**. No amendment, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both parties and, when required, approved by the Oregon Department of Justice. Such amendment, modification, or change, if made, shall be effective only in the specific instance and for the specific purpose given.

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

23. **Survival**. Sections 1, 4, 5, 6, 7, 10, 12, 13, 14, 15, 18, 20, 21, 22, 23, 24, 25, 26, 27 and 28 of this Exhibit B shall survive Agreement expiration or termination as well as those the provisions of this Agreement that by their context are meant to survive. Agreement expiration or termination shall not extinguish or prejudice either party's right to enforce this Agreement with respect to any default by the other party that has not been cured.

24. **Notice**. Except as otherwise expressly provided in this Agreement, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, or mailing the same, postage prepaid to County or 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 facsimile shall be deemed received and effective on the day the transmitting machine generates a receipt of the successful transmission, if transmission was during normal business hours of the recipient, or on the next business day if transmission was outside normal business hours of the recipient. Notwithstanding the forgoing, to be effective against the other party, any notice transmitted by facsimile must be confirmed by telephone notice to the other party. Any communication or notice given by personal delivery shall be deemed effective when actually delivered to the addressee.

OHA: Office of Contracts & Procurement
500 Summer Street NE, E-03
Salem, OR 97301
Telephone: 503-945-5818
Fax: 503-378-4324

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

26. **Waiver**. The failure of either party to enforce any provision of this Agreement shall not constitute a waiver by that party of that or any other provision. No waiver or consent shall be effective unless in writing and signed by the party against whom it is asserted.

27. **Contribution**.

a. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against a party (the "Notified Party") with respect to which the other party ("Other Party") may have liability, the Notified Party must promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Either party is entitled to participate in the defense of a Third Party Claim,

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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.

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

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

28. Indemnification by Subcontractors. County shall take all reasonable steps to cause 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 County'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.

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29. **Stop-Work Order**. OHA may, at any time, by written notice to County, require the County to stop all, or any part of the work required by this Agreement for a period of up to 90 days after the date of the notice, or for any further period to which the parties may agree through a duly executed amendment. Upon receipt of the notice, County shall immediately comply with the Stop-Work Order terms and take all necessary steps to minimize the incurrence of costs allocable to the work affected by the stop work order notice. Within a period of 90 days after issuance of the written notice, or within any extension of that period to which the parties have agreed, OHA shall either:

a. Cancel or modify the stop work order by a supplementary written notice; or

b. Terminate the work as permitted by either the Default or the Convenience provisions of Section 10. Termination.

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

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EXHIBIT C

Subcontractor Insurance Requirements

Local Government shall require its first-tier Contractor(s) (Contractor) that are not units of local government as defined in ORS 190.003, if any, to:

i) obtain the insurance specified under TYPES AND AMOUNTS and meet the requirements under ADDITIONAL INSURED, CONTINUOUS CLAIMS MADE COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before the Contractor(s) perform under contracts between Local Government 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 authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to Agency.

Local Government shall not authorize Contractors to begin work under the Subcontracts until the insurance is in full force. Thereafter, Local Government shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. Local Government 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, terminating the Subcontracts as permitted by the Subcontracts, or pursuing legal action to enforce the insurance requirements. In no event, shall Local Government permit a Contractor to work under a Subcontract when the Local Government 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 Local Government directly enters into a contract. It does not include a subcontractor with which the Contractor enters into a contract.

If Contractor maintains broader coverage and/or higher limits than the minimums shown in this insurance requirement exhibit, Agency requires and shall be entitled to the broader coverage and/or higher limits maintained by Contractor.

INSURANCE TYPES AND AMOUNTS

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY:

All employers, including Contractor, 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). Contractor shall require and ensure that each of its subcontractors complies with these requirements. If Contractor is a subject employer, as defined in ORS 656.023, Contractor shall also obtain Employers' Liability Insurance coverage with limits not less than $500,000 each accident.

If Contractor is an employer subject to any other state's workers' compensation law, Contactor shall provide Workers' compensation Insurance coverage for its employees as required by applicable workers' compensation laws including Employers' Liability Insurance coverage with limits not less than $500,000 and shall require and ensure that each of its out-of-state subcontractors complies with

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these requirements.
As applicable, Contractor shall obtain coverage to discharge all responsibilities and liabilities that arise out of or relate to the Jones Act with limits of no less than $5,000,000 and/or the Longshoremen's and Harbor Workers' Compensation Act.

COMMERCIAL GENERAL LIABILITY:
Contractor shall provide Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverage that are satisfactory to the State of Oregon. This insurance must include personal and advertising injury liability, products and completed operations, contractual liability coverage for the indemnity provided under this Contract, and have no limitation of coverage to designated premises, project, or operation. Coverage must be written on an occurrence basis in an amount of not less than $1,000,000.00 per occurrence and not less than $2,000,000.00 annual aggregate limit.

AUTOMOBILE LIABILITY:

☒ **Required** ☐ **Not required**
Contractor shall provide Automobile Liability Insurance covering Contractor's business use including coverage for all owned, non-owned, or hired vehicles with a combined single limit of not less than $1,000,000.00 for bodily injury and property damage. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability and Automobile Liability). Use of personal Automobile Liability Insurance coverage may be acceptable if evidence that the policy includes a business use endorsement is provided.

PROFESSIONAL LIABILITY:

☒ **Required** ☐ **Not required**
Contractor shall provide Professional Liability Insurance covering any damages caused by an error, omission or any negligent acts related to the services to be provided under the Contract/Subcontract by the Contractor and Contractor's subcontractors, agents, officers or employees in an amount not less than $1,000,000.00 per claim and not less than $2,000,000.00 annual aggregate limit.
If coverage is provided on a claims made basis, then either an extended reporting period of not less than 24 months shall be included in the Professional Liability Insurance coverage, or the Contractor and subcontractors shall provide continuous claims made coverage as stated below.

NETWORK SECURITY AND PRIVACY LIABILITY:

☐ **Required** ☒ **Not required**
Contractor shall provide Network Security and Privacy Liability Insurance for the duration of the sub/contract and for the period of time in which Contractor (or its business associates or subcontractor(s)) maintains, possesses, stores or has access to agency, State of Oregon or client data, whichever is longer, with a combined single limit of no less than $_____ per claim or incident. This insurance must include coverage for third party claims and for losses, thefts, unauthorized disclosures, access or use of agency or client data (which may include, but is not limited to, Personally Identifiable Information ("PII"), payment sard data and Protected Health Information ("PHI")) in any format, including coverage for accidental loss, theft, unauthorized disclosure access or use of agency, State of Oregon data.

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POLLUTION LIABILITY:
☐ **Required** ☒ **Not required**

Contractor shall provide Pollution Liability Insurance covering Contractor's or appropriate subcontractor's liability for bodily injury, property damage and environmental damage resulting from sudden accidental and gradual pollution and related cleanup costs incurred by Contractor, all arising out of the goods delivered or Services (including transportation risk) performed under this Contract/Subcontract is required. Combined single limit per occurrence shall not be less than $_____ and not be less than $_____ annual aggregate limit.
An endorsement to the Commercial General Liability or Automobile Liability policy, covering Contractor's or subcontractor' liability for bodily injury, property damage and environmental damage resulting from sudden accidental and gradual pollution and related clean-up cost incurred by the Contractor that arise from the goods delivered or Services (including transportation risk) performed by Contractor under this Contract/Subcontract is also acceptable.

EXCESS/UMBRELLA INSURANCE:
A combination of primary and Excess/Umbrella insurance may be used to meet the required limits of insurance. When used, all of the primary and Excess or Umbrella policies must provide all of the insurance coverages required herein, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Excess or Umbrella policies must be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying insurance. No insurance policies maintained by the Additional Insureds, whether primary or Excess, and which also apply to a loss covered hereunder, are to be called upon to contribute to a loss until the Contractor's primary and Excess liability policies are exhausted.
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.

ADDITIONAL COVERAGE REQUIREMENTS:
Contractor's insurance shall be primary and non-contributory with any other insurance. Contractor shall pay for all deductibles, self-insured retention (SIR), and self-insurance, if any.

ADDITIONAL INSURED:
All liability insurance, except for Workers' Compensation, Professional Liability, Directors and Officers Liablity and Network Security and Privacy Liability (if applicable), required under the Subcontract must include an Additional Insured Endorsement specifying the State of Oregon, its officers, employees and agents as Additional Insureds, including additional insured status with respect to liability arising out of ongoing operations and completed operations, but only with respect to Contractor's services to be performed under the Subcontract. Coverage must be primary and non-contributory with any other insurance and self-insurance.
Regarding Additional Insured status under the General Liability policy, the State of Oregon requires Additional Insured status with respect to liability rising out of ongoing operations and completed operations. The Additional Insured Endorsement with respect to liability arising out of Contractor's ongoing operations must be on or at least as broad as ISO Form CG 20 10 and the Additional Insured endorsement with respect to completed operations must be on or at least as broad as ISO form CG 20 37.

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

CONTINUOUS CLAIMS MADE COVERAGE:
If any of the required liability insurance is on a claims made basis and does not include an extended reporting period of at least 24 months, then Contractor shall maintain Continuous Claims Made coverage, provided the effective date of the Continuous Claims Made coverage is on or before the effective date of the Contract, for a minimum of 24 months following the later of:

(i) Contractor's completion and Agency/Local Government's acceptance of all Services required under the Contract, or
(ii) Agency or Contractor's termination of this Contract, or
(iii) The expiration of all warranty periods provided under this Contract.

CERTIFICATE(S) AND PROOF OF INSURANCE:
Local Government shall obtain from the Contractor a Certificate(s) of Insurance for all required insurance before Contractor delivers any goods and performs any Services required under this Contract. The Certificate(s) must list the State of Oregon, its officers, employees, and agents as a certificate holder and as an endorsed Additional Insured. The Certificate(s) of Insurance must also include all required endorsements or copies of the applicable policy language effecting coverage required by this Contract. If Excess/Umbrella Insurance is used to meet the minimum insurance requirement, the Certificate of Insurance must include a list of all policies that fall under the Excess/Umbrella Insurance. As proof of insurance, Agency/Local Government has the right to request copies of insurance policies and endorsements relating to the insurance requirements in this Contract.

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

INSURANCE REQUIREMENT REVIEW:
Contractor agrees to periodic review of insurance requirements by Agency/Local Government under this agreement and to provide updated requirements as mutually agreed upon by Contractor and Agency/Local Government.

STATE ACCEPTANCE:
All insurance providers are subject to Agency/Local Government acceptance. If requested by Agency/Local Government, Contractor shall provide complete copies of insurance policies, endorsements, self-insurance documents and related insurance documents to Agency/Local Government's representatives responsible for verification of the insurance coverages required under this Exhibit.

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EXHIBIT D

Federal Terms and Conditions

RESERVED

Docusign Envelope ID: 8CF1F7D0-16E9-45DF-93E4-3F2685AF2BE0

EXHIBIT E

Financial Pages

MODIFICATION INPUT REVIEW REPORT

MOD#: **A0195**
CONTRACT#: **044282** CONTRACTOR: MARION COUNTY HEALTH DEPARTMENT
INPUT CHECKED BY: _____ DATE CHECKED: _____

SE#	FUND	PROJ CODE	CPMS PROVIDER	EFFECTIVE DATES	SLOT CHANGE/TYPE	RATE	OPERATING DOLLARS	STARTUP DOLLARS	PART ABC	PART IV	PAAF CD	BASE	CLIENT CODE	SP#
FISCAL YEAR: 2025-2026														
	IDPF	**MARION CO HD**												
65	424	IDPF		7/1/2025 - 6/30/2026	0 /NA	$0.00	$70,000.00	$0.00	C	1	Y			1
	IDPF	**MARION CO HD**												
65	887	-0-		7/1/2025 - 6/30/2026	0 /NA	$0.00	$58.00	$0.00	C	1	Y			2
				TOTAL FOR SE# 65			$70,058.00	$0.00						
				TOTAL FOR 2025-2026			$70,058.00	$0.00						
FISCAL YEAR: 2026-2027														
	IDPF	**MARION CO HD**												
65	424	IDPF		7/1/2026 - 6/30/2027	0 /NA	$0.00	$70,000.00	$0.00	C	1	Y			1
	IDPF	**MARION CO HD**												
65	887	-0-		7/1/2026 - 6/30/2027	0 /NA	$0.00	$58.00	$0.00	C	1	Y			2
				TOTAL FOR SE# 65			$70,058.00	$0.00						
				TOTAL FOR 2026-2027			$70,058.00	$0.00						
				TOTAL FOR A0195 044282			**$140,116.00**	**$0.00**						

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OREGON HEALTH AUTHORITY
Financial Assistance Award Amendment (FAAA)

CONTRACTOR: MARION COUNTY HEALTH DEPARTMENT Contract#: 044282
DATE: 06/06/2025 REF#: 000

REASON FOR FAAA (for information only):

Payments provided through these Financial Pages (Exhibit E) are for Mental Health, Addictions Treatment, Recovery and Prevention, and Problem Gambling Services, as allocated within OHA's 2025-2027 Legislative Approved Budget (LAB), beginning on July 1, 2025, and ending June 30, 2027. The Financial Pages may require modification by written amendment, or by administrative amendment (memo), provided that such administrative amendment is only used to change the fund source coding and not the amount of funding, to reflect the actual funding amounts remaining in the 2025-2027 LAB.

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

A0195 1 A) These payments are for DUII Treatment services (IDPF). B) Payments are for A&D 65 services for invoices from 7/1/2025 to 6/30/2027.

A0195 2 A) These payments are for DUII Education services for Veterans. B) Payments are for A&D 65 services for invoices from 7/1/2025 to 6/30/2027.

MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: July 23, 2025

Department: Public Works

Title:	Receive notice of the Hearings Officer decision denying Zone Change 25-002/Creative Electric, LLC
Management Update/Work Session Date:	N/A **Audio/Visual aids** ☐
Time Required:	0 min **Contact:** John Speckman **Phone:** 503-566-4173
Requested Action:	Receive notice of the Hearings Officer decision denying Zone Change 25-002/Creative Electric, LLC
Issue, Description & Background:	The Marion County Hearings Officer issued a decision on July 8, 2025, denying Zone Change 25-002. As part of the land use process, the Marion County Board of Commissioners must receive official notice of the decision.
Financial Impacts:	None
Impacts to Department & External Agencies:	None
List of attachments:	Hearings Officer Decision
Presenter:	Austin Barnes
Department Head Signature:	for Brandon Reich

BEFORE THE MARION COUNTY HEARINGS OFFICER

In the Matter of the Application of	)	Case No. ZC 25-002
	)	
CREATIVE ELECTRIC, LLC	)	**ZONE CHANGE**

ORDER

I. Nature of the Application

This matter comes before the Marion County Hearings Officer on the Application of Creative Electric, LLC, Nestor Zarkoff and Feodor Zharkoff, to change the zone from UT-5 (Urban Transition) to CG (Commercial General) on a 5.02-acre parcel located in the 900 block of S Pacific Hwy 99E, Woodburn T5S; R1W, Section 19A; Tax Lot 1800).

The hearing notice states that the Application was brought by of Grigory Melkomukov RLT c/o Creative Electric, LLC. However, the Application itself references Creative Electric, LLC, Nestor Zarkoff and Feodor Zharkoff as the property owner(s) and applicants.

II. Relevant Criteria

The standards and criteria relevant to this application are found in the Marion County Code, especially Marion County Urban Zone Code: Chapter 16.07 (Commercial General zone), Chapter 16.19 (Urban Transition zone), Chapter 16.39 (Zone Changes), Oregon Statewide Land Use Planning Goals (particularly Goal 14); City of Woodburn/Marion County Urban Growth Coordination Agreement; Woodburn Comprehensive Plan Policies (Marion County Coordination Goals and Policies, Commercial Lands and Goals and Policies, Workforce and Target Industry Development, Growth Management Goals and Policies)

III. Public Hearing

A public hearing was held on this matter on May 15, 2025. The Planning Division file was made part of the record. The following persons appeared and provided testimony on the application:

1.	John Speckman	Marion County Planning Division
2.	Wendie Kellington	Attorney for Applicant
3.	Brittany Randall	Representative of Applicant
4.	Chris Kerr	Woodburn Community Development Director
5.	Chris Killmer	City of Woodburn, Assistant City Attorney

No objections were raised as to notice, jurisdiction, conflict of interest, or to evidence or testimony presented at the hearing.

The following exhibits were offered and admitted:

Exhibit 1: Update to TIA (Christopher M. Clemow, PE, PTOE)

Exhibit 2: Email Communications between City of Woodburn Planning and Wendie Kellington from April 15, 2025 through April 18, 2025.

An open record period was allowed for interested parties to submit additional written material. The first open record period extended until May 22, 2025, the second open record period extended until May 29, 2025, and the final open record period extended until June 5, 2025. The following submissions were received:

May 22, 2025: City of Woodburn request to supplement the record (hyperlinks). A hard copy of the letter and documents were also sent on May 22, 2025.

May 27, 2025: Applicant's Motion to Strike and challenge to "rebuttal" material

May 29, 2025: City of Woodburn Rebuttal Testimony

June 5, 2025: Applicant's Final Written Submission

IV. Executive Summary

Applicant seeks to rezone property from Urban Transition (UT) to Commercial General (CG) to develop the property with an office and storage facility for its electric business. Applicant argues that the proposal is limited to a conditional zone change, and does not seek approval for any "use" or "development." Applicant posits that because no particular development is proposed, the standards that apply to "development" or "use" are inapplicable.

The property cannot yet be annexed. Applicant does not seek annexation and has not sought access to City services because it states that the property can be adequately developed with onsite septic, onsite water well, and onsite stormwater control.

Applicant's position is that a zone change is expressly allowed under the Marion County Code (MCC) if it meets county zone change criteria, and Applicant argues that the proposal meets MCC criteria. The City of Woodburn opposes the application and argues that conversion of the property from UT to CG is not permitted by the Urban Growth Coordination Agreement (UGCA), as well as the Marion County Code, Woodburn Comprehensive Plan, and the Marion County Comprehensive Plan.

In 2015, the City of Woodburn expanded its Urban Growth Boundary (UGB) to include various residential, commercial, and industrial lands. The subject property is included in the UGB. On December 23, 2015, the City of Woodburn and Marion County entered into an Urban Growth Coordination Agreement (UGCA). The City of Woodburn argues that approval of ZC 25-002, without express consent from the City of Woodburn, would violate the UGCA.

The Staff Report and the City of Woodburn suggest that the proposed zone change cannot occur in the Urban Growth Boundary because the zone change would be an impermissible "urban" use. Applicant argues that the proposal does not propose development and that there is no standard in the code

that defines "urban use." However, it is the zoning code itself that identifies the uses allowed in the designated zone.

The property, located on Highway 99, is surrounded by an auto wrecking yard, a cemetery, a construction company, and commercial farming. Applicant argues that the proposed zone change would not affect or change the site's setting (except positively). Applicant presents strong arguments that the impact of denial does not protect urbanization goals. It is acknowledged that approval would allow the City of Woodburn to secure right of way designation and ensure future annexation and service extension agreements are in place. The proposed use by one specialty trade contractor is a reasonable proposal consistent with the area. Applicant describes the proposal as a "conditional zone change" limiting the use to those "now allowed in the UT zone plus one specialty trade contractor and associated warehousing." However, such use requires a zone change that is not permitted by the applicable standards and criteria by which the hearings officer is bound.

A zone change from UT-5 (Urban Transition) to CG (Commercial General) on a 5.02-acre parcel located in the 900 block of S Pacific Hwy 99E, Woodburn, Oregon, is not permitted by 2015 City of Woodburn/Marion County Urban Growth Coordination Agreement, is not consistent with the policies of Woodburn's Comprehensive Plan, and does not satisfy Statewide Land Use Planning Goal 14. The application is DENIED.

V. Applicant's Motion to Strike

On May 22, 2025, during the open record period, the City of Woodburn submitted a letter requesting the County to supplement the record to include documents that were not physically provided but rather were a list of hyperlinks to external locations. The open record period closed at the end of May 22, 2025. On May 23, 2025, the City of Woodburn submitted hard copies of documents that appear to be the documents referenced by the hyperlinks included in the letter.

On May 27, 2025, Applicant filed a Motion to Strike seeking to strike from the record the documents reached by the referenced hyperlinks and to strike from the record the hard copies of documents submitted after the open record period closed. Applicant acknowledges that the letter itself is included in the record, but the referenced documents obtained via hyperlink or delivery on May 23, 2025, should be stricken from the record.

On May 28, 2025, City of Woodburn filed a Response to the Motion to Strike. The City argues that the linked documents were submitted timely, and the hard copies were sent on May 22, 2025, while during the open record period.

On May 29, 2025, Applicant filed a Response to the City of Woodburn's Response to Motion to Strike and Second Motion to Strike. Applicant's Second Motion to Strike seeks to strike the City of Woodburn's May 29, 2025 submittal as improper rebuttal argument to issues presented in the hearing.

With respect to the Motions to Strike, the first issue is whether the Marion County Hearings Officer has the authority to strike submitted evidence or materials from the record.

Marion County Code 16.44 addresses general hearing procedures. MCC 16.44 provides that hearings should be conducted "consistent with the requirements of this title and state law." While authority

to manage the record is not explicitly addressed by the MCC, the hearings officer has the general administrative authority to ensure hearings follow established rules and procedures. Under the authority of MCC 16.44, the hearings officer may rule to strike or exclude from consideration any improper, irrelevant, or untimely evidence submitted by a party.

Applicant's first motion to strike the hyperlinked documents is granted.

A Memorandum dated June 10, 2021 from the Planning Division provides that Planning Division staff does not accept links to the internet which requires staff to download documents or other material. This policy was occasioned by the potential for error, and limitations for staff resources and technology. In addition to the Planning Division policy, the argument against hyperlinks being used to put documents into the record is reasonable. A link may produce a document that is not an official one and there is no way to distinguish one from the other. Links can also change over time or can connect to websites with pages that have been modified. Applicant states that the first link submitted by the City of Woodburn in its May 22, 2025 letter, "City of Woodburn UGB and Zoning Maps" (plural) goes to a single map, not maps. The link to "Marion County Comprehensive Plan" links to the title page, as opposed to a specific code provision. The reference to the hyperlinks are broad and include "Marion County Comprehensive Code." Oregon caselaw supports a determination that hyperlinked materials are not submitted exhibits. See, *MacDonald v. Oregon Health & Science University*, No. 3:22-cv-01942-IM (D. Or. July 5, 2024), *Conte v. City of Eugene*, LUBA No. 2021-092, January 14, 2022).

Applicant's second motion to strike the City's May 29, 2025 submittal is denied.

ORS 197.763(6)(c) ensures procedural fairness by requiring that if one party is allowed to submit new evidence or argument, the other party must be allowed to respond. Applicant cites *LandWatch Lane County v. Lane County*, 75 Or LUBA 302 (2017) in support of its position that the second open record period is limited to responses to new evidence or argument from the first open record period.

The parties engaged in a discussion of the timeframe for submittals. The City of Woodburn sought a 14 day response period, but County staff expressed concern with the timeline. Based upon this discussion, the City of Woodburn understood that it had until May 29, 2025 (the end of the second open record period) to submit its argument. The City's May 29, 2025 does not include new evidence or argument. Applicant had an opportunity to respond in its final written submission, and is not prejudiced or subjected to procedural unfairness by the City of Woodburn's submission of May 29, 2025.

VI. Findings of Fact

The hearings officer, after careful consideration of the testimony and evidence in the record, issues the following findings of fact:

1. Creative Electric LLC proposes to change the zone from UT-5 (Urban Transition) to CG (Commercial General) on a 5.02-acre property located in the 900 block of S Pacific Hwy 99E, Woodburn, (T5S; R1W; Section 19A; Tax lot 1800). The subject property is within the Woodburn Urban Growth Boundary (UGB) and designated Commercial in the Woodburn Comprehensive Plan. The property is currently under the zoning jurisdiction of Marion County. The applicant proposes to establish an electrical contractor business on the subject parcel, relocated from its current location in Clackamas County.

2. The subject property is located south of the City of Woodburn on the west side of Highway 99E, off Novaya Ln NE. The subject property is a currently vacant field that was previously farmed. The property consists of three parcels created by Partition recorded in 1989 and approved by Partition case (P88-061). These parcels are all parts of tax lot 1800. The subject property was created in the current configuration by an approved Partition, and is therefore legal for land use purposes.

3. Adjacent properties to the north, and south are zoned UT-5 and within Woodburn's UGB. The northern adjacent parcel is in farm use and contains a homesite. The northeastern adjacent parcel is in rural residential use. The south adjacent parcel is a pre-existing non-conforming auto wrecking yard. To the east, across Highway 99E and outside of the UGB, are parcels zoned Exclusive Farm Use (EFU) and in active farm use. To the west of the subject parcel, outside of the UGB, is the Belle Passi Cemetery which is in a Public (P) zone.

4. The Marion County Planning Division requested comments from various governmental agencies. The following comments were received:

   Marion County Building Inspection commented: "No Building Inspection concerns. Permit(s) are required to be obtained prior to any development and/or utilities installation on private property."

   Marion County Septic Division commented: "A Site Evaluation followed by an installation-Construction permit is required prior to site development."

   Marion County Land Development Engineering and Permits (LDEP) submitted the following:

   ENGINEERING ADVISORIES

   A. PW Engineering has no action items for the proposed Zone Change itself.

   B. The following are PW Engineering advisories for future development:

      • The plat for partitioning case P88-61 pertaining to the subject property is depicted on MCSR 031947 and recorded at Reel 732 / Page 127 in the Clerks records for Marion County. The plat created the private easement named 'Novya Lane' along the south property from S Pacific Hwy 99E, a State Hwy. An access approach to Novya Lane does not appear to have been constructed.

      • The proposed access location in the middle of the subject property does not align with Novya Lane. At the time of application for building permits, Applicant will be required to confirm application having been made for an ODOT approach permit.

      • County Transportation System Development Charges (SDCs) will be assessed at the time of application for building permits.

      • Development of the property as generally depicted on the land use application site plan will require stormwater detention meeting county standards, and possibly also to ODOT standards that could include water quality treatment if discharging to the State Hwy.

• DEQ has jurisdiction over construction erosion for total ground disturbances of 1-acre plus.

• Fire turnaround and pullout easement(s) may be required by the local fire district or State Fire Marshal.

Oregon Department of Transportation (ODOT) commented: "We do not have any comments on the zone change, however we will have comments on future applications for development of the property with respect to frontage improvements and access considerations."

The City of Woodburn Community Planning and Development Department submitted two letters explaining how the proposal is not consistent with either Woodburn Comprehensive Plan or the Woodburn/Marion County Urban Growth Coordination Agreement (UGCA). These letters can both be found in the record. The primary concerns are summarized below:

The subject property is zoned Urban Transition 5-acre minimum (UT-5) because it is withing the UGB and not yet eligible for annexation. The urban growth area is a transitional area for properties that have not yet been annexed. Annexation is required prior to urban development with an urban level of public improvements to Woodburn standards.

The proposal fails to meet several material standards such as frontage improvements, gravel parking and potential outdoor storage. The proposal fails to comply with policies in the 2015 City of Woodburn/Marion County Urban Growth Coordination Agreement (UGCA). These specific policiés are Section 1. Policies 4, 7, & 9. The proposal fails to comply with Woodburn's Comprehensive plan. The specific Comprehensive Plan goals and policies include: G-1, P1.12, 1.14, 1.17, & 1.18.

The current zoning is appropriate for the parcel until such time that it can be annexed into the city and urban uses established. The subject property is not yet eligible for annexation because it is not adjacent to city limits.

All other agencies either failed to comment or stated no objection to the proposal.

VII. Additional Findings of Fact and Conclusion of Law

1. Applicants have the burden of proving by a ponderance of the evidence that all applicable standards and criteria are met as explained in *Riley Hill General Contractor, Inc. v. Tandy Corporation*, 303 Or 390, 394-395(1987).

"Preponderance of the evidence" means the greater weight of evidence. It is such evidence that when weighed with that opposed to it, has more convincing force and is more probably true and accurate. If, upon any question in the case, the evidence appears to be equally balanced, or if you cannot say upon which side it weighs heavier, you must resolve that question against the party upon whom the burden of proof rests. (Citation omitted).

Applicants must prove, by substantial evidence in the record, it is more likely than not that each criterion is met. If the evidence for any criterion is equal or less, Applicants have not met their burden and the application must be denied. If the evidence for every criterion is even slightly in Applicant's favor, the burden of proof is met.

2. Pursuant to MCC 16.39.010, the hearings officer is authorized to make the initial decision on zone change applications.

3. Pursuant to MCC 16.39.040, a hearings officer's decision to approve a zone change does not become final until the Board of Commissioners adopts an ordinance implementing the decision.

4. With respect to jurisdiction, the 2015 City of Woodburn/Marion County Urban Growth Coordination Agreement (UGCA) provides: "The County shall retain responsibility for regulating land use on lands within the Urban Growth Area until such lands are annexed by the City. The City and County identify the Urban Growth Area as urbanizable and available over time for Urban Development."

Urban Transition Zone (UT)

5. The UT (Urban Transition) zone purpose statement listed under MCC 16.13.000 states:

The UT (urban transition) zone is intended to retain and protect for future urban use properties which are undeveloped or underdeveloped and do not have available urban facilities such as sanitary sewer, water, drainage and streets. The zone allows the continuation of legally established uses and establishment of uses compatible with the plan designation. In areas planned for development relying on urban services, transitional uses may be allowed which will not interfere with the efficient, later use of the land for planned urban uses.

The zone is appropriate in areas designated in the applicable urban area comprehensive plan for future urban residential development, but may also be used to protect lands designated for future commercial, industrial or public uses. In areas designated for urban residential development, the residential density included in the zone is intended to be consistent with the average lot size of the immediate area. In areas planned for other uses, the zone is intended to retain lot sizes conducive to efficient development of planned uses and prevent conflicts associated with development of additional dwellings.

The zone is also intended to encourage the continued practice of commercial agriculture in areas planned for future urban development. The UT zone is intended to be a farm zone consistent with ORS 215.203.

The subject property is within the Urban Growth Boundary for the City of Woodburn. The subject property is not adjacent to lands that have been annexed by Woodburn and is therefore unable to be annexed into the city and/or connect to city water and sewer services at this time. It remains in a transitional zone until such time that it annexes. The property is not "urban" because it is located in the UGB.

The subject property is currently undeveloped and available for farm uses. Images from 2023 on Google streetview show harvested bales of hay on the property. Images from 2016 on Google streetview show row crops on the property. The UT zone is intended to encourage the continued practice of agriculture in areas planned for future urban development. Other permitted uses in the

UT zone are outlined in MCC 16.13.010. Conditional uses in the UT zone are outlined in MCC 16.13.020.

The current Urban Transition zone is intended to retain and protect the subject parcel for further urban development upon annexation into the City of Woodburn. The City of Woodburn Comprehensive Plan designated the subject parcel Commercial. As a conditional use in the Urban Transition zone, uses allowed within the most restrictive corresponding zone may be established. The most restrictive zone in Marion County Code that corresponds with the Commercial designation in Woodburn's Comprehensive Plan is CO (Commercial Office) in MCC 16.05. MCC 16.01.030 explains how urban zones are classified, specifically stating, "The zone classifications below are listed in order of most restrictive to least restrictive under the appropriate plan designation." For the comprehensive plan designation of Commercial, the zone classification list (in order of most restrictive to least restrictive) is, "CO, CR, CG, HC, UT, UD".

Applicant proposes a zone change to CG (Commercial General) because the proposed use is an electrical contractor shop which is neither a permitted nor conditional use in the UT zone. It is likewise neither a permitted nor conditional use in the CO zone which is the most restrictive corresponding zone.

Therefore, the use could not be applied for as a conditional use in the UT zone under MCC 16.13.020(Q).

Within the Urban Growth Coordination Agreement (UGCA) between the City of Woodburn and Marion County is the requirement to annex upon establishment of an urban use. This requirement is mirrored in Woodburn's Comprehensive Plan.

Applicant asserts that the proposed use of the property as an electrical contractor shop is separate from the proposal to change the zone of the subject parcel, and that the zone change is not an urban use.

Applicant argues that the policies in the UGCA and Woodburn Comprehensive Plan regarding establishment of urban uses therefore do not apply to the subject parcel.

The City of Woodburn and Planning Staff suggest that the UGCA policies that pertain to development within the Urban Growth Boundary (UGB) apply to the application. City of Woodburn argues that the application seeks to do exactly what the UGCA was developed to prevent.

Planning Staff states that the interpretation that delineates between this application and the proposed use of the subject parcel would, if adopted, result in a proposal that cannot meet the Marion County's criteria for a zone change. Consideration of every allowed use in the CG zone would be required. Many of the uses allowed in the CG zone would not be appropriate on a parcel that has no public services available and is not eligible for annexation. It is only when Applicant's specific planned use as an electrical contractor's shop is considered, with proposed conditions of approval, that the zone change criteria in MCC 16.39.050 could be satisfied.

Applicant states that the request is a "conditional zone change" limiting allowed uses to those now allowed in the UT zone "plus one specialty trade contractor and trade contractor's associated warehousing."

The most practical interpretation, as stated by Staff, is that the planned use of the subject property post zone-change must be acknowledged. An application to change the zone of the subject property to Commercial General without a use to be considered, could not be approved.

Marion County considers a proposed use when evaluating a zone change in the UGB. In this case, the Applicant seeks to pursue a specific use, that in and of itself, is not unreasonable for the subject property. Regardless, such reasonable usage as is requested by Applicant for "conditional zone change" limiting the use to those "now allowed in the UT zone plus one specialty trade contractor and associated warehousing" is not permitted because it is not allowed under the appropriate approval criteria, which includes the UCGA, addressed further herein.

Zone Change Criteria

6. Under Marion County Code (MCC) 16.39.050, approval of a zone change shall include findings that the change meets the following criteria:

   A. The proposed zone is appropriate for the Comprehensive Plan land use designation on the property and is consistent with the description and policies for the applicable Comprehensive Plan land use classification.

   The subject site is located within the City of Woodburn's Urban Growth Boundary and has a Comprehensive Plan designation of Commercial. The proposed zone is appropriate for the underlying comprehensive plan designation of Commercial. Marion County and Woodburn both have Commercial General zones that would be appropriate for the underlying comprehensive plan designation of Commercial.

   The Marion County Plan, the applicable Comprehensive Plan that governs the County CG zone, specifies economic development policies that govern the County's CG zone. The proposal is consistent with the economic goals of the County.

   Applicant provided a detailed comparison between Marion County and Woodburn's Commercial General codes. Applicant demonstrates that Marion County's provisions are consistent with the regulations of Woodburn's version of this zone. In Woodburn's version of CG, outdoor storage for contractor shops is not permitted. Applicant offered a condition of approval limiting outdoor storage to comply with Woodburn's version of CG.

   The proposed zone change is consistent with the Marion County Plan. However, as detailed more fully below, the proposed zone change is not consistent with the Growth Management Goals and Policies of Woodburn's Comprehensive Plan.

   The criterion is not met.

B. Adequate public facilities, services, and transportation networks are in place, or are planned to be provided concurrently with the development of the property.

The subject parcel is adjacent to Highway 99E. Applicant submitted a letter from registered transportation engineer Chris Clemhow explaining that a detailed transportation analysis is not required for the proposed zone change and use as an electrical contractor's shop. The letter asserts that the trips generated by the proposed use are already accounted for considering the commercial designation in Woodburn's comprehensive plan, and Marion County's Transportation System Plan. There is no dispute that Highway 99 has no capacity or other limitations at the subject property.

Presently, there are neither water nor sewer facilities extended to the subject parcel. The City intends on extending water and sewer at the time of annexation. The use of the subject parcel for a for an electrical contractor's shop requires water and sewer services.

Applicant states that the subject parcel could be adequately served by a private onsite septic system and domestic well, and stormwater facilities. Marion County responds that applications for a commercial well and installation of septic system on the parcel would both require the City of Woodburn's approval by way of a signed Land Use Compatibility Statement (LUCS), and that the City of Woodburn does not approve new uses developing on well and septic within the UGB, and requires annexation for urban uses being established within the UGB.

Development of the parcel with an urban use is not currently possible without the ability to have either public or private water and sewage facilities.

Adequate public facilities are not in place and are planned to be provided concurrently with the development of the property. The criterion is not met.

C. The request shall be consistent with the purpose statement for the proposed zone.

The CG (Commercial General) zone purpose statement listed under MCC 16.07.000 states:

> *The purpose of the CG (commercial general) zone is to provide areas suitable for warehousing, wholesale commercial sales and services with related outdoor storage or retail sales. The commercial general zone is appropriate in those areas designated commercial in the applicable urban area comprehensive plan where the location has access to an arterial street or highway for transport of bulk materials and where impacts associated with permitted uses will not create significant adverse impacts on local streets or residential zones.*

The proposed CG zone is appropriate for the underlying Woodburn Comprehensive Plan designation of Commercial. The subject parcel is adjacent to Highway 99E, an area that would be appropriate for warehousing or wholesale commercial sales. The proposed use as electrical contractor's shop is an approved use in CG as per MCC 16.07.010(A)(3). The location of the subject parcel, and proposed use is consistent with the purpose statement of Commercial General in the Marion County Code. MCC 16.39.050 (C) is met.

D. *If the proposed zone allows uses more intensive than uses in other ones appropriate for the land use designation, the proposed zone will not allow uses that would significantly adversely affect allowed uses on adjacent properties zoned for less intensive uses.*

The most restrictive zone appropriate for the Commercial designation is the Commercial Office (CO) zone. The proposed zone change to Commercial General (CG) will allow uses that are more intensive than those allowed in the CO zone. In the UT zone, uses permitted in the most restrictive of the corresponding zones may be allowed with an approved Conditional Use permit. An electrical contractor shop is not permitted in the CO zone either as a permitted or as a conditional, use.

Applicant suggests that the zone change application to CG should be considered separately from the planned electrical contractor shop. As clarified by MCC 16.01.030, the Commercial General (CG) zone allows uses that are more intensive than other zones appropriate for the land use designation such as Commercial Office (CO) and Commercial Retail (CR). Without consideration of the proposed use, the proposed zone change could not satisfy this criterion because it would permit uses that would significantly adversely affect uses on adjacent properties zoned for less intensive uses. Uses permitted within the CG zone include intensive uses such as many kinds of retail stores, hotels, amusement parks, and movie theaters. A zone change permitting such uses could negatively affect farming operations to the north and west, and rural residences northeast of the subject parcel due to non-farm conflicts, significantly increased traffic and potential noise. The application materials, including the traffic statement, are all based around the proposed development of an electrical contractor shop because many of the uses permitted in the CG zone are incompatible with the subject parcel.

Applicant indicates its willingness to agree to a condition of approval that would limit the use of the subject property to an electrical contractor shop. An electrical contractor shop is an outright permitted use in the CG zone as per MCC 16.07.010(3).

Applicant proposes conditions of approval to limit storage to inside of the building to comply with Woodburn's version of CG. An electrical contractor shop is not permitted in either the CO or CR zones. The proposed CG zone limited to only permitting an electrical contractor shop would still allow more intensive uses than other zones appropriate for the land use designation.

Applicant correctly states that a low-intensity and provisional electrical contractor shop is consistent with uses on adjacent properties, but it is a more intensive use that other zones appropriate for the land use designation.

Evidence in the record does not support the assertion that the proposed zone and proposed use will not significantly adversely affect allowed uses on adjacent properties zoned for less intensive uses. The criterion is not met.

City of Woodburn/Marion County Urban Growth Coordination Agreement (UCGA)

7. The proposal involves land within the Urban Growth Boundary of Woodburn. Applicant argues that the UCGA is inapplicable to the zone change application, and the City of Woodburn and Planning suggest that the UGCA is applicable.

Applicant argues that pursuant to ORS 215.427(3), only standards and criteria in effect when the application was submitted may be applied to approve or deny zone changes.

Applicant states that the UCGA, also referenced by the applicant as the "IGA" (an Intergovernmental Agreement) cannot be applied as a standard of denial in the Marion County Code. Applicant argues that IGA standards concerning "development" do not apply and that standards concerning "land use actions" are met. Applicant suggests that the UGCA is an intergovernmental agreement between the City and the County, and not a document to govern land use issues.

Applicant also asserts that the UGCA does not apply because the subject property lies within the "Urban Growth Area" which the UGCA defines as the area between the City Limits and the Urban Growth Boundary. Applicant suggests that the Urban Growth Area, defined as the area between the City Limits and the Urban Growth Boundary, is different than the UGB.

The Urban Growth Area is not the same thing as the UGB. However, the subject property is within the UGB, outside of the City Limits, and is within the Urban Growth Area.

ORS 190.010 allows local governments to enter into written agreements with other local governments for the performance of shared functions, which includes land use planning. The terms within a binding intergovernmental agreement become established procedures for land use activities covered by the agreement.

ORS 197.628 requires that all cities and counties in Oregon submit their comprehensive plans to LCDC for periodic review. In 2015, as part of the City's periodic review, LCDC issued a remand to the City, requiring the City to adopt and the County to approve, of a coordination agreement between City and County. The resulting agreement, the UGCA, requires the City and County to agree upon policies and procedures for amending the City UGB and was codified through revisions to both the City and County Comprehensive Plans.

The UCGA, by its express language, applies to "county land use division and land use decisions within the Urban Growth Area. The UCGA requires consistency with Marion County Comprehensive Plan and the Woodburn Comprehensive Plan.

The UCGA was adopted as part of both the Marion County Comprehensive Plan and the City of Woodburn Comprehensive Plan. Because it is adopted as part of both comprehensive plans, it is a binding land use planning document under Oregon's Statewide Planning Goals, specifically Goal 2 (Land Use Planning) and Goal 14 (Urbanization). These planning goals are addressed further below.

The 2015 City of Woodburn/Marion County Urban Growth Coordination Agreement (UCGA) is a binding intergovernmental agreement that applies to the proposal and is enforceable.

The applicable sections of the UCGA are addressed below.

<u>"Whereas" Intent Provisions</u>

Page 2 in the "whereas" section: Whereas, the intent of the urban growth program for the City is as follows:

1. *Promote the orderly and efficient conversion of land from Rural/Resource uses to urban uses within the Urban Growth Area.*

2. *Reduce potential conflicts with resource lands, establishing an Urban Reserve Area and Expansion limitations where necessary.*

3. *Promote the retention of lands in resource production in the Urban Growth Boundary until provided with urban service and developed.*

4. *Coordinate growth in accordance with the Woodburn comprehensive Plan and the Marion County Comprehensive Plan.*

The City of Woodburn challenges the proposal as failing to comply with the intent of the UCGA as reflected in "Whereas" recitals 1 through 3. The City of Woodburn states that it does not find the proposed zone change to be conducive to an orderly and efficient conversion of land from Rural to Urban uses.

The City of Woodburn argues that the transition from Rural to Urban uses with the Woodburn UGB should occur as land is annexed into the city and receives urban levels of service. Annexation of the subject property is not possible at this time, and not proposed by the applicant.

The proposed zone change is inconsistent with the intent of the urban growth program outlined in the UGCA and the Woodburn Comprehensive Plan.

Section I. Coordination Policies and Procedures

1. *The County shall retain responsibility for regulating land use on lands within the Urban Growth Area until such lands are annexed by the City. The City and County identify the Urban Growth Area as urbanizable and available over time for urban development.*

   Marion County recognizes its responsibility.

2. *The City and County shall maintain a process providing for an exchange of information and recommendations relating to land use proposals in the Urban Growth Area. The County shall forward land use activities being considered within the Urban Growth Area by the County to the City for comments and recommendations. The City shall respond within twenty (20) days, unless the City requests and the County grants an extension.*

   The City of Woodburn was provided notice of the application and the opportunity to comment.

3. *Upon receipt of an annexation request or the initiation of annexation proceedings by the City, the City shall forward information regarding the request (including any proposed zone change) to the County for comments and recommendations. The County shall have twenty (20) days to respond unless they request and the City allows additional time to submit comments before the City makes a decision on the annexation proposal.*

   Applicant is not requesting annexation.

4. *All land use actions within the Urban Growth Area shall be consistent with the Woodburn Comprehensive Plan and the County's land use regulations.*

   The proposal is not consistent the Woodburn Comprehensive Plan or the County's land use regulations.

5. *In order to promote consistency and coordination between the City and County, both the City and County shall review and approve amendments of the Woodburn Comprehensive Plan that apply to the Urban Growth Area. Such changes shall be considered first by the City and referred to the County prior to final adoption. If the County approves a proposed amendment to the Woodburn Comprehensive Plan, the change shall be adopted by ordinance and made a part of the County's Plan.*

   This policy does not apply to the proposal.

6. *The area outside the Urban Growth Boundary shall be maintained in rural and resource uses consistent with Statewide Planning Goals. The area outside the Urban Growth Boundary designated the Urban Reserve Area shall be subject to the requirements in Section V below.*

   This policy does not apply to the proposal.

7. *The City and County shall promote logical and orderly development within the Urban Growth Area in a cost-effective manner. The County shall not allow uses requiring a public facility provided by the City within the Urban Growth Area prior to annexation to the City unless agreed to in writing by the City.*

   The proposal is for a zone change which would allow an urban level of uses on the subject property. As addressed below, conversion of land within the Urban Growth Area to urban uses shall occur upon annexation. Applicant is not proposing annexation. Applicant is not proposing connection to public facilities, but rather private water and sewage facilities.

   Applicant suggests that all land within the UGB is essentially urban. However, the subject property is zoned UT, and the UT zone contemplates future urban use (emphasis added), and is intended to encourage uses consistent with Exclusive Farm Use zoning until such as time as the land is annexed into a city. In this case, the subject property is zoned UT, and exists with the UGB.

   Applicant disputes that the county zone change standard includes an analysis of "urban use." Applicant argues that because the property will be served with adequate private water, sewer, and storm facilities, the standard is satisfied. However, the standard demands adequate "public" facilities and services. Public facilities and services are required to provide an urban level of services. Because Applicant proposes an urban use, without an urban level of services, the proposal does not meet the policy.

8. *City sewer and water facilities shall not be extended beyond the Urban Growth Boundary, except as may be agreed to in writing by the City and County, consistent with Oregon Administrative Rules, the Woodburn Comprehensive Plan and the Marion County Comprehensive Plan.*

This policy does not apply to the proposal.

9. *Conversion of land within the Urban Growth Area to urban uses shall occur upon annexation and be based on consideration of applicable annexation policies in the Woodburn Comprehensive Plan.*

   The proposed zone change to CG would allow an urban level of use without annexation to receive an urban level of service. The Woodburn Comprehensive Plan states, "The County shall not allow urban uses within the Urban Growth Boundary prior to annexation to the City unless agreed to in writing by the City." The proposed zone change would make those urban uses allowed in the CG-zone outright permitted on the subject property without those uses being agreed to in writing by the City.

Applicant indicates that it would agree to a condition of approval that would limit the uses allowed by this zone change to SIC 1731, an electrical contractor shop. This use, SIC 17, is not allowed in CO or CR which are more restrictive urban commercial zones.

A zone change to CG is a necessarily a conversion of land to urban uses. The proposal is not consistent with this policy.

10. *The City shall discourage the extension of public facilities into the Urban Growth Area without annexation. However, if the extension of public facilities into the Urban Growth Area is necessary because of an emergency, health hazard or the City determines it is otherwise desirable, the facilities may be extended subject to terms and conditions contained in a service contract between the City and the property owner.*

This policy does not apply to the proposal.

11. *The City shall be the provider of public water, sanitary sewer and stormwater facilities within the Urban Growth Boundary unless otherwise agreed to by the City, the County, and any other applicable party. The City shall be responsible for preparing the public facilities plan for all lands within the Urban Growth Boundary.*

The proposal is for a zone change which would subsequently allow a use on the property that will require services. The services could theoretically be provided with a private well and onsite septic system. The City's intention throughout policies in the comprehensive plan and UGCA is to establish public sewer and water as land in the UGB is annexed. The City of Woodburn has not indicated any agreement to allow for private well and septic on this parcel within the UGB.

Marion County asserts that any well or septic system would require the City of Woodburn to sign a Land Use Compatibility Statement (LUCS) approving the development. The City of Woodburn objects to the proposal. Although it appears that the proposal is not consistent with this policy based upon the City's position, the proposal could be consistent with the policy if a LUCS was required and agreed to by the City of Woodburn.

Section III. Administration of Zoning and Subdivision Regulations

1. *The County shall provide notice and request for comments on conditional uses, variances, adjustments, land divisions, property line adjustments and administrative reviews within the Urban Growth Area to the City at least 20 days before the County's initial evidentiary hearing or land use decision when no hearing is held. The County shall provide the City a notice of decision for all such applications in the Urban Growth Area when requested by the City.*

2. *Applications for uses permitted outright in the applicable County zone, including ministerial actions, will not involve any notice or request for comments to the City.*

Marion County follows these procedures for conditional uses, variances, adjustments, land divisions, property line adjustments and administrative reviews within the Urban Growth Area.

The proposal is for a zone change which does not fall within this regulation. Marion County has, however, followed these procedures in processing this application and notified the City. The City of Woodburn was notified of the public hearing and responded in opposition to the proposal.

3. *The County may require City development standards for development within the Urban Growth Area, including dedication of additional right-of-way or application of special street setbacks when requested by the City. The County may require compliance with City development standards, in lieu of County standards if the development is other than a single-family dwelling.*

The City of Woodburn expressed concern that Applicant would not implement the road development standards in the Woodburn Development Ordinance (WDO). Applicant confirmed that it does not consider road improvements to be reasonable under the rough proportionality standard. Applicant proposed a nonremonstrance agreement instead that the property owners or successors will not object to the formation of a local improvement district or other public financing mechanizing for the improvements required, and furthermore that the property owner or successor will pay their share for the improvements. With approval from the City and a nonremonstrance agreement as a condition of approval, this standard could be met.

4. *For development approved under (1) or (2), if public sewer and water facilities or city limits are located within 300 feet of the subject property, the County shall require that the development connect to the facilities under use of wells or other means are allowed in writing by the City. The City will require any property connecting to City sanitary sewer or water facilities to annex to the City. The City shall provide the County information about the location of public sewer and water. The County may approve development of permitted uses on properties more than 300 feet from the city limits, or from a public sewer or water facility using wells and DEQ approved wastewater disposal systems.*

Applicant references this section as applicable to the proposed zone change. However, this section is only applicable to types of development referenced in (1) or (2) of this subsection of the UGCA. The types of developments referenced in (1) or (2) are all uses that would be permitted outright permitted, permitted subject to review, or require a conditional use permit.

This section does not apply to developments that are not permitted in any way within the current zone, and require a zone change to establish. The proposed use requires a zone change to an urban zone because it is an urban use. Establishment of urban uses requires annexation as per the UGCA and Woodburn's Comprehensive Plan.

5. *If a proposed use is not specifically identified in the Marion County Urban Zone Code, and the County is proposing an interpretation classifying the use as permitted in the applicable zone under the interpretation provisions of the Zone Code, the County shall give the City an opportunity to comment before the County makes a final land use decision.*

Applicant is seeking a zone change to CG to establish a use that is specifically permitted in the CG zone. No interpretation of the use is required.

Woodburn Comprehensive Plan

8. Woodburn Comprehensive Plan Goals apply to the proposal.

Marion County Coordination Goals and Policies

C-1. To coordinate with Marion County regarding planning issues that extend beyond the boundaries of the City of Woodburn, including population allocations, amendments to acknowledged comprehensive plans and transportation system plans, and achievement of a compact urban growth form, as required by Statewide Planning Goals 2 (Land Use Planning and Coordination), 12 (Transportation) and 14 (Urbanization).

Woodburn has coordinated with Marion County regarding planning issues beyond city limits by working together to create the 2015 UGCA, and communicating regarding land use applications within the UGB, including the proposed zone change addressed herein.

C-1.1 Marion County Framework Plan goals, policies and guidelines will be considered when the City considers plan amendments that require Marion County concurrence.

This policy does not apply to the proposal.

C-1.2 The City of Woodburn shall have primary responsibility to plan for community growth within its Urban Growth Boundary, and recognizes its responsibility to coordinate with Marion County to ensure the efficient use of urbanizable land within the Woodburn Urban Growth Boundary.

Marion County recognized this goal with the 2015 UGCA. The City Woodburn has coordinated with Applicant and with Marion County to discuss this project.

The City of Woodburn submitted comments explaining that the proposal is not consistent with their comprehensive plan or the 2015 UGCA.

Commercial Lands Goals and Policies

During the 1990s, Woodburn experienced large-scale commercial growth near Interstate 5. Although commercial development has provided jobs for many Woodburn residents, this growth

has contributed to congestion at the 1-5/Highway 214 Interchange, which has constrained the City's ability to attract basic industrial employment that requires 1-5 access. Woodburn will encourage infill and redevelopment of existing commercial sites, and will encourage neighborhood-serving commercial developments in Nodal Development areas.

F-1. Identify, promote, and regulate to bring about urban infill and redevelopment of existing commercial areas within the community, as well as development of neighborhood nodes, to meet future development needs, support potential additional housing, and reduce traffic congestion and reliance on motor vehicles for basic commercial services.

This policy does not apply to the proposal.

F-1.1 The City should at all times have sufficient land to accommodate the retail needs of the City and the surrounding market area while encouraging commercial infill and redevelopment. The City presently has five major commercial areas: Highway 99E, 1-5 Interchange, the downtown area, the Nodal Neighborhood Commercial area (along Parr Road), and the 214/211/99E Four Corners intersection area. No new areas should be established.

This policy does not apply to the proposal.

F-1.8 Ensure that existing commercial sites are used efficiently. Consider the potential for reuse, re-tenanting, or redevelopment of existing commercial sites and modifications to zoning regulations that urbanize development to attract new investment.

This policy does not apply to the proposal.

Workforce and Target Industry Development

F-2 Enhance the quality of the city workforce and support development of target industries.

The applicant points out that the construction sector is identified as a target industry in the City of Woodburn's Economic Opportunities Analysis (EOA). The proposed zone change would allow the applicant to move their base of operations to the subject property. The subject property is designated Commercial in the Woodburn Comprehensive Plan, and therefore appropriate for the proposed CG zone. The use for an electrical contractor shop is permitted in both Marion County and Woodburn's versions of the Commercial General zone. The city's workforce would be enhanced by approximately 15 electrician positions required by Creative Electric, as well as several support staff. These are high-paying trade jobs that would be created within Woodburn's UGB. The proposal is consistent with this policy.

Growth Management Goals and Policies

G-1.1 The City's goal is to manage growth in a balanced, orderly, and efficient manner, consistent with the City's coordinated population projection.

The proposal is for a zone change to a zone that matches the underlying designation in the Woodburn Comprehensive Plan. Applicant has offered several conditions of approval that would

ensure future annexation of the property, future connection to public water and sewer, and future contributions towards frontage improvements.

The City of Woodburn does not extend urban services without either annexation, or written agreement, as outlined in the UGCA and their Comprehensive Plan. Annexation is not currently possible because the subject property is not adjacent to land in the City of Woodburn.

The proposal is not consistent with this goal.

G-1.7 The City's policy is to accommodate industrial and commercial growth consistent with Woodburn Economic Opportunities Analysis (EOA).

Applicant states that the proposal is consistent with the EOA. The construction industry is listed as a target industry on page 21 of the 2023 EOA. The proposal is consistent with this policy.

G-1.8 Woodburn's policy is to diversify the local economy. Woodburn seeks to diversify the local economy so that the community will prosper and can weather swings in the business cycle, seasonal fluctuations, and other economic variables. The intent is to provide a broad spectrum of commercial and industrial enterprises. The variety of enterprises will not only provide insulation from negative business factors, but a choice in employment opportunities that in turn allows for the diversification in income types.

Applicant states that the establishment of the electrical contractor's shop, as a result of the proposed zone change, will employ approximately 15 electricians and several administrative staff. The City of Woodburn did not comment on whether it considers the proposal a means to diversification of the local economy. The proposal is consistent with this policy.

G-1.12 The County shall retain responsibility for regulating land use on lands within the urban growth area (unincorporated land inside the UGB) until such lands are annexed by the City. The urban growth area has been identified by the City as urbanizable and is considered to be available, over time, for urban development.

The County retains this responsibility. The subject parcel is not yet eligible for annexation, which is a requirement for urbanization. The current zoning, Urban Transition, is a transitional zone that permits continuation of pre-existing or resource uses between the time a property is brought within an Urban Growth Boundary and the time it is annexed into the city.

The proposed zone change is to an urban zone, for the purpose of establishing an urban use, without annexation as required by the UGCA and the Woodburn Comprehensive Plan. The proposal is not consistent with this policy.

G-1.13 The City and County shall maintain a process providing for an exchange of information and recommendations relating to land use proposals in the urban growth area. Land use activities being considered within the urban growth area by the County shall be forwarded by the County to the City for comments and recommendations.

This process for an exchange of information is maintained.

G-1.14 All land use actions within the urban growth area and outside the City limits shall be consistent with the City's Comprehensive Plan and the County's land use regulations.

The proposed zone change is not consistent with the Woodburn Comprehensive Plan and does not satisfy the zone change criteria in Marion County Code. The proposal is not consistent with this policy.

G-1.17 The City and County shall strive to enhance the livability and promote logical and orderly development of the urban growth area in a cost effective manner. The County shall not allow urban uses within the Urban Growth Boundary prior to annexation to the City unless agreed to in writing by the City. City sewer and water facilities shall not be extended beyond the City limits, except as may be agreed to in writing by the City and the property owner and the owner consents to annex. The City shall be responsible for preparing the public facilities plan.

The proposed zone change, and subsequent use, are consistent with the underlying designation in the City of Woodburn Comprehensive Plan. The proposed zone change is sought in order to establish an urban use and, therefore, requires annexation. The proposal is not consistent with this policy.

G-1.18 Conversion of land within the boundary to urban uses shall be based on a consideration of: (a) Orderly, economic provision for public facilities and services;

Applicant proposed a condition requiring an agreement to utilize public facilities and services once available. The City of Woodburn objects and does not approve of a new use relying on private water and septic facilities in the UGB. The city plans to provide services at the time of annexation. The subject parcel is not eligible for annexation. An orderly economic provision for public facilities and uses will be completed at the time of annexation.

(b) Availability of sufficient land for the various uses to ensure choices in the market place;

The proposal is for a zone change to a zone that is consistent with the Woodburn Comprehensive Plan designation for this property. Establishment of urban use requires annexation. The subject parcel is not eligible for annexation. The proposal will not increase the availability of land for various urban uses until such time that it annexes into the City of Woodburn.

(c) LCDC Goals;

The LCDC Goals applicable to this proposal are considered in the next section of this document (10).

As addressed further below, the proposal is not consistent with Goal 14.

(d) Further development of vacant and underutilized residential land within the City's buildable land inventory before annexing additional territory for conversion to residential use at urban densities; and

This subsection does not apply to the proposal.

(e) Applicable provisions of the Marion County and City Comprehensive Plans.

The proposal fails to fully comply with Marion County Code and the City of Woodburn Comprehensive Plan. The proposed zone change is to an urban zone for the establishment of an urban use. Annexation is not possible at this time. The proposal is not consistent with the Woodburn Comprehensive Plan.

Statewide Planning Goals

9. The relevant Statewide Planning Goals for consideration are Goals 2, 12, and 14:

Goal 2 – Land Use Planning: To establish a land use planning process and policy framework as a basis for all decisions and actions related to use of land and to assure an adequate factual base for such decisions and actions.

The process for evaluating the proposed zone change is outlined in MCC 16.39.050. The process allows the opportunity for public comment, staff review, and requires review by a hearings officer. This process implements policy frameworks of the Marion County Code, the underlying City of Woodburn comprehensive plan, and the 2015 City of Woodburn/Marion County Urban Growth Coordination Agreement. The planning process is consistent with Goal 2 – Land Use Planning, and the goal is met.

Goal 12 – Transportation: To provide and encourage a safe, convenient and economic transportation system.

The subject property of the proposed zone change is adjacent to Highway 99E, which is classified as an Arterial road. The proposed zone is appropriate for citing adjacent to a highway. Applicant provided a letter from a registered Transportation Engineer stating the proposal will generate trips that are already accounted for within current Transportation Systems Plan for Marion County, as well as Exhibit 1. The proposed zone change is compatible with Goal 12 – Transportation, and the goal is met.

Goal 14 – Urbanization: To provide for an orderly and efficient transition from rural to urban land use, to accommodate urban population and urban employment inside urban growth boundaries, to ensure efficient use of land, and to provide for livable communities.

The proposed zone change to Commercial General under Marion County is not consistent with the Growth Management Goals and Policies of the Woodburn Comprehensive Plan. The proposed

zone change is not consistent with the 2015 City of Woodburn/Marion County Urban Growth Coordination Agreement. The UCGA between Woodburn and Marion County ensures the orderly and efficient transition from rural to urban land uses within the urban growth boundary for Woodburn. The proposal is not consistent with the agreement, which is an enforceable agreement under ORS 190.010. The subject parcel is not eligible for annexation and has no public water nor sanitary sewer services available. The proposed zone change would permit urban uses without an urban level of services available. Therefore, the proposal is not consistent with Goal 14.

10. The proposal does not meet the criteria required for a zone change in the Marion County Code. The proposal is not consistent with the policies of Woodburn's Comprehensive Plan. The proposal is not consistent with the policies of the 2015 City of Woodburn/Marion County Urban Growth Coordination Agreement. The proposal is not consistent with Statewide Land Use Planning Goal 14. Because the proposal does not meet criteria and is not consistent with planning goals, the Application is DENIED.

VIII. Appeal Rights

An appeal of this decision may be taken by anyone aggrieved or affected by this order. An appeal must be filed with the Marion County Clerk (555 Court Street NE, Salem, Oregon), by 5:00 p.m. on the **23rd day of July, 2025** (15 days of the date of mailing of this decision). The appeal must be in writing, must be filed in duplicate, and must be accompanied by a payment of $500.00, and must state wherein this order fails to conform to the provisions of the applicable ordinance and/or criteria. If the Board denies the appeal, $300 of the fee will be refunded.

DATED this 8th day of July, 2025.

Jill F. Foster

Jill F. Foster, Hearings Officer

CERTIFICATE OF MAILING

I hereby certify that I served the foregoing order on the following persons:

Wendie Kellington
1335 Chandler Rd.
Lake Oswego, OR 97034

Chris Killmer
270 Montgomery Street
Woodburn, OR 97071

Chris Kerr
270 Montgomery Street
Woodburn, OR 97071

Josh Wells
3841 Fairview Industrial Dr. SE
Suite 100
Salem, OR 97302

Britany Randall
170 Liberty St SE
Salem, OR 97071

City: Woodburn *(via email)*
Chris.Kerr@ci.woodburn.or.us
dan.handel@ci.woodburn.or.us
Heather.pierson@ci.woodburn.or.us

Area Advisory Committee 6:
Ben Williams
Friends of French Prairie
Fofp99@gmail.com

County Agencies Notified:

Assessor's Office *(via email)*
assessor@co.marion.or.us
Tax Collector *(via email)*
NMcVey@co.marion.or.us
ADhillon@co.marion.or.us

Surveyor's Office *(via email)*
KInman@co.marion.or.us

Fire District: *(via email)*
gibbsj@woodburnfire.com

Planning Division *(via email)*
breich@co.marion.or.us
abarnes@co.marion.or.us
jspeckman@co.marion.or.us
ediaz@co.marion.or.us

Building Inspection *(via email)*
pwolterman@co.marion.or.us
Kaldrich@co.marion.or.us
CTate@co.marion.or.us

Public Works LDEP Section *(via email)*
jrasmussen@co.marion.or.us
mcldep@co.marion.or.us
JShanahan@co.marion.or.us

School District: *(via email)*
Woodburn School District
sbishop@woodburnsd.org

State Agencies Notified: *(via email)*
angela.carnahan@state.or.us
hilary.foote@dlcd.oregon.gov
sarah.marvin@state.or.us
karen.grosulak-mccord@dlcd.org
ODOTr2planmgr@odot.state.or.us

By mailing to them copies thereof. I further certify that said copies were placed in sealed envelopes addressed as noted above, that said copies were deposited in the United States Post Office at Salem, Oregon, on the 5th day of July, 2025 and that the postage thereon was prepaid.

Administrative Assistant to the
Hearings Officer

MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: 7/23/2025

Department: Public Works

Title: Dedication of Blocks A and B, Alder Estates

Management Update/Work Session Date: 6/24/2025 **Audio/Visual aids** ☐

Time Required: 5 minutes **Contact:** Kent Inman **Phone:** 4316

Requested Action:
Dedicate Blocks A and B of Alder Estates to the public for right-of-way purposes by approving the attached dedication document.

Issue, Description & Background:
The owner of the property commonly known as 4310 Monroe Avenue NE has requested Marion County to dedicate a one foot reserve strip (Block A) created in the plat of Alder Estates as right-of-way. The reserve strip is owned in fee simple and is located along the west side of the property. Another one foot reserve strip was created by the plat, that being Block B. Since the county is considering dedicating Block A, this would be an opportune time to include Block B and eliminate any doubt of it being dedicated. The county acquired the reserve strips (Blocks A and B, Alder Estates) through language on the plat of Alder Estates, under Oregon Revised Statute, Chapter 92.150.

Financial Impacts:
Recording fee.

Impacts to Department & External Agencies:
None.

List of attachments:
Dedication Document

Presenter:
Kent Inman

Department Head Signature:
Brian Nicholas
Digitally signed by Brian Nicholas
Date: 2025.07.01 13:59:27 -07'00'

Public Works

RECORDING COVER SHEET

THIS COVER SHEET HAS BEEN PREPARED BY THE PERSON PRESENTING THE ATTACHED INSTRUMENT FOR RECORDING (ORS 205.234). ANY ERRORS IN THIS COVER SHEET DO NOT AFFECT THE TRANSACTIONS CONTAINED WITHIN THE DOCUMENT.

A. Names of the Transactions described in the attached instrument:

Dedication of Public Right of Way

B. Names of First Parties: **Marion County, a political subdivision of the State of Oregon**

Names of Second Parties: **Marion County, a political subdivision of the State of Oregon**

C. Consideration Paid: (if applicable): **None, donation for public purposes**

D. Lien or Satisfaction Amount: (if applicable): **N/A**

E. Until a change is requested, all tax statements shall be sent to the following address:

Exempt, Public Property
(Roadway Purposes)

F. Name and address of person authorized to receive the instrument after recording:

Kent R. Inman, County Surveyor
Marion County Department of Public Works
5155 Silverton Road NE
Salem, Oregon 97305

RIGHT-OF-WAY DEDICATION

Marion County ("Dedicator"), hereby dedicates a perpetual right-of-way for roadway purposes on, over, and under the following described property, and forever dedicates for use as a public roadway all of the following described real property situated in Marion County, Oregon:

Blocks A and B, Alder Estates as recorded in Volume 37, Page 40, Book of Town Plats.

The dedicated property shall only be used for public roadway purposes, which includes utilities.

Dedicator is the fee title owner of the property. The public may peaceably enjoy the rights and benefits of this dedication. There are no other interests in the property that conflict with the intended use of this dedication. The dedicated property is free of encumbrances except those of which Dedicator has disclosed hereon. Dedicator has the unrestricted right to dedicate the property without additional consent or permission.

Oregon Revised Statutes relevant to this dedication document are ORS 92.010(9)(d), ORS 92.175(c), and said document shall comply with ORS 92.014(2).

Dedicator:

MARION COUNTY BOARD OF COMMISSIONERS

_____
CHAIR

_____
COMMISSIONER

_____
COMMISSIONER

STATE OF OREGON)
) ss
County of Marion)

This instrument was acknowledged before me on _____, 2025

By_____

_____

_____

as Marion County Commissioners.

_____
Notary Public for Oregon

MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: 7/23/2025

Department: Public Works

Title: Marion County Transportation Safety Action Plan

Management Update/Work Session Date: 6/26/2025 **Audio/Visual aids** ☐

Time Required: 5 Minutes **Contact:** Carl Lund **Phone:** 503-566-3984

Requested Action:
Amend the Marion County Transportation Safety Action Plan by replacing Appendix C of the Plan with the revised Appendix C attached to this order.

Issue, Description & Background:
Marion County is committed to enhancing safety and mitigating the risk of fatal and serious injury crashes on its transportation system. This Transportation Safety Action Plan (TSAP) is a data-driven plan that was developed in collaboration with a Task Force and local partners with a vested interest in transportation safety. With a focus on the Safe System Approach, this TSAP will help guide the County's investments, encourage future collaboration with safety partners, and aid the County in securing state and federal grant funding for safety improvement projects. By implementing the policies, projects, and strategies in this TSAP, Marion County will incrementally improve the safety of everyone who travels in Marion County.

Financial Impacts:
No current or direct financial impact

Impacts to Department & External Agencies:
The Marion County Transportation Safety Action Plan will create access to traffic safety grant opportunities for Marion County and provides a plan for how to address high crash locations in Marion County.

List of attachments:
Transportation Safety Action Plan, Appendix C (revised)

Presenter:
Carl Lund

Department Head Signature:
Brian Nicholas
Digitally signed by Brian Nicholas
Date: 2025.07.08 10:36:48 -07'00'

BEFORE THE BOARD OF COMMISSIONERS

FOR MARION COUNTY, OREGON

In the Matter of amending the Marion County Transportation Safety Action Plan.	))))

ORDER No. _____

This matter came before the Marion County Board of Commissioners at its regularly scheduled public meeting on Wednesday, July 23, 2025, to consider the amendment of the Marion County Transportation Safety Action Plan.

WHEREAS, the board adopted the Marion County Transportation Safety Action Plan on June 18, 2025, requiring regular review and updates as necessary; and

WHEREAS the board finds it appropriate to revise Appendix C of the Marion County Transportation Safety Action Plan; now therefore,

IT IS HEREBY ORDERED that the Marion County Transportation Safety Action Plan is amended by replacing Appendix C attached to the plan adopted June 18, 2025, with a revised Appendix C attached to this order.

DATED at Salem, Oregon, this 23rd day of July, 2025.

MARION COUNTY BOARD OF COMMISSIONERS

_____
Chair

_____
Commissioner

_____
Commissioner

Oregon
Tina Kotek, Governor

Department of Transportation
Policy, Data and Analysis Division
355 Capitol St NE, MS 42
Salem, OR 97301
Phone: (503) 302-6095

Date: January 21, 2025
To: Project Management Team | Marion County
From: Leia Kagawa, P.E. | 96901 Renews: 6/30/25 | Senior Transportation Analyst
Transportation Planning Analysis Unit (TPAU)
Subject 2D-22 Marion County TSP Crash Analysis

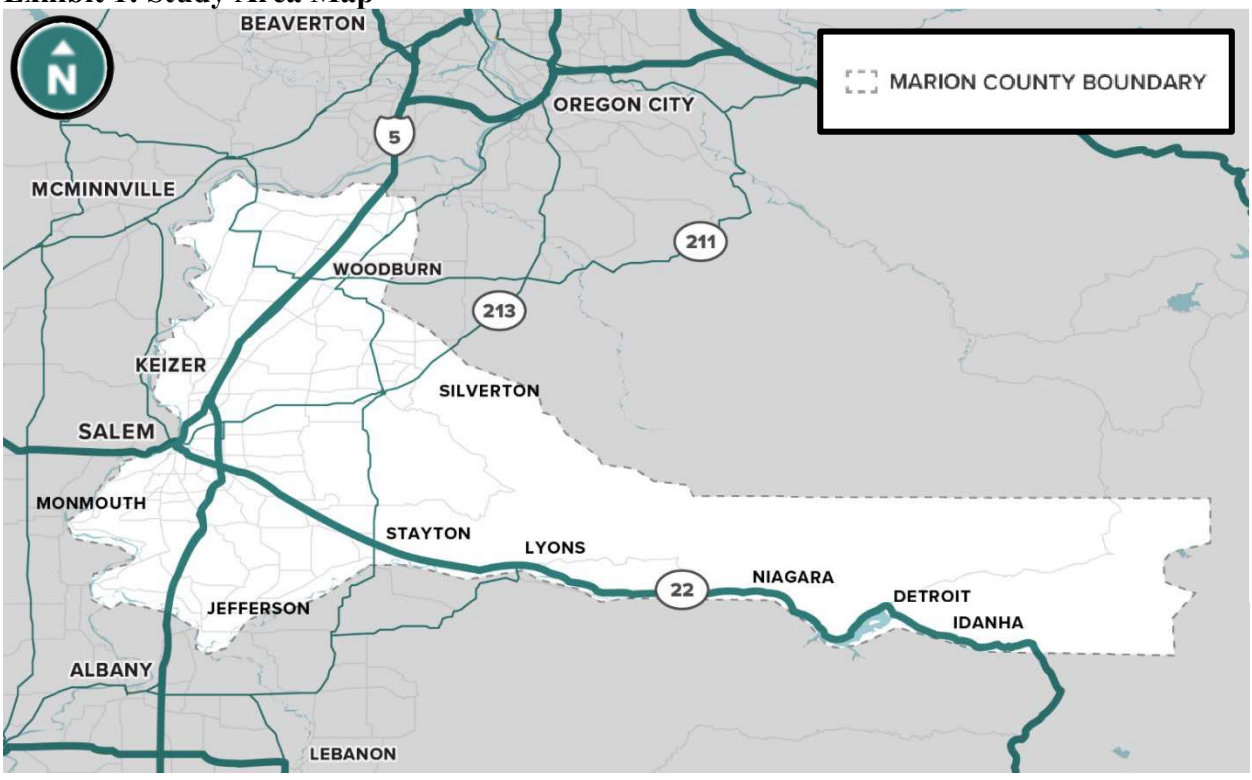
KAGAWA Leia Digitally signed by KAGAWA Leia Date: 2025.06.25 02:38:28 -07'00'

The purpose of this memorandum is to document existing safety issues on roadways in the Marion County Rural Transportation System Plan (TSP), (study area) particularly study intersections, see Exhibit 1. The 66 identified study area intersections where the first 40 (#1 to #40) are to be further analyzed by the TSP consultant and the remaining 26 (#1-C to #26-C) by Marion County, see Appendix C.

Crash Analysis

Crash deficiencies should be addressed within the build alternatives. The crash analysis is based off the official reported crashes submitted to ODOT's Crash Analysis and Reporting Unit (CARU) for the study for 2017, 2018, 2019, and 2022 (analyzed years). Note that data from 2020-2021 are excluded. The COVID-19 pandemic impacted travel patterns most between 2020-2021. The impacts result in abnormal traffic volumes, destinations and trends that should not be factored in typical crash analysis.

Exhibit 1: Study Area Map



Crash Types

The crashes in the study area represent typical crashes for rural or urban-fringe areas with an interstate with high truck volumes, see Appendix A.
Rear-ends in rural areas are generally caused by motorists' inattention and colliding into a vehicle at an intersection. At interstate ramps, rear-end collisions are generally caused queues extending from the ramps to the mainline.

Turning and angle collisions are caused by motorists taking improper gaps in traffic or failing to yield the right-of-way.

Overtaking sideswipe collisions often caused by motorist's inattention such as not using mirrors or following too closely. However, at interstate ramps, these kinds of collisions are generally caused by merging on or off a congested ramp.

Roadway departures are often caused by motorists' s inattention, loss of control due to speeding or other risky behaviors such as alcohol or substance abuse. In the study area 1,303 (14%) of crashes were flagged for roadway departures while 74 (12%) of study intersection crashes were flagged.

The ongoing Marion County Transportation Safety Action Plan (TSAP)[1] identifies potential countermeasures for roadway departures and intersection crashes and should be referenced in developing build alternatives.

Crash Analysis Summary

The following sections show the summarized crash analysis statistics the study area.
For the analyzed years, there were 9,206 reported crashes in Marion County with, 4,551 in the study area. Within the study area 1,284 were in the urban fringe and 642 (14%) were associated with the 66 study intersections. These crashes mostly occurred in dry, daytime conditions, see Table 1.

Table 1: Study Intersections – Fair Conditions

Fair Condition	Study Intersections		Study Area	
	Count	Percent	Count	Percent
Clear or Cloudy Weather	529	82%	3,631	80%
Dry Road Surface	498	78%	3,331	73%
Daylight	397	62%	3,016	66%

There are several ODOT Safety Priority Index System (SPIS) sites in the study area, see Appendix B. SPIS scores are based on three years of crash data[2]. To avoid the over-representation of a crash at a location, SPIS scores over multiple years should be compared. Table 2 lists locations that are identified multiple times as a top five and ten percent for analysis

[1] *Marion County Transportation Safety Action Plan*
[2] *Safety Priority Index System (SPIS), Oregon Adjustable Safety Index (OASIS), and Crash Summary Reports (CSR) System User Guide*

years 2017-2018 and 2022. As noted in the table, all five of the reoccurring SPIS site locations are at intersections with four of them being study intersections.

Table 2: Top 5% and 10% SPIS Sites in the Study Area

	Road*	Brooklake	Ehlen	OR 214	OR 213	OR 214
	Study Intersection	**#21-C** I-5 NB Ramp/ Brooklake Rd	**#12-C** I-5 SB Ramp/ Ehlen Rd	**#n/a** *(OR 214/Elliott Prairie Rd NE)*	**#14** OR 213/Mt Angel Scotts Mill Rd	**#15** OR 214/ Cascade Highway SE
2017 **	**ADT**	-	-	-	**5,201**	1,682
	%	-	-	-	**95*** **	90
	Score	-	-	-	**61.63**	52.53
	Crash	-	-	-	**12**	6
	Fatal & A	-	-	-	**1**	1
2018	**ADT**	9,600	11,800	-	4,833	**1,600**
	%	90	90	-	90	**95*** **
	Score	56.94	55.16	-	56.37	**63.29**
	Crash	12	18	-	10	**9**
	Fatal & A	1	0	-	1	**1**
2019	**ADT**	9,300	**11,500**	5,944	4,455	1,100
	%	90	**95*** **	90	90	95
	Score	51.84	**78.33**	54.8	54.04	63.73
	Crash	10	**23**	10	9	8
	Fatal & A	1	**1**	1	1	1
2022	**ADT**	-	-	5,944	4,244	-
	%	-	-	90	90	-
	Score	-	-	48.92	58.62	-
	Crash	-	-	8	12	-
	Fatal & A	-	-	1	1	-

**Mile Points (MP) for SPIS segments in order, left to right: Brooklake (263.48-263.63), Ehlen (278.63-278.72), OR 214 (41.44-41.58), OR 213 (24.68-24.88), and OR 214 (15.5-15.69)*

***The calculation of SPIS calculation differs as it includes property damage only (PDO)*

**** Bolded values associated with 5% SPIS sites*

Table 3 shows the crash and year summary for the analyzed study intersections. Rear-ends, angle, or turning collisions at intersections were the most represented crash types. Overall, the number of crashes has remained steady over the analyzed period.

The northbound and southbound ramps of I-5 and Ehlen Road accounted for 33% of all rear-ends and 27% of all study intersection crashes. The ramps at this interchange experience significant

congestion due to long-haul truck amenities and previous roadway geometry. A new interchange configuration is currently in construction and projected to be completed in 2027[3].

Table 3: Study Intersection Crash Type and Year Table

Crash Type	2017 Count (%)	2018 Count (%)	2019 Count (%)	2022 Count (%)	Total Count & %	Fatal/ Injury A
Miscellaneous	**1** (1%)	0 (0%)	**1** (1%)	**1** (1%)	3	0
Backing	0 (0%)	0 (0%)	**1** (1%)	**1** (1%)	2	0
Pedestrian	0 (0%)	**1** (1%)	0 (0%)	**1** (1%)	2	2
Angle	**21** (14%)	**32** (19%)	**28** (17%)	**25** (16%)	106	9
Head-on	**2** (1%)	**3** (2%)	0 (0%)	**3** (2%)	8	2
Rear-End	**56** (37%)	**61** (36%)	**54** (34%)	**59** (37%)	230	1
Sideswipe Meeting*	**2** (1%)	**3** (2%)	**2** (1%)	**3** (2%)	10	1
Sideswipe Overtaking	**4** (3%)	**4** (2%)	**9** (6%)	**4** (3%)	21	1
Turning	**43** (28%)	**47** (28%)	**47** (29%)	**47** (29%)	184	4
Parking	**2** (1%)	**1** (1%)	0 (0%)	0 (0%)	3	0
Non-Collision	0 (0%)	**1** (1%)	**2** (1%)	**2** (1%)	5	1
Object (Fixed)	**22** (14%)	**15** (9%)	**17** (11%)	**14** (9%)	68	9
Subtotal:	**153**	**168**	**161**	**160**	**642**	**30**

**Sideswipe-meeting are collisions of two vehicles traveling in the opposite directions that are not a head-on crash.*

There were 30 reported fatalities and severe injuries (type A) at the study intersections. Of these, 17% occurred during typical morning commuting hours (6-9 AM) and 40% during typical evening commuting hours (3-6 PM). Most (88%) crashes with reported speed limits[4] occurred on high-speed routes, >=55 MPH. Approximately 30% of crashes were roadway departures with collisions with a fixed object.

The 30 crashes with fatalities or severe injuries occurred at 19 locations and are detailed below:

Golf Club Rd/Sublimity Rd – One crash with a fatality and three with serious injuries

All four crashes were angle collisions due to not yielding right-of-way or passing a stop sign. Three were mid-morning and one in the afternoon. These crashes all occurred on clear or cloudy days on dry pavement.

I-5 NB Ramp/Ehlen Rd – Two crashes with a fatality and two with serious injuries

All four crashes occurred on clear or cloudy days.

- Around midnight, a head-on collision due to a vehicle going the wrong way
- One night, a pedestrian fatality due to the pedestrian illegally in the roadway
- One a morning, a sideswiping (overtaking) collision occurred due to careless driving.
- One afternoon, a rear-end collision due to following too closely

[3] *ODOT project K22505 "Aurora-Donald Interchange Phase 2"*

[4] All crash records include time, date, crash type, number of persons suspected involved and severity of injury, but may not have all other data fields complete

OR 213/Mt Angel Scotts Mill Rd – Three crashes with serious injuries

All three crashes occurred on clear days on dry pavement.

- One morning, a head-on collision due to improper driving
- One afternoon, a turning collision due to not yielding right-of-way
- One afternoon, a vehicle drove off into a ditch due to a vehicle indirectly involved in the crash.

French Prairie Rd/McKay Rd – Two crashes with serious injuries

Both crashes were angle collisions on clear days on dry pavement.

- One mid-morning, due to careless driving
- One afternoon, due to inattention

OR 214/Cascade Highway SE – Two crashes with serious injuries

Both crashes were angle collisions due to not yielding right-of-way.

- One in the morning on a clear day on dry pavement.
- One in the afternoon on a cloudy day on wet pavement.

OR 99E/Howell Prairie Rd NE – One crash with a fatality and one with serious injuries

- One night, a ped was injured due to the pedestrian illegally in the roadway. It was a clear day and the pavement was dry.
- One morning, a turning collision due to inappropriate speed for the conditions. It was a cloudy day and the pavement was wet.

Arndt Rd/Airport Rd – One crash with serious injuries

One evening, an angle collision occurred due to the motorist disregarding the traffic signal. It was a cloudy day and the pavement was dry.

Donald Rd/Yergen Rd – One crash with a fatality

One afternoon, a vehicle drove into a utility pole then shrubbery due to speeding. It was a clear day and the pavement was dry.

Howell Prairie Rd/Labish Center Rd – One crash with serious injuries

One afternoon, a vehicle drove into a utility pole due to inattention. It was a cloudy day and the pavement was dry.

Howell Prairie Rd/Hazelgreen Rd – One crash with serious injuries

One evening, a vehicle drove into a ditch then overturned due to reckless driving. It was a clear day and the pavement was dry.

I-5 SB Ramp/Ehlen Rd – One crash with serious injuries

One afternoon, a vehicle overturned due to excessive speed for the conditions. It was a clear day and the pavement was dry.

Meridian Rd/Downs Rd/Abiqua Rd – One crash with serious injuries

One evening, a vehicle drove into a ditch due inattention. It was raining and the pavement was wet.

Mt Angel Highway/Hobart Rd – One crash with serious injuries

One afternoon, a turning collision occurred due to not yielding right-of-way. It was a clear day and the pavement was dry.

OR 214/Shaw Highway SE – One crash with serious injuries

One afternoon, a vehicle drove into a ditch due to improper driving. It was a cloudy day and the pavement was wet.

OR 219 (River Rd NE)/McKay Rd – One crash with serious injuries

One night, a vehicle drove through a ditch and into a fence due to a drowsy driver. It was a clear day and the pavement was dry.

OR 99E/Boones Ferry Rd – One crash with a fatality

One evening, a vehicle drove into a ditch and overturned due to excessive speed for the conditions. It was a clear day and the pavement was dry.

Parrish Gap Rd/Delaney Rd – One crash with serious injuries

One morning, a turning collision occurred due to not yielding right-of-way. It was a cloudy day and the pavement was dry.

River Rd/Orville Rd – One crash with serious injuries

One afternoon, a sideswipe, though nearly head-on, collision occurred due to inattention. It was a clear day and the pavement was dry.

Wheatland Rd/ Brooklake – One crash with serious injuries

One evening, a vehicle drove through a ditch into shrubbery due to passing the stop sign. It was a clear day and the pavement was dry.

For the overall study area there were 328 reported fatalities and severe injuries. Of these, 12% occurred during typical morning commuting hours and 31% during typical evening commuting hours. Most (93%) crashes with reported speed limits occurred on high-speed routes. Over 40% of crashes were collisions with fixed objects involving a single vehicle, and of those crashes, 38% of crashes were off roadway collisions.

There were five reported crashes with pedestrian fatalities. Two off I-5, one on OR22 by Idanha, on Lakeside Dr between Labish Village and Labish Center, and one at the intersection of OR99E and Carl Rd north of Woodburn.

There was one reported crash with a cyclist fatality. The collision was due to the motorist's inattention. The crash occurred on a clear day on Lakeside Dr just east of OR 99E.

Crash Type Analysis

Crash types were analyzed to identify over-represented through the excess proportion (EP) of specific crash types method[5]. Half-mile segments were used for this analysis due to side street frequency, and segments with two or less crashes were excluded. Tables 4 and 5 flag segments in the study area and study intersections. Excess proportion suggests the "likelihood that the site will benefit with a countermeasure targeted at the collision type under consideration."[6] Turning and rear end crash types are identified in both segment and intersection analysis as common crash types locations with excess proportions.

[5] Highway Safety Manual (HSM) 2010 4-52
[6] Highway Safety Manual (HSM) 2010 4-58

Table 4 Excess Proportion Flagged 0.5 mile Segments

Crash Type	Road	Mile Points	Reference Population	Crash Count	Probability	Excess Proportion
Object (Fixed)	River Rd S	3.34-3.84	Rural Minor Arterial*	5	1.00	0.68
Turn	OR 99E	34.97-35.47		9	1.00	0.30
	OR 211	1.54-2.04		3	1.00	0.43
Rear	OR 99E	39.91-40.41		6	0.99	0.35
	OR 99E	38.39-38.89		6	0.98	0.28

** Only the Rural Minor Arterial function class/reference population had more than one identified flagged segment*

Table 5 Excess Proportion Flagged Study Intersections

Crash Type	ID	Study Intersection	Ref. Pop.	Crash Count	Prob.	Excess Prop.
Angle	17-C	Boones Ferry Rd/ Ehlen Rd	3ST	8	1.00	0.46
	15	OR 214/Cascade Hwy	4ST	17	1.00	0.44
	16-C	Bents Rd/Ehlen Rd	4SG	2	0.99	0.17
	14-C	Butteville Rd/Ehlen Rd	4ST	8	0.98	0.30
Sideswipe Overtaking	21-C	I-5 NB Ramp/Brooklake Rd	3ST	3	0.96	0.11
Turn	24-C	Golf Club Rd/Sublimity Rd	4ST	10	1.00	0.17
	1	OR 22/ North Fork Rd	4ST	2	1.00	0.30
	14	OR 213/ Mt Angel Scotts Mill Rd	4ST	5	1.00	0.13
	9	Parrish Gap Rd/Delaney Rd	3ST	5	1.00	0.62
	8-C	Witzel Rd/Aumsville Hwy	3ST	3	0.98	0.62
	10	OR 214.Shaw Hwy	3ST	4	0.98	0.42
	21	OR 99E/Quail Street	3ST	4	0.98	0.42
	27	OR 99E/ Howell Prairie Rd NE	3ST	7	0.97	0.26
	36	Arndt Rd/Airport Rd	4SG	14	0.97	0.16
	5	Howell Prairie Rd/Monitor-McKee Rd	3ST	2	0.96	0.62
	22	OR 99E/ Quinaby Rd	3ST	2	0.96	0.62
	19	Mt Angel Highway/Hobart Rd	3ST	3	0.95	0.37
	16-C	Bents Rd/Ehlen Rd	4SG	5	0.95	0.30
	26	OR 99E/ Boones Ferry Rd	3ST	9	0.93	0.15
Rear	25	OR 99E/Waconda Rd	4ST	12	1.00	0.39
	18	OR 551/ Ehlen Rd	4SG	34	1.00	0.19
	6	Howell Prairie Rd/Silverton Rd	AWSC	2	0.99	0.81
	20-C	I-5 NB Ramp/Ehlen Rd	3ST	37	0.99	0.15
	31	OR 99E/Keene Rd	4ST	6	0.99	0.34
	35	OR 551/Arndt Rd	4SG	6	0.99	0.45
	33	OR 219/McKay Rd	3ST	14	0.98	0.22

Crash Type	ID	Study Intersection	Ref. Pop.	Crash Count	Prob.	Excess Prop.
Rear	12	OR 214/ Woodburn-Monitor Rd	3ST	2	0.91	0.55
	3-C	Meridian Rd/Downs Rd/Abiqua Rd	3ST	2	0.91	0.55
	23	OR 99E/ Perkins Street	3ST	3	0.91	0.30

Crash Rate Flagged Segments and Intersections

Critical crash rates were calculated for half mile segments, with more than two crashes, in the study area and at each of the study intersections to flag intersections with an over-representation of crashes, see Tables 6 and 7. These crash rates are compared to their respective reference populations and Statewide Crash Rate tables for segments and published 90th percentile crash ratees for intersections, see Appendix A.

Table 6: Crash Rate Flagged 0.5 Mile Segments

Road	MP	Reference Pop.	FATAL	Inj A	Inj B	Inj C	PDO	CARU Crash Rate[7]	Critical Crash Rate	Critical Crash Rate (Fatal/A)
OR 99E	34.97-35.47	Rural Minor Arterial*	0	0	4	9	6	OVER	Under	Under
OR 214	40.01-40.51		0	1	1	2	4	OVER	Under	Under
OR 214	43.78-44.28		0	0	3	4	1	OVER	Under	Under
OR 164	1.91-2.41		0	1	3	0	4	OVER	OVER	OVER
Airport Rd	3.34-3.84		0	1	1	1	2	OVER	Under	Under

** Only the Rural Minor Arterial function class/reference population had more than one identified segment*

Table 7: Crash Rate Flagged Study Intersections

ID	Study Intersection	Ref. Pop.	FATAL	Inj A	Inj B	Inj C	PDO	State 90% Crash Rate[8]	Critical Crash Rate	Critical Crash Rate (Fatal/A)
9	Parrish Gap Rd/Delaney Rd	3ST	0	1	2	2	1	OVER	Under	Under
10	OR 214/Shaw Highway SE	3ST	0	1	2	1	2	OVER	OVER	Under
12	OR 214/Woodburn-Monitor Rd	3ST	0	0	2	2	3	OVER	Under	Under
13	Battle Creek Rd/Delaney Rd	3ST	0	0	0	0	4	OVER	Under	Under
19	Mt Angel Highway/Hobart Rd	3ST	0	1	1	2	0	OVER	Under	Under
26	OR 99E/Boones Ferry Rd	3ST	1	0	3	10	6	OVER	Under	Under

[7] https://www.oregon.gov/odot/Data/Documents/Crash_Rate_Table_II_2018-2022.pdf
[8] Analysis Procedures Manual, Chapter 4, Exhibit 4-1

ID	Study Intersection	Ref. Pop.	FATAL	Inj A	Inj B	Inj C	PDO	State 90% Crash Rate[8]	Critical Crash Rate	Critical Crash Rate (Fatal/ A)
27	OR 99E/Howell Prairie Rd NE	3ST	1	1	2	4	3	**OVER**	Under	Under
33	OR 219/McKay Rd	3ST	0	1	3	6	14	**OVER**	Under	Under
34	River Rd/Orville Rd	3ST	0	1	0	2	4	**OVER**	Under	Under
7-C	Wheatland Rd/Brooklake Rd	3ST	0	1	2	0	0	**OVER**	Under	Under
8-C	Witzel Rd/Aumsville Hwy	3ST	0	0	0	3	0	**OVER**	Under	Under
17-C	Boones Ferry Rd/Ehlen Rd	3ST	0	0	5	6	7	**OVER**	**OVER**	Under
19-C	I-5 SB Ramp/Ehlen Rd	3ST	0	1	15	36	32	**OVER**	**OVER**	Under
20-C	I-5 NB Ramp/Ehlen Rd	3ST	2	2	14	20	27	**OVER**	**OVER**	**OVER**
21-C	I-5 NB Ramp/Brooklake Rd	3ST	0	2	2	12	5	**OVER**	Under	Under
22-C	I-5 SB Ramp/Brooklake Rd	3ST	0	0	3	12	7	**OVER**	Under	Under
14	OR 213/Mt Angel Scotts Mill Rd	4ST	0	3	4	7	6	Under	**OVER**	**OVER**
15	OR 214/Cascade Highway SE	4ST	0	2	4	8	5	Under	**OVER**	OVER
25	OR 99E/Waconda Rd	4ST	0	0	4	13	6	Under	**OVER**	Under
24-C	Golf Club Rd/Sublimity Rd	4ST	1	3	10	7	6	Under	**OVER**	**OVER**
2	Culver Drive/Deer Park Rd	AWSC	0	0	2	4	2	n/a	**OVER**	Under
32	River Rd/Quinaby Rd	AWSC	0	1	5	10	7	n/a	**OVER**	Under
18	OR 551/Ehlen Rd	4SG	0	0	10	19	18	**OVER**	**OVER**	Under
28	OR 99E/Mt Angel-Gervais Rd	4SG	0	0	5	13	2	**OVER**	Under	Under
36	Arndt Rd/Airport Rd	4SG	0	1	8	10	10	**OVER**	**OVER**	**OVER**

All the flagged segments and intersections identified in this report are considered safety issue areas, see Table 8 for a summary, and should be further investigated and countermeasures identified. Mile points 1.91-2.41 of OR 164 and study intersections have the most flagged safety concerns. Exhibit 2 examines representative crashes at three of the most flagged locations according to Table 8.

The Marion County TSAP may be a starting point in countermeasure identification. Ultimately, identified countermeasures should be from ODOT's All Road Transportation Safety (ARTS) Program Crash Reduction Factor Manual[9] to streamline future project funding and programming.

[9] https://www.oregon.gov/odot/Engineering/ARTS/CRF-Manual.pdf

Exhibit 2 – Representative Crashes at most flagged locations

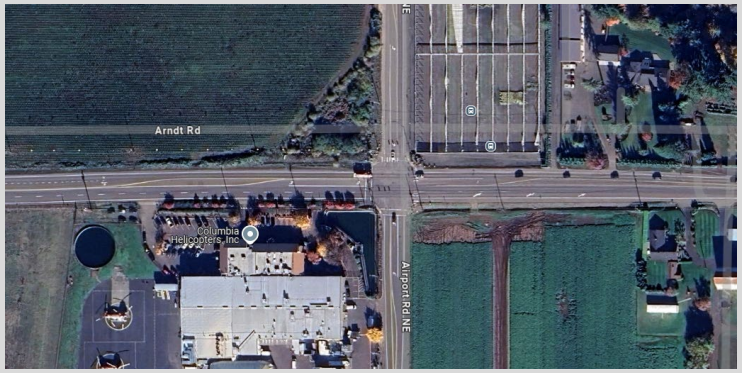
Location Layout	Representative Crash
	On OR 164 at approximately MP 1.92, crash #1739755 occurred on Friday 10/20/2017 around 10 AM in cloudy, daylight conditions. The pavement was wet. The head-on collision of two vehicles occurred despite a double solid yellow centerline in this segment. This segment is in a curve with several driveways to residential and agricultural properties. There are limited gravel shoulders with deep ditches on each side.
	At the signalized intersection of Arndt Rd/Airport Rd, crash #1722447 occurred on Tuesday 3/21/2017 around 4 PM in clear, daylight conditions. The pavement was dry. The collision was due improperly yielding of one of two vehicles going in opposite directions, one turning left and the other straight (Turn Crash). There were no fatalities or serious injuries, but there were at least two possibly injured.
	At stop controlled I-5 NB Ramp/Ehlen Rd off ramp, crash #1729320 occurred on Monday 6/26/2017 around 5 PM in clear, daylight conditions. The pavement was dry. The collision consisted of two vehicles and was due rear-end due to queueing from the off ramp onto Ehlen Rd. There were no fatalities or injuries.

Table 8 Safety Issue Area Summary

ID	Location	Ref. Pop.	CARUC Rate	State 90% Crash Rate	Crit. Crash Rate	Crit. Crash Rate (Fatal/A)	EP Angle Crash	EP Side-swipe, Over-taking	EP Object (Fixed)	EP Turn	EP Rear
n/a	OR 99E (34.97-35.47)	Rural Minor Arterial	✓							✓	
n/a	OR 99E (39.91-40.41)										✓
n/a	OR 99E (38.39-38.89)										✓
n/a	OR 211 (1.54-2.04)									✓	
n/a	OR 214 (40.01-40.51)		✓								
n/a	OR 214 (43.78-44.28)		✓								
n/a	OR 164 (1.91-2.41)		✓		✓	✓					
n/a	Airport Rd (3.34-3.84)		✓								
n/a	River Rd S (3.34-3.84)								✓		
1	OR 22/ North Fork Rd	4ST								✓	
2	Culver Drive/Deer Park Rd	AWSC			✓						
5	Howell Prairie Rd/Monitor-McKee Rd	3ST								✓	
6	Howell Prairie Rd/Silverton Rd	AWSC									✓
9	Parrish Gap Rd/Delaney Rd	3ST		✓						✓	
10	OR 214/Shaw Highway SE	3ST		✓	✓					✓	
12	OR 214/Woodburn-Monitor Rd	3ST		✓							✓
13	Battle Creek Rd/Delaney Rd	3ST		✓							
14	OR 213/Mt Angel Scotts Mill Rd	4ST			✓	✓				✓	
15	OR 214/Cascade Highway SE	4ST			✓	✓	✓				
18	OR 551/Ehlen Rd	4SG		✓	✓						✓
19	Mt Angel Highway/Hobart Rd	3ST		✓						✓	
21	OR 99E/Quail Street	3ST								✓	
22	OR 99E/ Quinaby Rd	3ST								✓	
23	OR 99E/ Perkins Street	3ST									✓
25	OR 99E/Waconda Rd	4ST			✓						✓
26	OR 99E/Boones Ferry Rd	3ST		✓						✓	
27	OR 99E/Howell Prairie Rd NE	3ST		✓						✓	
28	OR 99E/Mt Angel-Gervais Rd	4SG		✓							
31	OR 99E/Keene Rd	4ST									✓
32	River Rd/Quinaby Rd	AWSC			✓						
33	OR 219/McKay Rd	3ST		✓							✓
34	River Rd/Orville Rd	3ST		✓							
35	OR 551/Arndt Rd	4SG									✓
36	Arndt Rd/Airport Rd	4SG		✓	✓	✓				✓	
3-C	Meridian Rd/Downs Rd/Abiqua Rd	3ST									✓
7-C	Wheatland Rd/Brooklake Rd	3ST		✓							
8-C	Witzel Rd/Aumsville Hwy	3ST		✓						✓	
14-C	Butteville Rd/Ehlen Rd	4SG					✓				
16-C	Bents Rd/Ehlen Rd	3ST					✓			✓	
17-C	Boones Ferry Rd/Ehlen Rd	3ST		✓	✓		✓				
19-C	I-5 SB Ramp/Ehlen Rd	3ST		✓	✓						
20-C	I-5 NB Ramp/Ehlen Rd	3ST		✓	✓	✓					✓
21-C	I-5 NB Ramp/Brooklake Rd	3ST		✓				✓			
22-C	I-5 SB Ramp/Brooklake Rd	3ST		✓							
24-C	Golf Club Rd/Sublimity Rd	4ST			✓	✓				✓	

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MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: 07/23/2025

Department: Public Works

Title: Brooks-Hopmere Water Improvement Project - Slayden EWA#2

Management Update/Work Session Date: 7/08/2025 **Audio/Visual aids** ☒

Time Required: 10 minutes **Contact:** Chris Einmo **Phone:** 503-566-4119

Requested Action:
Approve Early Work Amendment #2 (EWA2) to Contract PW-5864-24 with Slayden Constructors, Inc. in the amount of $151,962 for potholing & permitting for the Brooks-Hopmere Water Improvement Project.

Issue, Description & Background:
Marion County Public Works is delivering the Brooks Community Service District (BCSD) Water Improvement Project. The Project is required to deliver a municipal water campus under aggressive funding deadlines. The project team identified the need for investigatory potholing to identify and verify the location, depth, and type of existing underground utilities along Brooklake Road NE and Udder Way NE to ensure early critical-path construction activities begin without delay. Therefore, the use of Early Work Amendments to procure the service is essential to the project delivery strategy. EWA2 also includes allowance for permitting.

Financial Impacts:
EWA2 increases the value of Contract PW-5864-24 by $151,962 from $762,597 to $914,559. This is a budgeted expense in the current fiscal year.

Impacts to Department & External Agencies:
This is a budgeted expense of the Project that does not result in impacts to other county departments or external agencies.

List of attachments:
Contract PW-5864-24, Early Work Amendment #2

Presenter:
Chris Einmo, Senior Project Manager, Marion County Public Works

Department Head Signature:
Brian Nicholas
Digitally signed by Brian Nicholas
Date: 2025.07.01 13:50:02 -07'00'

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Contract Review Sheet

Public Improvement Agreements **PW-5864-24 EWA2**

Title: **ARPA - CMGC - Brooks-Hopmere Water and Wastewater Improvement Project**

Contractor's Name: **Slayden Constructors, Inc.**

Department: **Public Works Department** Contact: **Alicia Jones**

Analyst: **Kathleen George** Phone #: **-4388**

Term - Date From: **Execution** Expires: **December 31, 2026**

Original Contract Amount: **$ 181,248.00** Previous Amendments Amount: **$ 581,349.00**

Current Amendment: **$ 151,962.00** New Contract Total: **$ 914,559.00** Amd% **405%**

Outgoing Funds ☑ Federal Funds ☐ Reinstatement ☐ Retroactive ☑ Amendment greater than 25%

Source Selection Method: **40-0600 Alternative Contract Methods** **PW1404-23**

Description of Services or Grant Award

Construction Manager General Contractor (CM/GC), to engage in the following services: Construction management, constructability review, Value Engineering, CPM scheduling and schedule analysis, construction and construction procurement, bidding and administration of subcontracted work, commissioning and all related CM/GC services related to the Brooks-Hopmere Infrastructure Improvement Projects Water and Wastewater Public Improvement.

Early Work Amendment No. 1 adds $581,348.00 to original contract to procure long lead time equipment to include Electrical gear, Backup generator, Jockey Pumps, Duty Pumps, and Vertical Split Case Pumps and to deliver equipment to project location.

Early Work Amendment No. 2 adds $151,962.00 to contract for a total of $914,559.00 for investigatory potholing to identify and verify the location, depth, and type of existing underground utilities along Brooklake Road NE and Udder Way NE to ensure early critical-path construction activities begin without delay.

Desired BOC Session Date:	**7/23/2025**	Contract should be in DocuSign by:	**7/2/2025**
Agenda Planning Date	**7/10/2025**	Printed packets due in Finance:	**7/8/2025**
Management Update	**7/8/2025**	BOC upload / Board Session email:	**7/9/2025**

BOC Session Presenter(s) **Chris Einmo** Code: **Y**

REQUIRED APPROVALS

DocuSigned by: A3538E7AEC704F4... 7/3/2025
Finance - Contracts Date

Signed by: Alicia Jones DA7EBDCC1E7B47D... 7/3/2025
Contract Specialist Date

Signed by: Scott Norris 60C98A6F708240B... 7/3/2025
Legal Counsel Date

DocuSigned by: Jan Fritz DC16351248DE4EC... 7/3/2025
Chief Administrative Officer Date

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Contract #PW-5864-24

EXHIBIT E.2

MARION COUNTY
EARLY WORK AMENDMENT NO. 2 TO CONTRACT # PW-5864-24

THIS EARLY WORK AMENDMENT NO. 2 shall become effective upon execution by the Owner and CM/GC and receipt of any applicable approvals.

THIS AMENDMENT IS BETWEEN:

OWNER: Marion County, a political subdivision of the State of Oregon,

And

Slayden Constructors, Inc.
("CM/GC" and, in the Marion County
General Conditions for Public
Improvement Contracts,
September 1, 2014, Revised February 14, 2022 Edition, referred to as
"Contractor")

The Project is: ARPA- CM/GC Brooks- Hopmere Water & wastewater Improvement Project

The Engineer is:
Keller Associates, Inc.
245 Commercial St SE #210
Salem, OR 97301

Date of Original CM/GC Contract: April 12, 2024

Date of this Amendment: July 23, 2025

Docusign Envelope ID: 7272CC60-E1B4-4F49-AD9C-35DDE68112F6

Owner and the CM/GC hereby amend the Contract as set forth below. Capitalized terms used but not defined herein shall have the meanings given in the Contract Documents. Except as amended hereby, the Contract remains in full force and effect.

1. Early Work. In accordance with Article 3.2 of the CM/GC Contract, which authorizes the CM/GC to perform Construction Phase services if an Early Work Amendment is executed, Owner and the CM/GC hereby agree that the CM/GC shall perform the Early Work generally described below and more specifically described in Attachment E.2.i. including any Early Work Plans and Specifications, which are incorporated herein by this reference.

2. Statement of Early Work. The CM/GC will provide all labor, materials, supervision, coordination, and equipment necessary to complete the following Early Work:

    a. Obtain necessary permits for structural, mechanical, plumbing, electrical, fill and grading works.
    b. Investigatory potholing to identify and verify the location, depth, and type of existing underground utilities along Brooklake Road NE and Udder Way NE.
    c. The final scope of work to be as directed by the Engineer but not to exceed quoted amendment value.

3. Maximum Early Work Price. The parties agree that the cost of the Early Work described in this amendment shall not exceed $151,962 including the Estimated Cost of Work (ECOW) and the CM/GC fee as established in Article 6 of this Contract. CM/GC shall submit invoices for the following not to exceed amounts:

Estimated Cost of Work (Not to exceed):	$137,300
CM/GC Fee (8.0% of ECOW):	$10,984
Early Work Cost (Subtotal of Above):	$148,284
Bond & Insurance	$2,817
Net Cost:	$151,101
Oregon CATax (0.57% of Net Cost):	$861
Maximum NTE (Net Cost + CATax):	**$151,962**

4. Plans and Specifications. The specifications for the Early Work performed under this Amendment shall be Attachment E.2.i– Early Procurement Specifications for potholing and Exhibit A of this Contract, Marion County General Conditions for Public Improvement Contracts, rev. February 14, 2022, and may be amended by the Engineer as required.

5. Substantial Completion Date. Unless directed by the Engineer to the contrary, the required date for Substantial Completion for this Early Work package is June 30, 2026.

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6. Tax Compliance Certification. The individual signing on behalf of the CM/GC hereby certifies and swears under penalty of perjury that s/he is authorized to act on behalf of the CM/GC, s/he has authority and knowledge regarding the CM/GC's payment of taxes, and to the best of her/his knowledge, the CM/GC is not in violation of any Oregon tax laws. For purposes of this certification, "Oregon tax laws" means a state tax imposed by ORS 401.792 to 401.816, ORS 320.005 to 320.150 and 403.200 to 403.250, and ORS chapters 118, 314, 316, 317, 318, 320, 321 and 323; the elderly rental assistance program under ORS 310.630 to 310.706, and local taxes administered by the Department of Revenue under ORS 305.620.

THIS AMENDMENT except as expressly amended above, all other terms and conditions of the original contract are still in full force and effect. CM/GC certifies that the representations, warranties and certifications contained in the original Contract are true and correct as of the effective date of this Amendment and with the same effect as though made at the time of this Amendment.

ATTACHMENTS

Attachment E.2.i Potholing location

Docusign Envelope ID: 7272CC60-E1B4-4F49-AD9C-35DDE68112F6

Contract #PW-5864-24

SLAYDEN CONSTRUCTORS, INC. (CM/GC)

Authorized Representative of CM/GC: _____
Date

Title_____

CCB Registration No.: _____

MARION COUNTY (OWNER)

BOARD OF COMMISSIONERS

_____
Chair Date

_____
Commissioner Date

_____
Commissioner Date

Authorized Signature: DocuSigned by: Brian Nicholas 9793BA7AGD6D443... 7/3/2025
Department Director or designee Date

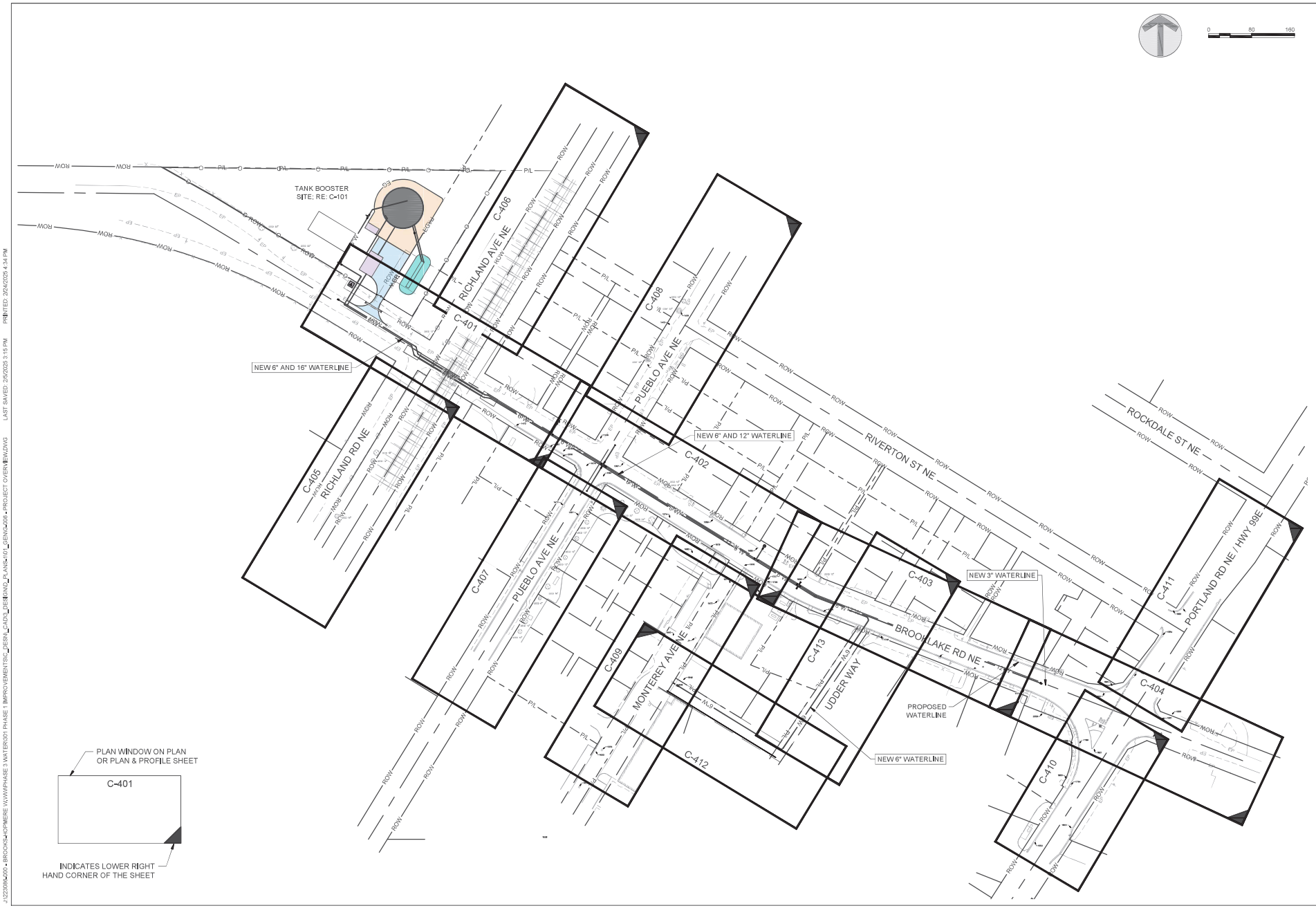
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Chief Administrative Officer Date

Reviewed by Signature: Signed by: Scott Norris 60C98A6F708240B... 7/3/2025
Marion County Legal Counsel Date

Reviewed by Signature: DocuSigned by: A3538F7AFC704F4... 7/3/2025
Marion County Contracts & Procurement Date

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KELLER ASSOCIATES
235 Commercial St SE, Suite 210
Salem, OR 97301
www.kellerassociates.com

DRAFT
Not For Construction

NO.	REVISIONS	DATE

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Marion County

PHASE 1 - WATER IMPROVEMENT PROJECT

PROJECT OVERVIEW

DRAWN: BDD | CHECK: –

VERIFY SCALE: Scales based on 22"x34" prints.

1-1/2 Inches

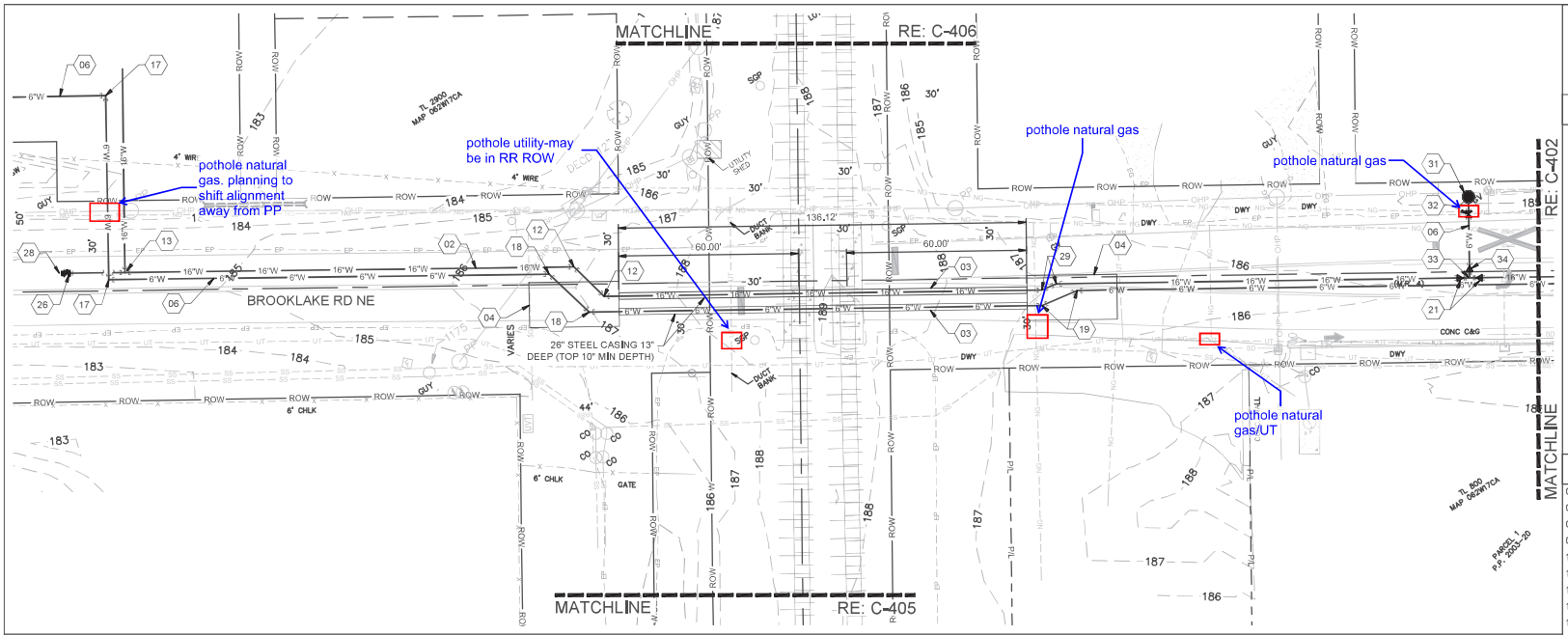
PROJECT NO. 223086 | PAGE

SHEET NO. G-006

J:\223086200 - BROOKS-HOPMERE W\WW\PHASE 3 WATER\391 PHASE 1 IMPROVEMENTS\C_DESIGN\C_CAD\DESIGN\D_PLANS\101_GENG\208 - PROJECT OVERVIEW.DWG LAST SAVED: 2/6/2025 3:15 PM PRINTED: 2/24/2025 4:34 PM

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GENERAL SHEET NOTES

1. EXISTING UTILITIES ARE SHOWN IN AN APPROXIMATE LOCATION. CONTRACTOR TO VERIFY EXISTING UNDERGROUND UTILITIES PRIOR TO CONSTRUCTION. SEE UTILITY PLANS FOR MORE INFORMATION.
2. FURNISH MATERIALS WHERE "INSTALL", "PLACE" OR "CONSTRUCT" IS REQUIRED UNLESS NOTED OTHERWISE.
3. AREAS DISTURBED BY CONSTRUCTION WHERE SURFACE REPAIR IS NOT INDICATED SHALL BE RESTORED TO CONDITIONS FOUND PRIOR TO CONSTRUCTION. THIS COST SHALL BE INCIDENTAL TO THE CONTRACT.

SHEET KEYNOTES

02	INSTALL PIPE - 16" PVC
03	INSTALL PIPE CASING
04	CONSTRUCT BORING TRENCH (30'x15')
06	INSTALL PIPE - 6" PVC
12	INSTALL FITTING - 16" 45° BEND (MJxMJ)
13	INSTALL FITTING - 16"x16"x16" TEE (MJxMJxMJ)
17	INSTALL FITTING - 6" 90° BEND (MJxMJ)
18	INSTALL FITTING - 6" 45° BEND (MJxMJ)
19	INSTALL FITTING - 6" 22.5° BEND (MJxMJ)
21	INSTALL FITTING - 16"x8" REDUCER
26	INSTALL VALVE - 16" BUTTERFLY
28	INSTALL FITTING - 16" BLIND FLANGE
29	INSTALL FITTING - 16" 22.5° BEND (MJxMJ)
31	INSTALL FIRE HYDRANT
32	INSTALL VALVE - 6" GATE
33	INSTALL FITTING - 8"x8"x8" TEE (FLGxFLGxFLG)
34	INSTALL FITTING - 8"x6" REDUCER

KELLER ASSOCIATES
235 Commercial St SE, Suite 210
Salem, OR 97301
503.364.5980

DRAFT
Not For Construction

NO.	REVISIONS	DATE

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PHASE 1 - WATER IMPROVEMENT PROJECT

WATER PLAN & PROFILE
STA XX+XX TO XX+XX

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VERIFY SCALE: Scales based on 22"x34" prints.

1-1/2 Inches

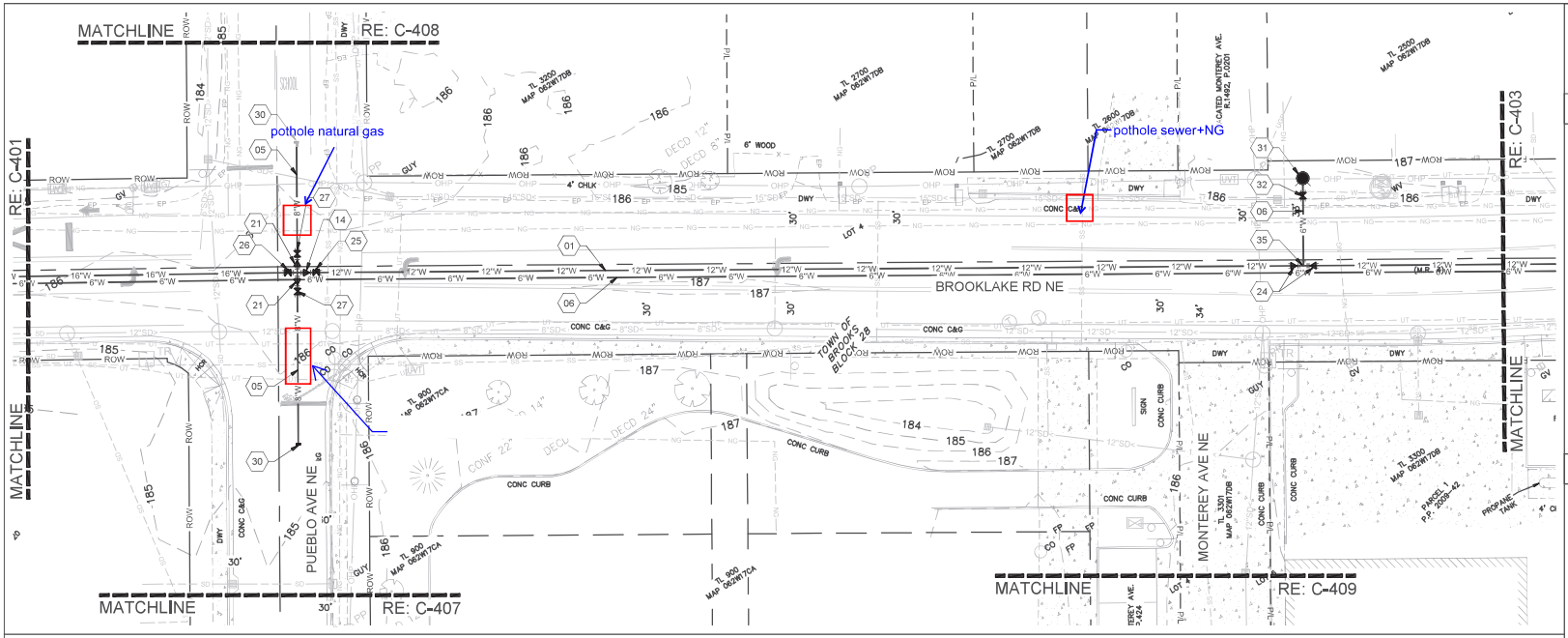
PROJECT NO. 223086 | PAGE

SHEET NO. C-401

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GRAPHIC SCALE
HORIZ: 0 20 40
VERT: 0 2 4

GENERAL SHEET NOTES

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SHEET KEYNOTES

01	INSTALL PIPE - 12" PVC
05	INSTALL PIPE - 8" PVC
06	INSTALL PIPE - 6" PVC
14	INSTALL FITTING - 16"x12" REDUCER
21	INSTALL FITTING - 16"x8" REDUCER
24	INSTALL FITTING - 12"x6" REDUCER
25	INSTALL VALVE - 12" BUTTERFLY
26	INSTALL VALVE - 16" BUTTERFLY
27	INSTALL VALVE - 8" GATE
30	INSTALL FITTING - 8" BLIND FLANGE
31	INSTALL FIRE HYDRANT
32	INSTALL VALVE - 6" GATE
35	INSTALL FITTING - 6"x6"x6" TEE (FLGxFLGxFLG)

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Marion County

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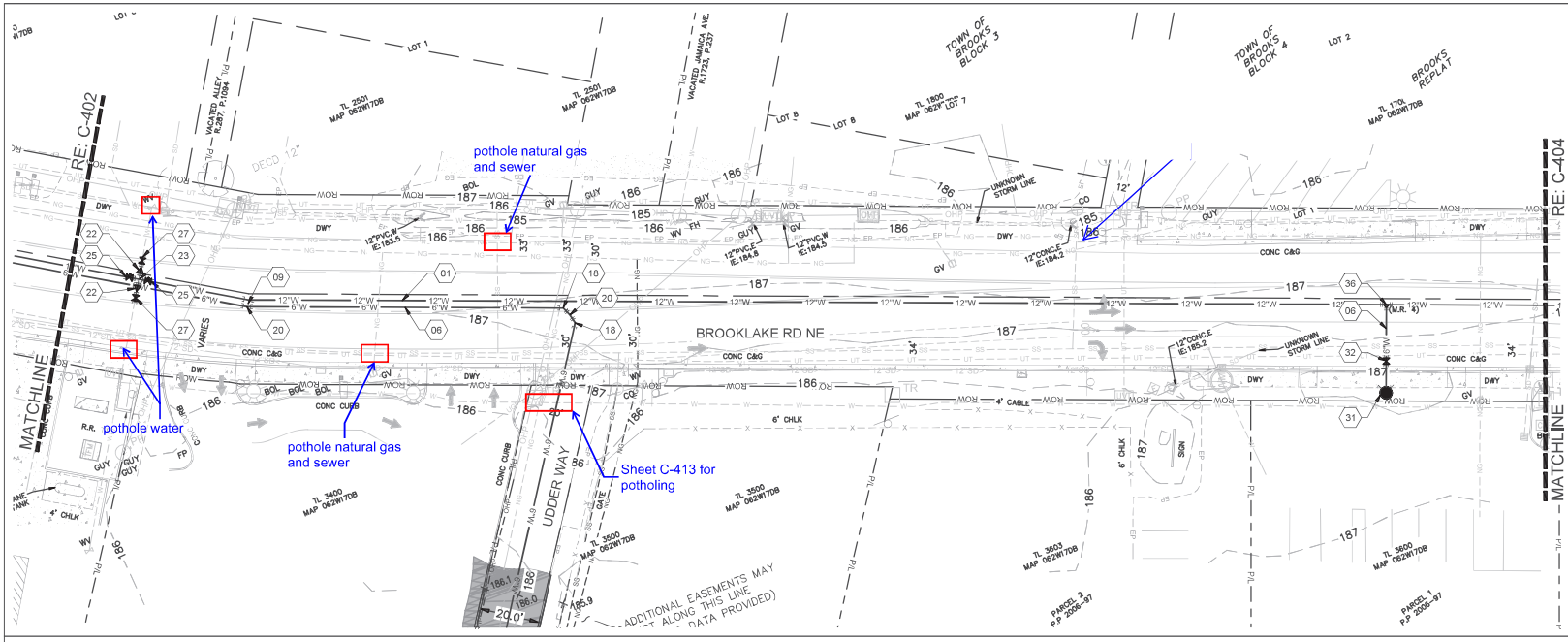
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SHEET NO. C-402

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06	INSTALL PIPE - 6" PVC
09	INSTALL FITTING - 12" 11.25° BEND (MJxMJ)
18	INSTALL FITTING - 6" 45° BEND (MJxMJ)
20	INSTALL FITTING - 6" 11.25° BEND (MJxMJ)
22	INSTALL FITTING - 12"x8" REDUCER
23	INSTALL FITTING - 12"x12"x8"x8" CROSS (FLGxFLG)
25	INSTALL VALVE - 12" BUTTERFLY
27	INSTALL VALVE - 8" GATE
31	INSTALL FIRE HYDRANT
32	INSTALL VALVE - 6" GATE
36	INSTALL FITTING - 12"x6" REDUCING TEE (FLGxFLGxFLG)

KELLER ASSOCIATES
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Marion County

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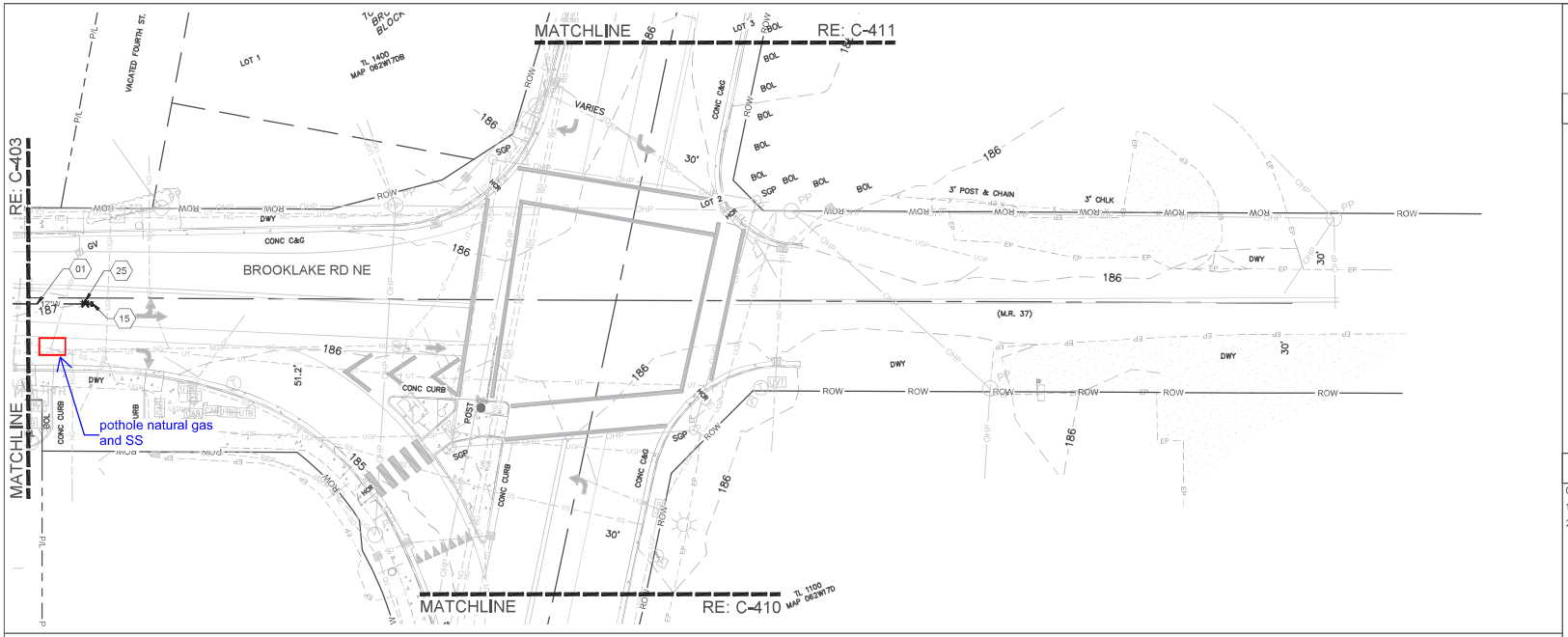
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SHEET NO. C-403

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SHEET KEYNOTES

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15 INSTALL FITTING - 12" BLIND FLANGE
25 INSTALL VALVE - 12" BUTTERFLY

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Salem, OR 97301
503.364.5205

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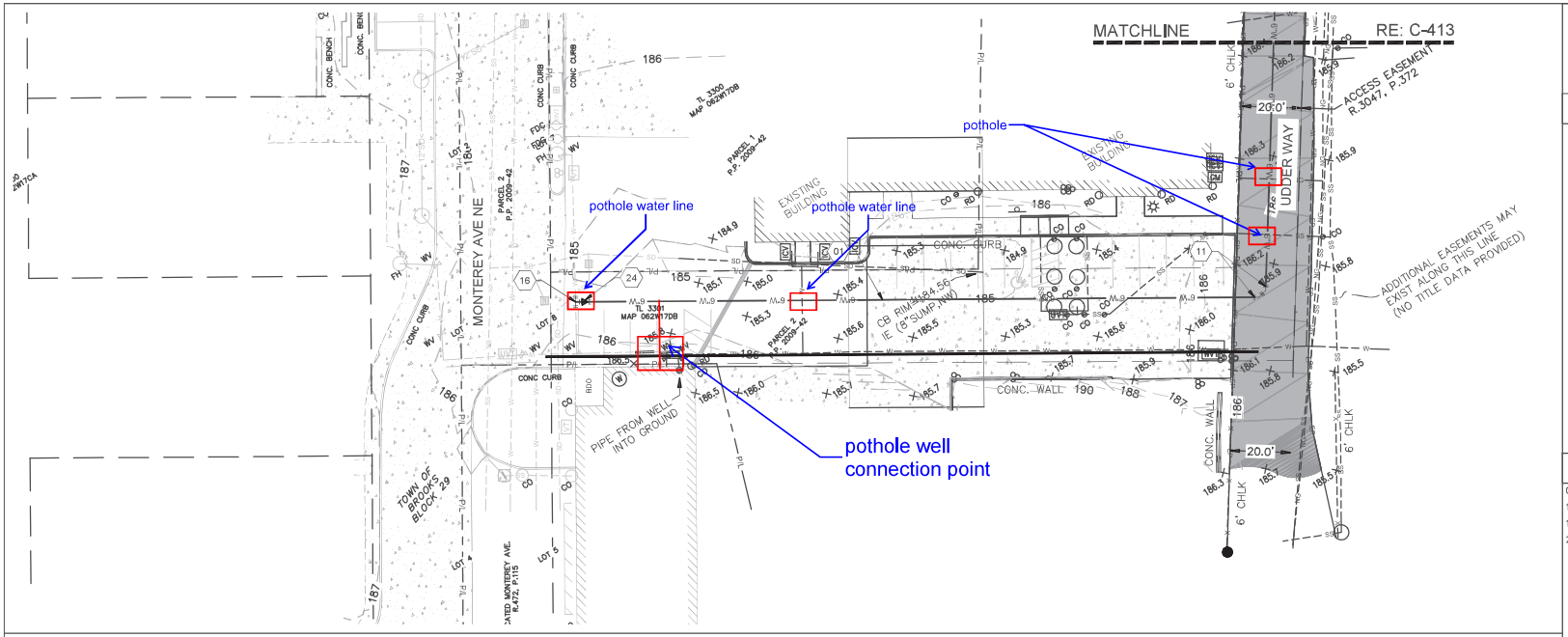
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GRAPHIC SCALE
HORIZ: 0 20 40
VERT: 0 2 4

KELLER ASSOCIATES
235 Commercial St SE, Suite 210
Salem, OR 97301
(503) 364-5980

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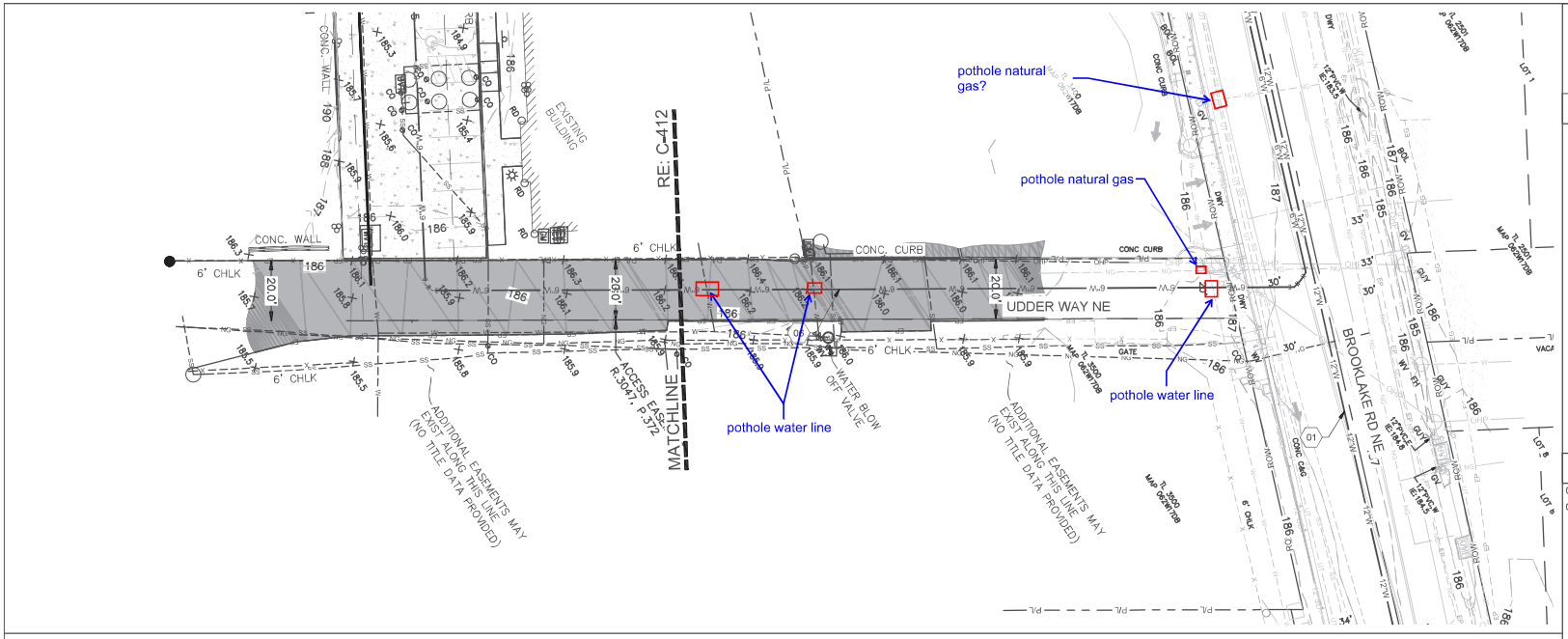
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Marion County

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MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: Wednesday, July 23, 2025

Department: Sheriff's Office

Title: Amendment #1 to the Contract for Services with Salem Health

Management Update/Work Session Date: Tuesday, July 8, 2025 **Audio/Visual aids** ☐

Time Required: 5 minutes **Contact:** Bethany Johnston **Phone:** x3261

Requested Action: Staff is recommending approval of amendment #1 to the Contract for Services with Salem Health in the amount of $250,000.00 for a new contract total of $850,000.00, and to extend the end date through November 30, 2025.

Issue, Description & Background: Per ORS 169.166, the provider must make reasonable efforts to collect any charges for services provided by billing the AIC or any current health insurance provider prior to billing the Marion County Sheriff ' s Office. Adding funds and extending the end date will get us through the service dates for AIC's currently receiving services, and to account for the time it will take to get through negotiations for the potential future contract.

Financial Impacts: Adding $250,000 to contract for FY 2024-25 invoices.

Impacts to Department & External Agencies: N/A

List of attachments: CRS, Agenda Review Form, Original Contract, Amendment #1

Presenter: Commander Jacob Ramsey

Department Head Signature: DocuSigned by: Jay Bergmann A8360599C95D420...

Docusign Envelope ID: 85E37DBF-8414-412D-84FA-27ADE5C85874

Contract Review Sheet

Contract for Services **SO-4728-22 - Am1**

Title: **Salem Hospital AIC Hospital Services**

Contractor's Name: **Salem Health**

Department: **Sheriff's Office** Contact: **Bethany Johnston**

Analyst: **Sandra Fixsen** Phone #: **(503) 589-3261**

Term - Date From: **August 1, 2022** Expires: **November 30, 2025**

Original Contract Amount: **$ 600,000.00** Previous Amendments Amount:

Current Amendment: **$ 250,000.00** New Contract Total: **$ 850,000.00** Amd% **42%**

Outgoing Funds ☐ Federal Funds ☐ Reinstatement ☐ Retroactive ☑ Amendment greater than 25%

Source Selection Method: **50-0160 Health Provider Contracts**

Description of Services or Grant Award

Amendment #1 will add **$250,000** to the contract and extend the end date through **November 30, 2025.** Per ORS 169.166, the provider must make reasonable efforts to collect any charges for services provided by billing the AIC or any current health insurance provider prior to billing the Marion County Sheriff's Office. This process has caused delays in invoicing the county for services.

The original contract was executed on August 1, 2022. The terms and conditions of the contract were for Salem Health to provide services to Marion County Jail adults in custody in the amount of $600,000.00 through July 31, 2025.

Desired BOC Session Date: **7/23/2025** Contract should be in DocuSign by: **7/2/2025**

Agenda Planning Date **7/10/2025** Printed packets due in Finance: **7/8/2025**

Management Update **7/8/2025** BOC upload / Board Session email: **7/9/2025**

BOC Session Presenter(s) **Commander Jacob Ramsey** Code: **Y**

REQUIRED APPROVALS

DocuSigned by: Sandra L. Fixsen C5F72234E6F64E3... 7/1/2025
Finance - Contracts Date

DocuSigned by: Bethany Johnston D69BA3AA80AC4BF... 7/8/2025
Contract Specialist Date

Signed by: Scott Norris 60C98A6E708240B... 7/3/2025
Legal Counsel Date

DocuSigned by: Jan Fritz DC16351248DE4EC... 7/3/2025
Chief Administrative Officer Date

Docusign Envelope ID: 85E37DBF-8414-412D-84FA-27ADE5C85874

Marion County
OREGON

AMENDMENT 1 to SO-4728-22
the CONTRACT FOR SERVICES
between
MARION COUNTY and SALEM HEALTH

This is Amendment 1 to the Contract for Services (as amended from time to time, the "Contract"), dated August 01, 2022, between Marion County, a political subdivision of the State of Oregon, hereinafter called County, and Salem Health, hereafter called Contractor.

The Contract is hereby amended as follows (new language is indicated by underlining and deleted language is indicated by ~~strikethrough~~):

ARTICLE IV: PAYMENT & BILLING

4.01 **Payment**. The Facility will accept the County's Allowed Amount as payment in full and as outlined in Compensation Exhibit A of this Agreement and shall only seek payment in compliance with the following:

A. Facility hereby agrees that in no event, including but not limited to nonpayment by County, County insolvency, or breach of this Agreement shall Facility bill, charge, collect a deposit, seek compensation, remuneration from, or have any recourse against an AIC or person acting on an AIC's behalf, other than the County, for services provided pursuant to this Agreement. This provision shall not prohibit collection services which are not otherwise payable by a primary or secondary carrier in accordance with regulatory standards for coordination of benefits.

B. Facility agrees, in the event of a county's insolvency, to continue to provide the services promised in this Agreement to AICs until the AIC is discharged from inpatient facilities or AIC's release from County's Custody, whichever is sooner. Outpatient services will be terminated on the same date of notification by County to Facility of County's insolvency and make best efforts to cooperate with County for the transfer of care.

C. Facility may seek payment from AIC for services that are not covered by the County.

D. During any appeal or dispute resolution process between Facility and County, Facility shall not bill or otherwise seek collection from AIC for any payment amounts in dispute.

E. The amount of this contract shall not exceed $850,000.00.

ARTICLE VI: TERM & TERMINATION

6.01 Term. This Agreement will take effect on the Effective Date and will remain ~~in force for a period of three years~~ through November 30~~July 31~~, 2025, unless terminated pursuant to Section 6.02.

EXHIBIT A
COMPENSATION

SALEM HEALTH HOSPITAL & CLINICS

The rates specified by this exhibit will remain in effect through November 30~~July~~ 31, 2025.

Docusign Envelope ID: 85E37DBF-8414-412D-84FA-27ADE5C85874

Except as expressly amended above, all other terms and conditions of the original contract are still in full force and effect. Contractor certifies that the representations, warranties and certifications contained in the original Contract are true and correct as of the effective date of this Amendment and with the same effect as though made at the time of this Amendment.

MARION COUNTY
BOARD OF COMMISSIONERS:

_____

Chair Date

_____

Commissioner Date

_____

Commissioner Date

Authorized Signature: DocuSigned by: Jay Bergman A8360599C95D420... 7/3/2025

Department Director or designee Date

Authorized Signature: DocuSigned by: Jan Fritz DC16351248DE4EC... 7/3/2025

Chief Administrative Officer Date

Reviewed by Signature: Signed by: Scott Norris 60C98A6F708240B... 7/3/2025

Marion County Legal Counsel Date

Reviewed by Signature: DocuSigned by: Sandra L. Hazen C5F72231E6F54E3... 7/1/2025

Marion County Contracts & Procurement Date

SALEM HEALTH SIGNATURE

Authorized Signature: _____

Date

Title: _____

MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: 7/23/25

Department: Sheriff's Office

Title: Sunset the Justice Reinvestment Council/Transfer MCRI Oversight

Management Update/Work Session Date: 7/8/25 **Audio/Visual aids** ☐

Time Required: 0 **Contact:** Jay Bergmann **Phone:** 5035885116

Requested Action:

The Marion County Sheriff's Office is recommending sunsetting the Justice Reinvestment Council (JRIC) and move oversight of the Marion County Reentry Council (MCRI) funds to the Community Corrections Board.

Issue, Description & Background:

The goals and objectives of JRIC have been achieved. The remaining oversight responsibility of JRIC is over the MCRI funds. Transferring the oversight of MCRI funds to the Community Corrections Board better aligns with the oversight functions of these funds.

Financial Impacts:

N/A

Impacts to Department & External Agencies:

List of attachments:

Board Order - Sunset JRIC-Transfer MCRI Oversight

Presenter:

Jay Bergmann

Department Head Signature:

BEFORE THE BOARD OF COMMISSIONERS
FOR MARION COUNTY, OREGON

In the Matter of Sunsetting Marion County Justice Reinvestment Council and Transferring Oversight of the Marion County Reentry Initiative (MCRI) Client and Victim Services Support Account	))))

ORDER No._____

This matter came before the Marion County Board of Commissioners at its regularly scheduled public meeting on July 23, 2025, to consider the dissolution of the Justice Reinvestment Council (JRIC), and the reallocation of its remaining oversight responsibilities.

WHEREAS, the Justice Reinvestment Council (JRIC) was established to oversee Justice Reinvestment in Marion County; and

WHEREAS, over time, oversight responsibilities for these initiatives have been reassigned to other governing bodies, making the continued operation of JRIC redundant; and

WHEREAS, the Marion County Reentry Initiative (MCRI) Client and Victim Services Support Account remains the only financial oversight function of JRIC; and

WHEREAS, to ensure proper fiscal administration, it is necessary to transfer management of the MCRI Client and Victim Services Support Account to the Sheriff's Office, with financial oversight responsibilities assigned to the Community Corrections Board; now therefore

IT IS HEREBY ORDERED that:

1. The Justice Reinvestment Council (JRIC) is officially dissolved, effective 07/23/2025.
2. Management of the Marion County Reentry Initiative (MCRI) Client and Victim Services Support Account is transferred to the Sheriff's Office.
3. The Community Corrections Board shall be responsible for fund administration policies and oversight related to the MCRI Client and Victim Services Support Account.

4. The Marion County Board of Commissioners extends its gratitude and appreciation to the members of the Justice Reinvestment Council (JRIC) for their dedication, service, and contributions to the community.

DATED at Salem, Oregon on the 23 day of July, 2025.

MARION COUNTY BOARD OF COMMISSIONERS

_____
Chair

_____
Commissioner

_____
Commissioner

MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: July ~~30~~ 23, 2025

Department: Tax Office

Title: Property tax refund for Northwood Apartments #804

Management Update/Work Session Date: _____ **Audio/Visual aids** ☐

Time Required: 15 min. **Contact:** Austin Fowler, Tax Collector **Phone:** ext. 2244

Requested Action: Approve order authorizing property tax refund for Northwood Apartments #804.

Issue, Description & Background: The Tax Collector received duplicate payments on account 520305 for the 2024-25 tax year. ORS 311.806(1) requires the county governing body to issue refunds in situations like this. The total amount of the refund due is $22,532.48. The Board has delegated authority to issue tax refunds under $20,000 to the tax collector; all others must go to the Board for approval. By statute, no interest is due on this refund.

Financial Impacts: The amount of the refund is $22,532.48.

Impacts to Department & External Agencies: None, beyond the processing of the refund itself.

List of attachments: 1. Property tax petition for refund of Northwood Apartments #804, with supporting documentation. 2. Board Order.

Presenter: Austin Fowler, Tax Collector

Department Head Signature: Natasha McVey

BEFORE THE BOARD OF COMMISSIONERS

FOR MARION COUNTY, OREGON

In the matter of approving property)
tax refund as submitted by the)
Marion County Tax Collector.)

Order No.

This matter came before the Board of Commissioners upon the recommendation of the Marion County Tax Collector regarding a tax refund petition on account no. 520305, attached hereto and incorporated herein by this reference; and

WHEREAS, the Board finds that the petitioner has demonstrated that a tax refund is due in the amount as set forth on the petition; and

WHEREAS, the Board finds that the Marion County Tax Collector approved the refund as to the amount; and

WHEREAS, the Board finds that Marion County Legal Counsel has approved the refund as to legal form,

NOW, THEREFORE, IT IS HEREBY ORDERED that a refund be made to the petitioner on account no. 520305 in the amount indicated on the petition.

DATED this _____ day of _____ 20___.

MARION COUNTY BOARD OF COMMISSIONERS

_____
Chair

_____
Commissioner

_____
Commissioner

Tax Account: **520305**

MARION COUNTY BOARD OF COMMISSIONERS
C/O MARION COUNTY TAX COLLECTOR
PO BOX 2511
SALEM, OR 97308-2511

REFUND PETITION

PETITIONER: NORTHWOOD APARTMENTS #804
900 SW 5TH AVE 17TH FLOOR
PORTLAND OR 97204

Petitions the Board of County Commissioners for a refund under ORS 311.806 of taxes paid on Real property.

Tax Account	Tax Year	Tax Amount	Interest through N/A	Refund Amount
520305	2024-25	$22,532.48	N/A	$22,532.48

REASON FOR REFUND:

DUPLICATE PAYMENT APPLIED TO ACCOUNT VIA LISTED CO-OWNER NORTHWOOD APARTMENTS #804 & LENDER RESULTING IN REFUND. COMMUNICATIONS SENT TO REACH PAYER RESULTED IN THE DETERMINATION OF REFUND THE PAYEE.

Signed: See Attached File

Petition verified and refund recommended:

_____, Marion County Tax Collection Dept. Date 7/7/2025

Approved as to Form
7/15/25
Legal Counsel

Loan #: 1236305588888

TAX COLLECTION DEPARTMENT

Natasha McVey, Tax Collector
Phone: (503) 588-5215 Fax: (503) 566-3911
E-mail: PropertyTax@co.marion.or.us

Account Number: **520305**

Loan #: 1236305588888

Ref #: LOAN NO 255480807

May 19 2025

PAYER A:
NORTHWOOD APARTMENTS #804
900 SW 5TH AVE 17TH FLOOR
PORTLAND OR 97204

RECEIVED
MAY 27 2025
MARION COUNTY
TAX COLLECTOR

PAYER B:
CORELOGIC TAX SVCS-COMM
PO BOX 9222
COPPELL TX 75063

Account:	**520305**
Prop. Owners:	BARTON & BOESPFLUG GEN PARTNRSHP
Prop. Location:	600 LOCKHAVEN DR NE KEIZER OR 97303
Map Tax Lot:	063W35CA01700
Amt. of Refund:	**$22,532.48**
Cause of Overage:	**DUPLICATE PMT**

We have received, ***and applied*** **2024** property tax payments from both payers, noted above. The amount of **$22532.48** will be refunded to only one party. **[NOTE: Refund amounts cannot be altered.]**

We recommend that you contact the other payer, shown above, then notify us ***in writing*** as to who should receive the refund, *even if it is not one of the payers listed above*. **We need written refund instructions from both parties that paid.** Please sign and return this notice to the Tax Collection Department.

Please refund this overage to the following name and address:

NORTHWOOD APARTMENTS # 804
Barton & BOESPFLUG Gen Partnership
900 SW 5TH AVE 17TH FLOOR
Portland OR 97204

Signed: X _____ Date: 5-22-25

TAX COLLECTION DEPARTMENT

Account Number: **520305**

Rex Weisner, Tax Collector
Phone: (503) 588-5215 Fax: (503) 566-3911
E-mail: PropertyTax@co.marion.or.us

Loan #: 1236305588888

Ref #: LOAN NO 255480807

May 27, 2025

CORELOGIC TAX SVCS-COMM
PO BOX 9222
COPPELL TX 75063

Account:	520305
Prop. Owners:	BARTON & BOESPFLUG GEN PARTNRSHP
Prop. Location:	600 LOCKHAVEN DR NE KEIZER OR 97303
Map Tax Lot:	063W35CA01700
Amt. of Overage:	$22,532.48
Cause of Overage:	DUPLICATE PMT

According to our records, the 2024 property taxes on the above account are overpaid.

Please advise this office in writing who should receive the refund. **Unless a response requesting this refund is received by June 24 2025, the refund will be issued to the ~~PROPERTY OWNER~~, who also paid, according to their instructions.**

We urge you to give your prompt attention to this matter.

Sincerely,

Marion County Tax Collector
By Refund Clerk

Northwood Apts

R0701

Marion County Tax Collector
Refund #13618 Summary

Account # 520305 **Roll** R **Code Area** 24200 **Tax Id** 520305

Owner
BARTON & BOESPFLUG GEN PARTNRSHP
NORTHWOOD MEADOWS APTS
C/O NORRIS & STEVENS INC
900 SW 5TH AV # 1700
PORTLAND OR 97204

Payee
NORTHWOOD APARTMENTS #804
900 SW 5TH AVE 17TH FLOOR
PORTLAND OR 97204

Lender CORELOGIC

Situs 600 LOCKHAVEN DR NE KEIZER OR 97303

Reason DUPLICATE PMT

Refund Details

Year	Refund Amount	Refund Interest	Refund Total
2024	$22,532.48	$0.00	$22,532.48
Total	**$22,532.48**	**$0.00**	**$22,532.48**

Check # **Comment** DUPLICATE PMT; 2024-25 PROP TAXES

Tax History

Year	Tax Type	Total Due	Current Due	Original Due	Due Date
2024	ADVALOREM	($22,532.48)	($22,532.48)	$67,597.45	15-Nov-2024

Balance As Of 5/19/2025 **($22,532.48)**

Tax Adjustments

Year	Discount	Adv Interest	Tax Credit
2024	$0.00	$0.00	$22,532.48

Payment History

R #	Year	Date	Payer	Amount
3925924	2024	29-Apr-2025	CORELOGIC TAX SVCS-COMM	$22,532.48

Comments LTR; CORELOGIC PD 04/29/2025 VIA CHECK NO 4024142; PROPERTY OWNER NORTHWOOD APARTMENTS PD VIA CHECK NO 696254

Contract Review Sheet

Contract for Services **FI-6604-25**

Title: **ERP Software Implementation Services**

Contractor's Name: **Sierra-Cedar, LLC**

Department: **Finance Department** Contact: **Toby Giddings**

Analyst: **Toby Giddings** Phone #: **(503) 588-5047**

Term - Date From: **July 23, 2025** Expires: **September 30, 2028**

Original Contract Amount: **$ 6,766,633.00** Previous Amendments Amount: **$ -**

Current Amendment: **$ -** New Contract Total: **$ 6,766,633.00** Amd% **0%**

Outgoing Funds ☐ Federal Funds ☐ Reinstatement ☐ Retroactive ☐ Amendment greater than 25%

Source Selection Method: **20-0285 Special** CMS# **FI1606-24**

Description of Services or Grant Award

The County is implementing a new Enterprise Resource Planning (ERP). The County issued a Request for Proposal (RFP) for qualified entities who sell and/or implement ERP software for local governments. The County hired Plante Moran to provide advisory services in reviewing proposals and comparing proposed costs for the County's consideration. The RFP closed December 4, 2024. Seventeen proposals were received, twelve of which were deemed minimally responsive. The selection committee narrowed the proposals from twelve to a short-list of five for demonstrations. Five demonstrations held from February 24 through March 14 included two software solutions and five implementing partners. Sierra-Cedar was selected, and the contract and attachments are presented for review.

Desired BOC Session Date: **7/23/2025** Contract should be in DocuSign by: **7/2/2025**

Agenda Planning Date **7/10/2025** Printed packets due in Finance: **7/8/2025**

Management Update **7/8/2025** BOC upload / Board Session email: **7/9/2025**

BOC Session Presenter(s) **Jeff White** Code: **Y**

REQUIRED APPROVALS

Finance - Contracts Date

Contract Specialist Date

Legal Counsel Date

Chief Administrative Officer Date

Docusign Envelope ID: 0F976C79-8629-4E06-AD34-4F268EC70F9D

MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: 7/23/25

Department: Health & Human Services

Title: IGA with OHA for Behavioral Health Addiction Services

Management Update/Work Session Date: 7/22/25 **Audio/Visual aids** ☐

Time Required: 10 min **Contact:** Kristina Ballow **Phone:** 503-588-5409

Requested Action:
Seeking Approval of the Intergovernmental Agreement (IGA) with Oregon Health Authority (OHA) for Behavioral Health Addiction Service Programs.

Issue, Description & Background:
This Intergovernmental Agreement establishes funding and collaboration between government entities for the period of 2025 through 2027 to support Behavioral Health (BH) Addiction Service Programs focused on the prevention of problem gambling. Administered under program code A&D 80, the agreement outlines education aimed at increasing general public awareness of Problem Gambling that includes all populations of the general public and prevent problem gambling.

Financial Impacts:
Total contract amount $301,200.00

Impacts to Department & External Agencies:
Health and Human Services anticipates no financial impact to other departments.

List of attachments:
Original IGA and exhibits

Presenter:
Wendy Zieker

Department Head Signature:
DocuSigned by:
Ryan Matthews
7D28A787656F458...

Docusign Envelope ID: 0F976C79-8629-4E06-AD34-4F268EC70F9D

Contract Review Sheet

Intergovernmental Agreement **HE-6753-25**

Title: **BH Addiction Services Programs PO-44300-00043081**

Contractor's Name: **Oregon Health Authority**

Department: **Health and Human Services** Contact: **Kristina Ballow**

Analyst: **Chalyce MacDonald** Phone #: **(503) 588-5409**

Term - Date From: **July 1, 2025** Expires: **June 30, 2027**

Original Contract Amount: **$ 301,200.00** Previous Amendments Amount: **$ -**

Current Amendment: **$ -** New Contract Total: **$ 301,200.00** Amd% **0%**

Incoming Funds ☐ Federal Funds ☐ Reinstatement ☒ Retroactive ☐ Amendment greater than 25%

Source Selection Method: **ORS190 Intergovernmental Agreement**

Description of Services or Grant Award

This Intergovernmental Agreement establishes funding and collaboration between government entities for the period of 2025 through 2027 to support Behavioral Health (BH) Addiction Service Programs focused on the prevention of problem gambling. Administered under program code A&D 80, the agreement outlines education aimed at increasing general public awareness of Problem Gambling that includes all populations of the general public and prevent problem gambling.

Desired BOC Session Date:	**7/23/2025**	Contract should be in DocuSign by:	**7/2/2025**
Agenda Planning Date	**7/10/2025**	Printed packets due in Finance:	**7/8/2025**
Management Update	**7/22/2025**	BOC upload / Board Session email:	**7/9/2025**

BOC Session Presenter(s) **Wendy Zieker** Code: **Y**

REQUIRED APPROVALS

DocuSigned by: Sandra L. Fitzsimmons C5F72231E6E54E3... 7/1/2025
Finance - Contracts — Date

Signed by: Kristina Ballow A38C58E8078E42B... 7/7/2025
Contract Specialist — Date

Signed by: Scott Norris 60C98A6F708240B... 7/1/2025
Legal Counsel — Date

DocuSigned by: Jan Fritz DC16351248DE4EC... 7/3/2025
Chief Administrative Officer — Date

Docusign Envelope ID: 0F976C79-8629-4E06-AD34-4F268EC70F9D

REQUEST FOR AUTHORIZATION OF CONTRACT
HE-6753-25

Date: June 25, 2025
To: Chief Administrative Officer
Cc: Contract File
From: Kristina Ballow

I. Subject: Retroactive

The Marion County Health and Human Services is requesting approval of a retroactive contract as described in Section 10-0580 of the Marion County Public Contracting Rules. The contract is with Oregon Health Authority for BH Addiction Services Programs PO-44300-00043081 with a value of $301,200.00 and will be effective retroactive to 7/1/2025 upon approval.

A. BACKGROUND

This is incoming funds through an Intergovernmental Agreement from OHA to MCHHS to provide financing for to Behavioral Health (BH) Addiction Service Programs. This Agreement shall become effective on July 1, 2025.

B. As required in Section 10-0580(2)(a), Department staff will provide an explanation of why the contract was not submitted before performance began:

On June 25, 2025, MCHHS received an Intergovernmental Agreement from OHA. Upon receipt, the Contracts Department began reviewing the agreement and associated statements of work to ensure alignment with program requirements.

As part of standard procedure, the contracts process involves multiple departments to ensure compliance with internal policies and state requirements. Due to the time required for this multi-step review, the agreement will be processed retroactively to reflect the intended start date and maintain continuity of services.

C. As required in Section 10-0580(2)(b), Department staff will provide a description of the steps being taken to prevent similar occurrences in the future:

MCHHS is committed to coordinating with all relevant departments and contractors throughout the contract review and drafting process. We will continue to collaborate with OHA to ensure that agreements are received by the County with adequate lead time for processing, thereby avoiding the need for retroactive implementation.

Docusign Envelope ID: 0F976C79-8629-4E06-AD34-4F268EC70F9D

Submitted by:

Signed by:
Kristina Ballow
A38C58E8078E42B...

Kristina Ballow
Health and Human Services

Reviewed by:

DocuSigned by:
Sandra L. Lyon
C5F72231E6F54E3...

Contracts & Procurement

Acknowledged by:

DocuSigned by:
Ryan Matthews
7D28A787656F458...

Department Head

Acknowledged by:

DocuSigned by:
Jan Fritz
DC16351248DE4EC...

Jan Fritz, CAO

Docusign Envelope ID: 0F976C79-8629-4E06-AD34-4F268EC70F9D

Agreement Number PO-44300-00043081

STATE OF OREGON
INTERGOVERNMENTAL AGREEMENT

You can get this document in other languages, large print, braille, or a format you prefer free of charge. Contact the Agreement Administrator at the contact information found below. We accept all relay calls.

This Agreement (this "**Agreement**") is between the State of Oregon, acting by and through its Oregon Health Authority, hereinafter referred to as "**OHA**," and

Marion County
PO Box 13309
Salem, Oregon 97309
Attention: Ryan Matthews
Telephone: 503-361-2792
E-mail address: Rmatthews@co.marion.or.us

hereinafter referred to as "**County**."

Work to be performed under this Agreement relates principally to OHA's

Health Systems
BH Addiction Services Programs
500 Summer Street NE
Salem, Oregon 97301
Contract Administrator: Greta Coe or delegate
Telephone: 503-602-4444
E-mail address: greta.l.coe@oha.oregon.gov

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1. **Effective Date and Duration**. This Agreement will become effective on **July 1, 2025,** provided it is (i) approved in writing by the Oregon Department of Justice, and (ii) when required, approved in writing by the Oregon Department of Administrative Services, and (iii) is signed by all parties, regardless of the date of the parties' signatures. Unless extended or terminated earlier in accordance with its terms, this Agreement shall expire on **June 30, 2027**. Agreement termination shall not extinguish or prejudice OHA's right to enforce this Agreement with respect to any default by County 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: Statement of Work
   (2) Exhibit A, Part 2: Payment and Financial Reporting
   (3) Exhibit A, Part 3 Special Provisions
   (4) Exhibit B: Standard Terms and Conditions
   (5) Exhibit C: Subcontractor Insurance Requirements
   (6) Exhibit D: RESERVED
   (7) Exhibit E: Financial Pages

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

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

3. **Consideration**.

   a. The maximum not-to-exceed amount payable to County under this Agreement, which includes any allowable expenses, is set forth in **"Exhibit E, Financial Pages"** OHA will not pay County any amount in excess of the not-to-exceed amount for completing the Work (as hereinafter defined), and will not pay for Work until this Agreement has been signed by all parties.

   b. OHA will pay only for completed Work under this Agreement, and may make interim payments as provided for in Exhibit A. For purposes of this Agreement, "Work" means specific work to be performed or services to be delivered by County as set forth in Exhibit A.

4. **Contractor Determination**. In accordance with the State Controller's Oregon Accounting Manual, policy 30.40.00.104, OHA's determination is that:

   ☐ County is a contractor ☒ Not applicable

   Assistance Listings number(s) of federal funds to be paid through this Agreement: N/A

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5. County Information and Certification.

a. County Information. This information is requested pursuant to ORS 305.385.

PLEASE PRINT OR TYPE THE FOLLOWING INFORMATION:

County Name (exactly as filed with the IRS): Marion County

Street address: PO Box 14500

City, state, zip code: Salem, OR 97309

Email address: Rmatthews@co.marion.or.us

Telephone: 503-361-2670 Telephone: _____

Proof of Insurance. County shall provide the following information upon submission of the signed Agreement. All insurance listed herein must be in effect prior to Agreement execution.

Workers' Compensation Insurance Company: County self-insured

Policy #: _____ Expiration Date: _____

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

(1) County 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) County and that pertains to this Agreement or to the project for which the Work is being performed. County 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. The Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against County, in addition to any remedies that may be available to OHA under this Agreement;

(2) The information shown in Section 5.a. "County Information", is County's true, accurate and correct information;

(3) To the best of the undersigned's knowledge, County has not discriminated against and will not discriminate against minority, women or emerging small business enterprises certified under ORS 200.055 in obtaining any required subcontracts;

(4) County and County'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*;

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(5) County 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/SAM*;

(6) County is not subject to backup withholding because:

(a) County is exempt from backup withholding;

(b) County has not been notified by the IRS that County is subject to backup withholding as a result of a failure to report all interest or dividends; or

(c) The IRS has notified County that County is no longer subject to backup withholding; and

(7) County's Federal Employer Identification Number (FEIN) provided to OHA is true and accurate. If this information changes, County shall provide OHA with the new FEIN within 10 days.

Remainder of page left intentionally blank

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

COUNTY: YOU WILL NOT BE PAID FOR WORK PERFORMED PRIOR TO NECESSARY STATE APPROVALS.

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.

Marion County
By:

County signatures on following page	Ryan Matthews
Authorized Signature	Printed Name
HHS Administrator	
Title	Date

State of Oregon acting by and through its Oregon Health Authority
By:

Authorized Signature	Printed Name
Title	Date

Approved by: Director, OHA Behavioral Health Division
By:

Authorized Signature	Printed Name
Title	Date

Approved for Legal Sufficiency:

Jeff Wahl via email on May 22, 2025
Oregon Department of Justice — Date

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SIGNATURE PAGE FOR
BH ADDICTION SERVICES PROGRAMS PO-44300-00043081 - HE-6753-25
between
MARION COUNTY and OREGON HEALTH AUTHORITY

MARION COUNTY SIGNATURES
BOARD OF COMMISSIONERS:

Chair	Date
Commissioner	Date
Commissioner	Date
Authorized Signature: DocuSigned by: Ryan Matthews 7D28A787656F458...	7/1/2025
Department Director or designee	Date
Authorized Signature: DocuSigned by: Jan Fritz DC16351248DE4EC...	7/3/2025
Chief Administrative Officer	Date
Reviewed by Signature: Signed by: Scott Norris 60C98A6F708240B...	7/1/2025
Marion County Legal Counsel	Date
Reviewed by Signature: DocuSigned by: Sandra L. Hazen C5F72231E6F54E3...	7/1/2025
Marion County Contracts & Procurement	Date

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EXHIBIT A

Part 1
Statement of Work

1. **Purpose:** Contractor shall provide services for Alcohol and drug abuse, adult residential treatment and problem gambling services as described below. OHA requires that the Contractor meets the highest standards prevalent in the industry or business most closely involved in providing the appropriate goods or services.

2. **Services to be provided by Contractor shall include:** Where referenced in this Contract, "Contract Settlement" means OHA's reconciliation of amounts OHA actually disbursed to Contractor against amounts that OHA is obligated to pay to Contractor for services provided under this Contract. Contract Settlement can occur following the end of a biennial period, upon termination or expiration of this Contract. Contractor Shall provide the following:

a. Service Name: **PROBLEM GAMBLING PREVENTION SERVICES**

Service ID Code: **A&D 80**

(1) **Service Description**

(a) Problem Gambling Prevention Services (A&D 80 Services) are designed to meet the following objectives:

i. Education aimed at increasing general public awareness of Problem Gambling that includes all populations of the general public; and

ii. Prevent Problem Gambling.

(b) The goals and outcomes for County's A&D 80 Services must be described in County's OHA approved Problem Gambling Prevention Implementation Plan, using the form located at: https://www.oregon.gov/oha/HSD/Problem-Gambling/Pages/Prevention.aspx, and submitted electronically to OHA at: bhd.contracts@oha.oregon.gov. County's A&D 80 Services will be monitored and evaluated on the basis of the County's effectiveness in achieving the goals and outcomes identified in the County's OHA approved Problem Gambling Prevention Implementation Plan and through the Problem Gambling Prevention Data Collection System at: https://www.oregon.gov/oha/HSD/Problem-Gambling/Pages/Prevention.aspx/.

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(2) Performance Requirements

(a) County shall designate a problem gambling prevention coordinator, who is qualified by virtue of knowledge, training, experience and skills, that shall be responsible for:

i. Implementation Plan development, utilizing a comprehensive planning framework for addressing awareness of problem gambling and prevention education. Plans must reflect the requirements within the Problem Gambling Tier Level Funding Performance Standards located at: https://www.oregon.gov/oha/HSD/Problem-Gambling/Pages/Prevention.aspx/. Planning frameworks shall demonstrate the following: community assessment of current status of the problem, desired outcome, strategic plan to meet outcome, and evaluation plan;

ii. Continuously conducting a community assessment every five years and utilizing County's community assessment results to identify trackable outcome measurements within Implementation Plan;

iii. Implementation of problem gambling prevention activities each quarter related to identified objectives within Implementation Plan, unless preauthorized by OHA Problem Gambling Prevention Services Specialist;

iv. Monitoring, implementation, evaluation and oversite of the Problem Gambling Prevention Implementation Plan in accordance with the "Special Reporting Requirements" section below and submitting electronically to pgs.support@oha.oregon.gov utilizing the OHA Problem Gambling Prevention Quarterly Report Form at https://www.oregon.gov/oha/HSD/Problem-Gambling/Pages/Prevention.aspx/;

v. Preparation of reports, as described in the "Special Reporting Requirements" section below;

vi. Oversight and coordination of A&D 80 Services, activities, and programs provided in the County's service area;

vii. Completion of Problem Gambling Prevention Coordinator Training Series requirements within three months from the date of hire or designation as coordinator. The Problem Gambling Prevention Coordinator Training Series requirements are located at https://www.oregon.gov/oha/HSD/Problem-Gambling/Pages/Prevention.aspx/;

viii. Completing a minimum of 8 hours of OHA Problem Gambling Services approved trainings per calendar year, separate from the Problem Gambling Prevention Coordinator Training Series referenced above;

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ix. Development and adoption of a comprehensive written policy, on gambling in the workplace; and

x. Participate in semi-annual prevention program check-in review with OHA. These reviews will be completed via conference call, webinar or in person with the use of a structured form that can be found at: https://www.oregon.gov/oha/HSD/Problem-Gambling/Pages/Prevention.aspx

(b) County shall designate a Problem Gambling Prevention Supervisor, who will obtain the knowledge, training, experience and skills, that shall be responsible for:

i. Completion of the Problem Gambling Prevention Supervisor Training within 3 months from date of designation as problem gambling prevention supervisor.

ii. The Problem Gambling Prevention Supervisor Training requirements are located at: https://www.oregon.gov/oha/HSD/Problem-Gambling/Pages/Prevention.aspx/.

(c) The payments made to County for A&D 80 Services in the subsequent contracting period will, in part, depend upon achievement of the goals and outcomes set forth in the County's Problem Gambling Prevention Implementation Plan. In the event of a conflict or inconsistency between the provisions of the County's Problem Gambling Prevention Implementation Plan and provisions of this Service Description, the provisions of this Service Description shall control.

(d) Providers of A&D 80 Services must implement A&D 80 Services paid through this Agreement in accordance with the County's current Problem Gambling Prevention Implementation Plan.

(3) Reporting Requirements

None

(4) Special Reporting Requirements

(a) All A&D 80 Services provided by County under this Agreement must have an Implementation Plan approved by OHA PGS staff. This plan must be reviewed, updated, and submitted on an annual basis no later than 15 days prior to the beginning of the fiscal year.

(b) All A&D 80 Services provided by County under this Agreement must be reported and submitted electronically to OHA on a quarterly basis to pgs.support@oha.oregon.gov utilizing the Problem Gambling Prevention Quarterly Report Form, located at https://www.oregon.gov/oha/HSD/Problem-Gambling/Pages/Prevention.aspx no later than 45 calendar days following the end of each quarter with respect to Services provided in the prior

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quarter.

(c) County shall notify OHA Problem Gambling staff at pgs.support@oha.oregon.gov within 10 business days of any changes related to designated Problem Gambling A&D 80 Services.

(5) Payment Calculation, Disbursement, and Confirmation of Performance and Reporting Requirements Procedures

County shall not expense greater than 6 percent of total allocation for administrative overhead and indirect cost.

OHA provides payments for A&D 80 Services in two different ways, through Part A and Part C payments. The payment type is identified in Exhibit E, "Financial Pages," on lines in which column "Part ABC," contains an "A" for Part A payment and a "C" for Part C payment. OHA provides payment for A&D 80 Services through Part A payments for non-Medicaid-eligible Services. County and Service Providers shall maintain compliance with OAR 410-172-0600 through 0860 Medicaid Payment for Behavioral Health, and OAR 943-120-0310 through 0320 Provider Enrollment Services.

Payments provided to County or Service Providers are subject to the following:

(a) OHA shall not authorize in aggregate, under this "Payment Calculation, Disbursement, and Confirmation of Performance and Reporting Requirements Procedures" section, payments requested for A&D 80 Services in excess of the contractual Not-to-Exceed amount. "Total aggregate payments" means the total of all payments authorized in Exhibit E, "Financial Pages." The monthly payment will be prorated for any month in which the Individual does not receive A&D 80 Services for a portion of the month.

Payments received by the County or Service Provider from an Individual, the Individual's health insurance provider, another person's health insurance provider under which Individual is also covered, or any other Third-Party Resource (TPR) in support of Individual's care and Services, in addition to payments received under this Agreement for the same Service, during the same time period or date of Service for the same Individual, must be returned to OHA unless TPR payment received are used to provide additional Service – increasing capacity – under the same Service Element for which payment from OHA and TPR was received.

(b) County must make reasonable efforts to obtain payment first from other resources consistent with OAR 410-120-1280. County is obligated to report to OHA, by email at bhd.contracts@oha.oregon.gov, any TPR payments received, no later than 30 calendar days following expiration of this Agreement. The following information shall be provided:

i. OHA Agreement name and number;
ii. Client name and date of birth;
iii. Service for which payment was received;
iv. Date of service covered by payment;

Docusign Envelope ID: 0F976C79-8629-4E06-AD34-4F268EC70F9D

v. Date of TPR payment received by County or Service Provider; and
vi. Amount of payment.

(c) County is not entitled to payment in combination with Medicaid payments for the same Service, during the same time period or date of Services for the same Individual;

(d) OHA is not obligated to provide payments for any A&D 80 Services that are not properly reported in accordance with the "Reporting Requirements" and "Special Reporting Requirements" sections of this Agreement or as required in an applicable Specialized Service Requirement by the date 60 calendar days after the earlier of expiration or termination of this Agreement, termination of OHA's obligation to provide payment for A&D 80 Services, or termination of County's obligation to include the Program Area in which A&D 80 Services fall.

(e) Part A Payments:

The Part A payment will be calculated, disbursed, and confirmed as follows:

i. Calculation of Payment: OHA will provide payment for A&D 80 Services provided under a particular line of Exhibit E, "Financial Pages," containing an "A" in column "Part ABC," from payments identified in that line in an amount equal to that line of the Financial Pages during the period specified in that line. The total of OHA payments for all A&D 80 Services delivered under a particular line of Exhibit E, "Financial Pages" containing an "A" in column "Part ABC," shall not exceed the total of payments for A&D 80 Services as specified in that line of the Financial Pages and are subject to the limitations described herein.

ii. Disbursement of Payment: Unless a different disbursement method is specified in that line of Exhibit E, "Financial Pages," OHA will provide the Part A payments for A&D 80 Services provided under a particular line of the Financial Pages containing an "A" in column "Part ABC," to County in substantially equal monthly payments during the period specified in that line of the Financial Pages subject to the following:

A. OHA may, upon written request of County, adjust monthly payments;

B. Upon amendment to the Financial Pages, OHA shall adjust monthly payments as necessary, to reflect changes in the payments shown for A&D 80 Services provided under that line of the Financial Pages; and,

C. OHA may, after 30 calendar days (unless parties agree otherwise) written notice to County, reduce the monthly payments based on under-used payment identified through MOTS and other reports in accordance with the "Reporting

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Requirements" and "Special Reporting Requirements" sections or applicable special conditions.

(f) Part C Payments:

The Part C payments are calculated and applied as follows:

Unless a different payment method is specified in that line of Exhibit E, "Financial Pages," OHA will provide the Part C payments for A&D 80 Services provided under a particular line of the Financial Pages containing a "C" in column "Part ABC" to County per receipt and approval of a written invoice with required attachments, as specified below, in the monthly allotment during the period specified in that line of the Financial Pages. Invoice and required attachments are due no later than 45 calendar days following the end of the subject month or quarter, and must be submitted to bhd.contracts@oha.oregon.gov with the subject line "Invoice, Agreement # (your Agreement number), County name." Payments provided by OHA shall be subject to the limitations described in this A&D 80 Service Description and Agreement.

i. For A&D 80 Services to Medicaid-eligible Individuals for whom the Services provided are not covered under Medicaid but are medically appropriate, County shall attach a copy of the Plan of Care (POC) and Coordinated Care Organization (CCO) refusal of payments for the item or A&D 80 Service. OHA will provide payment at the Medicaid Fee Schedule rate. At no time will OHA provide payment above the Medicaid Fee Schedule rate for A&D 80 Services.

ii. For A&D 80 Services to non-Medicaid-eligible Individuals, County shall attach a copy of the bill or receipt, for the item or A&D 80 Service, to a combined monthly invoice, itemized by Individual.

(g) In addition:

i. OHA will provide payments for A&D 80 Services identified in a particular line of Exhibit C, "Financial Pages," as specified in the PGS Procedure Codes and Rates for Treatment Providers rate sheet, located at https://www.oregon.gov/oha/HSD/Problem-Gambling/Pages/Treatment.aspx, as it may be revised from time to time.

ii. Providers of A&D 80 Services shall not charge Individuals whose Services are paid through this Agreement any co-pay or other fees for such Services.

iii. Provider Audits: Providers receiving payments under this Agreement, for A&D 80 Services, are subject to audits of all payments applicable to A&D 80 Services rendered. The purpose of these audits is to:

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A. Require proper disbursements were made for covered A&D 80 Services;

B. Recover over-payments;

C. Discover any potential or actual instances of fraud and abuse; and

D. Verify that encounter data submissions are documented in the client file, as required, and described in the "Special Reporting Requirements" above.

Providers may be subject to OAR 407-120-1505 "Provider and County Audits, Appeals, and Post Payment Recovery," and OAR 410-120-1510 "Fraud and Abuse," as such rules may be revised from time to time.

iv. OHA's obligation to provide payments under this Agreement is subject to the satisfaction of the County delivering the anticipated level of A&D 80 Services, upon which the payments were calculated. If, for a period of 3 consecutive months during the term of this Agreement, County delivers less than the anticipated level of Services, upon which payments were calculated in a particular line of Exhibit E, "Financial Pages," OHA may amend the amount of payments made for A&D 80 Services in proportion to the under-utilization during that period, including but not limited to reducing the amount of future payments made for A&D 80 Services in an amount equal to payments reduced under that line of the Financial Pages for under-utilization. An amendment shall be prepared and executed between OHA and County to reflect this reduction.

(h) Agreement Settlement:

Agreement Settlement will be used to reconcile any discrepancies that may have occurred during the term of this Agreement between actual OHA payments provided for A&D 80 Services under a particular line of Exhibit E, "Financial Pages," containing an "A" in column "Part ABC," and amounts due for such Services based on the rate set forth in the special condition identified in that line of the Financial Pages. For purposes of this section, amounts due to County are determined by the actual amount of Services delivered under that line of the Financial Pages, as properly reported in accordance with the "Reporting Requirements" and "Special Reporting Requirements" sections of the Agreement or as required in an applicable Specialized Service Requirement, and subject to the terms and limitations in this Agreement.

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EXHIBIT A

Part 2
Payment and Financial Reporting

1. Payment Provisions.

OHA agrees to pay Contractor for accomplishing the Work required by this Contract, as described in Exhibit A, Part 1 "Statement of Work," and Exhibit E, "Financial Pages."

2. Travel and Other Expenses.

OHA will not reimburse Contractor for any travel or additional expenses under this contract.

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EXHIBIT A

Part 3
Special Provisions

1. Confidentiality of Client Information.

a. All information as to personal facts and circumstances obtained by County on the client shall be treated as privileged communications, shall be held confidential, and shall not be divulged without the written consent of the client, the client's guardian, or the responsible parent when the client is a minor child, or except as required by other terms of this Agreement. Nothing prohibits the disclosure of information in summaries, statistical, or other form, which does not identify particular individuals.

b. The use or disclosure of information concerning clients shall be limited to persons directly connected with the administration of this Agreement. Confidentiality policies shall be applied to all requests from outside sources.

c. OHA, County, and any subcontractor will share information as necessary to effectively serve OHA clients.

2. Amendments.

a. OHA reserves the right to amend or extend the Agreement under the following general circumstances:

(1) OHA may extend the Agreement for additional periods of time up to a total Agreement period of 5 years, and for additional money associated with the extended period(s) of time. The determination for any extension for time may be based on OHA's satisfaction with performance of the Work or services provided by County under this Agreement.

(2) OHA may periodically amend any payment rates throughout the life of the Agreement proportionate to increases in Portland Metropolitan Consumer Price Index; and to provide Cost Of Living Adjustments (COLA) if OHA so chooses. Any negotiation of increases in rates to implement a COLA will be as directed by the Oregon State Legislature.

b. OHA further reserves the right to amend the Statement of Work **f**or the following:

(1) Programmatic changes/additions or modifications deemed necessary to accurately reflect the original scope of work that may not have been expressed in the original Agreement or previous amendments to the Agreement;

(2) Implement additional phases of the Work; or

(3) As necessitated by changes in Code of Federal Regulations, Oregon Revised Statutes, or Oregon Administrative Rules which, in part or in combination, govern the provision of services provided under this Agreement.

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c. Upon identification, by any party to this Agreement, of any circumstance which may require an amendment to this Agreement, the parties may enter into negotiations regarding the proposed modifications. Any resulting amendment must be in writing and be signed by all parties to the Agreement before the modified or additional provisions are binding on either party. All amendments must comply with Exhibit B, Section 22., "Amendments" of this Agreement.

3. County Requirements to Report Abuse of Certain Classes of Persons.

a. County shall comply with, and cause all employees to comply with, the applicable laws for mandatory reporting of abuse for certain classes of persons in Oregon, including:

(1) Children (ORS 419B.005 through 419B.045);

(2) Elderly Persons (ORS 124.055 through 124.065);

(3) Residents of Long Term Care Facilities (ORS 441.630 through 441.645);

(4) Adults with Mental Illness or Developmental Disabilities (ORS 430.735 through 430.743);

(5) Abuse of Individuals Living in State Hospitals (OAR 943-045-0400 through 945-045-0520).

b. County shall immediately make reports of suspected abuse of persons who are members of the classes established in Section 3.a. above to Oregon's Statewide Abuse Reporting Hotline: 1-855-503-SAFE (7233) or local law enforcement, as a requirement of this Agreement. The County does not need to know abuse occurred, just suspect abuse, to be required to report.

c. In addition to the requirements of Sections 3.a. and 3.b. above, if law enforcement is notified regarding a report of child abuse, neglect, or threat of harm, County shall also notify the local Child Protective Services Office of the Oregon Department of Human Services within 24 hours. If law enforcement is notified regarding a report of abuse of elderly, long term care facility residents, adults with mental illness or developmental disabilities, County shall also notify the local Aging and People with Disabilities Office of the Oregon Department of Human Services within 24 hours.

d. If known, the abuse report must contain the following:

(1) The name and address of the abused person and any people responsible for that person's care;

(2) The abused person's age;

(3) The nature and the extent of the abuse, including any evidence of previous abuse;

(4) The explanation given for the abuse;

(5) The date of the incident; and

(6) Any other information that might be helpful in establishing the cause of the abuse and the identity of the abuser.

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4. **Equal Access to Services**. County shall provide equal access to covered services for both males and females under 18 years of age, including access to appropriate facilities, services and treatment, to achieve the policy in ORS 417.270.

5. **Media Disclosure**. County will not provide information to the media regarding a recipient of services purchased under this Agreement without first consulting the OHA office that referred the child or family. County will make immediate contact with the OHA office when media contact occurs. The OHA office will assist County with an appropriate follow-up response for the media.

6. **Nondiscrimination**. County must provide services to OHA clients without regard to race, religion, national origin, sex, age, marital status, sexual orientation or disability (as defined under the Americans with Disabilities Act). Contracted services must reasonably accommodate the cultural, language and other special needs of clients.

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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 the parties that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within a circuit court for the State of Oregon of proper jurisdiction. THE PARTIES, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENT TO THE IN PERSONAM JURISDICTION OF SAID COURTS. Except as provided in this section, neither party waives any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. The parties acknowledge that this is a binding and enforceable agreement and, to the extent permitted by law, expressly waive any defense alleging that either party does not have the right to seek judicial enforcement of this Agreement.

2. **Compliance with Law**. Both parties shall comply with laws, regulations and executive orders to which they are subject and which are applicable to the Agreement or to the Work. Without limiting the generality of the foregoing, both parties expressly agree to comply with the following laws, regulations and executive orders to the extent they are applicable to the Agreement: (a) all applicable requirements of state civil rights and rehabilitation statutes, rules and regulations; (b) all state laws requiring reporting of client abuse; (c) ORS 659A.400 to 659A.409, ORS 659A.145 and all regulations and administrative rules established pursuant to those laws in the construction, remodeling, maintenance and operation of any structures and facilities, and in the conduct of all programs, services and training associated with the Work. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated. All employers, including County and OHA, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Nothing in this Agreement shall require County or OHA to act in violation of state or federal law or the Constitution of the State of Oregon.

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

4. **Representations and Warranties**.

   a. County represents and warrants as follows:

   (1) Organization and Authority. County is a political subdivision of the State of Oregon duly organized and validly existing under the laws of the State of Oregon. County has full power, authority and legal right to make this Agreement and to incur and perform its obligations hereunder.

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(2) Due Authorization. The making and performance by County of this Agreement (a) have been duly authorized by all necessary action by County and (b) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of County's charter or other organizational document and (c) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which County is a party or by which County may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by County of this Agreement.

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

(4) County has the skill and knowledge possessed by well-informed members of its industry, trade or profession and County will apply that skill and knowledge with care and diligence to perform the Work in a professional manner and in accordance with standards prevalent in County's industry, trade or profession;

(5) County shall, at all times during the term of this Agreement, be qualified, professionally competent, and duly licensed to perform the Work; and

(6) County prepared its proposal related to this Agreement, if any, independently from all other proposers, and without collusion, fraud, or other dishonesty.

b. OHA represents and warrants as follows:

(1) Organization and Authority. OHA has full power, authority and legal right to make this Agreement and to incur and perform its obligations hereunder.

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

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

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

5. **Funds Available and Authorized Clause**.

a. OHA's payment obligations under this Agreement are conditioned upon OHA receiving funding, appropriations, limitations, allotment, or other expenditure authority sufficient to allow OHA, in the exercise of its reasonable administrative discretion, to meet its payment obligations under this Agreement. County is not entitled to receive payment under this Agreement from any part of Oregon state government other than OHA. 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. OHA represents that as of the date it executes this Agreement, it has sufficient appropriations and limitation for the current biennium to make payments under this Agreement.

b. **Payment Method**. Payments under this Agreement will be made by Electronic Funds Transfer (EFT). Upon request, County shall provide its taxpayer identification number (TIN) and other necessary banking information to receive EFT payment. County shall maintain at its own expense a single financial institution or authorized payment agent capable of receiving and processing EFT using the Automated Clearing House (ACH) transfer method. The most current designation and EFT information will be used for all payments under this Agreement. County shall provide this designation and information on a form provided by OHA. In the event that EFT information changes or the County elects to designate a different financial institution for the receipt of any payment made using EFT procedures, the County shall provide the changed information or designation to OHA on an OHA-approved form. OHA is not required to make any payment under this Agreement until receipt of the correct EFT designation and payment information from the County.

6. **Recovery of Overpayments**. If billings under this Agreement, or under any other Agreement between County and OHA, result in payments to County to which County is not entitled, OHA, after giving to County written notification and an opportunity to object, may withhold from payments due to County such amounts, over such periods of time, as are necessary to recover the amount of the overpayment. Prior to withholding, if County objects to the withholding or the amount proposed to be withheld, County shall notify OHA that it wishes to engage in dispute resolution in accordance with Section 18 of this Agreement.

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7. Ownership of Intellectual Property.

a. Definitions. As used in this Section and elsewhere in this Agreement, the following terms have the meanings set forth below:

(1) "County Intellectual Property" means any intellectual property owned by County and developed independently from the Work.

(2) "Third Party Intellectual Property" means any intellectual property owned by parties other than OHA or County.

b. Except as otherwise expressly provided herein, or as otherwise required by state or federal law, OHA will not own the right, title and interest in any intellectual property created or delivered by County or a subcontractor in connection with the Work. With respect to that portion of the intellectual property that County owns, County grants to OHA a perpetual, worldwide, non-exclusive, royalty-free and irrevocable license, subject to any provisions in the Agreement that restrict or prohibit dissemination or disclosure of information, to (1) use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the intellectual property, (2) authorize third parties to exercise the rights set forth in Section 7.b.(1) on OHA's behalf, and (3) sublicense to third parties the rights set forth in Section 7.b.(1).

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

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

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

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

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

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c. County (1) applies for or consents to the appointment of, or taking of possession by, a receiver, custodian, trustee, or liquidator of itself or all of its property, (2) admits in writing its inability, or is generally unable, to pay its debts as they become due, (3) makes a general assignment for the benefit of its creditors, (4) is adjudicated a bankrupt or insolvent, (5) commences a voluntary case under the Federal Bankruptcy Code (as now or hereafter in effect), (6) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, (7) fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against it in an involuntary case under the Bankruptcy Code, or (8) takes any action for the purpose of effecting any of the foregoing; or

d. A proceeding or case is commenced, without the application or consent of County, in any court of competent jurisdiction, seeking (1) the liquidation, dissolution or winding-up, or the composition or readjustment of debts, of County, (2) the appointment of a trustee, receiver, custodian, liquidator, or the like of County or of all or any substantial part of its assets, or (3) similar relief in respect to County under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case continues undismissed, or an order, judgment, or decree approving or ordering any of the foregoing is entered and continues unstayed and in effect for a period of sixty consecutive days, or an order for relief against County is entered in an involuntary case under the Federal Bankruptcy Code (as now or hereafter in effect).

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

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

b. Any representation, warranty or statement made by OHA herein or in any documents or reports relied upon by County to measure performance by OHA is untrue in any material respect when made.

10. Termination.

a. County Termination. County may terminate this Agreement:

(1) For its convenience, upon at least 30 days advance written notice to OHA;

(2) Upon 45 days advance written notice to OHA, if County does not obtain funding, appropriations and other expenditure authorizations from County's governing body, federal, state or other sources sufficient to permit County to satisfy its performance obligations under this Agreement, as determined by County in the reasonable exercise of its administrative discretion;

(3) Upon 30 days advance written notice to OHA, if OHA is in default under this Agreement and such default remains uncured at the end of said 30 day period or such longer period, if any, as County may specify in the notice; or

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(4) Immediately upon written notice to OHA, if Oregon statutes or federal laws, regulations or guidelines are modified, changed or interpreted by the Oregon Legislative Assembly, the federal government or a court in such a way that County no longer has the authority to meet its obligations under this Agreement.

b. OHA Termination. OHA may terminate this Agreement:

(1) For its convenience, upon at least 30 days advance written notice to County;

(2) Upon 45 days advance written notice to County, if OHA does not obtain funding, appropriations and other expenditure authorizations from federal, state or other sources sufficient to meet the payment obligations of OHA under this Agreement, as determined by OHA in the reasonable exercise of its administrative discretion. Notwithstanding the preceding sentence, OHA may terminate this Agreement, immediately upon written notice to County or at such other time as it may determine if action by the Oregon Legislative Assembly or Emergency Board reduces OHA's legislative authorization for expenditure of funds to such a degree that OHA will no longer have sufficient expenditure authority to meet its payment obligations under this Agreement, as determined by OHA in the reasonable exercise of its administrative discretion, and the effective date for such reduction in expenditure authorization is less than 45 days from the date the action is taken;

(3) Immediately upon written notice to County if Oregon statutes or federal laws, regulations or guidelines are modified, changed or interpreted by the Oregon Legislative Assembly, the federal government or a court in such a way that OHA no longer has the authority to meet its obligations under this Agreement or no longer has the authority to provide payment from the funding source it had planned to use;

(4) Upon 30 days advance written notice to County, if County is in default under this Agreement and such default remains uncured at the end of said 30 day period or such longer period, if any, as OHA may specify in the notice;

(5) Immediately upon written notice to County, if any license or certificate required by law or regulation to be held by County or a subcontractor to perform the Work is for any reason denied, revoked, suspended, not renewed or changed in such a way that County or a subcontractor no longer meets requirements to perform the Work. This termination right may only be exercised with respect to the particular part of the Work impacted by loss of necessary licensure or certification; or

(6) Immediately upon written notice to County, if OHA determines that County or any of its subcontractors have endangered or are endangering the health or safety of a client or others in performing work covered by this Agreement.

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c. **Mutual Termination**. The Agreement may be terminated immediately upon mutual written consent of the parties or at such time as the parties may agree in the written consent.

11. **Effect of Termination**.

a. **Entire Agreement**.

(1) Upon termination of this Agreement, OHA shall have no further obligation to pay County under this Agreement.

(2) Upon termination of this Agreement, County shall have no further obligation to perform Work under this Agreement.

b. **Obligations and Liabilities**. Notwithstanding Section 11.a., any termination of this Agreement shall not prejudice any obligations or liabilities of either party accrued prior to such termination.

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

13. **Insurance**. County shall require subcontractors to maintain insurance as set forth in Exhibit C, which is attached hereto.

14. **Records Maintenance; Access**. County shall maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. In addition, County shall maintain any other records, books, documents, papers, plans, records of shipments and payments and writings of County, whether in paper, electronic or other form, that are pertinent to this Agreement in such a manner as to clearly document County's performance. All financial records, other records, books, documents, papers, plans, records of shipments and payments and writings of County whether in paper, electronic or other form, that are pertinent to this Agreement, are collectively referred to as "Records." County acknowledges and agrees that OHA and the Oregon 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. County shall retain and keep accessible all Records for a minimum of six years, or such longer period as may be required by applicable law, following final payment and termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later. County shall maintain Records in accordance with the records retention schedules set forth in OAR Chapter 166.

15. **Information Privacy/Security/Access**. If the Work performed under this Agreement requires County or its subcontractor(s) to access or otherwise use any OHA Information Asset or Network and Information System in which security or privacy requirements apply, and OHA grants County, its subcontractor(s), or both access to such OHA Information Assets or Network and Information Systems, County shall comply and require its subcontractor(s) to which such access has been granted to comply with the terms and conditions applicable to such access or use, including OAR 943-014-0300

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through OAR 943-014-0320, as such rules may be revised from time to time. For purposes of this section, "Information Asset" and "Network and Information System" have the meaning set forth in OAR 943-014-0305, as such rule may be revised from time to time.

16. **Force Majeure**. Neither OHA nor County shall be held responsible for delay or default caused by fire, civil unrest, labor unrest, natural causes, or war which is beyond the reasonable control of OHA or County, respectively. Each party shall, however, make all reasonable efforts to remove or eliminate such cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement. OHA may terminate this Agreement upon written notice to the other party after reasonably determining that the delay or breach will likely prevent successful performance of this Agreement.

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

a. County shall not assign or transfer its interest in this Agreement without prior written approval of OHA. Any such assignment or transfer, if approved, is subject to such conditions and provisions as OHA may deem necessary. No approval by OHA of any assignment or transfer of interest shall be deemed to create any obligation of OHA in addition to those set forth in the Agreement.

b. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and permitted assigns.

18. **Alternative Dispute Resolution**. The parties should attempt in good faith to resolve any dispute arising out of this agreement. This may be done at any management level, including at a level higher than persons directly responsible for administration of the agreement. In addition, the parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.

19. **Subcontracts**. County shall not enter into any subcontracts for any of the Work required by this Agreement without OHA's prior written consent. In addition to any other provisions OHA may require, County shall include in any permitted subcontract under this Agreement provisions to require that OHA will receive the benefit of subcontractor performance as if the subcontractor were County with respect to Sections 1, 2, 3, 4, 7, 15, 16, 18, 19, 20, and 22 of this Exhibit B. OHA's consent to any subcontract shall not relieve County of any of its duties or obligations under this Agreement.

20. **No Third Party Beneficiaries**. OHA and County are the only parties to this Agreement and are the only parties entitled to enforce its terms. The parties agree that County's performance under this Agreement is solely for the benefit of OHA to assist and enable OHA to accomplish its statutory mission. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons any greater than the rights and benefits enjoyed by the general public unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

21. **Amendments**. No amendment, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both parties and, when required, approved by the Oregon Department of Justice. Such amendment, modification, or change, if made, shall be effective only in the specific instance and for the specific purpose given.

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

23. **Survival**. Sections 1, 4, 5, 6, 7, 10, 12, 13, 14, 15, 18, 20, 21, 22, 23, 24, 25, 26, 27 and 28 of this Exhibit B shall survive Agreement expiration or termination as well as those the provisions of this Agreement that by their context are meant to survive. Agreement expiration or termination shall not extinguish or prejudice either party's right to enforce this Agreement with respect to any default by the other party that has not been cured.

24. **Notice**. Except as otherwise expressly provided in this Agreement, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, or mailing the same, postage prepaid to County or 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 facsimile shall be deemed received and effective on the day the transmitting machine generates a receipt of the successful transmission, if transmission was during normal business hours of the recipient, or on the next business day if transmission was outside normal business hours of the recipient. Notwithstanding the forgoing, to be effective against the other party, any notice transmitted by facsimile must be confirmed by telephone notice to the other party. Any communication or notice given by personal delivery shall be deemed effective when actually delivered to the addressee.

OHA: Office of Contracts & Procurement
500 Summer Street NE, E-03
Salem, OR 97301
Telephone: 503-945-5818
Fax: 503-378-4324

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

26. **Waiver**. The failure of either party to enforce any provision of this Agreement shall not constitute a waiver by that party of that or any other provision. No waiver or consent shall be effective unless in writing and signed by the party against whom it is asserted.

27. **Contribution**.

a. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against a party (the "Notified Party") with respect to which the other party ("Other Party") may have liability, the Notified Party must promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Either party is entitled to participate in the defense of a Third Party Claim,

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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.

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

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

28. Indemnification by Subcontractors. County shall take all reasonable steps to cause 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 County'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.

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29. **Stop-Work Order**. OHA may, at any time, by written notice to County, require the County to stop all, or any part of the Work required by this Agreement for a period of up to 90 days after the date of the notice, or for any further period to which the parties may agree through a duly executed amendment. Upon receipt of the notice, County shall immediately comply with the Stop-Work Order terms and take all necessary steps to minimize the incurrence of costs allocable to the Work affected by the stop work order notice. Within a period of 90 days after issuance of the written notice, or within any extension of that period to which the parties have agreed, OHA shall either:

a. Cancel or modify the stop work order by a supplementary written notice; or

b. Terminate the Work as permitted by either the Default or the Convenience provisions of Section 10. Termination.

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

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EXHIBIT C

Subcontractor Insurance Requirements

County shall require its first-tier Contractor(s) (Contractor) that are not units of local government as defined in ORS 190.003, if any, to:

i) obtain the insurance specified under TYPES AND AMOUNTS and meet the requirements under ADDITIONAL INSURED, CONTINUOUS CLAIMS MADE COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before the Contractor(s) perform under contracts between County 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 authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to OHA.

County shall not authorize Contractors to begin work under the Subcontracts until the insurance is in full force. Thereafter, County shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. County shall incorporate appropriate provisions in the Subcontracts permitting it to enforce 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, terminating the Subcontracts as permitted by the Subcontracts, or pursuing legal action to enforce the insurance requirements. In no event, shall County permit a Contractor to work under a Subcontract when County 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 County directly enters into a contract. It does not include a subcontractor with which the Contractor enters into a contract.

If Contractor maintains broader coverage and/or higher limits than the minimums shown in this insurance requirement exhibit, OHA requires and shall be entitled to the broader coverage and/or higher limits maintained by Contractor.

INSURANCE TYPES AND AMOUNTS

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY:

All employers, including Contractor, 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). Contractor shall require and ensure that each of its subcontractors complies with these requirements. If Contractor is a subject employer, as defined in ORS 656.023, Contractor shall also obtain Employers' Liability Insurance coverage with limits not less than $500,000 each accident.

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

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As applicable, Contractor shall obtain coverage to discharge all responsibilities and liabilities that arise out of or relate to the Jones Act with limits of no less than $5,000,000 and/or the Longshoremen's and Harbor Workers' Compensation Act.

COMMERCIAL GENERAL LIABILITY:
Contractor shall provide Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverage that are satisfactory to the State of Oregon. This insurance must include personal and advertising injury liability, products and completed operations, contractual liability coverage for the indemnity provided under this Contract, and have no limitation of coverage to designated premises, project, or operation. Coverage must be written on an occurrence basis in an amount of not less than $1,000,000.00 per occurrence and not less than $2,000,000.00 annual aggregate limit.

AUTOMOBILE LIABILITY:

☒ **Required** ☐ **Not required**
Contractor shall provide Automobile Liability Insurance covering Contractor's business use including coverage for all owned, non-owned, or hired vehicles with a combined single limit of not less than $1,000,000.00 for bodily injury and property damage. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability and Automobile Liability). Use of personal Automobile Liability Insurance coverage may be acceptable if evidence that the policy includes a business use endorsement is provided.

PROFESSIONAL LIABILITY:

☒ **Required** ☐ **Not required**
Contractor shall provide Professional Liability Insurance covering any damages caused by an error, omission or any negligent acts related to the services to be provided under the Contract/Subcontract by the Contractor and Contractor's subcontractors, agents, officers or employees in an amount not less than $1,000,000.00 per claim and not less than $2,000,000.00 annual aggregate limit.
If coverage is provided on a claims made basis, then either an extended reporting period of not less than 24 months shall be included in the Professional Liability Insurance coverage, or the Contractor and subcontractors shall provide continuous claims made coverage as stated below.

NETWORK SECURITY AND PRIVACY LIABILITY:

☐ **Required** ☒ **Not required**
Contractor shall provide Network Security and Privacy Liability Insurance for the duration of the sub/contract and for the period of time in which Contractor (or its business associates or subcontractor(s)) maintains, possesses, stores or has access to OHA, State of Oregon or client data, whichever is longer, with a combined single limit of no less than $_____ per claim or incident. This insurance must include coverage for third party claims and for losses, thefts, unauthorized disclosures, access or use of OHA or client data (which may include, but is not limited to, Personally Identifiable Information ("PII"), payment sard data and Protected Health Information ("PHI")) in any format, including coverage for accidental loss, theft, unauthorized disclosure access or use of OHA, State of Oregon data.

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EXCESS/UMBRELLA INSURANCE:
A combination of primary and Excess/Umbrella insurance may be used to meet the required limits of insurance. When used, all of the primary and Excess or Umbrella policies must provide all of the insurance coverages required herein, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Excess or Umbrella policies must be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying insurance. No insurance policies maintained by the Additional Insureds, whether primary or Excess, and which also apply to a loss covered hereunder, are to be called upon to contribute to a loss until the Contractor's primary and Excess liability policies are exhausted.
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.

ADDITIONAL COVERAGE REQUIREMENTS:
Contractor's insurance shall be primary and non-contributory with any other insurance. Contractor shall pay for all deductibles, self-insured retention (SIR), and self-insurance, if any.

ADDITIONAL INSURED:
All liability insurance, except for Workers' Compensation, Professional Liability, Directors and Officers Liablity and Network Security and Privacy Liability (if applicable), required under the Subcontract must include an Additional Insured Endorsement specifying the State of Oregon, its officers, employees and agents as Additional Insureds, including additional insured status with respect to liability arising out of ongoing operations and completed operations, but only with respect to Contractor's services to be performed under the Subcontract. Coverage must be primary and non-contributory with any other insurance and self-insurance.
Regarding Additional Insured status under the General Liability policy, the State of Oregon requires Additional Insured status with respect to liability rising out of ongoing operations and completed operations. The Additional Insured Endorsement with respect to liability arising out of Contractor's ongoing operations must be on or at least as broad as ISO Form CG 20 10 and the Additional Insured endorsement with respect to completed operations must be on or at least as broad as ISO form CG 20 37.

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

CONTINUOUS CLAIMS MADE COVERAGE:
If any of the required liability insurance is on a claims made basis and does not include an extended reporting period of at least 24 months, then Contractor shall maintain Continuous Claims Made coverage, provided the effective date of the Continuous Claims Made coverage is on or before the effective date of the Contract, for a minimum of 24 months following the later of:

(i) Contractor's completion and OHA/County's acceptance of all Services required under the Contract, or
(ii) OHA or Contractor's termination of this Contract, or
(iii) The expiration of all warranty periods provided under this Contract.

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CERTIFICATE(S) AND PROOF OF INSURANCE:
County shall obtain from the Contractor a Certificate(s) of Insurance for all required insurance before Contractor delivers any goods and performs any Services required under this Contract. The Certificate(s) must list the State of Oregon, its officers, employees, and agents as a certificate holder and as an endorsed Additional Insured. The Certificate(s) of Insurance must also include all required endorsements or copies of the applicable policy language effecting coverage required by this Contract. If Excess/Umbrella Insurance is used to meet the minimum insurance requirement, the Certificate of Insurance must include a list of all policies that fall under the Excess/Umbrella Insurance. As proof of insurance, OHA/County has the right to request copies of insurance policies and endorsements relating to the insurance requirements in this Agreement.

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

INSURANCE REQUIREMENT REVIEW:
Contractor agrees to periodic review of insurance requirements by OHA/County under this agreement and to provide updated requirements as mutually agreed upon by Contractor and OHA/County.

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

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EXHIBIT D

Federal Terms and Conditions

RESERVED

Docusign Envelope ID: 0F976C79-8629-4E06-AD34-4F268EC70F9D

EXHIBIT E

Financial Pages

MODIFICATION INPUT REVIEW REPORT

MOD#: A0195
CONTRACT#: 043081 CONTRACTOR: MARION COUNTY
INPUT CHECKED BY: _____ DATE CHECKED: _____

SE#	FUND	PROJ CODE	CPMS PROVIDER	EFFECTIVE DATES	SLOT CHANGE/TYPE	RATE	OPERATING DOLLARS	STARTUP DOLLARS	PART ABC	PART IV	PAAF CD	BASE	CLIENT CODE	SP#
FISCAL YEAR: 2025-2026														
	GAMBL	MARION CO.												
80	888	-0-		7/1/2025 - 6/30/2026	0 /NA	$0.00	$148,350.00	$0.00	A	1	Y			
	GAMBL	MARION CO.												
80	888	-0-		7/1/2025 - 6/30/2026	0 /NA	$0.00	$4,500.00	$0.00	C	1	Y			1
				TOTAL FOR SE# 80			$152,850.00	$0.00						
				TOTAL FOR 2025-2026			$152,850.00	$0.00						
FISCAL YEAR: 2026-2027														
	GAMBL	MARION CO.												
80	888	-0-		7/1/2026 - 6/30/2027	0 /NA	$0.00	$148,350.00	$0.00	A	1	Y			
				TOTAL FOR SE# 80			$148,350.00	$0.00						
				TOTAL FOR 2026-2027			$148,350.00	$0.00						
				TOTAL FOR A0195 043081			**$301,200.00**	**$0.00**						

Docusign Envelope ID: 0F976C79-8629-4E06-AD34-4F268EC70F9D

EXHIBIT E

Financial Pages

OREGON HEALTH AUTHORITY
Financial Assistance Award Amendment (FAAA)

CONTRACTOR: MARION COUNTY Contract#: 043081
DATE: 06/05/2025 REF#: 000

REASON FOR FAAA (for information only):

Payments provided through these Financial Pages (Exhibit E) are for Mental Health, Addictions Treatment, Recovery and Prevention, and Problem Gambling Services, as allocated within OHA's 2025-2027 Legislative Approved Budget (LAB), beginning on July 1, 2025, and ending June 30, 2027. The Financial Pages may require modification by written amendment, or by administrative amendment (memo), provided that such administrative amendment is only used to change the fund source coding and not the amount of funding, to reflect the actual funding amounts remaining in the 2025-2027 LAB.

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

A0195 1 The payments are subject to this special condition will be disbursed to contractor in one lump sum within 30 calendar days after the date this contract becomes executed.

MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: July 23, 2025

Department: Health & Human Services

Title: HE1692-25 Rental Assistance Program Services/MHS 12 Special Procurement

Management Update/Work Session Date: July 8, 2025 **Audio/Visual aids** ☐

Time Required: 10 Minutes **Contact:** Diana Lee Adams Hill **Phone:** 503-576-4652

Requested Action:
Approve Special Procurement

Issue, Description & Background:
Marion County Health & Human Services (MCHHS) intending to act in its capacity as a fiscal intermediary, shall enter into a defined class of contractual agreements with property owners and their authorized property managers, utility service providers, and other third-party vendors engaged in the provision of housing-related or client-support services. These agreements shall facilitate the disbursement of authorized payments on behalf of eligible individuals for rental assistance, including ongoing housing subsidies and one-time housing-related costs such as security deposits and application fees, utility expenses, indigent chemical dependency program claims, and other forms of client assistance.

Financial Impacts:
$3,000,000.00 per year for 5 years for a total of $15,000,000.00

Impacts to Department & External Agencies:
None

List of attachments:

Presenter:
Naomi Hudkins/Christina Bertschi

Department Head Signature:
Ryan Matthews
Digitally signed by Ryan Matthews
Date: 2025.07.09 08:17:45 -07'00'

REQUEST FOR SPECIAL PROCUREMENT

HE1692-25

for

Rental Assistance Program Services/MHS 12

Marion County is conducting a Special Procurement pursuant to ORS 279B.085 and MCPCR 20-0285.

1. BACKGROUND

The Marion County Health & Human Services (MCHHS) Housing Programs, which includes the Rental Assistance Program, Youth Rental Assistance Program, Family Rental Assistance Program, the Oregon Department of Human Services (ODHS) Housing Navigation Program, Housing Navigation Services supported by the Health-Related Social Needs (HRSN) Medicaid benefits, and other grant-funded housing initiatives, provides financial assistance to eligible individuals with diagnosed mental health conditions, substance use disorders, and intellectual and developmental disabilities. Program services include, but are not limited to, ongoing housing subsidies, utility payment assistance, one-time housing-related expenses such as security deposits and application fees, and other client-specific costs necessary to secure and maintain safe and stable housing. The provision of fiscal intermediary services for individuals with complex health and social needs is intended to reduce barriers that impede access to stable housing and supportive services. Many of these individuals face substantial challenges, including poor credit history, prior criminal justice involvement, and co-occurring physical and behavioral health conditions, which limit their ability to independently obtain and retain appropriate housing and additional support services. These services are a vital component of MCHHS' effort to support the health, stability, and overall well-being of underserved populations.

The MCHHS Housing Programs currently serves an average of 126 individuals per month, with monthly payments averaging approximately $125,690. As the Housing Programs continues to grow, it is projected to serve approximately 300 individuals monthly, with payments increasing to an estimated $250,000 per month. The County's current contract for fiscal intermediary services, provided by Public Partnerships, LLC, may be unable to meet the expanding demands of the program; therefore, MCHHS intends to assume the role of fiscal intermediary to ensure the uninterrupted administration and disbursement of authorized payments on behalf of eligible clients.

2. CONTRACTING PROCEDURE

County intends to make direct payments to providers as further described below in Section 3..County intends to make direct payments to providers as further described below in Section 3..

3. CLASS OF SERVICES

In accordance with this Special Procurement request MCHHS, intending to act in its capacity as a fiscal intermediary, shall make direct payments to make direct payments to property owners and their authorized property managers, utility service providers including but not limited to providers of electricity, natural gas, water and sewer, telecommunications, and refuse collection services, and other third-party vendors engaged in the provision of housing-related or client-support services. This Special Procurement will enable MCHHS to disburse to disburse authorized payments on behalf of eligible individuals for rental assistance, including ongoing housing subsidies and one-time housing-related costs such as security deposits and application fees, utility expenses, indigent chemical dependency program claims, and other forms of client assistance as determined in accordance with applicable program requirements, funding source regulations, and administrative policy. Funding for these services shall be provided under various agreements. The current agreements include but are not limited to:

i. 2024-2025 Intergovernmental Agreement with the Oregon Health Authority for the Financing of Community Mental Health, Addiction Treatment, Recovery, & Prevention, and Problem Gambling Services

    - Rental Assistance Program Services / MHS 12

ii. Intergovernmental Agreement (No. 180598) with the Oregon Department of Human Services

iii. Intergovernmental Grant Agreement (No. 177688) with the Oregon Health Authority – Behavioral Health Housing Investment Funds

iv. PacificSource Community Solutions Health-Related Social Needs Provider Service Agreement

v. PacificSource Community Solutions Memorandum of Understanding SHARE Initiative

4. REQUIREMENTS

Pursuant to MCPCR 20-0285 The county may award a contract as a special procurement pursuant to the requirements of ORS 279B.085. The Board may approve a special procurement if the procurement:

A. ORS 279B.085(4)(a)

Is unlikely to encourage favoritism in the awarding of public contracts or to substantially diminish competition for public contracts; and

B. ORS 279B.085(4)(b)(A)

Is reasonably expected to result in substantial cost savings to the contracting agency or to the public; or

C. ORS 279B.085(4)(b)(B)

Otherwise substantially promotes the public interest in a manner that could not practicably be realized by complying with requirements that are applicable under ORS 279B.055, 279B.060, 279B.065 or 279B.070 or under any rules adopted thereunder.

5. DETERMINATION AND FINDINGS

A. ORS 279B.085(4)(a)

This proposed special procurement: *ORS 279B.085(4)(a)* will be unlikely to encourage favoritism in the awarding of public contracts or to substantially diminish competition for public contracts because:

The County does not select the vendors and does not determine the placements of individuals and therefore does not dictate the flow of funds to any specified provider.

B. ORS 279B.085(4)(b)(A)

MCHHS does not have full discretion over the placement of individuals through the Rental Assistance Program, Youth Rental Assistance Program, Family Rental Assistance Program, the Oregon Department of Human Services (ODHS) Housing Navigation Program, Housing Navigation Services supported by the Health-Related Social Needs (HRSN) Medicaid benefits, and other grant-funded housing initiatives within the Housing Programs. Therefore, it is necessary for MCHHS to be able to make direct payments as necessary to provide this assistance program.

ORS 279B.085(4)(b)(B) will otherwise substantially promote the public interest in a manner that could not practicably be realized by complying with the requirements of ORS 279B.055, 279B.060, 279B.065, or 279B.070, or any rules adopted thereunder because:

Complying with ORS 279B.055 (Competitive Sealed Bidding), ORS 279B.060 (Competitive Sealed Proposals), ORS 279B.065 (Small Procurements), or ORS 279B.070 (Intermediate Procurements) will not meet the needs of the program as these are all methods of determining lowest cost or best value. This is a situation where the County is not able to select the providers through one of the standard sourcing methods, as the program needs to make direct payments necessary to provide this assistance and make direct payments as necessary to provide this assistance program.

6. LENGTH OF TIME

The length of time/duration for this special procurement is September 1, 2025, through December 31, 2030.

7. RESULTS OF INITIAL POSTING

No responses.

8. REVIEW AND APPROVAL

MARION COUNTY SIGNATURES

BOARD OF COMMISSIONERS:

_____

Chair Date

_____

Commissioner Date

_____

Commissioner Date

NOTICE OF
REQUEST for APPROVAL of a
SPECIAL PROCUREMENT

HE1692-25

for

Rental Assistance Program Services/MHS 12

Release Date: **June 20, 2025**

Comments / Questions / Due: **June 27, 2025, 4:00PM PST**

1. NOTICE

The County will be requesting its Board of Commissioners approve a special procurement.

Prior to the request being presented to the Board, pursuant to MCPCR 20-0285, a notice must be advertised providing the public an opportunity to protest the request.

2. DOCUMENTS

Electronic copies of this notice and all related documents can be obtained from the Marion County Procurement Collaboration Portal at the following URL:

https://contracts-marioncountygcc.msappproxy.net/gateway/

3. REQUEST

Please review the document titled "Rental Assistance Program Services/MHS 12 – Special Procurement". This document includes all of the elements required to satisfy ORS 279B.085 and MCPCR 20-0285, Special Procurement

4. COMMENT AND QUESTION OPPORTUNITY

If you wish to provide comment or questions to the request for approval of a Special Procurement, it must be done so through the Marion County Procurement Collaboration Portal at the URL listed above, by the time and date listed above.

5. RESPONSE INSTRUCTIONS

A. Log Into the Procurement Collaboration Portal

i Go to the Marion County Procurement Collaboration Portal which can be found at: https://contracts-marioncountygcc.msappproxy.net/gateway/

ii Sign In or Create an Account

iii Creating an account MUST be completed 15-30 minutes before files will be able to be submitted through the portal.

B. Solicitations Tab

i At the top of the page, hover over Solicitations

ii Select Search All Solicitations

iii Click View next to the applicable solicitation

C. Opportunity Details

i ***Viewing Documents*** – Scroll down the page to the Files, Documents, Images section, Public Files: subsection. Here you will find all of the relevant files.

ii ***Submitting a Question*** – If you would like to submit a question, scroll down the page to the Questions & Answers section. Type your question in the My Questions/Answers text box and click the Ask Question box.

iii ***Register as Respondent*** - If you are interested in responding to the posting, click the button Register as Respondent on the left side of the screen.

iv ***Submitting Documents*** – If you would like to submit a response to this posting, scroll down the page to the Files, Documents, Images section, My Files: subsection. Here you will Select a file, select a File Category, and type a description before clicking the Save File button.

v ***Response Status*** – Once you have registered as a respondent and submitted documents, scroll to the bottom of the page to the Response Status section and select the appropriate status for your submission, then click Submit.

6. DISCLAIMER

This notice is issued to support the Special Procurement; it does not constitute a solicitation on its own. There will not be an evaluation or scoring of the material submitted. No information received in response to this notice will be returned. Responses to this notice are not an offer and cannot be accepted by the County to form a binding contract. Respondents will not necessarily be notified the result of this notice, or future solicitation opportunities.

MARION COUNTY

REQUEST FOR APPROVAL OF

SPECIAL PROCUREMENT

HE1692-25

for

Rental Assistance Program Services/MHS 12

Release Date: **June 20, 2025, 4:00PM PST**

Comments or Questions Due: **June 27, 2025, 4:00PM PST**

Submit questions and responses via the Marion County Procurement Collaboration Portal

https://contracts-marioncountygcc.msappproxy.net/gateway/

Electronic copies of this request and attachments, if any, can be obtained from the Marion County Procurement Collaboration Portal at the URL listed above.

1. Log Into the Procurement Collaboration Portal

a. Go to the Marion County Procurement Collaboration Portal which can be found at: https://contracts-marioncountygcc.msappproxy.net/gateway/

b. Sign In or Create an Account

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a. At the top of the page, hover over **Solicitations**

b. Select **Search All Solicitations**

c. Click **View** next to the applicable solicitation

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d. ***Submitting Documents*** – If you would like to submit a response to this posting, scroll down the page to the Files, Documents, Images section, My Files: subsection. Here you will Select a file, select a File Category, and type a description before clicking the Save File button.

e. ***Response Status*** – Once you have registered as a respondent and submitted documents, scroll to the bottom of the page to the Response Status section and select the appropriate status for your submission, then click Submit.

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MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: 7/23/25

Department: Health & Human Services

Title: Amendment 4 to Oregon Department of Human Services, Child Welfare IGA #180598

Management Update/Work Session Date: 7/8/25 **Audio/Visual aids** ☐

Time Required: 10 min **Contact:** Kristina Ballow **Phone:** 503-588-5409

Requested Action: Seeking Approval of Amendment 4 to the contract with ODHS.

Issue, Description & Background: The County shall provide Housing Placement Services to families referred by ODHS Child Welfare and Self Sufficiency. County shall provide case management services to support families in achieving and maintaining housing stability which includes barrier removal, housing search assistance, locate and stabilize housing, facilitating access to community resources and development of landlord connections. The purpose is to support parents and families engaged with ODHS Child Welfare and Self Sufficiency in Marion County find and maintain stable housing in order to prevent out of home placement of their children or support a reunification plan. Amendment four: changes expiration date to June 30, 2026. Increased by $134,099.84 for a NTE of $384,099.84.

Financial Impacts: Total contract amount $384,099.84.

Impacts to Department & External Agencies: Health and Human Services anticipates no financial impact to other departments.

List of attachments: Amendments 1-4, Original

Presenter: Christina Bertschi

Department Head Signature: DocuSigned by: Ryan Matthews 7D28A787656F458...

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Contract Review Sheet

Intergovernmental Agreement **HE-5605-23 - Am4**

Title: **Child Welfare IGA #180598**

Contractor's Name: **Oregon Department of Human Services**

Department: **Health and Human Services** Contact: **Kristina Ballow**

Analyst: **Chalyce MacDonald** Phone #: **(503) 588-5409**

Term - Date From: **July 1, 2023** Expires: **June 30, 2026**

Original Contract Amount: **$ 120,000.00** Previous Amendments Amount: **$ 130,000.00**

Current Amendment: **$ 134,099.84** New Contract Total: **$ 384,099.84** Amd% **220%**

Incoming Funds ☑ Federal Funds ☐ Reinstatement ☐ Retroactive ☑ Amendment greater than 25%

Source Selection Method: **50-0010 General Exemptions (IGAs and QRFs)**

Description of Services or Grant Award

As directed by the Oregon Revised Statues (ORS) 418.580 through 418.598, County and Oregon Department of Human Services (ODHS) execute this Agreement for the provision of Strengthening, Preserving and Reunifying Families (SPRF) services.

The County shall provide Housing Placement Services to families referred by ODHS Child Welfare and Self Sufficiency. County shall provide case management services to support families in achieving and maintaining housing stability which includes barrier removal, housing search assistance, locate and stabilize housing, facilitating access to community resources and development of landlord connections.

The purpose is to support parents and families engaged with ODHS Child Welfare and Self Sufficiency in Marion County find and maintain stable housing in order to prevent out of home placement of their children or support a reunification plan.

Amendment four: changes expiration date to June 30, 2026 [2025]. Increased by $134,099.84 for a NTE of $384,099.84.

Desired BOC Session Date: ~~7/9/2025~~ **7/23/25** Contract should be in DocuSign by: **6/18/2025**

Agenda Planning Date **6/26/2025** Printed packets due in Finance: **6/24/2025**

Management Update ~~6/24/2025~~ **7/8/25** BOC upload / Board Session email: **6/25/2025**

BOC Session Presenter(s) **Christina Bertschi** Code: **Y**

REQUIRED APPROVALS

DocuSigned by: Sandra L. Hasen C5E72231E6E54E3... 6/20/2025
Finance - Contracts — Date

Signed by: Kristina Ballow A38C58E8078E42B... 6/24/2025
Contract Specialist — Date

Signed by: Scott Norris 60C98A6E7082405... 6/24/2025
Legal Counsel — Date

DocuSigned by: Jan Fritz DC16351248DE4EC... 6/24/2025
Chief Administrative Officer — Date

Docusign Envelope ID: 65C6F722-B609-456C-B6E6-3166AEE48E8C

Oregon Department of Human Services

Agreement Number 180598

AMENDMENT TO
STATE OF OREGON
INTERGOVERNMENTAL AGREEMENT

You can get this document in other languages, large print, braille, or a format you prefer free of charge. Contact the Agreement Administrator at the contact information found on page one of the original Agreement, as amended. We accept all relay calls.

This is amendment number **04** to Agreement Number **180598** between the State of Oregon, acting by and through its Oregon Department of Human Services, hereinafter referred to as "**ODHS**," and

Marion County
Acting by and through its Health and Human Services Department
3180 Center St. NE, Suite 2100
Salem, OR 97301
Contact: Meuy Saechao
Telephone: 503-584-4897
E-mail address: msaechao@co.marion.or.us

hereinafter referred to as "**County**."

1. This amendment shall become effective on the date it is approved in writing by the Oregon Department of Justice, provided it is (i) when required, approved in writing by the Oregon Department of Administrative Services, and (ii) is signed by all parties, regardless of the date of the parties' signatures.

2. The Agreement is hereby amended as follows:

a. The County's contact information is updated to read as follows: language to be deleted or replaced is ~~struck through~~; new language is **underlined and bold**.

Marion County
Acting by and through its Health and Human Services Department
~~3180~~ **3160** Center St. NE~~, Suite 2100~~
Salem, OR 97301
Contact: ~~Meuy Saechao~~ **Kristina Ballow**
Telephone: ~~503-584-4897~~ **503-588-5409**
E-mail address: ~~msaechao@co.marion.or.us~~ **health_contracts@co.marion.or.us**

b. **Section 1., "Effective Date and Duration."** is amended only to change the Agreement expiration date from **June 30, 2025 to June 30, 2026**.

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c. **Section 2., "Consideration.", Subsection a. only** is amended only to increase the maximum not-to-exceed amount payable to County from **$250,000.00 to $384,099.84**.

d. **For services provided on July 1, 2025 and after, Exhibit A, Part 1, "Statement of Work", Section 5.c. only** to read as follows: language to be deleted or replaced is ~~struck through~~; new language is **underlined and bold**.

> **c.** Serve ~~a range of 20 to 25 families~~ ~~for the duration of this Agreement~~ **an average of 10 Families per month**. **Averages will be based on the prior three months of service utilization rates.** ODHS will track and monitor the number of ~~families~~ **Families** served monthly. This information will be used to begin capturing baseline measurements tied to outcome measures identified in Section 9. "Child Welfare Participant-Driven Outcome Measures".

e. **For services provided on July 1, 2025 and after, Exhibit A, Part 2, "Payment and Financial Reporting"** is hereby superseded and restated in its entirety, as set forth in **Exhibit A, Part 2, "Payment and Financial Reporting"**, attached hereto and incorporated herein by this reference.

f. **For services provided on and after the effective date of this amendment, Exhibit C, "Subcontractor Insurance Requirements"** is hereby superseded and restated in its entirety, as set forth in **Exhibit C, "Subcontractor Insurance Requirements"**, attached hereto and incorporated herein by this reference.

g. **For services provided on and after the effective date of this amendment, Exhibit E, "Security and Privacy Agreement"** is hereby superseded and restated in its entirety, as set forth in **Exhibit E, "Security and Privacy Agreement"**, attached hereto and incorporated herein by this reference.

3. Except as expressly amended above, all other terms and conditions of the original Agreement and any previous amendments are still in full force and effect. County certifies that the representations, warranties and certifications contained in the original Agreement are true and correct as of the effective date of this amendment and with the same effect as though made at the time of this amendment.

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

a. County 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) County and that pertains to this Agreement or to the project for which the Agreement work is being performed. County 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. The Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against County, in addition to any remedies that may be available to ODHS under the Agreement;

b. The information shown in Section 5.a. "County Information" of the original Agreement, as amended is County's true, accurate and correct information;

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c. To the best of the undersigned's knowledge, County 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;

d. County and County'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;*

e. County 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/SAM*;

f. County is not subject to backup withholding because:

(1) County is exempt from backup withholding;

(2) County has not been notified by the IRS that County is subject to backup withholding as a result of a failure to report all interest or dividends; or

(3) The IRS has notified County that County is no longer subject to backup withholding.

g. County's Federal Employer Identification Number (FEIN) provided to ODHS is true and accurate. If this information changes, County shall provide ODHS with the new FEIN within 10 days.

5. Signatures.

COUNTY: YOU WILL NOT BE PAID FOR SERVICES RENDERED PRIOR TO NECESSARY STATE APPROVALS.

Marion County acting by and through its Health and Human Services Department
By:

See County Signature Page	Ryan Matthews
Authorized Signature	Printed Name
Administrator	6/9/25
Title	Date

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

Authorized Signature	Printed Name
Title	Date

Approved for Legal Sufficiency:

Approved via email by Jeffrey Wahl, AIC	5/23/2025
Oregon Department of Justice	Date

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SIGNATURE PAGE FOR
OREGON DEPARTMENT OF HUMAN SERVICES, CHILD WELFARE IGA #180598 - HE-5605-23
between
MARION COUNTY and OREGON DEPARTMENT OF HUMAN SERVICES

MARION COUNTY SIGNATURES
BOARD OF COMMISSIONERS:

Chair	Date
Commissioner	Date
Commissioner	Date
Authorized Signature: DocuSigned by: Ryan Matthews 7D28A787656F458...	6/20/2025
Department Director or designee	Date
Authorized Signature: DocuSigned by: Jan Fritz DC16351248DE4EC...	6/24/2025
Chief Administrative Officer	Date
Reviewed by Signature: Signed by: Scott Norris 60C98A6F708240B...	6/24/2025
Marion County Legal Counsel	Date
Reviewed by Signature: DocuSigned by: Sandra L Lyon C5F72231E6F54E3...	6/20/2025
Marion County Contracts & Procurement	Date

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EXHIBIT A

Part 2
Payment and Financial Reporting

1. Payment Provisions.

a. As consideration for the services provided by the County during the period specified in Section **1. "Effective Date and Duration"**, ODHS will pay to the County, a maximum not-to-exceed amount as specified in Section **3. "Consideration"**, to be paid as follows:

(1) Child Welfare Services. Total not-to-exceed amount for Child Welfare services is **$192,049.92** to be paid as follows:

(a) Monthly Fee. For the Child Welfare services as described in Exhibit A, Part 1, "Statement of Work":

i. For ODHS Child Welfare services provided on July 1, 2023 through June 30, 2025, ODHS will make payments to the County at the rate of **$4,583.33 per month** for months in which at least one Client received services. Child Welfare will not make payment to County for months in which County did not provide services to Child Welfare Clients.

ii. For ODHS Child Welfare services provided on July 1, 2025 and after, ODHS will make payments to the County at the rate of **$5,587.50 per month** for months in which at least one Client received services. Child Welfare will not make payment to County for months in which County did not provide services to Child Welfare Clients.

(b) Flexible Funds.

i. For the period of July 1, 2023 through June 30, 2024, County shall invoice ODHS for actual expenditures for flexible funds. Reimbursement of all Flexible Funds costs shall not exceed a total of **$5,000.00**. ODHS will review and approve all costs for which County requests reimbursement.

ii. For the period beginning from July 1, 2024 and after, County shall invoice ODHS for actual expenditures for flexible funds. Reimbursement of all Flexible Funds costs shall not exceed a total of **$10,000.00**. ODHS will review and approve all costs for which County requests reimbursement.

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(2) Self-Sufficiency Services. Total not-to-exceed amount for Self-Sufficiency services is **$192,049.92** to be paid as follows:

(a) Monthly Fee. For the Self Sufficiency services as described in Exhibit A, Part 1. "Statement of Work":

i. For ODHS Self-Sufficiency Services provided on July 1, 2023 through June 30, 2025, ODHS will make payments to the County at the rate of **$4,583.33 per month** for months in which at least one Client received services. Self Sufficiency will not make payment to County for months in which services were not provided to JOBS eligible Clients.

ii. For ODHS Self-Sufficiency Services provided on July 1, 2025 and after, ODHS will make payments to the County at the rate of **$5,587.50 per month** for months in which at least one Client received services. Self Sufficiency will not make payment to County for months in which services were not provided to JOBS eligible Clients.

(b) Support Services.

i. For the period of July 1, 2023 through June 30, 2024, County shall invoice ODHS for actual expenditures for support services. Reimbursement of all support services costs shall not exceed a total of **$5,000.00**. ODHS will review and approve all costs for which County requests reimbursement.

ii. For the period of July 1, 2024 and after, County shall invoice ODHS for actual expenditures for support services. Reimbursement of all support services costs shall not exceed a total of **$10,000.00**. ODHS will review and approve all costs for which County requests reimbursement.

(c) Administrative and Program Costs. County's Self Sufficiency expenditures shall not exceed the following not-to-exceed amounts for Administrative Costs, Program Costs, and Support Services for each fiscal period as follows:

i. For the period of July 1, 2023 through June 30, 2024:

Administrative Costs 1.a.(2)(a)i. above:	$ 6,600.00
Program Costs 1.a.(2)(a)i. above:	$48,400.00
Support Services 1.a.(2)(b)i above:	$ 5,000.00
Total Budget for Fiscal Period:	$60,000.00

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ii. For the period of July 1, 2024 through June 30, 2025:

Administrative Costs 1.a.(2)(a)i. above:	$ 6,600.00
Program Costs 1.a.(2)(a)i. above:	$48,400.00
Support Services 1.a.(2)(b)ii above:	$10,000.00
Total Budget for Fiscal Period:	$65,000.00

iii. For the period of July 1, 2025 through June 30, 2026:

Administrative Costs 1.a.(2)(a)ii. above:	$ 1,557.50
Program Costs 1.a.(2)(a)ii. above:	$65,492.50
Support Services 1.a.(2)(b)ii above:	$10,000.00
Total Budget for Fiscal Period:	$87,050.00

(d) Administrative and Program Costs Definitions. For the Purposes of this Exhibit A, Part 2. "Payment and Financial Reporting" Capitalized terms shall have the following meaning:

i. "Administrative Costs" is the cost category for administrative functions both directly and indirectly associated with all JOBS Services provided under this Agreement. Administrative costs can include personnel and non-personnel costs. Administrative functions include general accounting, coordination, budgeting, financial; audits, reviews, incident reports, property management, personnel and payroll; and information systems costs related to the administrative functions.

ii. "Program Costs" are attributed to the JOBS Services provided directly to Participants. This includes County's personnel costs for staff FTE providing the JOBS Services, supplies, equipment, space, materials, and other allowable expenses associated with these staff FTE.

iii. "Support Service payments" means payments available to Participants, as determined eligible by ODHS. ODHS may approve County's to make Support Service payments as indicated in the Business Plan. Eligible payment types are defined in Oregon Administrative Rule found on the following website: https://apps.state.or.us/cf1/caf/arm/B/461-190-0211.htm

b. County invoice, completion and submission:

(1) Child Welfare Services.

(a) Contractor shall submit invoices on the approved ODHS invoice form located at: https://www.oregon.gov/odhs/providers-partners/child-welfare/Pages/contracts.aspx.

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Instructions and requirements for completion and submission of an invoice are included on the third tab of the Excel invoice document. Invoices must be submitted with all fields properly populated.

(b) Payment will be made by ODHS to the Contractor monthly on or after the first of each month following the month in which services were performed, subject to receipt and approval by ODHS of the Contractor's invoice and any required reporting as defined in the Statement of Work for this Contract.

For questions regarding payments please email ContractInvoice.Support@odhsoha.oregon.gov.

(2) Self Sufficiency Services.

(a) County shall submit invoices to the ODHS Agreement Administrator on the approved Self-Sufficiency form obtained from the ODHS Agreement Administrator Invoices are due by the 10th of the following month services were provided.

(b) Payment will be made by ODHS to the County monthly on or after the first of each month following the month in which services were performed, subject to the receipt and approval by ODHS of the County's invoice and any reporting as defined in the Statement of Work for this Agreement.

For questions regarding payments, please contact the ODHS Agreement Administrator.

2. Travel and Other Expenses. ODHS will not reimburse County for any travel or additional expenses under this Agreement.

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EXHIBIT C

Subcontractor Insurance Requirements

County shall require its first-tier contractor(s) (Contractor) that are not units of local government as defined in ORS 190.003, if any, to: (i) obtain the insurance specified under TYPES AND AMOUNTS and meet the requirements under ADDITIONAL INSURED, CONTINUOUS CLAIMS MADE COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before the Contractor(s) perform under contracts between County and the Contractor(s) (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 authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to ODHS. County shall not authorize Contractor(s) to begin work under the Subcontracts until the insurance is in full force. Thereafter, County shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. County shall incorporate appropriate provisions in the Subcontracts permitting it to enforce 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, terminating the Subcontracts as permitted by the Subcontracts, or pursuing legal action to enforce the insurance requirements. In no event shall County permit a Contractor to work under a Subcontract when the County 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 County directly enters into a contract. It does not include a subcontractor with which the Contractor enters into a contract.

If Contractor maintains broader coverage and/or higher limits than the minimums shown in this insurance requirement exhibit, County requires and shall be entitled to the broader coverage and/or higher limits maintained by Contractor.

TYPES AND AMOUNTS

1. Workers' Compensation And Employers' Liability.

a. All employers, including Contractor, 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). Contractor shall require and ensure that each of its subcontractors complies with these requirements. If Contractor is a subject employer, as defined in ORS 656.023, Contractor shall also obtain Employers' Liability Insurance coverage with limits not less than $500,000 each accident.

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

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c. As applicable, Contractor shall obtain coverage to discharge all responsibilities and liabilities that arise out of or relate to the Jones Act with limits of no less than $5,000,000 and/or the Longshoremen's and Harbor Workers' Compensation Act.

2. Commercial General Liability. Contractor shall provide Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverage that are satisfactory to the State of Oregon. This insurance must include personal and advertising injury liability, products and completed operations, contractual liability coverage for the indemnity provided under the Subcontract, and have no limitation of coverage to designated premises, project, or operation. Coverage must be written on an occurrence basis in an amount of not less than $1,000,000 per occurrence and not less than $2,000,000 annual aggregate limit.

3. Automobile Liability.

☒ **Required** ☐ **Not required**

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

4. Professional Liability.

☐ **Required** ☒ **Not required**

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

5. Network Security and Privacy Liability.

☐ **Required** ☒ **Not required**

Contractor shall provide Network Security and Privacy Liability Insurance for the duration of the Subcontract and for the period of time in which Contractor (or its business associates or subcontractor(s)) maintains, possesses, stores or has access to County, State of Oregon, or client data, whichever is longer, with a combined single limit of no less than $_____ per claim or incident. This insurance must include coverage for third party claims and for losses, thefts, unauthorized disclosures, access or use of County, State of Oregon, or client data (which may include, but is not limited to, Personally Identifiable Information ("PII"), payment sard data and Protected Health Information ("PHI")) in any format, including coverage for accidental loss, theft, unauthorized disclosure access or use of County or State of Oregon data.

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6. Physical Abuse And Molestation Insurance Coverage.

☐ **Required** ☒ **Not required**

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

7. Pollution Liability.

☐ **Required** ☒ **Not required**

Contractor shall provide Pollution Liability Insurance covering Contractor's or appropriate subcontractor's liability for bodily injury, property damage and environmental damage resulting from sudden accidental and gradual pollution and related cleanup costs incurred by Contractor, all arising out of the goods delivered or services (including transportation risk) performed under the Subcontract. Combined single limit per occurrence shall not be less than $_____ and not be less than $_____ annual aggregate limit.

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

8. Excess/Umbrella Insurance.

A combination of primary and Excess/Umbrella Insurance may be used to meet the required limits of insurance. When used, all of the primary and Excess or Umbrella policies must provide all of the insurance coverages required herein, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Excess or Umbrella policies must be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying insurance. No insurance policies maintained by the Additional Insureds, whether primary or Excess/Umbrella, and which also apply to a loss

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covered hereunder, are to be called upon to contribute to a loss until the Contractor's primary and Excess/Umbrella liability policies are exhausted.

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.

9. Additional Coverage Requirements. Contractor's insurance shall be primary and non-contributory with any other insurance. Contractor shall pay for all deductibles, self-insured retention (SIR), and self-insurance, if any.

10. Additional Insured.

All liability insurance, except for Workers' Compensation, Professional Liability, Directors and Officers Liability, and Network Security and Privacy Liability (if applicable), required under the Subcontract must include an Additional Insured Endorsement specifying the State of Oregon, its officers, employees and agents as Additional Insureds, including additional insured status with respect to liability arising out of ongoing operations and completed operations, but only with respect to Contractor's services to be performed under the Subcontract. Coverage must be primary and non-contributory with any other insurance and self-insurance.

Regarding Additional Insured status under the General Liability policy, the State of Oregon requires Additional Insured status with respect to liability rising out of ongoing operations and completed operations. The Additional Insured Endorsement with respect to liability arising out of Contractor's ongoing operations must be on, or at least as broad as, ISO Form CG 20 10 and the Additional Insured endorsement with respect to completed operations must be on, or at least as broad as, ISO form CG 20 37.

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

12. Continuous Claims Made Coverage. If any of the required liability insurance is on a claims made basis and does not include an extended reporting period of at least 24 months, then Contractor shall maintain Continuous Claims Made coverage, provided the effective date of the Continuous Claims Made coverage is on or before the effective date of the Subcontract, for a minimum of 24 months following the later of:

(i) Contractor's completion and County's acceptance of all services required under the Subcontract, or

(ii) County or Contractor's termination of the Subcontract, or

(iii) The expiration of all warranty periods provided under the Subcontract.

13. Certificate(s) and Proof of Insurance. County shall obtain from the Contractor a Certificate(s) of Insurance for all required insurance before Contractor delivers any goods

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or performs any services required under the Subcontract. The Certificate(s) of Insurance must list the State of Oregon, its officers, employees, and agents as a certificate holder and as an endorsed Additional Insured. The Certificate(s) of Insurance must also include all required endorsements or copies of the applicable policy language effecting coverage required by the Subcontract. If Excess/Umbrella Insurance is used to meet the minimum insurance requirement, the Certificate(s) of Insurance must include a list of all policies that fall under the Excess/Umbrella Insurance. As proof of insurance, County has the right to request copies of insurance policies and endorsements relating to the insurance requirements in the Subcontract.

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

15. **Insurance Requirement Review**. Contractor agrees to periodic review of insurance requirements by County under this Subcontract and to provide updated requirements as mutually agreed upon by Contractor and County.

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

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EXHIBIT E

Privacy and Security Agreement

1. PURPOSE OF THIS EXHIBIT.

1.1. The terms and conditions of this Exhibit E, "Privacy and Security Agreement" (PSA) govern County's use of Data, and County's Access to State of Oregon Information Assets and Systems.

1.2. County needs the Access described in Exhibit E-1, Third Party Information System Access Request(s) (MSC 0785), hereby incorporated into this PSA by reference, to perform the services described in the Agreement.

2. DEFINITIONS. The following capitalized terms have the following meanings, and apply to the Access granted County under the Agreement:

2.1. "Access" means the ability or the means necessary to read, communicate, or otherwise use State of Oregon Data, Network and Information Systems, and Information Assets.

2.2. "Breach" means the acquisition, access, exposure, use, disclosure, of an Information Asset (such as Data) in a manner not in compliance with applicable law, rule, or policy, or data loss, misuse, or compromise.

2.3. "Client Records" includes any client, applicant, or participant information regardless of the media or source, exchanged between the parties.

2.4. "Data" means information created, transmitted, and stored pursuant to the Agreement, including metadata, personal information, and Client Records.

2.5. "Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of any Network and Information System or Information Asset. An Incident is an observable, measurable occurrence that is a deviation from expected operations or activities. An Incident may be a Breach, failure to protect a User's identification (ID), or theft of computer equipment that uses or stores Data.

2.6. "Individual Access Request (IAR)" refers to the ODHS/OHA form used to authorize a User, identify the User's job assignment, and the required access to Network and Information System(s). It generates a unique alpha/numeric code used to access State of Oregon Network and Information Systems.

2.7. "Information Asset(s)" refers to all information provided through ODHS and OHA, regardless of the source, which requires measures for security and privacy. Includes Data.

2.8. "Network and Information System(s)" or "Systems" means the State of Oregon's computer infrastructure which provides personal communications, Data, and Information Assets, regional, wide area, and local networks, and the internetworking of various types of networks.

2.9. "User" means any individual (authorized or unauthorized) who Accesses the Network and Information Systems or Information Assets through County's Access under this Agreement. Authorized Users each have an assigned unique log-on identifier.

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3. AMENDMENTS TO THIS PSA. Other than as allowed under this section, the parties may amend this PSA only via a written amendment executed in accordance with Section 21 of Exhibit B of the Agreement, and which identifies any amended terms of this PSA.

3.1. **Point of Contact Changes.** Each party will provide timely notification to the other of any change of its respective point(s) of contact, including any technical lead, and will name an interim or replacement person in any such notice. Exhibit E-1 will be deemed amended to include the updated information.

3.2. **Administrative Changes.** Either party may request other updates to Exhibit E-1 that are, in the sole discretion of ODHS/OHA's Information Security and Privacy Office, administrative in nature and do not modify the mode of Access or type of Data by submitting a written request to the other party. Upon written authorization of both parties and subsequent written approval by ODHS/OHA's Information Security and Privacy Office, Exhibit E-1 will be deemed amended to include the updated information.

4. NOTIFICATIONS.

4.1. **Points of Contact.** The parties have designated their respective points of contact in Exhibit E-1. The parties will facilitate direct communication between their points of contact. The parties will provide timely written notification to the other of any changes in point of contact information.

4.2. **Incident and Breach Notifications.** In the event County or its subcontractors or agents discover or are notified of an Incident or a Breach, including a failure to comply with County's confidentiality obligations, County shall notify the Agency point of contact, identified in Section 4 of Exhibit E-1 (or delegate) of the Incident or Breach immediately, and in no event more than 24 hours following discovery or notification. If State of Oregon determines that the Incident or Breach requires notification of State of Oregon clients, or other notification required by law, State of Oregon will have sole control over the notification content, timing, and method, subject to County's obligations under applicable law. Notwithstanding the foregoing, the parties acknowledge and agree that this section constitutes notice by County to ODHS of the ongoing existence and occurrence of security incidents that are "unsuccessful," such as "pings" on a firewall, and do not represent Incidents or Breaches.

4.3. **Requests for Data.** In the event County receives a third-party request for Data, including any electronic discovery, litigation hold, or discovery searches, County shall first give ODHS notice and provide such information as may be reasonably necessary to enable the State of Oregon to protect its interests.

5. GRANT OF LICENSE.

5.1. **State Systems and Data**. Subject to County's compliance with the Agreement and this PSA, County and its authorized Users are hereby granted a non-exclusive, non-transferable, and revocable authorization to access and use Network and Information Systems and Information Assets only in accordance with this Exhibit * and applicable laws, rules, and policies. County and its Users shall not participate in any unauthorized transfer or sale of, create derivative works of, or in any way exploit the Data made available through this Access.

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6. DATA PRIVACY. In addition to County's obligations under Exhibit A, Part 3, "Special Provisions", Section 1 regarding Confidentiality of Information:

6.1. Generally. County shall hold all Client Records and other information as to personal facts and circumstances obtained by County on ODHS clients as confidential, using the standard of care applicable to the Client Records, and shall not divulge any Client Records without the written consent of the client, the client's attorney, the responsible parent of a minor child, or the minor child's guardian except as required by other terms of this PSA, or applicable law. Disclosure of de-identified or aggregate information in summaries, statistical analyses, or on other forms may be agreed upon by the parties in a separate writing.

6.2. Limited Purposes. County shall limit the use or disclosure of Data concerning clients to persons directly connected with the Work and administration of the Agreement.

6.3. **Privacy Protections.** Data may include information, such as Client Records, subject to specific confidentiality protections under state or federal law. County shall comply with laws and regulations applicable to the information described in Exhibit E-1, including as specified in the Agreement.

6.4. **Training.** County's employees, subcontractors, and agents who will be granted Access have received training on the privacy and security obligations relating to the Access, including on Client Records. County shall provide periodic privacy and security training to its employees, subcontractors, and agents. This periodic training may include State of Oregon trainings available to third parties on security and use and disclosure of Data.

7. SECURITY REQUIREMENTS.

7.1. **Compliance with Laws, Regulations, and Policies.** County and its employees, contractors, and agents shall comply with all applicable state and federal laws and regulations, and State of Oregon policies governing use and disclosure of Data (including Client Records) and Access, including as those laws, regulations, and policies may be updated from time to time. Applicable laws, regulations, and policies include but are not limited to:

7.1.1. Oregon's Statewide Information and Cyber Security Standards: https://www.oregon.gov/das/OSCIO/Documents/2019StatewideInformationAndCyberSecurityStandardsV1.0.pdf

7.1.2. Oregon's Statewide Information Security Plan, https://www.oregon.gov/das/OSCIO/Documents/StatewideInformationSecurityPlan.pdf.

7.1.3. Oregon's Statewide Policies: https://www.oregon.gov/das/Pages/policies.aspx#IT.

7.1.4. ODHS and OHA Information Security and Privacy Policies: https://www.oregon.gov/oha/FOD/OIS-ISPO/Pages/Policies.aspx?

7.1.5. ODHS and OHA Privacy and Confidentiality administrative rules, OAR Chapter 407, Division 14, and OAR Chapter 943, Division 14.

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7.1.6. The Oregon Consumer Information Protection Act, ORS 646A.600 through 646A.628, to the extent applicable.

7.1.7. The Health Insurance Portability and Accountability Act (HIPAA), including as amended by the Health Information Technology for Economic and Clinical Health ("HITECH") Act, Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009, Public Law 111-5 ("ARRA"), and its implementing Privacy Rule and Security Rule, 45 CFR Parts 160 and 164.

7.2. **Responsible for Compliance.** County is responsible for the compliance of its employees, agents, and contractors with this PSA and with any third-party licenses to which Access is subject.

7.3. **Subcontractors.** Upon written request, County shall disclose its subcontractors acquiring Access under this PSA to the ODHS Program Requestor identified in Section 4 of Exhibit E-1 (or delegate).

7.4. **Privacy and Security Measures.** County represents and warrants it has established and will maintain privacy and security measures that meet or exceed the standards set in laws, rules, and regulations applicable to the safeguarding, security and privacy of all Information Assets, including Client Records, regardless of the media, and all Network and Information Systems. County shall monitor, periodically assess, and update its security controls and risk to ensure continued effectiveness of those controls.

7.5. **Security Risk Management Plan.** County shall ensure the level of security and privacy protection required in accordance with this PSA is documented in a security risk management plan. County shall make its security risk management plan available to ODHS for review upon request.

7.6. **Audit Rights and Access.** County shall maintain records in such a manner as to clearly document its compliance with and performance under this PSA, and provide ODHS, the Oregon Secretary of State, the federal government, and their duly authorized representatives, access to County's officers, agents, contractors, subcontractors, employees, facilities and records for ODHS to:

7.6.1. Determine County's compliance with this PSA,

7.6.2. Validate County's written security risk management plan, or

7.6.3. Gather or verify any additional information ODHS may require to meet any state or federal laws, rules, or orders regarding Data.

7.6.4. Access to facilities, systems, and records under this section will be granted following reasonable notice to County. Records include paper or electronic form, system security logs, and related system components and tools (including hardware and software), required to perform examinations and audits, and to make excerpts and transcripts, including for data forensics.

8. ACCESS TO ODHS SYSTEMS.

8.1. **Review of User Requests.** If required for Access, ODHS will timely review requests, including forms such as the IAR, and will:

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8.1.1. Notify County of the approval or denial of its request for each User for whom Access has been requested;

8.1.2. Provide any unique log-on identifier required for authorized individual Access;

8.1.3. Provide updates to approved inquiry processes and instructions to County.

8.2. **County's Responsibilities for User Accounts**. County will provide contact information to the ODHS Program Requestor identified in Section 4 of Exhibit E-1 (or delegate) for each person for whom Access is requested.

8.2.1. County is responsible for all activities that occur through its Access, including for any acts related to a lost or stolen User ID or password.

8.2.2. Except as otherwise specified or approved by ODHS, neither County nor its Users shall modify, alter, delete, or destroy any Information Asset.

8.2.3. County shall immediately notify ODHS when a User, group of Users, or County, no longer requires Access whether due to changes in duties or due to changes in County's programs related to this Agreement.

8.2.4. County is responsible for ensuring account information for its Users is accurate, complete, and up to date.

8.3. **Security.** County shall maintain security of equipment and hardware, and ensure the proper handling, storage and disposal of all State of Oregon Information Assets accessed, obtained, or reproduced by County and its Users to prevent inadvertent destruction or loss.

8.4. **Prevention of Unauthorized Access.** County shall employ privacy and security controls that meet or exceed the standards set in laws, rules, and regulations that are applicable to Access to prevent any Access to State of Oregon Network and Information Systems or Information Assets by its Users that is not authorized in accordance with this PSA and applicable law and shall implement and maintain such safeguards to prevent unauthorized Access.

8.5. **Access from Outside the US and its Territories.** Access to Systems from outside the United States and its territories is prohibited unless approved in advance in writing by the ODHS|OHA Chief Information Risk Officer (CIRO). If approved, County shall provide the ODHS Program Requestor identified in Section 4 of Exhibit E-1 with the IP addresses, or IP address range, to be used for Access. County shall immediately communicate to ODHS any changes to the provided IP addresses or IP range, or Access may be affected. Notwithstanding the foregoing, County shall not allow use of any Information Asset in any country or in any manner prohibited by governing applicable law, rule, or policy.

8.6. **Authorized Access and Use Only.** No User may Access or use State of Oregon Network and Information Systems or Information Assets for any purpose other than those specifically authorized under the Agreement and this PSA.

8.6.1. Users shall not use Access to obtain or attempt to obtain Access, or any Data or Information Assets not authorized or intentionally made available.

8.6.2. The use and disclosure of any Data is strictly limited to the minimum information necessary for the Work described in the Agreement.

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8.7. **Revocation or Termination of Access.** Breach, or wrongful use or disclosure of Data by County or its Users, may cause the immediate revocation of the Access granted though this PSA, in the sole discretion of ODHS, or ODHS may specify a reasonable opportunity for County to cure the unauthorized use or disclosure and end the violation, and terminate the Access if County does not do so within the time specified by ODHS. Legal actions also may be taken for violations of applicable regulations and laws.

8.8. **No Unauthorized Distribution.** County shall not sell, make available, or provide Information Assets in any form to any other persons or organizations, and shall not use the Data for any purposes other than as allowed under the Agreement, this PSA, and applicable law.

8.9. **No Impairment.** County shall not use this Access in any manner which could damage, disable, overburden, or impair Network and Information Systems, or interfere with any other entity's use or benefit of Network and Information Systems.

8.10. **Prohibition on Data Mining**. County shall not use any data-mining technology on Network and Information Systems or State of Oregon Data for any non-authorized activity. For purposes of this requirement, "non-authorized activity" means the data mining or processing of State of Oregon Data, stored or transmitted for unrelated commercial purposes, advertising or advertising-related purposes, or for any other purpose other than security analysis that is not explicitly authorized under this PSA.

8.11. **Incidents and Breaches.** County shall comply, and shall cause its subcontractors to comply, with any requirements for identifying and addressing an Incident or Breach. This requirement applies regardless of whether the Incident or Breach was accidental or otherwise.

9. SUSPENSION OR TERMINATION.

9.1. Access may be terminated at any time by written agreement of the parties.

9.2. Access may be terminated by either party upon 30 calendar days' written notice to the other party.

9.3. Access may be terminated immediately upon written notice from County if the Access is no longer needed by County.

9.4. ODHS may immediately revoke the Access granted County for County's failure to comply with the requirements of this PSA. In such event, ODHS will provide immediate written notice to County's point of contact. ODHS may, to the extent it determines it is reasonable and able to do so, provide advance written notice to County to cure any deficiency or breach under this PSA.

9.5. Either party may terminate Access, and ODHS may modify Access, upon written notice if there are changes to or revised interpretations of federal or state laws, rules, or regulations, or either party's policies that require such change.

10. RETURN OF INFORMATION ASSETS. Upon expiration or termination of the Agreement for any reason whatsoever, County shall comply with its obligations under this Agreement for return of property. In addition:

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10.1. **Disposal**. County shall ensure the proper handling, storage and disposal of all State of Oregon Information Assets accessed, obtained, or reproduced by County and its Users to prevent inadvertent destruction or loss. County shall ensure proper disposal of equipment and Information Assets when authorized use ends, consistent with County's record retention obligations and obligations regarding Data under the Agreement, including this PSA.

10.2. **Sanitization**. Except as necessary to meet its records maintenance and audit obligations under the Agreement and applicable law, County shall not retain any copies of State of Oregon Data following expiration or termination of the Agreement. County shall notify ODHS of any conditions that make returning all such Data not feasible. Upon ODHS' written acknowledgement that returning all Data is not feasible, County shall purge or destroy retained State of Oregon Data in all its forms in accordance with the most current version of NIST SP 800-88 (or other agreed-upon standard) and on request provide ODHS with written certification of sanitization.

10.3. **Protections**. County shall maintain protections required by law and the Agreement, including this PSA, for any retained State of Oregon Data for so long as County (including through any third party) retains it.

11. COSTS. Each party will bear its own costs related to the acquisition of all equipment, software, data lines or connections necessary for Access, unless otherwise agreed to by written agreement between the parties. Each party is responsible for securing compatible hardware, equipment, and software, and network connections.

12. SURVIVAL. The provisions of this PSA which by their nature survive expiration or termination of this Agreement do so survive. This PSA applies to any Access by County, its employees, agents, providers, and subcontractors following its termination.

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Exhibit E-1

Third Party Information System Access Request (MSC 0785)

Oregon Health Authority

SHARED SERVICES
Information Security and Privacy Office

DHS Oregon Department of Human Services

Third Party Information System Access Request

Reset form

An DHS or OHA program completes this form to request access for a third-party entity* (*organization or individual*) to data within an DHS or OHA information system or network.

**Please note that each entity only needs one form.*

ⓘ Hover over blue text for more information.

Request type (*required*):	Agreement number:
Change request (user please add agreement number)	180598

Section 1. Third party information

This section defines the third party needing access to DHS/OHA network and information system(s). A third party is any individual or entity that is not part of the DHS/OHA workforce. Workforce means employees, volunteers, trainees and other individuals whose DHS or OHA work is under that agency's direct control. This applies to paid and unpaid workforce members.

Third-party agreement administrator contact information

This individual signs the contracts for the third party. (This is NOT a DHS/OHA employee.)

Organization/entity name: Marion County Acting by and through its Health and Human Services Department	
Contact name (*first, last*):	Kristina Ballow
Position/title:	Contract Specialist
Work street address:	3180 Center St. NE
City, State, ZIP:	Salem, OR 97301
Phone:	503-588-5409
Email:	kballow@co.marion.or.us
Website address (*optional*):	

Additional contact for third party

*This individual will be the contact for setting up or terminating users for the third party. (This is **not** a DHS/OHA employee.)*

☒ Same contact information as above.

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Section 2. Governing contract details

A DHS/OHA employee fills out this section. If a governing contract applies, please complete all applicable fields, below.

Does a governing contract establish a need for access? ○ Yes ◉ No

Background checks

Please ensure all applicable required background checks are completed. DHS and OHA systems containing or accessing regulated data may require additional background check requirements beyond the pre-employment background checks. Regulated data sets requiring additional background checks include but are not limited to:

- Criminal Justice Information (CJI) in the Criminal Justice Information Services (CJIS) policy, 5.12.1 Personnel Security Policy and Procedures
- Federal tax information (FTI) as documented in Internal Revenue Service (IRS) Publication 1075, 5.1.1 Background Investigation Minimum Requirements.

Direct questions related to the background check process to BCU.Info@state.or.us or 503-378-5470 or 1-888-272-5545.

Section 3. Access description

Reason for access

Describe in detail the business need for access:

The need to be able to access the JOBS Outcome Indicator application, mainframe for password/access

Requested access start date: 7-1-25

Method of access

Check all methods the third party will use to access DHS/OHA information systems.

☐ DHS/OHA on-site — Will only use DHS/OHA supplied PC, laptop or workstation: ○ Yes ◉ No

☐ Remote access via VPN — Will only use DHS/OHA supplied PC, laptop or workstation: ○ Yes ◉ No

☒ Remote access via Citrix

☐ Access to folder on Secure File Transfer Protocol (SFTP) server

☐ Other (*explain below*): — Will only use DHS/OHA supplied PC, laptop or workstation: ○ Yes ○ No

Access and information flow will occur from:

DHS/OHA to third party (i.e., third party has access to DHS/OHA's information assets and systems)

Scope of access

List all system names the third party needs to access. (*This form authorizes access for the third-party organization as a whole. A partner number* [P#] *and a network login are needed to access the following information systems. The system-specific individual user access request forms must be used to request access for individual third-party employees using the system.*)

☒ **Email:** DHS/OHA email account authorized. This authorizes the third party to get DHS/OHA email accounts after receiving a completed individual user access request form for each individual.

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☐ **Network:** Network login authorized. This authorizes the third party to get DHS/OHA network login IDs after receiving a completed individual user access request form for each individual.

System 1

Name of system: DHR Mainframe

Type of access requested: View only (please describe):

Description of access:
DHR Mainframe access using a HWC ID permitted to user group access WFUJOBCN

Expiration date of access: 06/30/2026

Information type

Will information being shared or accessed be identifiable (*i.e., names, DOB, address, etc.*)?

◉ Yes ○ No

If yes, what protected information will be shared or accessed? (*Check all that apply.*)

- ☐ Protected health information (PHI)
- ☒ Personally identifiable information (PII)
- ☒ Financial information
- ☐ Federal tax information (FTI)
- ☐ Criminal justice information (CJI)
- ☐ Payment card information (PCI)
- ☐ Social Security Administration (*SSA data*)
- ☐ Other (*list below*):

Information owner review (*internal use only*)

Name of reviewer: Amanda Costa | Review date: 05/16/2025

Access determination:

Role or group assigned (*if applicable*):

Access is: Choose one

Reason for determination:

Add another system | **Remove** this system (*above*)

System 2

Name of system: JOBS Outcome Indicators (JOI)

Type of access requested: Read/write (please describe):

Description of access:
3rd party is a JOBS contractor and requires remote access to manage JOBS service referrals, and enter periodic observations.

Expiration date of access: 06/30/2026

Information type

Will information being shared or accessed be identifiable (*i.e., names, DOB, address, etc.*)?

◉ Yes ○ No

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If yes, what protected information will be shared or accessed? (*Check all that apply.*)	
☐ Protected health information (PHI)	☒ Personally identifiable information (PII)
☐ Financial information	☐ Federal tax information (FTI)
☐ Criminal justice information (CJI)	☐ Payment card information (PCI)
☐ Social Security Administration (*SSA data*)	
☐ Other (*list below*):	

Information owner review (*internal use only*)	
Name of reviewer: Dawn Myers	Review date: 03/20/2025
Access determination:	
Role or group assigned (*if applicable*):	
Access is: Choose one	
Reason for determination:	

Add another system | **Remove** this system (*above*)

Check all methods the third party will use to access DHS/OHA information systems.

Section 4. Program sponsor

The program sponsor is the DHS or OHA manager who sponsors the requested access. That person must monitor and ensure the third party complies with the terms and conditions of the access agreement. (*Note that the program sponsor is usually the contract administrator of the governing contract authorizing the access.*)

Verification of need to know:	
☒ As program sponsor, I certify that sections 1 through 3 of this form note the minimum necessary access. Date: 03/20/2025	
Name (*first, last*):	Dawn Myers
Position/title:	SSP Program Manager
Office:	District 3
Program:	SSP
District name:	District 3
Work street address:	4074 Winema Pl Bldg 53 #100
City, State, ZIP:	Salem OR 97303
Phone (*include ext.*):	503-884-2118
Email:	Dawn.MYERS@odhs.oregon.gov

Section 5. Program requestor

The program requestor is the DHS or OHA staff person who works with the third party on a day-to-day basis. That person requests the access agreement for the third party. The requestor can be the same person as the program sponsor or contract administrator. However, a program can list separate requestors/contract administrators. This will ensure all relevant parties receive contract communication and expiration notices.

☒ **Check this box and skip this section if the program requestor is also the program sponsor.**

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Submission

Click the submit button below to submit electronically, or email this completed form to the Information Exchange (InfoEx) Program within the Information Security and Privacy Office at DHSOHA.InfoEx@dhsoha.state.or.us. You can also email this address if you need more help.

Policy reference: https://apps.state.or.us/Forms/Served/de090-003.pdf

Submit by email

DHS/OHA Information Security and Privacy Office use only	
Date received: 06/02/2025	Date completed: 06/02/2025
Date approved by all information owners: 06/02/2025	Date executed: N/A
Notes: Updated third-party contact information.	
Completed by: Whitnie Leiss, Sr Information Exchange Analyst	

Docusign Envelope ID: 030038B3-8A9A-48E0-A22E-718B223607B2

MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: 7/23/2025

Department: Public Works

Title: On-Call Trail Development and Outreach Coordination Contract

Management Update/Work Session Date: 7/8/25 **Audio/Visual aids** ☐

Time Required: 10 mins **Contact:** Kevin Thompson **Phone:** 503-566-4158

Requested Action:

Approve Contract PW-6607-25 with Trail Keepers of Oregon in the not-to-exceed amount of $160,000.00 for recreational trail building and rehabilitation work within Marion County's park system.

Issue, Description & Background:

Within Marion County's (7) Canyon Parks, most of the trails, stairs and bridges were damaged or destroyed in the 2020 Beachie Creek wildfire. To repair and rebuilding this infrastructure in the most economical way possible, Public Works advertised a Request For Proposal (RFP) for on-call trail building and rehabilitation services and outreach coordination. The on-call nature of this contract allows flexibility to address specific projects as they developed and the associated funding is identified. As a way to engage and foster a sense of ownership from the public, this contract stipulates the use of volunteers in the rebuilding process.

Financial Impacts:

The contract not-to-exceed amount is $160,000.00. There is no assumption or guarantee of the amount that will actually be spent. Work will take place as projects are developed and funding sources are identified.

Impacts to Department & External Agencies:

The largest impacts will be felt in our canyon parks where the infrastructure was damaged or destroyed in the 2020 wildfire. Nearly 5 years after the fire, we still have parks that do not have safe access for visitors. Having an on-call contractor available to address projects in a timely manner will be a great step forward in restoring Marion County's wildfire-impacted parks.

List of attachments: Contract PW-6607-25

Presenter: Kevin Thompson

Department Head Signature: Brian Nicholas

Digitally signed by Brian Nicholas
Date: 2025.06.16 13:56:58 -07'00'

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Contract Review Sheet

Contract for Services **PW-6607-25**

Title: **On-call Trail Development and Outreach Coordination**

Contractor's Name: **Trailkeepers of Oregon**

Department: **Public Works Department** Contact: **Janet Wilson**

Analyst: **Kathleen George** Phone #: **(503) 566-4139**

Term - Date From: **Execution** Expires: **July 31, 2028**

Original Contract Amount: **$ 160,000.00** Previous Amendments Amount: **$ -**

Current Amendment: **$ -** New Contract Total: **$ 160,000.00** Amd% **0%**

Outgoing Funds ☐ Federal Funds ☐ Reinstatement ☐ Retroactive ☐ Amendment greater than 25%

Source Selection Method: **20-0260 Request for Proposal** RFP# **PW1598-25**

Description of Services or Grant Award

The purpose of this project is to rebuild and enhance the trail systems within the fire-damaged parks, as well as to enhance and create new trails in parks throughout the entire extent of the Marion County Park system in a way that anticipates how the public will recreate in the future while also building climate and environmentally resilient parks that future generations can enjoy.

This contract includes Trail Services: Trail Project Management Services, Volunteer Group Coordination Services, Trail Development and Design Services, Trail Establishment & Improvement.

Desired BOC Session Date:	**7/23/2025**	Contract should be in DocuSign by:	**7/2/2025**
Agenda Planning Date	**7/10/2025**	Printed packets due in Finance:	**7/8/2025**
Management Update	**7/8/2025**	BOC upload / Board Session email:	**7/9/2025**

BOC Session Presenter(s) **Kevin Thompson** Code: **Y**

REQUIRED APPROVALS

DocuSigned by: A3538E7AEC704F4...	6/27/2025	DocuSigned by: Janet Wilson 47A7013210F34EA...	6/30/2025
Finance - Contracts	Date	Contract Specialist	Date
Signed by: Scott Norris 00C98A0F706240B...	6/27/2025	DocuSigned by: Jan Fritz DC10351248DE4EC...	6/27/2025
Legal Counsel	Date	Chief Administrative Officer	Date

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MARION COUNTY
CONTRACT FOR SERVICES
PW-6607-25

This Contract is between Marion County (a political subdivision of the State of Oregon) hereinafter called County, and Trailkeepers of Oregon, an Oregon Nonprofit Organization hereinafter called Contractor.

RECITALS

WHEREAS, County issued Request for Proposal PW1598-25 for On-call Trail Development and Outreach Coordination on January 22, 2025.

WHEREAS, Trailkeepers of Oregon submitted a proposal in response to PW1598-25 on February 19, 2025, which was determined to be responsive and responsible.

WHEREAS, County evaluated and scored all proposal received and issued a Notice of Intent of Award to Trailkeepers of Oregon on April 4, 2025.

WHEREAS, County wishes to engage Contractor to provide the services set forth in Exhibit A.

Contractor agrees to perform, and County agrees to pay for, the services and deliverables described in Exhibit A (the "Work").

1. TERM

This Contract is effective on the date it has been signed by all parties and all required County approvals have been obtained. This Contract expires on **July 31, 2028.**

2. DOCUMENTS / ORDER OF PRECEDENCE

This Agreement consists of the following documents, each of which is attached and incorporated herein by reference:

A. This Agreement less exhibits

B. Exhibit A – Statement of Work

3. CONSIDERATION

A. The maximum, not-to-exceed compensation payable to Contractor under this Contract, which includes any allowable expenses, is **$160,000.00**. County will not pay Contractor any amount in excess of the not-to-exceed compensation of this Contract for completing the Work and will not pay for Work performed before the date this Contract becomes effective or after the termination of this Contract. If the maximum compensation is increased by amendment of this Contract, the amendment must be fully effective before Contractor performs Work subject to the amendment.

B. Interim payments to Contractor shall be made in accordance with the payment schedule and requirements in Exhibit A.

C. If specified below, county's payments to Contractor under this agreement will be paid in whole or in part with federal funds. If so specified, by signing this agreement, Contractor certifies neither it nor its

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employees, contractors, subcontractors or subgrantees who will perform the Project activities are currently employed by an agency or department of the federal government. If applicable, Contractor shall comply with Exhibit B: Appendix II to Part 200—Contract Provisions For Non-Federal Entity Contracts Under Federal Awards

In accordance with 2 CFR 200.331, Contractor has been designated:

☐ Subrecipient
☐ Contractor/Vendor
☒ Not applicable – (there are no federal funds tied to the contract)

4. COMPLIANCE WITH STATUTES AND RULES

A. County and Contractor agree to comply with the provisions of this Contract, its exhibits and attachments and all applicable federal, state, and local statutes and rules.
Unless otherwise specified, responsibility for all taxes, assessment, and any other charges imposed by law upon employers shall be the sole responsibility of Contractor. Failure of Contractor or County to comply with the provisions of this Contract and all applicable federal, state, and local statutes and rules shall be cause for termination of this Contract as specified in sections concerning recovery of funds and termination.

County's performance under this Contract is conditioned upon Contractor's compliance with the obligations intended for contractors under ORS 279B.220, 279B.225 (if applicable to this Contract), 279B.230, 279B.235 (if applicable to this Contract) and ORS 652, which are incorporated by reference herein.

B. Contractor must, throughout the duration of this Contract and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. For the purposes of this Section, "tax laws" includes all the provisions described in subsection 29. C. (i) through (iv) of this Contract.
Any violation of subsection B of this section shall constitute a material breach of this Contract. Further, any violation of Contractor's warranty, in subsection 29.C of this Contract, that Contractor has complied with the tax laws of this state and the applicable tax laws of any political subdivision of this state also shall constitute a material breach of this Contract. Any violation shall entitle County to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract, at law, or in equity, including but not limited to:

i. Termination of this Contract, in whole or in part;

ii. Exercise of the right of setoff, and withholding of amounts otherwise due and owing to Contractor, in an amount equal to State's setoff right, without penalty; and

iii. Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. County shall be entitled to recover any and all damages suffered as the result of Contractor's breach of this Contract, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing a replacement contractor.

C. These remedies are cumulative to the extent the remedies are not inconsistent, and County may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

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5. CIVIL RIGHTS, REHABILITATION ACT, AMERICANS WITH DISABILITIES ACT AND TITLE VI OF THE CIVIL RIGHTS ACT

Contractor agrees to comply with the Civil Rights Act of 1964, and 1991, Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973, and Title VI as implemented by 45 CFR 80 and 84 which states in part, No qualified person shall on the basis of disability, race, color, or national origin be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity which received or benefits from federal financial assistance.

6. TIME IS OF THE ESSENCE

Contractor agrees that time is of the essence in the performance of this Contract.

7. FORCE MAJEURE

Neither County nor Contractor shall be responsible for any failure to perform or for any delay in the performance of any obligation under this Contract caused by fire, riot, acts of God, terrorism, war, or any other cause which is beyond the breaching party's reasonable control. Contractor shall, however, make all reasonable efforts to remove or eliminate the cause of Contractor's delay or breach and shall, upon the cessation of the cause, continue performing under this Contract. County may terminate this Contract upon written notice to Contractor after reasonably determining that the delay or breach will likely prevent successful performance of this Contract.

8. FUNDING MODIFICATION

A. County may reduce or terminate this Contract when state or federal funds are reduced or eliminated by providing written notice to the respective parties.

B. In the event the Board of Commissioners of County reduces, changes, eliminates, or otherwise modifies the funding for any of the services identified, Contractor agrees to abide by any such decision including termination of service.

9. RECOVERY OF FUNDS

Expenditures of Contractor may be charged to this Contract only if they (1) are in payment of services performed under this Contract, (2) conform to applicable state and federal regulations and statutes, and (3) are in payment of an obligation incurred during the Contract period.

Any County funds spent for purposes not authorized by this Contract and payments by County in excess of authorized expenditures shall be deducted from future payments or refunded to County no later than thirty (30) days after notice of unauthorized expenditure or notice of excess payment.

Contractor shall be responsible to repay for prior contract period excess payments and un-recovered advanced payments provided by County. Repayment of prior period obligations shall be made to County in a manner agreed on.

10. ACCESS TO RECORDS

A. Contractor shall permit authorized representatives of County, State of Oregon, or the applicable audit agencies of the U.S. Government to review the records of Contractor as they relate to the Contract services in order to satisfy audit or program evaluation purposes deemed necessary by County and permitted by law.

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B. Contractor agrees to establish and maintain financial records, which indicate the number of hours of work provided, and other appropriate records pertinent to this Contract shall be retained for a minimum of three (3) years after the end of the Contract period. If there are unresolved audit questions at the end of the three-year period, the records must be maintained until the questions are resolved.

11. REPORTING REQUIREMENTS

Contractor shall provide County with periodic reports at the frequency and with the information prescribed by County. Further, at any time, County has the right to demand adequate assurances that the services provided by Contractor shall be in accordance with the Contract. Such assurances provided by Contractor shall be supported by documentation in Contractor's possession from third parties.

12. CONFIDENTIALITY OF RECORDS

A. Contractor shall not use, release, or disclose any information concerning any employee, client, applicant or person doing business with County for any purpose not directly connected with the administration of County's or Contractor's responsibilities under this Contract except upon written consent of County, and if applicable, the employee, client, applicant or person.

B. Contractor shall ensure that its agents, employees, officers, and subcontractors with access to County and Contractor records understand and comply with this confidential provision.

C. If Contractor receives or transmits protected health information, Contractor shall enter into a Business Associate Agreement with County, which shall become part of this Contract, if attached hereto.

D. Client records shall be kept confidential in accordance with ORS 179.505, OAR 309-014-0036(3), 45 CFR 205.50 and 42 CFR Part 2 as applicable.

13. INDEMNIFICATION AND INSURANCE

A. Contractor shall defend, save, indemnify, and hold harmless County, its officers, agents, and employees from and against all claims, suits, actions, losses, damages, liabilities, costs, and expenses of any nature whatsoever, including attorney fees, resulting from, arising out of, or relating to the activities of Contractor or its officers, employees, subcontractors, or agents under this Contract. Contractor shall have control of the defense and settlement of any claim that is subject to this section. However, neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of either County or any department of County, nor purport to act as legal representative of either County or any of its departments, without first receiving from County Legal Counsel authority to act as legal counsel for County, nor shall Contractor settle any claim on behalf of County without the approval of County Legal Counsel. County may, at its election and expense, assume its own defense and settlement.

B. Contractor shall obtain the insurance required under section 24 prior to performing under this Contract and shall maintain the required insurance throughout the duration of this Contract and all warranty periods.

C. County, pursuant to applicable provisions of ORS 30.260 to 30.300, maintains a self-insurance program that provides property damage and personal injury coverage.

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14. EARLY TERMINATION

This Contract may be terminated as follows:

A. County and Contractor, by mutual written agreement, may terminate this Contract at any time.

B. County in its sole discretion may terminate this Contract for any reason on 30 days written notice to Contractor.

C. Either County or Contractor may terminate this Contract in the event of a breach of the Contract by the other. Prior to such termination the party seeking termination shall give to the other party written notice of the breach and intent to terminate. If the party committing the breach has not entirely cured the breach within 15 days of the date of the notice, then the party giving the notice may terminate the Contract at any time thereafter by giving a written notice of termination.

D. Notwithstanding section 14C, County may terminate this Contract immediately by written notice to Contractor upon denial, suspension, revocation, or non-renewal of any license, permit or certificate that Contractor must hold to provide services under this Contract.

15. PAYMENT ON EARLY TERMINATION

Upon termination pursuant to section 14, payment shall be made as follows:

A. If terminated under 14A or 14B for the convenience of County, County shall pay Contractor for Work performed prior to the termination date if such Work was performed in accordance with the Contract. County shall not be liable for direct, indirect, or consequential damages. Termination shall not result in a waiver of any other claim County may have against Contractor.

B. If terminated under 14C by Contractor due to a breach by County, then County shall pay Contractor for Work performed prior to the termination date if such Work was performed in accordance with the Contract.

C. If terminated under 14C or 14D by County due to a breach by Contractor, then County shall pay Contractor for Work performed prior to the termination date provided such Work was performed in accordance with the Contract less any setoff to which County is entitled.

16. INDEPENDENT CONTRACTOR

A. Contractor is a separate and independently established business, retains sole and absolute discretion over the manner and means of carrying out Contractor's activities and responsibilities for the purpose of implementing the provisions of this Contract, and maintains the appropriate license/certifications, if required under Oregon Law. This Contract shall not be construed as creating an agency, partnership, joint venture, employment relationship or any other relationship between the parties other than that of independent parties. The Contractor is acting as an "independent contractor" and is not an employee of County and accepts full responsibility for taxes or other obligations associated with payment for services under this Contract. As an "independent contractor", Contractor will not receive any benefits normally accruing to County employees unless required by applicable law. Furthermore, Contractor is free to contract with other parties for the duration of the Contract.

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B. SUBCONTRACTING/NONASSIGNMENT. No portion of the Contract may be contracted or assigned to any other individual, firm or entity without the express and prior approval of County.

17. GOVERNING LAW AND VENUE

This Contract shall be governed by the laws of the State of Oregon. Any action commenced in connection with this Contract shall be in the Circuit Court of Marion County. All rights and remedies of County shall be cumulative and may be exercised successively or concurrently. The foregoing is without limitation to or waiver of any other rights or remedies of County according to law.

18. OWNERSHIP AND USE OF DOCUMENTS

All documents, or other material submitted to County by Contractor shall become the sole and exclusive property of County. All material prepared by Contractor under this Contract may be subject to Oregon's Public Records Laws.

19. NO THIRD-PARTY BENEFICIARIES

A. County and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms.

B. Nothing in this Contract gives or provides any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name in this Contract and expressly described as intended beneficiaries of this Contract.

20. SUCCESSORS IN INTEREST

The provisions of this Contract shall be binding upon and inure to the benefit of the parties and their successors and approved assigns.

21. MERGER CLAUSE

This Contract and the attached exhibits constitute the entire agreement between the parties.

A. All understandings and agreements between the parties and representations by either party concerning this Contract are contained in this Contract.

B. No waiver, consent, modification or change in the terms of this Contract shall bind either party unless in writing signed by both parties.

C. Any written waiver, consent, modification, or change shall be effective only in the specific instance and for the specific purpose given.

22. WAIVER

The failure of any Party to enforce any provision of this Contract shall not constitute a waiver by that Party or any other provision. Waiver of any default under this Contract by any Party shall not be deemed to be a waiver of any subsequent default or a modification of the provisions of this Contract.

23. REMEDIES

In the event of breach of this Contract, the Parties shall have the following remedies:

A. If terminated under 14C by County due to a breach by Contractor, County may complete the Work either itself, by agreement with another contractor, or by a combination thereof. If the cost of

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completing the Work exceeds the remaining unpaid balance of the total compensation provided under this Contract, then Contractor shall pay to County the amount of the reasonable excess.

B. In addition to the remedies in sections 14 and 15 for a breach by Contractor, County also shall be entitled to any other equitable and legal remedies that are available.

C. If County breaches this Contract, Contractor's remedy shall be limited to termination of the Contract and receipt of Contract payments to which Contractor is entitled.

24. INSURANCE

A. REQUIRED INSURANCE. Contractor shall obtain at Contractor's expense the insurance specified in this section prior to performing under this Contract and shall maintain it in full force and at its own expense throughout the duration of this Contract and all warranty periods. Contractor shall obtain the following insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in Oregon and that are acceptable to County:

i. WORKERS COMPENSATION. All employers, including Contractor, 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). Contractor shall require and ensure that each of its subcontractors complies with these requirements.

ii. PROFESSIONAL LIABILITY. Covering any damages caused by an error, omission or any negligent acts related to the services to be provided under this Contract. Contractor shall provide proof of insurance of not less than the following amounts as determined by County:

☐ **Required by County** ☒ **Not required by County.**
☐ $1,000,000 Per occurrence limit for any single claimant; and
☐ $2,000,000 Per occurrence limit for multiple claimants
☐ Exclusion Approved by Risk Manager

iii. CYBER LIABILITY. Covering network security, breach of data, and coverage for regulatory fines and fees imposed against County due to failures in products and services provided under this Contract. Cyber Liability coverage must include errors, omissions, negligent acts, denial of service, media liability (including software copyright), dishonesty, fraudulent or criminal acts by a person or persons whether identified or not, intellectual property infringement, computer system attacks, unauthorized access and use of computer system, regulatory actions, and contractual liability.

☐ **Required by County** ☒ **Not required by County.**
☐ $2,000,000 Per occurrence limit for any single claimant; and
☐ $5,000,000 Per occurrence limit for multiple claimants
☐ Exclusion Approved by Information Technology Director and Risk Manager

iv. COMMERCIAL GENERAL LIABILITY. Covering bodily injury, death, and property damage in a form and with coverages that are satisfactory to County. This insurance shall include personal injury liability, products and completed operations. Coverage shall be written on an occurrence

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basis. Contractor shall provide proof of insurance of not less than the following amounts as determined by County:

☒ **Required by County** ☐ **Not required by County.**

Minimum Limits:

☒ $1,000,000 Per occurrence limit for any single claimant; and
☒ $2,000,000 Per occurrence limit for multiple claimants
☐ Exclusion Approved by Risk Manager
☐ $500,000 Per occurrence limit for any single claimant
☐ $1,000,000 Per occurrence limit for multiple claimant

v. AUTOMOBILE LIABILITY INSURANCE. Covering all owned, non-owned, or hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for "Commercial General Liability" and "Automobile Liability"). Contractor shall provide proof of insurance of not less than the following amounts as determined by County:

☒ **Required by County** ☐ **Not required by County.**

Minimum Limits:

☐ Oregon Financial Responsibility Law, ORS 806.060 ($25,000 property damage/$50,000 bodily injury $5,000 personal injury).
☒ $500,000 Per occurrence limit for any single claimant; and
☒ $1,000,000 Per occurrence limit for multiple claimants
☐ Exclusion Approved by Risk Manager

B. ADDITIONAL INSURED. The Commercial General Liability insurance required under this Contract shall include Marion County, its officers, employees, and agents as Additional Insureds but only with respect to Contractor's activities to be performed under this Contract. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

C. NOTICE OF CANCELLATION OR CHANGE. There shall be no cancellation, material change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without 30 days written notice from this Contractor or its insurer(s) to County. Any failure to comply with the reporting provisions of this clause shall constitute a material breach of Contract and shall be grounds for immediate termination of this Contract by County.

D. CERTIFICATE(S) OF INSURANCE. Contractor shall provide to County Certificate(s) of Insurance for all required insurance before delivering any Goods and performing any Services required under this Contract. The Certificate(s) must specify all entities and individuals who are endorsed on the policy as Additional Insured (or Loss Payees). Contractor shall pay for all deductibles, self-insured retention, and self-insurance, if any.

25. NOTICE

Except as otherwise expressly provided in this Contract, any communications between the parties hereto or notices to be given hereunder shall be given in writing, to Contractor or County at the address or email set forth below or to such other addresses or emails as either party may hereafter indicate in writing. Delivery may be by personal delivery, or mailing the same, postage prepaid.

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A. Any communication or notice by personal delivery shall be deemed delivered when actually given to the designated person or representative.

B. Any communication or notice mailed shall be deemed delivered five (5) days after mailing. Any notice under this Contract shall be mailed by first class postage delivered to:

To Contractor:	To County
Trailkeepers of Oregon	Contracts and Procurement Manager
Steve.Kruger@Trailkeepersoforegon.org	PO_Contracts@co.marion.or.us
PO Box 14814	555 Court Street NE, Suite 5232
Portland, OR, 97293	P.O. Box 14500
	Salem, Oregon 97309

26. SURVIVAL

All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in sections 3, 8, 9, 10, 11, 12, 13, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 26 and 27.

27. SEVERABILITY

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

28. AMENDMENTS

This agreement may be amended if mutually agreed to by both parties.

A. Anticipated Amendments
This is anticipated to be amended for the following reasons:

i. To add additional terms and add funds to cover those additional terms.

ii. To adjust the rate

B. Unanticipated Amendments
All other amendments for purposes not listed as Anticipated Amendments will be deemed Unanticipated Amendments.

29. CONTRACTOR'S REPRESENTATIONS AND WARRANTIES

Contractor represents and warrants to County that:

A. Contractor has the power and authority to enter into and perform this Contract.

B. This Contract, when executed and delivered, is a valid and binding obligation of Contractor, enforceable in accordance with its terms.

C. Contractor (to the best of Contractor's knowledge, after due inquiry), for a period of no fewer than six calendar years preceding the effective date of this Contract, faithfully has complied with:

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i. All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318;

ii. Any tax provisions imposed by a political subdivision of this state that applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any work performed by Contractor;

iii. Any tax provisions imposed by a political subdivision of this state that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor; and

iv. Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

D. Any Goods/Items/Equipment delivered to/granted to County under this Contract, and Contractor's Services rendered in the performance of Contractor's obligations under this Contract, shall be provided to County free and clear of any and all restrictions on or conditions of use, transfer, modification, or assignment, and shall be free and clear of any and all liens, claims, mortgages, security interests, liabilities, charges, and encumbrances of any kind.

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30. CERTIFICATIONS AND SIGNATURE. THIS CONTRACT MUST BE SIGNED BY AN AUTHORIZED REPRESENTATIVE OF CONTRACTOR

The undersigned certifies under penalty of perjury both individually and on behalf of Contractor is a duly authorized representative of Contractor, has been authorized by Contractor to make all representations, attestations, and certifications contained in this Contract and to execute this Contract on behalf of Contractor.

MARION COUNTY SIGNATURES
BOARD OF COMMISSIONERS:

Chair Date

Commissioner Date

Commissioner Date

Authorized Signature: DocuSigned by: Brian Nicholas 9793BA7ACD6D443... 6/27/2025
Department Director or designee Date

Authorized Signature: DocuSigned by: Jan Fritz DC16351248DE4EC... 6/27/2025
Chief Administrative Officer Date

Reviewed by Signature: Signed by: Scott Norris 60C98A6F708240B... 6/27/2025
Marion County Legal Counsel Date

Reviewed by Signature: DocuSigned by: A3538E7AEC704F4... 6/27/2025
Marion County Contracts & Procurement Date

TRAILKEEPERS OF OREGON SIGNATURE

Authorized Signature: _____
Date

Title: _____

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EXHIBIT A
STATEMENT OF WORK

1. STATEMENT OF SERVICES

Contractor shall perform Services as described below.

A. GENERAL INFORMATION.

Marion County's Parks system is comprised of 18 developed parks, ranging from small neighborhood parks to large natural areas. Seven of these parks were heavily damaged during the Beachie Creek fire event in September 2020. North Fork Park, Bear Creek Campground, and Salmon Falls Park on North Fork Road experienced severe winds and fire conditions that culminated in 80-100% tree loss as well as major damage to facilities and amenities. Minto, Packsaddle, Niagara, and Old Roger's Wayside Parks on Highway 22 also sustained significant damage and major tree loss due to fire conditions, severe wind, and subsequent emergency response activities. All these parks fall within the greater Santiam River canyon and are widely popular with the local and regional public who depend on these facilities for recreation and waterway access opportunities.

The purpose of this contracted on-call engagement is to, as funding and resources become available, rebuild and enhance the trail systems within the fire damaged parks, as well as to enhance and create new trails in parks throughout the entire extent of the Marion County Park system in a way that anticipates how the public will recreate in the future, while also building climate and environmentally resilient parks that future generations can enjoy. This vision will provide diverse recreational opportunities, expand the system to generate higher revenues, and create a sustainable parks program that benefits the region and visitors.

B. REQUIRED SERVICES, DELIVERABLES AND DELIVERY SCHEDULE.

i. **CONTRACTOR REQUIREMENTS:** Contractor shall, in coordination with, and at the request and approval of the County, perform the following tasks, including but not limited to, the following:

1. Task 1 – Trail Project Management
   a. Administration & Record Keeping
      (i) Provide material lists and cost estimates to the County Project Manager (CPM) for use in creating and approving individual project task orders.
      (ii) Prepare a Project schedule that includes all major components decided on between Contractor and County Parks staff.
      (iii) Prepare invoices and progress reports according to County requirements.

   b. Coordination
      (i) Coordinate with the CPM as the main point of contact for project coordination and management.
      (ii) Provide overall management, direction and coordination of staff and volunteers
      (iii) Attend all project development team meetings.
      (iv) Coordinate with CPM to provide regular project updates (weekly at minimum) and verify that the construction work is in conformance with approved plans.
      (v) Respond to questions, requests and general correspondence within 2 working days.

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2. Task 2 – Trail Development & Design Judgement
   a. Trail Design
      (i) Make design suggestions for the repair, replacement and new construction of trails, steps, stairs and foot bridges to meet US Forest Service and Marion County standards and/or best practices.
      (ii) Identify, flag, and GPS best locations for developing new park trails, while taking into account, including but not limited to soil type, slope, local hydrology, and usage type.
      (iii) Maintain GIS database of new trails and provide County with any associated shape (.shp) files.

3. Task 3 – Trail Establishment & Improvement
   a. Trail Construction
      (i) Provide materials lists and cost estimates for approved designs.
      (ii) With use of paid and volunteer labor repair, replace and construct park trail related infrastructure including but not limited to trails, steps, stairs, picnic pads and foot bridges.
      (iii) Verify that all materials furnished and placed on the Project comply with the approved specifications.
      (iv) Monitor construction activities during construction of each project and require compliance with the construction contract documents.

4. Task 4 – Volunteer Group Coordination
   a. Volunteer Group Coordination
      (i) Recruit and lead volunteer groups in the repair, replacement and construction of park trail related infrastructure including but not limited to, trails, steps, stairs, picnic pads and foot bridges.
      (ii) Coordinate with CPM and Marion County Legal to meet guidelines for volunteer events and set up required insurance and waivers.

ii. COUNTY REQUIREMENTS:

1. Provide a County Project Manager (CPM) as a single point of contact for Contractor.
2. Identify individual projects and coordinate with Contractor to create a project specific statement of work.
3. Review and approve material lists and cost estimates for issuance of task orders.
4. Issue task orders for approved projects.

C. SPECIAL REQUIREMENTS. Contractor shall be solely responsible for and shall have control over the means, methods, techniques, sequences, and procedures of performing the work, subject to the plans and specifications under this Contract and shall be solely responsible for the errors and omissions of its employees, subcontractors, and agents.
Contractor has the skill and knowledge possessed by well-informed members of its industry, trade or profession and Contractor will apply that skill and knowledge with care and diligence and perform Services in a timely, professional, and workmanlike manner in accordance with standards applicable to Contractor's industry, trade or profession.

KEY PERSONS. Contractor and County agree that each individual specified below is an individual whose special qualifications and involvement in Contractor's performance of Services form part of

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the basis of agreement between the parties for this Contract and is an individual through whom Contractor shall provide to County the expertise, experience, judgment, and personal attention required to perform Services ("Key Person"). Each of the following is a Key Person under this Contract:

Steve Kruger, Executive Director
Vito Perrone, Mt. Hood/Gorge Stewardship Manager and Saw Program Manager
Matthew Ruddy, Equity and Engagement Manager
Lindsay McIntosh-Tolle, Stewardship Manager
Josh Durham, West Cascades Stewardship Coordinator
Jonah Levine, Development Manager
Steven Moore, Office Manager

Neither Contractor nor any Key Person of Contractor shall delegate performance of Services that any Key Person is required to perform under this Contract to others without first obtaining County's written consent. Further, Contractor shall not, without first obtaining County's prior written consent, re-assign or transfer any Key Person to other duties or positions so that the Key Person is no longer available to provide County with that Key Person's expertise, experience, judgment, and personal attention. If Contractor requests County to approve a re-assignment or transfer of a Key Person, County shall have the right to interview, review the qualifications of, and approve or disapprove the proposed replacement(s) for the Key Person. Any individual County approves as a replacement for a Key Person is deemed a Key Person under this Contract.

2. COMPENSATION

The total amount available for payment to Contractor under Exhibit A, section 2.A and for authorized reimbursement to Contractor under Exhibit A, section 2.C is **$160,000.00.**

A. METHOD OF PAYMENT FOR SERVICES

County shall pay Contractor the amounts specified for each of the following deliverables Services that County has accepted:

1. Task1: County shall pay Contractor $64.04 per employee per hour for Trail Project Management services, and

2. Task 2: County shall pay Contractor $32.09 per employee per hour for Trail Development & Design services, and

3. Task 3: County shall pay Contractor $32.09 per employee/per for Trail Establishment & Improvement services, and

4. Task 4: County shall pay Contractor $41.62 per employee per hour for Volunteer Group Coordination services.

B. BASIS OF PAYMENT FOR SERVICES. Contractor shall invoice for services provided, including labor and all materials and supplies. Contractor shall provide details for staffing, materials and supplies, and mileage reimbursement.

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County shall pay Contractor monthly progress payments upon County's approval of Contractor's invoice submitted to County for Services and delivered Goods, but only after County has determined that Contractor has completed, and County has accepted the completed Services and County has accepted the delivered goods. County will pay Contractor within thirty (30) days of receipt of accepted invoice.

C. EXPENSE REIMBURSEMENT. County will reimburse Contractor for the following expenses incurred only when the expenses are essential to the discharge of, and within the course and scope of, Contractor's obligations under this Contract.

Mark up on Materials & Supplies –15%

Mileage – $0.70 per mile
Mileage charges begin 20 miles from contractor's yard

Total for Reimbursable Expenses. The total amount available to reimburse Contractor for expenses authorized for reimbursement under this Exhibit A, section 2.C is **$50,000**.

D. GENERAL PAYMENT PROVISIONS. Notwithstanding any other payment provision of this Contract, failure of Contractor to submit required reports when due, or failure to perform or document the performance of contracted services, may result in withholding of payments under this Contract. Such withholding of payment for cause shall begin thirty (30) days after written notice is given by County to Contractor, and shall continue until Contractor submits required reports, performs required services or establishes, to County's satisfaction, that such failure arose out of causes beyond the control, and without the fault or negligence of Contractor.

E. INVOICES. Contractor shall send all invoices to County's Contract Administrator at the address specified below or to any other address as County may indicate in writing to Contractor.

Marion County
Attn: Public Works Department
Attn: Kevin Thompson, Parks Program Supervisor
5155 Silverton Rd NE
Salem, OR 97305

Docusign Envelope ID: 771C26AF-7C6A-42CD-A321-C3DC7E9EDE2C

MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: 7/23/2025

Department: Public Works

Title: Amendment #5 to PW-5182-22 with Keller Associates, Inc. for the Brooks Drinking Water Project

Management Update/Work Session Date: 6/17/2025 **Audio/Visual aids** ☐

Time Required: 10 minutes **Contact:** Chris Einmo **Phone:** 503-566-4119

Requested Action:

Approve Amendment No. 5 to Standard Professional Services Agreement PW-5069-22 with Keller Associates, Inc. for the ARPA - Brooks-Hopmere Drinking Water Improvement Project, increasing the contract not-to-exceed value by $528,373, from $1,869,456 to $2,397,829.

Issue, Description & Background:

Marion County Public Works is in the process of delivering the Brooks Community Service District (BCSD) Municipal Water Improvement Project and has retained Keller Associates, Inc. to provide design, engineering, surveying, environmental and cultural resource studies, permitting, construction oversight and other professional services essential for delivery of the Project. This Amendment #5 to the existing consultant services agreement with Keller Associates, Inc. adds final engineering design services. In addition, due to in-house staffing limitations, Keller Associates, Inc. will provide initial construction phase engineering services to support Marion County including construction submittal review & processing, construction oversight and documentation to the contract.

Financial Impacts:

Amendment No.5 will increase the contract not-to-exceed value by $528,373, from $1,869,456 to $2,397,829. This is a budgeted expense in the current fiscal year utilizing ARPA funds.

Impacts to Department & External Agencies:

Approval of Amendment 5 will allow the work described above to proceed without delay, which is essential to achieve the ARPA expenditure deadline of December 31, 2026. This amendment does not result in impacts to other departments or external agencies.

List of attachments: Amendment 5 to Standard Professional Services Agreement PW-5182-22

Presenter: Chris Einmo, Senior Project Manager, Marion County Public Works

Department Head Signature: Brian Nicholas

Digitally signed by Brian Nicholas
Date: 2025.06.30 10:49:34 -07'00'

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Contract Review Sheet

A&E Standard Prof Svcs Agmnt **PW-5182-22 - Am5**

Title: **ARPA - Brooks-Hopmere Drinking Water Improvement and Wastewater Projects**

Contractor's Name: **Keller Associates, Inc.**

Department: **Public Works Department** Contact: **Alicia Jones**

Analyst: **Kathleen George** Phone #: **-4388**

Term - Date From: **Execution** Expires: **December 31, 2026**

Original Contract Amount: **$ 447,141.00** Previous Amendments Amount: **$ 1,422,315.00**

Current Amendment: **$ 528,373.00** New Contract Total: **$ 2,397,829.00** Amd% **436%**

Outgoing Funds ☑ Federal Funds ☐ Reinstatement ☐ Retroactive ☑ Amendment greater than 25%

Source Selection Method: **30-0220 Formal Selection A&E** **1215**

Description of Services or Grant Award

Expand and upgrade the wastewater conveyance and treatment system in the unincorporated city of Brooks. Work includes necessary upgrades to the existing BCSD wastewater treatment plant (lagoon) to accommodate a future traditional gravity-fed sewage collection system. The upgraded wastewater treatment plant will need to be sized to accommodate expanded volumes and sewage concentrations. Amendment 1 - Topographic Survey (increase of $96,420). Amendment 2 - Task 300.8 Community Well Evaluation (increase$17,264). Amendment 3 - Conduct preliminary engineering design (50%) for the Phase 1 distribution system and Brooks water campus, to include realignment of the existing water supply line, storage reservoir, booster pump station and related works, and additional expenditures for land acquisition support, and testing of candidate wells (water yield and water quality) for future Brooks water supply options (increase of $1,308,631). Amendment 4 - Annual update of professional service rates for 2025. No scope or cost related to this amendment.

Amendment 5 - Adds tasks 303 and 304 - final engineering design services and construction services (increase of $528,373).

Desired BOC Session Date: **7/23/2025** Contract should be in DocuSign by: **7/2/2025**

Agenda Planning Date **7/10/2025** Printed packets due in Finance: **7/8/2025**

Management Update **7/8/2025** BOC upload / Board Session email: **7/9/2025**

BOC Session Presenter(s) **Chris Einmo** Code: **Y**

REQUIRED APPROVALS

DocuSigned by: E4592AF8CAA542C... 7/7/2025
Finance - Contracts Date

Signed by: DA7EBDCC1E7B47D... 7/8/2025
Contract Specialist Date

Signed by: 60C90A6F700240B... 7/8/2025
Legal Counsel Date

DocuSigned by: DC16351240DE4EC... 7/8/2025
Chief Administrative Officer Date

Docusign Envelope ID: 771C26AF-7C6A-42CD-A321-C3DC7E9EDE2C

Marion County
OREGON

AMENDMENT 5 to PW-5182-22
the STANDARD PROFESSIONAL SERVICES CONTRACT
between
MARION COUNTY and KELLER ASSOCIATES, INC.

This is Amendment No. 5 to the Standard Professional Services Contract (as amended from time to time, the "Contract"), dated July 10, 2023, between Marion County, a political subdivision of the State of Oregon, hereafter called County or Owner, and Keller Associates, Inc., hereafter called Consultant.

The Contract is hereby amended as follows (new language is indicated by underlining and deleted language is indicated by ~~strikethrough~~):

DEFINITIONS

CM/GC: Slayden Constructors, Inc., acting as the Owner's Construction Manager/General Contractor under Marion County agreement PW-5864-24 as executed on April 12, 2024.

AGREEMENT

This Contract shall become effective on the date that the Contract is fully executed by the Parties and all required Marion County approvals have been obtained (the "Effective Date"). No Services shall be performed prior to the Effective Date. The Contract shall expire, unless otherwise terminated or extended, on **December 31, 2026.**

Generally, the Services to be performed by Consultant on the Project consist of the following (the "Services"):

> Professional engineering services for master planning, design and permitting of water and wastewater improvements within the Brooks Community Service District (BCSD).

Owner agrees to pay Consultant a sum not to exceed ~~**$1,869,456**~~ **$2,397,829** for Phase 1, 2, and 3 Services, which shall include all allowable expenses, more specifically described in **EXHIBIT A**, **Statement of Work**.

MARION COUNTY
STANDARD PROFESSIONAL SERVICES CONTRACT
EXHIBIT A - STATEMENT OF WORK

Owner and Consultant agree that the following Services shall be provided by Consultant. Additional services may be added by amendment.

PROJECT DESCRIPTION: The Project will upgrade the wastewater and potable water systems within the unincorporated city of Brooks.

The Project will plan, design, and permit improvements to the existing wastewater utility system of the Brooks Community Service District ("Subproject A"). The Project will include master planning and immediate recommended improvements.

The Project includes planning, design, and permit services for the expansion and upgrades to the domestic water and fire flow capacity of the existing system of the Brooks Community Service District ("Subproject B"). It is assumed that property will be acquired as needed for these improvements. The

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work will include installation of new water mains, service connections and fire hydrants currently served by the Brooks Community Service District. Additional work may include a domestic water well(s), water storage reservoir(s), and a booster pump station. Master planning will also involve assisting the County with coordination efforts to determine the feasibility of interconnection with adjacent water purveyors.

Tasks within this Statement of Services are organized as follows:

100-Level Tasks – General Engineering Services – Overall project management, administration and coordination of Consultant Services, meetings, communication, public engagement, land use, planning, financial consulting, general engineering, and related Services.
200-Level Tasks – Subproject A Services – Brooks-Hopmere Wastewater System – Engineering studies, design, permitting, property acquisition, bid support and construction administration.
300-Level Tasks – Subproject B Services – Brooks-Hopmere Water System – Engineering studies, design, permitting, bid support and construction administration.

Consultant may provide Services for some or all Project components according to the tasks described herein and as later amended. Consultant's role and the Services provided by Consultant for each Project phase may depend on the availability of Project funding.

PROJECT PHILOSOPHY: Consultant shall perform professional services for the Project to obtain the greatest long-term value for Marion County, and to result in the prudent expenditure of public funds within the constraints of the Project program, context, and budget. In pursuing these goals, Consultant, with Owner's assistance, shall:

a. Perform Services that are appropriate for the context of the Project and the nature of its function, both present and future.
b. Avoid aesthetic effects in the Project design that are disproportionate when compared to the additional benefit to the Project as a whole.
c. Help manage the Project, so design is completed on time and within budget.
d. Strive to reduce the construction cost of the Project while keeping in mind the affordability of the life-cycle costs.
e. At design progress meetings, apprise Owner concerning the economic impact of design decisions.
f. Document Project requirements and include requirements in the Construction Documents. Respond to Owner comments on Project requirement location.

Representatives of the Parties for this Contract and the Project are:

Consultant: **Peter Olsen, PE, Project Manager** Telephone: **503.364.2002**
Owner: **Chris Einmo, Project Manager** Telephone: **503.566.4119**

The Services Consultant shall perform for each phase of the Project are described below:

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PHASE 1 – GENERAL ENGINEERING SERVICES

100 – PROJECT MANAGEMENT

Task 100.1 – Project Management

Consultant Responsibilities:

100.1.1 **General Project Administration**. General project administration services include contract administration, monthly invoicing, maintaining project schedule, and internal project administration.

100.1.2 **Project Coordination**. Consultant may be requested to prepare progress reports or attend or lead project related coordination meetings with the Owner, Brooks Community Service District, or other state agencies.

100.1.3 **Presentations or attendance to Brooks Community Service District Board Meetings**. From time to time, Consultant will attend, by invite, the board meetings for the Brooks Community Service District Board. Consultant may present project updates to the board. Consultant will prepare presentation materials and/or handouts as directed.

100.1.4 **Presentations or attendance at County Board of Commissioners Meetings**. From time to time, Consultant will attend, by invite, meetings of the County Board of Commissioners. Consultant may present project updates to the Board. Consultant will prepare presentation materials and/or handouts as directed.

100.1.5 **Sub-consultant coordination and management**. Consultant will re-engage with sub-consultants and agencies (i.e., Oregon Department of Environmental Quality (DEQ), Oregon Health Authority (OHA), Oregon Water Resource Department (OWRD)) to appropriately summarize current status and update the plan for the three projects for events and information that may be new since the master plan was completed.

Owner Responsibilities:

- Administer project funding.
- Review deliverables in a reasonable time and provide feedback as needed to the Consultant.
- Attend and participate in County Board meetings.

Assumptions:

- Submit documents electronically, unless directed otherwise.
- Assumes an 18-month duration for general project administration.
- Task 100 includes up to 190 hours of project management services.

Deliverables:

- Monthly Invoices
- Monthly Progress Reports
- Meeting agenda and minutes
- Draft and Final presentation material

101 – PUBLIC OUTREACH AND LAND USE

Task 101.1 – Public Outreach and Land Use

Consultant Responsibilities:

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101.1.1 Project Management. Provide task-level project administration services, including task oversight, project accounting, monthly progress reports, scheduling, and internal task administration. This task includes the effort for Board communication for Sub-Consultant.

101.1.2 Community Engagement Strategy and Activities. At the outset of the project, Consultant will work with Owner staff to prepare, review, and refine a strategy for engaging key stakeholders in the process. These stakeholders are expected to include local property owners, business owners, and other interested parties, particularly those who may be partners in helping fund or implement a community water or wastewater system and/or who are currently served by the existing water system operated by the existing Brooks Community Service District (BCSD), as well as other large water users which may be contemplating development of a wastewater treatment system to serve operations at their site. The Community Engagement Strategy also will describe how we will inform and solicit opinions from the broader community, as needed, including residents, businesses, and property owners within and adjacent to the unincorporated community area. In general, engagement activities are expected to include:

- Use of the County's website to provide basic information about the project.
- Use of an interested parties mailing and/or email list to update stakeholders and interested group about our progress or opportunities for engagement.
- Regular email and phone communication with key stakeholders or partners.

101.1.3 Additional Stakeholder and Agency Coordination. Consultant will coordinate with other governmental agencies regarding system design and implementation issues. These agencies are expected to include the Oregon Department of Land Conservation and Development, the City of Salem, the Oregon Water Resources Department, the Oregon Department of Environmental Quality, the Oregon Health Authority, Marion County Health Services, and others as needed. Coordination with these agencies will be geared towards addressing specific issues related to regulatory requirements or other design or implementation issues.

101.1.4 Land Use Planning Assessment. To the extent that the feasibility studies have impacts on future land use regulations or developments that differ from what current regulations allow, Consultant will conduct needed research, agency coordination, and analysis needed to address these issues. Example issues may include barriers associated with extending facilities outside designated community boundaries, connection of water system to the City of Salem's water system, including how that alternative would relate Oregon Statewide Planning Goals and associated statutes and administrative rules, or other issues identified during the course of the study.

101.1.5 Final Reports and Presentation. Consultant will prepare and provide a consolidated set of final reports and recommendations associated with the community engagement and land use planning assessment.

Owner Responsibilities:

- Provide meeting space for project meetings. Provide advertising where required.
- Provide input and review of all draft and final deliverables.

Assumptions:

- Attendance at project meetings may be virtual.
- Assumes an 18-month duration for general project administration.
- These public outreach and land use services include up to 75 hours of Consultant services.

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102 – LAND ACQUISITION AND RELOCATION SERVICES

Task 102.1 – Project Management and Consultation

Consultant Responsibilities:

102.1.1 Project Management. Provide task-level project administration services including task oversight, project accounting, monthly progress reports, scheduling, and internal task administration.

102.1.2 Consultation. Provide general consulting services to guide and direct the land acquisition and relocation portion of the project. This task includes time and effort to guide and direct. More specific tasks will be added by amendment as the scope of services is more defined.

Owner Responsibilities:

- Provide meeting space for project meetings. Provide advertising where required.
- Provide input and review of all draft and final deliverables.

Assumptions:

- Attendance at project meetings may be virtual.
- Assumes an 8-month duration for general project administration.
- These land acquisition and relocation support services include up to 56 hours of staff time.

Task 102.2 – Property Acquisition

(Consultant may retain a subconsultant to perform this task, however, Consultant's retention of a subconsultant for performance of task does not relieve consultant of responsibility to perform this task.)

This task is for acquisition and personal property relocation services. Consultant's team will provide acquisition services for the water improvement project. The scope and fee proposal provided herein is for the acquisition of up to eight (8) files. Schedule is for 12 months from amendment execution.

Consultant shall conduct the property acquisition activities for all properties in accordance with the most current version of the following:

- Right of Way (ROW) Services Agreement specific to the Project
- "ODOT Right of Way Manual"
- "ODOT Guide to Appraising Real Property"
- "ODOT Right of Way & Rail/Utility Coordination Contractor Services Guide"
- ORS 35, with reference to the "Uniform Appraisal Standards for Federal Land Acquisitions"
- Federal Uniform Relocation Assistance and Real Property Acquisition Policy Act of 1970
- (Uniform Act), as amended

Consultant shall utilize all forms, spreadsheets, brochures and pamphlets referenced in the "ODOT Right of Way Manual" or as provided by Owner.

Consultant Responsibilities:

102.2.1 Project Management and Landowner Liaison. Consultant shall track status for parcel files to be acquired for the Owner and provide weekly updates to the Project team. Consultant Project Manager will perform quality control (QC) reviews of all deliverables prior to delivery.

102.2.2 Title Reports and Document Requests. Consultant shall prepare and assemble all title documents, including vesting deeds, necessary to accomplish acquisition of real property

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and/or ROW for each impacted property. Consultant shall obtain preliminary title reports for all permanent takes. Consultant shall review preliminary title reports for complete documentation of title vesting and notify Owner of any major title encumbrances.

102.2.3 Rights of Way Programming Estimate. Consultant shall prepare a ROW programming estimate for use by Owner to program funds for property acquisition. The programming estimate must include dollar amounts for the following items: Land & Improvements; Damages/Cost to Cure; Relocation; Demolition; Personnel & Administration; Legal & Contingencies and totals for all Items. The programming estimate must be submitted to the Owner for review.

Consultant shall revise and re-submit programming estimate, incorporating comments received from Owner.

102.2.4 Preliminary Activities/Donation Requests. Upon receipt of authorization to proceed with property acquisition, Consultant shall set up ROW parcel files and deliver a General Information Notice ("GIN"), acquisition and relocation brochures, and a copy of the applicable portion of the ROW Acquisition map marked Preliminary and showing the parcel(s) to be purchased to all owners and occupant(s) of affected properties. Consultant shall send GIN by certified mail with proof of delivery kept in the parcel file. Mailing and delivery of GIN must be included in the Report of Personal Interview

Consultant shall prepare and maintain a Report of Personal Interview for each file. The Report of Personal Interview must include proof of delivery of the GIN, date and place of contact, parties of interest contacted, a statement that brochures were delivered and explained, and record of other activities conducted during the Personal Interview.

102.2.5 Appraisal and Appraisal Review. Consultant shall use appraisers who are licensed or certified in the State of Oregon, competent in eminent domain appraising, and on ODOT's Qualified Appraisers List. Consultant shall provide the name(s) of the appraiser(s) to Owner prior to beginning work on this Task.

Up to eight (8) taking and damage appraisals will be obtained. Consultant shall provide one real estate appraisal for each property or properties which constitute the "larger parcel" as described in the ODOT Right of Way Manual from which an interest is to be acquired. If identification of the larger parcel is problematic, Consultant shall resolve the issue in consultation with the Owner and ODOT.

All real estate appraisals provided by Consultant shall be prepared using forms or formats of, or approved by, Owner.

Consultant shall require appraisers to provide no less than fifteen calendar day's written notice to owners of a planned appraisal inspection and shall provide the property owner or designated representative, if any, an invitation to accompany the appraiser on inspection of the property for appraisal purposes. This notice must be done as provided in the ROW manual section 5.140, Opportunity to Accompany, and documented in the parcel file; mailing and delivery of 15-Day Notice must be included in the appraiser Report of Personal Interview.

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Consultant shall perform independent desk reviews of appraisals. Consultant shall ensure that the same firm does not perform both the appraisals and the appraisal reviews. Consultant shall forward both appraisal and review to Owner for final approval.

Owner will establish just compensation for each property owner and will notify the Consultant.

Consultant shall continue documentation in the Report of Personal Interview for each file. The Report of Personal Interview must include proof of delivery of the written notice of appraisal inspection, date and place of contact, parties of interest contacted, a statement that brochures were delivered and explained, and record of other activities conducted during the appraisal.

102.2.6 Acquisition Services. All real property must be acquired in the name of Owner. Consultant shall conduct negotiations, on behalf of Owner, in good faith and in compliance with all federal and state laws and regulations. Consultant shall conduct negotiations for acquisition of real property based on appraisal review and in accordance with the ODOT ROW Manual and all applicable state and federal laws and regulations.

Consultant is responsible for making the offer subject to clearing title encumbrances identified on the preliminary title report. Fee owners' and contract purchasers' ownership interests must be cleared. When impacted by the taking, lessees' interests must also be cleared.

Consultant shall prepare and present to Owner draft Offer Packets. The terms of offer for each property must:

- Be made on Owner letterhead, and
- Include Owner contact information

In addition to the terms of offer document specified above, these Offer Packets must include, but are not limited to, acquisition and relocation brochures, offer-benefit letter, acquisition and relocation summary statements, copy of appraisal, map of acquisition, instruments of conveyance, and W-9 form. Each Offer Packet must contain all components necessary to fully compensate the property owner for rights taken and to convey adequate rights to Owner in order to clear the ROW for the Project.

Where practicable, Consultant shall make offers in person, especially where the acquisition involves either a major impact to the property or the displacement of persons occupying the property. If this is deemed not possible, Consultant shall send via certified mail. Proof of delivery must be documented in the Report of Personal Interview and file.

Consultant shall make reasonable efforts to acquire the real property expeditiously by negotiation. Consultant shall give property owners reasonable opportunity to consider the offer (statutorily 40 calendar days) and to present material as relevant to determining the value of the property. Consultant shall attempt to negotiate an approved administrative

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settlement, but shall not advance the time of condemnation, or defer negotiations or condemnation or the deposit of funds with the court, or take any other coercive action in order to induce an agreement on the price to be paid for the property (49 CFR 24.102(h)).

- IF the OFFER is ACCEPTED, Consultant shall present a Final Report Packet covering the acquisition of real property to the Owner for final approval, payment, conveyance of title and recording.
- IF a COUNTER OFFER is received, Consultant shall submit the proposed COUNTER OFFER (exceeding the estimate of just compensation) verbally to the Owner and if requested a justification letter and owner supplied supporting documentation to the Owner for approval. If accepted see above.
- If an acceptable agreement is not reached, Consultant shall prepare and submit a Recommendation for Condemnation.

Consultant shall maintain written Report of Personal Interview with property owners and tenants to document all verbal and written communication and events, such as: delivery of required notices, efforts to achieve amicable settlements, property owner's suggestions for changes in plans, and responses to property owner's counterproposals.

102.2.7 Relocation Services. If authorized, Personal Property Only relocations shall take place in a timely manner in accordance with regulatory notification time frames and terms, and are completed following the Uniform Act, State law (ORS 35.500-35.530), the ODOT Right-of-Way Manual. If authorized, Consultant shall assess eligibility for up to one (1) personal property only relocations.

Consultant shall use the forms, formats and brochures in relocation advisory assistance and the preparation of relocation studies, reports and claims available on ODOT's ROW Guidance webpage (https://www.oregon.gov/ODOT/ROW/Pages/ROW.aspx).

Consultant shall inform Owner as soon as schedule issues are known, if applicable.

Consultant shall, at a minimum, conduct the following relocation activities:

Consultant requirements under relocation include but are not limited to the following:

- Conduct occupant interviews, provide relocation advisory assistance and determine/present relocation benefits.
- Prepare relocation reports, moving agreements and claims using Owner forms/formats and submit to Owner for review, approval and payment.
- A Moving Agreement, pre-approved by Owner, must be on file prior to submission of relocation claims.
- Support and assist Owner with Relocation Appeals according to the Right-of-Way Manual
- Prepare and independently review for accuracy and compliance, relocation claims using Owner forms/formats, and submit claims to Owner for payment.
- Maintain Report of Personal Interview.

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102.2.8 Condemnation Process Assistance. After good faith effort has been made to acquire real property at Marion County's determination of just compensation, if settlement with the property owner(s) is NOT reached, Consultant shall:

- Provide information and clarification to Owner in support of mediation and condemnation proceedings, and assist property owner with any relocation according to the Consultant Services Guide.

Note: Owner will initiate condemnation proceedings if necessary.

For budgeting purposes, it is assumed that condemnation process assistance will be necessary on up to one (1) property.

102.2.9 ROW Certification. Consultant shall certify to Owner on the approved Certification form that:

- Owner has legal and physical possession of needed real property.
- Relocation assistance has been completed for all displaced persons and businesses and that all displaced residential occupants have relocated and have been offered decent, safe and sanitary housing.
- All acquisition of ROW and relocation activities have been completed in full compliance with the Uniform Relocation and Real Property Acquisition Policies Act of 1970 as currently amended as well as Oregon state laws, civil rights laws, and other applicable federal and state regulations and policies.

Deliverables:

- Electronic Monthly Invoices
- Weekly Project Updates with notes on contracts with landowners
- Up to eight (8) Preliminary Title Reports and Title Documents
- Clearance Documents from Lenders and/or Lessees
- 1 draft Programming Estimate for delivery electronically to Owner
- Up to eight (8) GINs, one (1) hard copy to each property owner and one (1) electronic copy each to Owner within 20 business days following Notice to Proceed (NTP) for the ROW acquisition phase.
- Provide proof of receipt for each GIN sent to each property owner and occupant(s) by sending Owner the return receipt card(s) or USPS tracking printout(s), and documenting delivery information in the Report of Personal Interview. NOTE: If proof of delivery is not received from USPS, verbal confirmation of receipt by the owner/tenant must be documented in the Report of Personal Interview.
- Appraisal and appraisal review documentation, as applicable, in electronic format for each file to Owner within 20 weeks of NTP for the ROW acquisition phase:
  - Appraisal report.
  - Specialty reports, if necessary, prior to incorporation in appraisal reports.
  - 15 Day Notice of Appraisal inspection sent to each property owner.
- Draft Offer Packet for review for each file to Owner
- Up to eight (8) Final Offer Packets sent certified mail or delivered in person for each file.
- Final Report Packet for each file for payment, conveyance of title and recording to Owner.
- Proposed counteroffers with justification information for review and approval to Owner. (if applicable)

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- Recommendation for Condemnation to Owner (if applicable)
- Report of Personal Interview to Owner.
- Submit Move Agreements and Estimates electronically to Owner for approval.
- Submit relocation claims electronically to Owner for payment.
- Submit Relocation Closing Reports to Owner.
- Final Offer letter to property owner(s), with a copy to Owner as stated in the NTP for this contingency task.
- ROW Certification form, one (1) electronic copy (email acceptable) to Owner no later than 12 weeks prior to completion of this task.

103 – FINANCIAL CONSULTING SERVICES

Task 103.1 – Water and Sewer SDCs

Consultant Responsibilities:

103.1.1 Kickoff.

- Project setup and monthly billing. Prepare accurate monthly bills that include a report of progress during the billing period.
- Data request. Prepare a written data request for information needed for the study.
- Kickoff meeting via video conference with appropriate staff the County to initiate the study.
- Data review and follow-up with County staff as needed to obtain additional data or resolve questions.

103.1.2 Technical Analysis for two SDCs.

- Calculate growth in demand. Based on data provided, quantify the current customer base and project customer growth for both utilities.
- Calculate reimbursement fee cost basis. Review data provided on existing water assets (including cost, funding source, and available capacity) and calculate the maximum defensible reimbursement fee cost basis for both utilities.
- Calculate improvement fee cost basis. Analyze the project list and growth allocations provided and determine the maximum defensible improvement fee cost basis for both utilities.
- Calculate schedule of SDCs. Make appropriate adjustments to the cost bases and calculate a schedule of water and wastewater SDCs.
- Video conference to review analysis. Facilitate a video conference with screen-sharing capability to review results of the technical analysis with County staff.

103.1.3 Communication.

- Draft memorandum. Prepare a draft memorandum that documents all findings and recommendations of the study and submit it to County for feedback.
- Final memorandum. Revise the draft memorandum based on feedback received from the County and deliver the final version.

Owner Responsibilities:

- Provide meeting space for project meetings. Provide advertising where required.
- Provide input and review of all draft and final deliverables.

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Assumptions:

- Attendance at project meetings may be virtual.
- Assumes an 8-month duration for general project administration.
- These land acquisition and relocation support services include up to 154 hours of Sub-consultant services and 34 hours of consulting services.

PHASE 2 – BROOKS-HOPMERE WASTEWATER IMPROVEMENT PROJECT

200 - BROOKS – HOPMERE WASTEWATER STUDY

Task 200.1 – Project Management

Consultant Responsibilities:

200.1.1. Project Management. Provide general project administration services including contract administration, project accounting, monthly progress reports, scheduling, and internal project administration.

200.1.2. Kickoff Meeting. Prepare for and attend a project kickoff meeting with the Owner. The purpose of this meeting will be to establish communication channels, review the overall project schedule including major milestones and meetings, review objectives of the study, discuss any missing data and published materials that will be made available by the Owner, and review process for deliverables including process for Owner review and approval. Previously established planning criteria will also be reviewed during the Kickoff Meeting. Representatives from the DEQ will be invited to the kickoff meeting.

Owner Responsibilities:

- Provide meeting space for project meetings. Provide advertising where required.
- Provide funding administration services, if any.

Assumptions:

- Project management budget assumes a planning schedule of up to 8 months.
- Monthly Board meeting attendance is covered in a separate task order.
- Should Owner request additional meetings or require an extended schedule, project management budget will be increased accordingly.
- Funding administration services and funding acquisition support is not included in this scope of work.

Task 200.2 – Data Acquisition & Facility Tours

Consultant Responsibilities:

200.2.1. Request for Information, Data Collection, and Review. This task was completed as a part of the previous project prior to pausing for a new solicitation. Additional information will be required throughout the study. Informal requests will be provided by the Consultant to the Owner as the need for additional information is identified. The new information will be processed, and any follow-up requests provided to the Owner if required.

200.2.2. Site Tour. Consultant will complete a site tour with Owner's operation staff of the treatment plant, to assess general conditions, interview Owner staff, and update notes on known and observed problems. This site tour is anticipated to take 2 hours. It is assumed

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that a new pump test will not be required and that data from the previous efforts is still valid.

Owner Responsibilities:

- Provide requested data within two weeks of request.
- Complete any field work and provide sampling/testing, if required.
- Provide access to facilities and records.
- Provide operations and maintenance staff for questions as needed.

Assumptions:

- No surveying or field work beyond the facility tours are included in this scope.
- The site tour is limited to visual observations and is not intended to be a comprehensive inspection. Consultant will not enter confined spaces. Structural and electrical engineering reviews are not included in the scope of work but could be completed as an additional service.
- Consultant shall be entitled to rely, without liability, on the accuracy and completeness of information provided by Owner, other agencies and stakeholders, and information from public records, without the need for independent verification.

Deliverables:

- Request(s) for Information

Task 200.3 – Project Planning

Consultant Responsibilities:

200.3.1. This task was completed as a part of the previous project prior to pausing for a new solicitation. It is assumed that the previously established planning criteria are still valid and will be used for the rest of the study, including the evaluations and recommendations. The technical memorandum, "Brooks-Hopmere Wastewater Feasibility Study Planning Criteria" (April 2022), documents the previous project's efforts. This information in this memorandum will be summarized and discussed during the project kickoff meeting.

200.3.2. **Draft Plan Section**. Incorporate the technical memorandum into the draft facility plan report.

Owner Responsibilities:

- Review the previously approved technical memorandum.
- Provide review and comments of this report section.

Assumptions:

- Planning criteria will not be substantially changed from the previously approved technical memorandum. Substantially changing planning criteria will result in rework which can be completed as an additional service.
- If required, environmental permitting and field work (i.e., wetland delineations/investigations, biological assessments, and cultural resource surveys) will be provided as an additional service.

Deliverables:

- Draft Project Planning Facility Plan Section.

Task 200.4 – Existing Facilities Evaluation

Consultant Responsibilities:

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200.4.1 **Base Map.** Update, if needed, previously created existing system base map, showing the location of key facilities, pipelines, and basin boundaries. Create a schematic process layout of the existing treatment plant showing major process components.

200.4.2 **History.** Document wastewater treatment plant history and system description to reflect the flow and water quality data, discharge monitoring records (DMRs), and current condition of plant equipment and facilities, and current operating practices.

200.4.3 **Wastewater System Management Classification, Operators, and License.** Provide a brief write-up of the system required licensing and current operator license information.

200.4.4 **Conditions Assessment.** Based on facility tour, information from Owner's staff, and available information, document existing physical conditions deficiencies. Collection system pipe information will be summarized by pipe material and age (if available). Review findings with Owner, and address Owner's comments prior to finalizing the technical memorandum.

200.4.5 **Evaluation.** Using plant data, compare actual treatment plant performance to expected performance.

200.4.6 **Draft Plan Section.** Prepare draft section write-up.

Owner Responsibilities:

- Provide review and input on draft study section.

Deliverables:

- Draft Existing Facilities Section.

Task 200.5 – Need for System Improvements

Consultant Responsibilities:

200.5.1 **Health, Sanitation, and Security.** Summarize concerns and relevant regulations or correspondence from/to state and federal agencies.

200.5.2 **Aging Infrastructure.** Incorporate summary findings of conditions assessment of assets and summarize available pipeline age/material information. Summarize the following:

- Unit performance issues, deficiencies, and useful life.
- Existing system reliability per DEQ and EPA guidelines.
- Ability to meet current and potential future effluent limits and other regulatory requirements.
- Approximate system-wide Infiltration and Inflow (I/I).

200.5.3 **Reasonable Growth**. Using the design flow and loading information, document the reasonable growth capacity that is necessary to meet needs during the planning period.

200.5.4 **Potential Expansion of Lineage Logistics Site.** Potential expansion of vacant portions of this site and resulting system impacts will be assessed at a high level.

200.5.5 **Draft Plan Section.** Prepare draft section write-up. Final document to have Owner's comments incorporated.

Owner Responsibilities:

- Provide review and input on draft study section.

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Deliverables:

- Draft section of report summarizing need for project.

Task 200.6 – Collection System Alternatives Evaluation

Consultant Responsibilities:

200.6.1 **Description of Alternatives.** Evaluate alternative improvements to correct existing and anticipated future deficiencies and meet the target planning criteria. These are anticipated to include conversion of the entire system to gravity or requiring new system connections to connect with a gravity system. Evaluate alternative pump manufacturers for existing STEP system connections and make recommendations on whether to stay with one allowable manufacturer or allow for multiple manufacturers for replacement or new construction. Additional refinement of pipeline alternatives is anticipated to occur in future predesign tasks associated with these projects. Benefits and drawbacks will be summarized for each alternative. A "no action" alternative will also be considered.

Alternatives will also consider the potential expansion of development at the Lineage Logistics Site and possible opportunities for a coordinated effort between Lineage and the Owner for development of a new wastewater system.

200.6.2 **Alternative Cost/Benefit Analysis.** Assist in comparing benefits, drawbacks, and costs of the two main alternatives. This will include life cycle cost analysis. Discuss non-monetary factors such as operations, maintenance, sustainability, and impacts on adjoining lands. Life-cycle costs will be provided that include capital cost, operations, and maintenance for a 30-year life cycle evaluation.

200.6.3 **Site Plan/Schematics.** Provide concept level plans (plan view only) showing the recommended alignments of the collection system pipelines and the approximate location of lift stations to service users within the planning area. Planning level rim and invert elevations will be shown with readily available data/mapping. Concept plan will reflect potential growth within the planning area in approximating pipeline depths and sizes.

200.6.4 **Environmental Impacts.** A summary of the preliminary environmental screening of the collection system alternatives will be developed. Improvement projects will address climate, land use, floodplain, wetlands, water quality, rivers, wild, cultural resources, flora, and fauna.

200.6.5 **Land Requirements.** Discuss the property needed for alternatives.

200.6.6 **Potential Construction Problems.** Discuss possible construction challenges for collection system alternatives.

200.6.7 **Sustainability Considerations.** Discuss potential water and energy efficiency and green infrastructure elements to be considered during design.

200.6.8 **Resiliency Plan.** Evaluate and make recommendations for improving existing system tank and pipe network to be resilient to emergency breaks, new connections, and construction phasing. Recommendations should include a list of potential projects/improvements to improve existing system resiliency (e.g., additional valves).

200.6.9 **Draft Plan Section.** Prepare draft collection system alternatives write-up. Final document to have Owner's comments incorporated.

200.6.10 **Review Meeting.** Consultant and Owner staff will meet to review the results of this task.

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Owner Responsibilities:

- Provide a review of the alternatives considered and input on selection criteria and ultimate selection of preferred alternative.
- Provide background information on Statewide Planning Goals and how they apply to this element of the project. Consultant will evaluate the consistency of alternatives with local and state land use planning requirements, including consistency with the Oregon Statewide Planning Goals and associated statutes and administrative rules. For example, Consultant will coordinate with local and state agency staff to determine if any of the options evaluated in this task would necessitate an exception to any Statewide Goals.
- Participate and provide facilities for the Consultant/Owner staff meeting.

Assumptions:

- The scope of this study does not include an Environmental Information Document or associated environmental investigations and fieldwork.
- The chosen alternatives will be prioritized based on need and benefit to the Owner to address existing and 20-year projected needs.
- Cost estimating will be AACE Class 5 (planning level cost estimates).
- Plan sheets, non-wastewater utilities, and easements/ROW information will not be shown on the site plan/schematics.

Deliverables:

- Consultant and Owner staff meeting agenda and minutes.
- Draft write-up for the collection system alternatives. Final document to have Owner's comments incorporated.

Task 200.7 – Treatment Plant Alternatives Evaluation

Consultant Responsibilities:

200.7.1 **Description.** Develop a list of treatment plant improvement alternatives that address improving effluent water quality, vulnerability, safety, and redundancy. The primary focus for the treatment plant alternatives will be to address the result of the collection system alternatives. Where improvements are not relatively straightforward, evaluate up to three pre-screened alternatives as agreed on by Consultant and Owner staff as part of Task 200.6, and which will service the collection system alternatives.

200.7.2 **Alternative Cost/Benefit Analysis.** Assist in comparing benefits, drawbacks, and costs of the two main alternatives. This will include life cycle cost analysis. Discuss non-monetary factors such as operations, maintenance, sustainability, and impacts to adjoining lands. Life-cycle costs will be provided that include capital cost, operations, and maintenance for a 20-year life cycle evaluation.

200.7.3 **Site Plan/Schematics.** Develop a master plan concept map or figures for selected alternatives.

200.7.4 **Environmental Impacts.** A summary of the preliminary environmental screening of the treatment system alternatives will be developed. Improvement projects will address climate, land use, floodplain, wetlands, water quality, rivers, wild, cultural resources, flora, and fauna.

200.7.5 **Land Requirements.** Discuss any property needed for alternatives.

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200.7.6 Potential Construction Problems. Discuss possible construction challenges for treatment system alternatives.

200.7.7 Sustainability Considerations. Discuss potential water and energy efficiency and green infrastructure elements to be considered during design.

200.7.8 Draft Plan Section. Prepare draft section write-up.

200.7.9 Review Meeting. Lead a meeting with Consultant and Owner staff to review treatment system alternatives. This meeting will be combined with the workshop for the collection system alternatives.

Owner Responsibilities:

- Provide review of the alternatives considered and input on selection criteria and ultimate selection of preferred alternative.
- Participate and provide facilities for the meeting.

Assumptions:

- The chosen alternatives will be prioritized after the analysis based on need and benefit to the Owner to address existing and 20-year projected needs.
- Cost estimating will be AACE Class 5 (planning level cost estimates).

Deliverables:

- Meeting agenda and minutes.
- Draft write-up for the treatment system alternatives. Final document to have Owner's comments incorporated.

Task 200.8 – Recommended Alternatives

Consultant Responsibilities:

200.8.1 Capital Improvement Plan (CIP).

- Summarize recommended improvements.
- Prepare planning level cost estimates for recommended improvements.
- Estimate the portion of each capital improvement project cost that is attributed to 20-year growth for System Development Charge (SDC) eligibility.

200.8.2 Preliminary Project Schedule. Summarize costs for 6-year, 10-year, and 20-year needs.

200.8.3 Permit Requirements. Discuss what permits may be needed for the recommended improvements.

200.8.4 Sustainability Considerations. Summarize how the priority improvement projects will enable the Owner to serve its customers and be able to operate and maintain the system. Discuss how the projects will accommodate green infrastructure and efficiencies.

200.8.5 Organization and Staffing Requirements. Summarize recommended staffing requirements as required for regulatory compliance or as reported by the Owner.

200.8.6 Review Meeting. Lead a meeting with the Consultant and Owner staff to review an overall summary of the alternatives and recommendations.

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200.8.7 Draft Plan Section. Prepare draft section write-up. Final document to have Owner's comments incorporated.

Owner Responsibilities:

- Provide review and input on recommended alternatives section.
- Participate and provide facilities for the meeting.

Assumptions:

- Evaluation of operational staffing levels is not included as part of this study but can be provided as an additional service.
- The scope excludes a detailed user rate analysis, including evaluation of individual rate structures, cost-of-service evaluations, and connection fee studies. These services can be provided as an additional service.
- The scope excludes financing options for the recommended projects.
- The Consultant's opinions of probable cost represent the Consultant's judgment as an experienced and qualified design professional. Since the Consultant has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Owner's and other Consultant's methods of determining prices, or over competitive bidding or market conditions, the Consultant does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable cost prepared by the contractor.

Deliverables:

- 6-, 10- and 20-year capital improvement plan (tabular format, organized by priority).
- An estimate of SDC eligibility for each capital improvement.
- Draft recommended alternatives section. Final document to have Owner's comments incorporated.

Task 200.9 – Draft and Final Wastewater Facilities Planning Study

Consultant Responsibilities:

200.9.1 Draft Facilities Planning Study. Compile draft write-ups for the various tasks into a wastewater-facilities planning study. An executive summary will be included as part of the plan. The executive summary will provide a high-level review of the important elements of the plan. Appendices will be created that include all pertinent supporting documentation.

200.9.2 Review Meeting. Lead a meeting with the Consultant and Owner staff to review the draft planning document.

200.9.3 Prepare Presentations for Open House. Prepare and present presentations on facilities planning study for up to two open house meetings. The meetings will be targeted to key local stakeholders, Owner staff, and other coordinating agency staff.

200.9.4 Prepare Presentation for County Board of Commissioners. Prepare and present presentation on facilities planning study for one Board meeting.

200.9.5 Address Owner Comments. Comments will be incorporated into a final document.

200.9.6 Finalize Facilities Planning Study. Address final Owner and County Board comments and submit for agency review.

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200.9.7 **Submit Draft to DEQ.** Submit the plan to Oregon DEQ and respond to comments from the DEQ. Effort for one round of review comments is budgeted.

200.9.8 **Address Agency Comments.**

200.9.9 **Prepare Final Study.**

200.9.10 **County Board of Commissioners Approval Meeting.** Prepare final study for acceptance by County Board of Commissioners (If needed).

Owner Responsibilities:

- Review and comment on the final draft plan in a timely manner.
- Pay agency review fees, if applicable.
- Participate and provide facilities for review meeting workshop. Provide public notice as required. Assist in addressing board comments.

Deliverables:

- An electronic copy (PDF format) of the Draft Master Plan Report.
- Two hard copies and one electronic copy (PDF format) of the Final Master Plan Report.
- Project meeting agendas and minutes.
- One presentation in PowerPoint and PDF format.

PHASE 3 – BROOKS-HOPMERE DRINKING WATER IMPROVEMENT PROJECT

300 - BROOKS – HOPMERE WATER STUDY

Task 300.1 – Project Management

Consultant Responsibilities:

300.1.1 **Project Management.** Provide general project administration services including contract administration, project accounting, monthly progress reports, scheduling, and internal project administration.

300.1.2 **Kickoff Meeting.** Prepare for and attend a project kickoff meeting with the Owner. The purpose of this meeting will be to establish communication channels, review the overall project schedule including major milestones and meetings, review objectives of the study, discuss any missing data and published materials that will be made available by the Owner, and review process for deliverables including process for Owner review and approval. Previously established planning criteria will also be reviewed during the Kickoff Meeting.

Owner Responsibilities:

- Provide meeting space for project meetings. Provide advertising where required.
- Provide funding administration services, if any.

Assumptions:

- Project management budget assumes a planning schedule of up to 8 months.
- Monthly Board meeting attendance is covered in a separate task order.
- Should Owner request additional meetings or require an extended schedule, project management budget will be increased accordingly.

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- Funding administration services and funding acquisition support is not included in this scope of work.

Task 300.2 – Data Acquisition & Facility Tours

Consultant Responsibilities:

300.2.1 **Request for Information, Data Collection, and Review.** This task was completed as a part of the previous project prior to pausing for a new solicitation. Additional information will be required throughout the study. Informal requests will be provided by the Consultant to the Owner as the need for additional information is identified. The new information will be processed, and any follow-up requests provided to the Owner if required.

300.2.2 **Site Tour.** Consultant will complete a site tour with Owner's operation staff of the existing well, to assess general conditions, interview Owner staff, and update notes on known and observed problems. This site tour is anticipated to take 2-hours. It is assumed that a new pump test will not be required and that data from the previous efforts is still valid.

Owner Responsibilities:

- Provide requested data within two weeks of request.
- Complete any field work and provide sampling/testing, if required.
- Provide access to facilities and records.
- Provide operations and maintenance staff for questions as needed.

Assumptions:

- No surveying or field work beyond the facility tours are included in this scope.
- The site tour is limited to visual observations and is not intended to be a comprehensive inspection. Consultant will not enter confined spaces. Structural and electrical engineering reviews are not included in the scope of work but could be completed as an additional service.
- Consultant shall be entitled to rely, without liability, on the accuracy and completeness of information provided by Owner, other agencies and stakeholders, and information from public records, without the need for independent verification.

Deliverables:

- Request(s) for Information

Task 300.3 – Project Planning

Consultant Responsibilities:

300.3.1 This task was completed as a part of the previous project prior to pausing for a new solicitation. It is assumed that the previously established planning criteria are still valid and will be used for the rest of the study, including the evaluations and recommendations. The technical memorandum, "Brooks-Hopmere Water Feasibility Study Planning Criteria" (April 2022), documents the previous project's efforts. This information in this memorandum will be summarized and discussed during the project kickoff meeting.

300.3.2 **Draft Plan Section.** Incorporate the technical memorandum into the draft facility plan report.

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Owner Responsibilities:

- Review the previously approved technical memorandum.
- Provide review and comments of this report section.

Assumptions:

- Planning criteria will not be substantially changed from the previously approved technical memorandum. Substantially changing planning criteria will result in rework which can be completed as an additional service.
- If required, environmental permitting and field work (i.e., wetland delineations/investigations, biological assessments, and cultural resource surveys) will be provided as an additional service.

Deliverables:

- Draft Project Planning Facility Plan Section.

Task 300.4 – Existing Facilities Evaluation

Consultant Responsibilities:

300.4.1 **Base Map.** Update, if needed, previously created existing system base map, showing the location of key facilities and pipelines.

300.4.2 **History.** Document water treatment plant history and system description to reflect the demands, recent OHA reports, and current condition of well facility, and current operating practices.

300.4.3 **Water System Management Classification, Operators, and License.** Provide a brief write-up of the system required licensing and current operator license information.

300.4.4 **Conditions Assessment.** Based on facility tour, information from Owner's staff, and available information, document existing physical conditions deficiencies. Distribution system pipe information will be summarized by pipe material and age (if available). Review findings with Owner, and address Owner's comments prior to finalizing the technical memorandum.

300.4.5 **Draft Plan Section.** Prepare draft section write-up.

Owner Responsibilities:

- Provide review and input on draft study section.

Deliverables:

- Draft Existing Facilities Section.

Task 300.5 – Need for System Improvements

Consultant Responsibilities:

300.5.1 **Health, Sanitation, and Security.** Summarize concerns and relevant regulations from state and federal agencies.

300.5.2 **Existing System.** Summarize existing system conditions assessment of assets and summarize existing pipeline age/material information.

300.5.3 **Reasonable Growth.** Discuss and document growth capacity to meet needs during planning period. Facilities proposed to be constructed to meet future growth needs will be summarized in a separate task.

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300.5.4 Compliance with State and Federal Regulations. Summarize existing deficiencies with state and federal regulations. Also summarize deficiencies in meeting established planning criteria.

300.5.5 Draft Plan Section. Prepare draft section write-up. Final document to have Owner's comments incorporated.

Owner Responsibilities:

- Provide review and input on draft study section.

Deliverables:

- Draft section of report summarizing need for project.

Task 300.6 – Storage Alternatives Evaluation

Consultant Responsibilities:

300.6.1 Water Storage Evaluation. Estimate current and future operational, peaking, emergency, and fire storage needs based on planning criteria. Consider delivery capacities of pumping facilities and control valves in identifying potential storage and delivery deficiencies within individual pressure zones.

300.6.2 Evaluation of Storage Alternatives. Consultant will evaluate up to two storage alternatives for a future community system.

300.6.3 Land Requirements. Discuss property needed for alternatives.

300.6.4 Cost/Benefits Analysis. Compare benefits, drawbacks, and costs of alternative.

300.6.5 Draft Plan Section. Prepare draft section writeup. Final document to have Consultant's and Owner's comments incorporated.

Owner Responsibilities:

- Provide review and input on draft study section.

Assumptions

- The scope of this study does not include an Environmental Information Document or associated environmental investigations and field work.
- The results of this evaluation will be discussed at the review meeting under Task 200.9.
- Operating and peaking storage needs for the community will be completed using assumed peaking factors.

Deliverables:

- Draft storage alternatives section.

Task 300.7 – Distribution System Recommendations

Consultant Responsibilities:

300.7.1 Proposed Distribution System.

i) Description of distribution mains needed for service area.

ii) Water Model Development. Use existing base mapping, record drawings, water demand projections, and assumptions about water system needs to develop a system model.

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iii) Exercise computer model to develop system with pressures between 40 PSI and 80 PSI. Evaluate system against fire flow planning criteria. Evaluate system head losses and pipe velocities to avoid potential transmission bottlenecks.

300.7.2 **Site Plan/Schematics.** Provide concept level plans (plan view only) showing the recommended alignments of the distribution pipelines within the planning area.

300.7.3 **Cost Estimate.** Provide a cost estimate for the potential distribution system layout.

300.7.4 **Draft Plan Section.** Prepare draft section write-up. Final document to have Consultant's and Owner's comments incorporated.

Owner Responsibilities:

- Provide review and input on draft study section.

Assumptions

- The scope of this study does not include an Environmental Information Document or associated environmental investigations and field work.
- The scope of this study does not include a boundary or topographic survey for the study area, nor does it include a survey of the existing utility locations. Distribution system will be approximated based on the best information or assumptions made at the time the task is performed.
- The results of this evaluation will be discussed at the review meeting under Task 200.9.
- Plan sheets, valve and hydrant locations, non-water utilities, and easements/ROW information will not be shown on the site plan/schematics.

Deliverables:

- Draft study section.

Task 300.8 – Source Alternative Evaluation: Community Well Evaluation

Consultant Responsibilities:

300.8.1 Identify and Summarize the Path Forward for a Community Well System incorporating "Groundwater Source Feasibility Study" (GSI, April 2022)

300.8.2 **Cost/Benefits Analysis.** Develop planning-level cost estimates for land acquisition, well pump, mechanical, electrical, wellhouse, site preparation, treatment system, or any other related infrastructure elements (connection to a water distribution system). Compare benefits, drawbacks, and costs of alternative including operational and staffing level impacts.

300.8.3 **Draft Plan Section.** Prepare draft section writeup. Final document to have Consultant's and Owner's comments incorporated.

300.8.4 Water Right Alternatives

- Identify road map for permitting and fatal flaws for developing permit and/or water right transfer, including evaluation of existing water use of Oregon Potato wells (i.e., determine consumptive water use). Incorporate additional information from BHC regarding potential water rights acquisition from Oregon Potato or others.
- Evaluate potential pumping interference conditions from candidate well sites.
- Develop New Groundwater Permit
    - Pre-application meeting with OWRD
    - Develop and submit a new groundwater application for municipal use.

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300.8.5 Source Alternatives Evaluation

- New Well
  - Support the evaluation and selection of candidate well sites (starting with areas previously identified as lower risk of potential water rights and/or setback constraints).
  - Evaluate OWRD/OHA well setback requirements for candidate wells.
  - Prioritize candidates well sites based on potential constraints to water rights, setbacks, and groundwater quality.
  - Develop planning-level cost estimates for land acquisition, well pump, mechanical, electrical, wellhouse, site preparation, treatment system, or any other related infrastructure elements (connection to a water distribution system).
- Irrigation to Municipal Well Conversion (Oregon Potato Wells)
  - Prior study identified that 6 of the 8 Oregon Potato irrigation wells meet construction standards for a municipal supply well.
  - Engage with OHA/OWRD to determine if there are potential impediments to converting these wells from irrigation/industrial to potable use sources from a construction basis.
  - Evaluate OWRD/OHA well setback requirements for candidate wells.
  - Desktop evaluation of well conditions, sanitary conditions, available water quality and pumping data and potential use of candidate wells.
  - Develop cost estimates for bringing well(s) online as new municipal sources.
  - Develop scope and cost estimates to perform additional well performance testing and water quality sampling in candidate Oregon Potato wells.
- Connection to Chemeketa Community College Well

  Evaluate groundwater quality of the existing source. General work items related to the completion of this task may include:
  - Coordinate with Owner to verify Safe Drinking Water Act (SDWA) constituents for groundwater sampling event.
  - Develop cost estimate and bottle order for water quality samples with water quality laboratory.
  - Field preparation for water quality sampling event, including calibration field water quality measurement equipment (YSI meter, turbidimeter, low-flow cell, etc.).
  - Perform a site visit to the well site to collect a water sample set.
  - Laboratory analysis of SDWA constituents, general geochemical parameters (e.g., common ions), and polyfluoroalkyl substances (PFAS).
  - Project administration, management, invoicing and client conversations.
- Interconnection with City of Salem.
  - Desktop evaluation and description of water right considerations related to receiving water from City of Salem as wholesale customer.

Owner Responsibilities:

- Provide review and input on draft study section.
- Identify alternatives related to acquisition of water right via transfer (e.g., portion of Oregon Potato water rights)

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Assumptions

- The Consultant will pay all OWRD fees and costs associated with the groundwater permit application fees and review, including through OWRD's reimbursement authority as needed, reimbursable by the Owner. Estimated OWRD fees for the application and review are $3820.
- Source evaluations do not include a new surface water supply or advanced groundwater treatment to remove regulated constituents of concern.
- The scope of this study does not include an Environmental Information Document or associated environmental investigations and field work.
- The results of this evaluation will be discussed at the review meeting under Task 200.9.
- County will procure all site access agreements with the land/well owner of Chemeketa Community College Well prior to any water quality sampling of the well. County will notify Consultant in writing with permission to perform sampling of the well.
- Consultant will conduct one site visit to Chemeketa Community College to collect a water quality sample.
- The Chemeketa Community College well owner will operate the well for the sampling event.
- If during the course of the sampling event, Consultant attempts to measure and record water levels, there is potential for water level probes to become stuck, damaged, or lost in the well during the course of the water level measurement. It is rare (and never in our experience) that this interferes with well operation (i.e., probe tips commonly become stuck above the pump intake between the casing and the pump column or between electrical cables). Because Consultant is undertaking this work on the County's behalf, Consultant is not responsible for replacement of lost/damaged equipment or removal of probes from wells should that become necessary. Consultant will take all appropriate care in collecting the measurements and will inform Keller and/or the County if such an issue should arise.
- The fee estimate does not include any analysis or review of water quality results by Consultant. If requested, Consultant can provide email summaries of the water quality analysis work performed for this task for an additional fee.

Deliverables:

- Draft community well evaluation section.

Task 300.9 – Source Alternative Evaluation: Connection to Neighboring System

Consultant Responsibilities:

300.9.1 **Meetings with City of Salem on Viability of Alternative.** Owner and Consultant to meet with the elected and/or staff representatives of the City of Salem for up to two (2) times to discuss the potential for supplying water to the Brooks-Hopmere Community. The purpose of the meetings will be to understand the political, planning, public works, potential connection fees, delivery constraints, and engineering feasibility of this alternative.

300.9.2 **Summarize Capacity of Neighboring Systems.** Consultant will use publicly available water data (such as water master plans) and data that the neighboring city provides. This summary will include a summary of the neighboring system's disinfection process, or lack thereof, and summarize the impact this may have on the Brooks-Hopmere system.

300.9.3 **Cost/Benefits Analysis.** Compare benefits, drawbacks, and costs of alternative including operational and staffing level impacts.

300.9.4 **Review Meetings.** Lead one meeting with the Consultant and Owner staff to review an overall summary of the results of Tasks 300.5, 300.6, 300.7, and 300.8 (in addition to the

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meetings with the City of Salem described above). Lead up to two other review meetings with the Board of Commissioners, County staff, and/or regulatory staff.

300.9.5 Draft Plan Section. Prepare draft section writeup. Final document to have Consultant's and Owner's comments incorporated.

Owner Responsibilities:

- Support in coordination with the City of Salem.
- Provide review and input on draft study section.

Assumptions

- Task 101 will identify and summarize the path forward in the context of statewide planning goals.
- Task 101 will provide background information on Statewide Planning Goals and how they apply to this project. Task 101 will evaluate the consistency of this option with local and state land use planning requirements, including consistency with the Oregon Statewide Planning Goals and associated statutes and administrative rules. For example, Consultant will coordinate with local and state agency staff to determine if this option would necessitate an exception to any Statewide Goals. Based on the outcome of this assessment, Consultant will advise on path moving forward in the context of Statewide Planning Goals.
- Evaluation of the neighboring systems (including hydraulic modeling) is not included in this scope of work.
- The scope of this study does not include an Environmental Information Document or associated environmental investigations and field work.
- Evaluation of operational staffing levels is not included as part of this study but can be provided as an additional service.
- The scope excludes a detailed user rate analysis, including evaluation of individual rate structures, cost-of-service evaluations, and connection fee studies. These services can be provided as an additional service.
- The scope excludes financing options for the recommended projects.

Deliverables:

- Draft connection to neighboring system section.

Task 300.10 – Recommendations

Consultant Responsibilities:

300.10.1 Summary of Recommended Alternatives. Summarize recommended improvements with planning level cost estimates for recommended improvements.

300.10.2 Roadmap for Next Steps. Provide next steps to achieving the recommended alternative. This will include tentative timelines associated with the steps.

300.10.3 Review Meeting. Lead one meeting with Owner staff to review an overall summary of the recommended alternatives, selected improvements, and budget implications.

300.10.4 Draft Plan Section. Prepare draft section writeup. Final document to have Consultant's and Owner's comments incorporated.

Owner Responsibilities:

- Provide review and input on draft study section.

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Deliverables:

- Draft recommendations section.

Task 300.11 – Draft and Final Water Study

Consultant Responsibilities:

300.11.1 Draft Study. Compile study sections from each task into one report. Include an executive summary that will provide a high-level review of important elements of the study. Include appendices for supporting documentation.

300.11.2 Review Meeting. Lead one meeting with the Consultant and Owner staff to review draft study.

300.11.3 Prepare Presentations for Open House. Prepare and present presentations on study for up to two open house meetings. The meetings will be targeted for key local stakeholders, Owner staff, and other coordinating agency staff.

300.11.4 Prepare Presentation for County Board of Commissioners. Prepare and present presentation on feasibility study for one Board meeting.

300.11.5 Address Review Comments. Comments will be incorporated into the final document.

300.11.6 Prepare Final Study.

300.11.7 County Board of Commissioners Approval Meeting. Prepare final study for acceptance by County Board of Commissioners (if needed).

Owner Responsibilities:

- Organize project meetings with stakeholders.
- Provide meeting space for all project meetings.

Assumptions

- Submission of the study to Oregon Health Authority is not included in this scope.

Deliverables:

- An electronic copy (PDF format) of the Draft Water Study.
- Two hard copies and one electronic copy (PDF format) of the Final Water Study.
- Open House presentation in PowerPoint and PDF format.
- County Board of Commissioner's presentation in PowerPoint and PDF format.

301 - BROOKS – HOPMERE WATER PRELIMINARY ENGINEERING

The water system improvements will include a new 750,000-gallon storage reservoir. The Project also includes a new 400 gpm (2 duty pumps, 2 fire flow pumps, and a redundant pump) booster pump station and approximately 1,520 feet of Phase 1 distribution piping improvements.

The scope of this work will include a Preliminary Engineering Report (PER) to demonstrate that the proposed Project meets the design criteria identified in the facility planning study. Concept level drawings and select technical specifications will be produced to allow the Construction Manager/General Contractor (CM/GC) to develop a guaranteed maximum price (GMP) for the Project. The work will also

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include providing pre-selection documents and evaluation for major equipment and long lead items. Consultant's services are limited to those services outlined in the following scope of work.

Task 301.1 – Project Management

Consultant Responsibilities:

301.1.1 **General Project Management.** Provide general project administration services including contract administration, project accounting, scheduling, and internal project administration.

301.1.2 **Kickoff Meeting.** Participate in a project kickoff meeting. Prepare agenda and minutes. The purpose of this meeting will be to establish Owner's pre-design review team, review the overall project schedule including major milestones and meetings, review objectives of the design, discuss available data and published materials that will be made available by the Owner, and review process for deliverables including process for Owner review and approval.

301.1.3 **Progress Meetings.** Conduct monthly progress meetings, including the Owner, Consultant and CM/GC.

301.1.4 **Request for Information and Data Review.** Prepare initial request for information for data to be used in the pre-design process. Review information requested and provide supplemental request for information if needed.

301.1.5 **CM/GC Coordination.** Coordinate with the CM/GC for general project efforts, including establishing lines of communication.

Owner Responsibilities:

- Provide meeting space for project meetings. Provide advertising as needed. Coordinate attendance of CM/GC to progress meetings.

Assumptions:

- Project management budget assumes a project schedule of up to 8 months.
- Project is being funded by the following entities: American Rescue Plan Act (ARPA). Funding assistance will not be provided by the Consultant as part of this scope.
- Progress meetings will be a combination of in-person and Microsoft Teams meetings.

Deliverables:

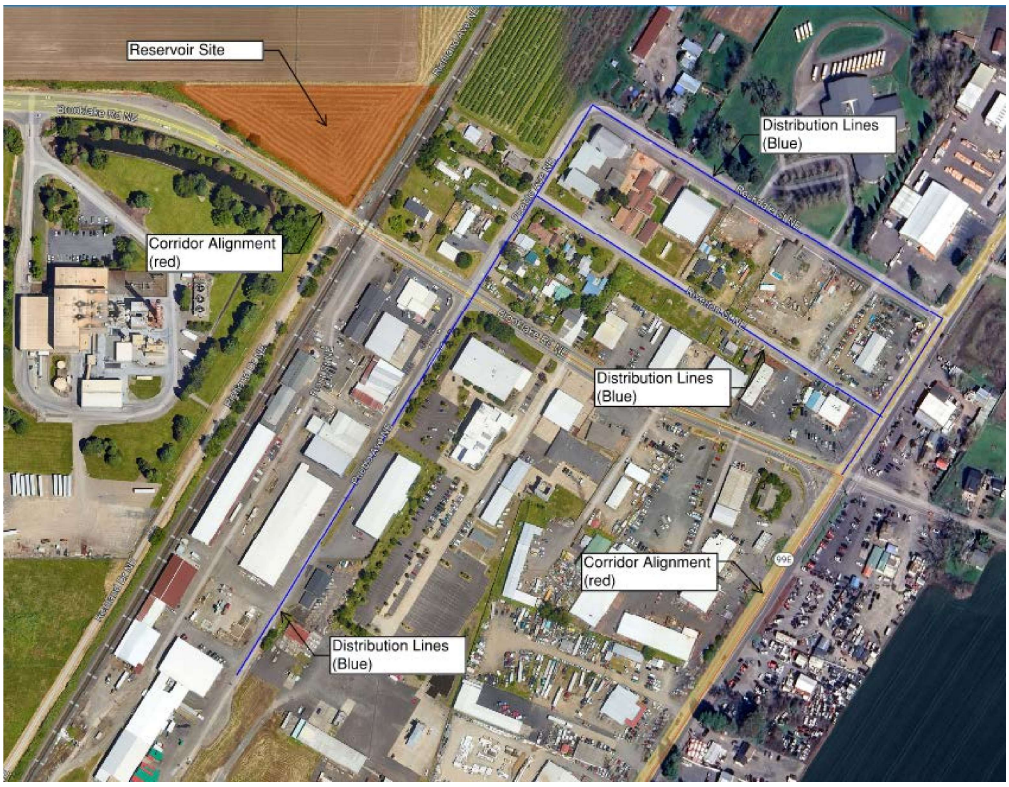
- Monthly invoices.
- Meeting agendas and minutes.
- Request for information.

Task 301.2 Topographical Survey

(Consultant may retain a subconsultant to perform this task, however, Consultant's retention of a subconsultant for performance of task does not relieve consultant of responsibility to perform this task.)

The survey will encompass the area indicated as "Distribution Lines", and selected site "Reservoir Site" as shown on the following figure, and the stretch of Brooklake Road from the Reservoir Site to State Road 99E of approximately 1,500 linear feet.

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Consultant Responsibilities:

301.2.1 Topographical Surface:

- Locate existing monumentation to complete a boundary resolution of the ROW for subject area.
- Collect topographic surface data and underground utilities along alignment routes.
- Obtain spot elevations at a maximum 50-foot on center spacing, including along roadway centerlines, top of curb, flowline of curb, and lip of gutter (drone capabilities may be utilized in lieu of ground spot elevations).
- Spot elevations required to adequately identify grade breaks and other topographic features (drone capabilities may be utilized in lieu of spot elevations).
- Locate surface features over subject area, including: accessways, driveways, curbs, structures, fences, poles, disposal areas, drainage areas.
- Locate ground and above ground utilities, including but not limited to: utility poles, overhead utility wires, manholes, catch basins, cleanouts, meters, valves, vaults, boxes, and hydrants
- Locate trees 8 inches in diameter and larger measured at breast height, noting coniferous or deciduous.
- Surface data to create 1-foot contours and provide triangulated irregular network (TIN) to be used as a Civil 3D surface via an xml file.
- Survey shall be based on an official benchmark acceptable to the Owner.
- Establish benchmarks for future design reference.
- Show utility poles, power lines, and telecommunications, including identification information.
- Storm drain, culverts, and sanitary sewers:
    - Show rim or grate elevations and inverts for manholes and drainage structures, with structure size (approximate inside dimension).
    - Show pipes diameters, pipe material, and direction of pipe where this can be readily determined without confined space entry.

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- Manhole symbols shall be shown at center of the lid with a note defining the manhole diameter and whether the manhole is an eccentric or concentric structure. If eccentric, note to what side of the structure (NW, SE, S, etc.) the eccentric cone is flush with.
- Survey storm and sewer structures to the next downstream and upstream structures beyond the limits of survey.

Assumptions:

- Items not in the scope:
  - Retracement survey recorded with County Surveyor's Office.
  - Easement retracement, legal descriptions, or exhibits.
  - Wetland mapping.
  - Title reports for affected properties.
  - Recording Fees

Deliverables:

- Basemap to be incorporated into the design documents.
- Ortho-rectified aerial imagery.

Task 301.3 – Preliminary Engineering Report

Consultant Responsibilities:

301.3.1 **Design Criteria (Process).** Discuss or reference design criteria items as provided in the draft water facilities plan. Document additional design criteria that will serve as a basis for design.

301.3.2 **New Hydraulic Analysis.** Prepare a preliminary hydraulic analysis for sizing of the pipeline and booster station pumps.

301.3.3 **Preliminary P&IDs.** Prepare preliminary piping and instrumentation diagrams based on Owner input for the proposed booster station and new reservoir.

301.3.4 **Preliminary Instrumentation/Controls.** Prepare one-line diagram for power and a narrative describing the control strategy and objectives for the booster station. Coordinate with Owner and power utility to identify power constraints and Owner's SCADA communication preferences.

301.3.5 **Preliminary Mechanical Plans.** Prepare preliminary mechanical concept design.

301.3.6 **Design Requirements Summary.** Summarize design requirements for civil, structural, heating, ventilation and air conditioning, plumbing, electrical, and instrumentation and controls.

301.3.7 **Utility Conflict Analysis and Notification.** Complete an initial utility conflict analysis with existing aboveground and buried utilities. Draft initial Utility Notification Letters (First Notice) and distribute to utility providers within the Project limits.

301.3.8 **Concept Drawings.** Develop concept drawings for a PER submittal, including site civil layout. Concept drawings for pipelines to include concept main pipeline alignment (excluding service connections), general grading concepts at the pump station, approximate location of valve vaults and features, major crossing concepts.

301.3.9 **Workshop Meetings.** Meet with Owner and CM/GC to review draft deliverables.

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301.3.10 Prepare PER. Prepare draft PER. Submit to Owner for review.

301.3.11 Comment Response and Final PER. Incorporate Owner input and coordinate with OHA for review. Address agency comments (if provided) and prepare final PER.

Owner Responsibilities:

- Review concept designs and provide comments.
- Review and comment on the PER.
- Reimburse Consultant for any agency review fees (if necessary).

Assumptions:

- Storage reservoir and booster station share the same site.
- Budget assumes up to three workshop meetings.

Deliverables:

- Agenda and minutes for meetings.
- Concept drawings (prepared in 22”x34”, reviewed in 11”x17”), no paper copies.
- Draft and Final PER.
- Utility Conflict Analysis and Utility Notification Letters (First Notice).

Task 301.4 – Geotechnical Investigation

(Consultant may retain a subconsultant to perform this task, however, Consultant's retention of a subconsultant for performance of task does not relieve consultant of responsibility to perform this task.)

Booster Station and Reservoir. The purpose of this task is to evaluate soil and groundwater conditions as a basis for developing geotechnical engineering design criteria and construction recommendations for the proposed water reservoir and booster station.

Consultant Responsibilities:

301.4.1 Review information regarding subsurface soil and groundwater in the vicinity of the site, including reports in Consultant’s files, selected geologic maps, and other geotechnical engineering-related information.

301.4.2 Coordinate and manage the field investigation, including public utility notification and scheduling of subcontractors and subconsultant’s field staff. Public locates will be called in. Coordinate for a private locate company to access the booster station/tank site.

301.4.3 Explore subsurface soil and groundwater conditions at the potential locations of the proposed water reservoir and booster station by completing three (3) drilled borings; one to a depth of up to 100 feet below ground surface (bgs) at the selected location of the proposed water reservoir, and two to a final depth of up to 35-ft bgs at the location of the booster station. Additionally, complete 2 cone-penetration tests (CPT’s) to final depths of up to 100 feet and 35 feet bgs within the footprint of the proposed reservoir and booster station structures, respectively.

Exploration(s) will be advanced to the depths noted or practical refusal in dense gravels or competent rock if encountered, whichever is shallower. The borings will be backfilled as required by state law and surface disturbance minimized to the extent practical. Cuttings will be left on site.

301.4.4 Obtain samples at representative intervals from the explorations, observe groundwater conditions and maintain detailed logs in general accordance with ASTM International

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(ASTM) Standard Practices Test Method D 2488. Consultant staff will observe and document field activities.

301.4.5 Perform laboratory tests on selected soil samples obtained from the explorations to evaluate pertinent engineering characteristics. Specific laboratory tests will depend on soil conditions encountered, but may include moisture/density tests, Atterberg limit tests, and percent fines tests. It is anticipated that subsurface conditions will likely include potentially compressible soils under loads from the reservoir tank. As such, Consultant budgeted for up to one (1) 1-Dimensional Consolidation Test.

301.4.6 Provide a geotechnical evaluation of the site and provide design recommendations in a geotechnical report that will address the following geotechnical components:

- A general description of site topography, geology and subsurface conditions.
- An opinion as to the adequacy of the proposed development from a geotechnical engineering standpoint.
- Recommendations for site preparation measures, including disposition of undocumented fill and unsuitable native soils, recommendations for temporary cut slopes and constraints for wet weather construction.
- Recommendations for temporary excavation and temporary excavation protection, such as excavation sheeting and bracing.
- Recommendations for earthwork construction, including use of on-site and imported structural fill and fill placement and compaction requirements.
- Provide geotechnical engineering recommendations for use in designing conventional retaining walls, including backfill and drainage requirements and static and seismic lateral earth pressures.
- Recommendations for foundations to support the proposed ancillary structures, including minimum width and embedment, design soil bearing pressures, settlement estimates (total and differential), coefficient of friction and passive earth pressures for sliding resistance. Consultant assumed that shallow foundations can be used to adequately support the structures.
- Recommendations for supporting on-grade slabs, including base rock, capillary break, and modulus of subgrade reaction.
- Seismic design parameters, including soil site class evaluation in accordance with the 2018 International Building Code (IBC) and the current version of the Oregon State Structural Code. Complete a simplified liquefaction settlement analysis.
- Recommendations for foundations to support the proposed tank walls and tank base slab, including minimum width and embedment of footings, design soil bearing pressures, settlement estimates (total and differential), coefficient of friction and passive earth pressures for sliding resistance. Consultant assumed that shallow spread foundations or a mat foundation can be used to adequately support the tank structure.

The geotechnical work will be directly supervised by a geotechnical engineer licensed in the state of Oregon who will apply their professional seal to the document.

Under Rail Crossing for Water Reservoir and Booster Station. The purpose of these services is to evaluate soil and groundwater conditions as a basis for developing geotechnical engineering design

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criteria and construction recommendations for the proposed water reservoir and booster station as they will be located on the site west of the rail line.

Consultant Responsibilities:

301.4.7 Review information regarding subsurface soil and groundwater in the vicinity of the site, including reports in Consultant's files, selected geologic maps, and other geotechnical engineering-related information.

301.4.8 Coordinate and manage the field investigation, including public utility notification and scheduling of subcontractors and Consultant's field staff. Public locates will be called in. Coordinate for a private locate company to access the site.

301.4.9 Explore subsurface soil and groundwater conditions at the locations of the proposed booster station by completing two (2) drilled borings to a final depth of up to 25-ft bgs and at the trenchless crossing by completing two borings (2) total, one at each extent of the crossing, to a final depth of up to 25-ft bgs.

Exploration(s) will be advanced to the depths noted or practical refusal in dense gravels or competent rock if encountered, whichever is shallower. The borings will be backfilled as required by state law and surface disturbance minimized to the extent practical. Cuttings will be left on site.

301.4.10 Obtain samples at representative intervals from the explorations, observe groundwater conditions and maintain detailed logs in general accordance with ASTM International (ASTM) Standard Practices Test Method D 2488. Consultant staff will observe and document field activities.

301.4.11 Perform laboratory tests on selected soil samples obtained from the explorations to evaluate pertinent engineering characteristics. Specific laboratory tests will depend on soil conditions encountered, but may include moisture/density tests, Atterberg limit tests, 1-D consolidation tests, and percent fines tests.

301.4.12 Provide a geotechnical evaluation of the site and provide design recommendations that will be included in the geotechnical report prepared for 301.3.6 of this amendment. Specific report items will include those listed in 301.3.13.

Assumptions:

- Infiltration testing is not included in this scope and budget.
- Consultant will be provided right-of-entry or access to the exploration locations for task 301.3.
- Permits for drilling within the ROW of Highway 99 will include permitting from ODOT or the City of Salem, only.
- Infiltration testing and pavement recommendations are not required or included in this scope and budget.
- A rubber-tired trailer mounted drill rig can adequately access all exploration locations.
- A track-mounted drill rig can adequately access the primary and alternate sites.
- Explorations will be extended to the depths described above or to refusal in dense material. Contingency costs for specialized drilling into dense material if dense gravel or rock are encountered, are not included in this scope of work or cost estimate.
- Excess drill cuttings will spread discreetly across the site.
- Contaminated soils will not be encountered during exploration and sampling. If contaminated or suspected contamination is encountered (based on field screening), Consultant will stop drilling operations, notify Owner and discuss how to proceed.

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- Consultant will be able to conduct explorations for the transmission main during normal working hours.
- No pavement coring is included in this scope of work.

Deliverables:

- Geotechnical Report.

Task 301.5 – 50% Design

Consultant Responsibilities:

301.5.1 **Drawing Preparation.** Prepare a set of drawings and limited specifications to aid the CM/GC in developing a GMP. The following preliminary drawings are anticipated as being developed to an approximate 50% effort: Other information that may assist the CM/GC in developing a GMP will also be provided, including site constraints, permitting requirements, and special inspections.

- General sheets
- Pump Station and Storage Reservoir Drawings:
  - Civil site, including grading and yard piping plans.
  - Structural plans and limited sections.
  - Plumbing and HVAC plans.
  - Process mechanical plans and limited sections.
  - Electrical one-lines and site plan.
  - P&ID with instrumentation list developed to an approximate 50% effort.

Specifications to be included are limited to pump station major pumping equipment and pipeline materials (i.e. pipeline, valves, and hydrants). Site constraints, permitting requirements, and recommended special inspections will also be provided.

301.5.2 **Pre-purchase Selection.** Prepare bidding documents for the pre-purchase of major pump station equipment, limited to electrical, generator, and pumps. This will include evaluation criteria, technical specifications and limited drawings. Contract documents, including agreements, terms and conditions and so forth, will not be provided by the Consultant. Consultant will assist in evaluating bids received. Major equipment to be pre-purchased is limited to: piping, pumps, and generator.

301.5.3 **Value Engineering (VE).** Participate in three value engineering workshops with the CM/GC and Owner. The purpose of these workshops will be to identify, with the CM/GC, potential cost savings alternatives to the project. Where the Owner elects to include such alternatives, the Consultant will modify the design and drawings to incorporate these changes. It is anticipated that these workshops will occur as follows: first workshop shortly after project kickoff, second workshop before pre-purchase equipment selection, third workshop approximately one to two months prior to contract completion.

301.5.4 **Cost Estimate Assistance.** Provide assistance to CM/GC in their preparation of the cost estimate by answering questions and adding clarity to project requirements.

Owner Responsibilities:

- Review and comment on drawings and specifications.

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- Participate in the VE meetings.
- Review and comment on VE alternatives. Make decisions for VE desired alternatives.
- Coordinate scheduling and services of CM/GC.

Assumptions:

- Drawings and specifications to be provided are limited to those identified in this task.
- Bidding documents for pre-purchased equipment are limited to those identified in this task. Documents for additional pre-purchased equipment will be considered a change to the contract.
- Value engineering efforts assume redesign will not require major modifications to the drawings or engineering calculations. Where extensive redesign is identified, the Consultant will be entitled to seek additional compensation.
- Any construction cost estimates are provided by CM/GC. The CM/GC will develop and provide the Guaranteed Maximum Price (GMP).
- Contract documents for pre-purchase documents will be provided by the CM/GC.
- Assisting with pre-qualification of subcontractors is not included.
- A single set of design drawings and draft specifications will be provided. Consultant will not prepare separate packages for CM/GC to solicit quotes from subcontractors/vendors.
- Permitting efforts for environmental purposes will be handled through other task orders/amendments to this project. No wetland, biological, historical, or other field work will be provided within this portion of the project scope of work.

Deliverables:

- Drawings and specifications.
- Pre-purchase bidding documents.

302 - BROOKS – HOPMERE WELL WATER RIGHTS

(Consultant may retain a subconsultant to perform this task, however, Consultant's retention of a subconsultant for performance of task does not relieve consultant of responsibility to perform this task.)

The County is evaluating potential water source alternatives for a new community water system for the future Brooks-Hopmere Community (BHC), which may consist of drilling a new community water well(s), converting an existing water well(s) to municipal supply use, and/or acquisition of existing industrial and/or irrigation water rights to be used in a water right transfer process to a new and/or existing well. As the County navigates through the planning process, consultant will provide hydrogeologic and/or regulatory assessment support services as it relates to water wells and water rights.

Task 302.1 – Preliminary Assessment of Water Rights and Wells in Brooks

Consultant Responsibilities:

302.1.1 Water Rights Review.

General work items to be completed as part of this task include:

- Review existing water rights associated with site/property to evaluate conditions of use and potential issues that could affect their transferability.
- Assess if the associated water rights would meet proposed water demands for the future BHC.

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- Participate in meetings or discussions with property owners and County regarding the willingness to release water rights either by sale, lease, or transfer.

302.1.2 Well Permitting/Regulatory Feasibility.

This task includes evaluating the feasibility of permitting one or more existing wells as a municipal supply well. General work items to be completed as part of this task include:

- Desktop evaluation of well construction, sanitary conditions, available water quality and pumping data and potential use of well for municipal supply.
- Evaluate locations of the wells relative to OWRD/OHA well setback requirements for a municipal supply well.
- Using DEQ databases, perform a contaminant source survey for the area surrounding the site.

302.1.3 Well Yield Testing and Water Quality Sampling.

Conduct a well performance test and water quality sampling at as many as two industrial-supply wells on the site. General work items to be completed as part of this task include:

- Coordinate and oversee an approximate 2-hour-long pumping test (if possible) in each well (up to two wells). This task will help to reduce uncertainties of the current yield of the wells.
- Collect a water sample to be submitted to a water quality testing laboratory for analysis of Safe Drinking Water Act (SDWA) constituents, general geochemical parameters (e.g., common ions), and polyfluoroakyl substances (PFAS). This task will help to assess the local groundwater quality and/or if the site has been contaminated by anthropogenic sources (e.g., elevated nitrate from fertilizer application, releases from LUSTs, etc.).
- Collect a secondary set of water samples from the well during pumping to assess biological activity downwell. For this analysis, two water samples will be collected: (1) a sample of water from the well casing (collected immediately after well startup) and (2) a sample of water from the aquifer (collected after the well has been pumping for a pre-determined amount of time based on the volume of water inside the well casing). These water samples will be submitted and analyzed by an appropriate laboratory, to diagnose the potential risk of and/or degree or severity of biofouling (i.e., bacterial and/or scaling), if present. This information can be used later to help develop an approach and costs for well redevelopment techniques and chemicals, if well rehabilitation is deemed appropriate. The Owner can then use this information as part of a “go/no-go" cost benefit analysis.

302.1.4 Documentation.

Prepare a short technical memorandum summarizing Consultant’s findings, assessments, and recommendations of the well yield testing and water quality sampling. Copies of the laboratory analytical reported for the well will be included in the memorandum.

Assumptions:

- The wells can be accessed for the limited field-related tasks described in this scope of work (e.g., well owner will allow general access, the well has an access port or opening that will allow for

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taking water level measurements, and the well has a spigot or other apparatus for collecting representative water samples).

- Scope assumes one site visit to assess existing wellhead conditions and one site visit to collect water quality samples and oversee and collect measurements during capacity testing of the wells.
- The well owner will operate the wells for the capacity testing and sampling event. The capacity testing will be conducted using the well owner's pump.
- There is potential for water level probes to become stuck, damaged, or lost in the well during the course of the water level measurement. It is rare that this interferes with well operation (i.e., probe tips commonly become stuck above the pump intake between the casing and the pump column or between electrical cables). Because Consultant is undertaking this work on the County's behalf, Consultant is not responsible for replacement of lost/damaged equipment or removal of probes from wells should that become necessary. Consultant will take appropriate care in collecting the measurements and will inform the Owner if such an issue should arise.
- The Owner will procure all site access agreements with the land/well owner prior to any capacity testing and water quality sampling of the well. The Owner will notify Consultant in writing with permission to perform testing and sampling of the well.
- A well video survey is not anticipated to be performed at this time, so downwell conditions of the existing wells will not be evaluated as part of this task.
- If it is determined that water levels cannot be accurately recorded during the capacity test (due to blockages between the pump equipment and well casing), a pumping contractor may need to be subcontracted to pull the pump and install a test pump and sounding tube to perform well testing. Costs and labor to coordinate or conduct this work are not included in this scope of work.

Task 302.2 – On-Call Services for Well Siting/Water Rights Transfer Feasibility (Additional Sites)

Consultant Responsibilities:

As the Owner continues to explore candidate sites for its new water well for the BHC, it may be necessary for Consultant to provide support in evaluating those sites for potential constraints or fatal flaws for water well development and permitting.

General work items related to the completion of this task may include:

- Support the evaluation and selection of candidate water campus sites for development of a new water well(s).
- Desktop evaluation of candidate wells for compliance with well construction standards for municipal supply source.
- Review available groundwater quality data for wells near candidate sites and/or candidate wells for municipal use conversion.
- Evaluate OWRD/OHA well setback requirements and land use compatibility for candidate sites.
- Estimate stream depletion using 2003 Hunt model to evaluate the potential for increased interference with surface water bodies.
- Using DEQ databases, perform a contaminant source survey for the area surrounding the candidate sites.
- Evaluate potential pumping interference from candidate sites to offsite wells.

Assumptions:

- Up to three (3) candidate sites will be evaluated as part of this task.
- Up to three (3) site visits will be performed by Consultant to the candidate well sites.

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- This task will only evaluate the candidate well sites based on the criteria listed above. Other criteria, such as cost, cultural/social impacts, grading, proximity to power, etc., will not be considered.

Deliverables:

- Consultant does not anticipate preparing any technical memoranda summarizing the results and findings in this task. Consultant will provide email summaries of the evaluation and analysis work performed for this task, as needed and/or requested.

Task 302.3 – Fees and Direct Expenses

Consultant Responsibilities:

- Site visits and associated fees will support the evaluation and selection of candidate water campus sites for development of a new water well(s).
- Water quality laboratory analysis for SDWA constituents.
- Scope assumes one site visit to assess existing wellhead conditions and one site visit to collect water quality samples and oversee and collect measurements during capacity testing of the wells.
- Supporting up to three (3) candidate sites will be evaluated as part of this task.
- Supporting up to three (3) site visits will be performed by Consultant to the candidate well sites.

303 - BROOKS – HOPMERE FINAL DESIGN

(Consultant may retain a subconsultant to perform this task, however, Consultant's retention of a subconsultant for performance of task does not relieve consultant of responsibility to perform this task.)

Task 303.1 – Project Management

Consultant Responsibilities:

303.1.1 General Project Management. Provide general project administration services including contract administration, project accounting, scheduling, and internal project administration.

303.1.2 Progress/Review Meetings. Conduct progress meetings and review meetings as needed, including the Owner, Consultant and CM/GC.

303.1.3 CM/GC Coordination. Coordinate with the CM/GC for general project efforts, including establishing lines of communication.

Owner Responsibilities:

- Provide meeting space for project meetings. Provide advertising as needed. Coordinate attendance of CM/GC to progress meetings.

Assumptions:

- Project management budget for task 303 assumes a project schedule of up to 5 months.
- Project is being funded by the following entities: American Rescue Plan Act (ARPA). Funding assistance will not be provided by the Consultant as part of this scope.
- Progress meetings and review meetings will be a combination of in-person and Microsoft Teams meetings.

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Deliverables:

- Monthly invoices.
- Meeting agendas and minutes.

Task 303.2 - 90% and 100% Design

Consultant Responsibilities:

303.2.1 90% Design Plans and Specifications. Advance 50% design to 90% and submit design review drawings and specifications to Owner. Drawings include general, survey, site civil, structural, architectural, plumbing, HVAC, mechanical, electrical, and instrumentation and control sheets.

Instrumentation and control plan sheets will generally include a network layout drawing (if applicable), piping and instrumentation diagrams (P&ID), wiring diagrams, input/output schedule, and the instrumentation schedule.

Prepare technical specifications. Technical specifications will be prepared to detail the materials, processes, and the products that are to be used in the construction.

303.2.2 Review Workshop Meeting(s). Participate in 90% design review workshop meetings with Owner and CM/GC.

303.2.3 Agency Submittal. Agency (OHA) design checklists will be completed and submitted along with the final plans and specifications to Agency for review.

303.2.4 100% Documents. Upon Owner and Agency review, Consultant will incorporate appropriate revisions into a final set of stamped drawings and specifications that will be used for bidding. Respond to Agency comments and provide resubmittal to approving Agency (if required).

303.2.5 100% Design Submittal. Submit stamped/sealed drawings, calculations, and specifications to regulatory agency and Owner. Set will address one (1) round of Owner comments from 90% set. These drawings will be utilized for building permitting and construction. Respond to and address OHA comments and resubmit for approval as required.

303.2.6 CM/GC Cost Model Review. Review CM/GC Cost Model Updates and attend review meetings. SOW includes review of up to two (2) Cost Model Updates at 90% deliverables and attending two (2) review meetings.

303.2.7 Construction Schedule. Review and provide feedback on the CM/GC schedule.

Owner Responsibilities:

- Review and provide one set of written consolidated comments on the design deliverables.
- Provide legal and risk reviews of the bid documents. Assist in identifying permits and approvals for which Contractor will be responsible.
- Pay for any associated permitting fees not assigned to the Contractor.
- Review and comment on drawings and specifications.
- Participate in review workshops.
- Participate in meetings with regulatory agencies.

Assumptions:

- No front-end contract documents (Bid Docs and Div. 00) will be provided by Consultant. Front End documents will be completed and provided by CM/GC.
- This scope task does not include any bidding services.

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- Permitting assistance excludes public meetings.
- Design assumes limited changes from value engineering efforts. Where extensive redesign is identified through value engineering efforts, the Consultant will be entitled to seek additional compensation.
- Design assumes final permitting limits issued by regulatory agencies will be comparable to the assumed limits given in the Facility Planning Study and Preliminary Engineering Report. Where actual permitting limits vary significantly from what has been designed, Consultant and Owner will negotiate additional scope of work.
- Building permitting will be by others.
- Cost estimating will be by others.
- Shoring Design (if required) will be by others.
- Extensive architectural features and architectural renderings are not included in the design.
- Additional professional time for correspondence and meetings, due to an Owner initiated change in the project design, and/or support above and beyond that described is considered an additional service.
- AutoCAD is to be used to prepare drawings and AutoCAD Civil 3D or Revit may be used for the site and building design. Spreadsheets will be prepared in Microsoft Excel and text documents in Microsoft Word.
- Drafting will be completed on 11”x17” sheets.
- The estimated project budget for project integration and control panel design scope is $135,000. It is anticipated this will be included in Amendment 6.
- Consultant will submit drawings and specifications to OHA after Owner and CM/GC comments addressed on 90% submittal.
- Project landscaping will be minimal, generally consisting of landscape gravels. Services of a licensed landscape architect will not be required.
- Extensive architectural features (occupied spaces, restrooms, etc.) are not included. Consultant will develop 3D building models / renderings.
- CM/GC will be required to prepare and implement an Erosion and Sediment Control Plan (ESCP), prepare traffic control plans, and secure associated permits.
- Since Consultant has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Contractor’s methods of determining prices, or over competitive bidding or market conditions, the Consultant does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by the Consultant.
- All deliverables will be submitted in electronic format and reviews will be completed using Bluebeam.

Deliverables:

- 90% Design Submittal (including Drawings and Specifications) in electronic PDF format.
- 100% Design Submittal (including Drawings and Specifications) in electronic PDF format.
- 90% design drawings and specifications, including one PDF submittal (prepared in 22”x34” reviewed in 11”x17”).
- 100% stamped design package, including one PDF submittal (prepared in 22”x34” reviewed in 11”x17”).
- AutoCAD files for site plan, utilities, and grading at final stamped design package.

Task 303.3 Bidding Support

303.3.1 Advertisement. N/A.

303.3.2 Documents. Distribute bidding documents including addenda to Owner and CM/GC.

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303.3.3 Bid Coordination Meetings. Attend up to four (4) pre-bid and/or bid opening meetings with CM/GC, Owner, and sub-contractors interested in the Project and assist in answering questions related to bid documents.

303.3.4 Addenda. If required, respond to bidder questions and prepare up to three addenda during each bidding process to clarify, correct, or change the issued documents.

Owner Responsibilities:

- Participate in bidding process to provide feedback.
- Award the bid with the CM/GC.

Assumptions:

- Three (3) bid packages and three (3) bidding processes are assumed (remaining long-lead equipment, early civil package, and final bid package). If rebidding or addressing bid protests is required, these services will be provided as an additional service.
- Consultant's scope of work is limited to attendance at up to four (4) pre-bid meetings and/or bid opening meetings and responding to questions from CM/GC or other contractors during pre-bid meetings (up to twenty (20) hours of time has been included for these tasks). Consultant will respond to bidder questions and prepare up to three (3) addenda during each bidding process.

304 - BROOKS – HOPMERE Construction Engineering and Inspection CE&I

Task 304.1 – Construction Services

Consultant Responsibilities:

This task includes engineering services to support the Owner during the construction of the Project. As we initiate activities, it may become apparent some modifications to this scope are necessary due to changes in the CM/GC's schedule and work. Consultant will advise Owner of such issues and any fee and/or schedule impact prior to implementing revised activities. This task will include the following:

304.1.1 Contract Documents. Incorporate addenda and prepare conformed construction documents for distribution to Owner and CM/GC.

304.1.2 Pre-Construction Meeting. A pre-construction conference will be chaired by the CM/GC and by Owner, Consultant, all major suppliers, and subcontractors. The purpose of this meeting will be to establish lines of communication as well as procedures and timelines for the job. CM/GC will prepare meeting agenda and minutes to be distributed to attendees.

304.1.3 Construction Meetings. Conduct onsite construction progress meetings every two weeks with Owner and CM/GC representatives and distribute meeting agenda and subsequent minutes with action items to attendees. Meetings to be held during periods of active construction.

304.1.4 CM/GC Schedule. Review CM/GC's proposed construction time schedule and critical path sequencing.

304.1.5 Submittals. Review CM/GC's submittals for general conformance to the specified materials and methods noted in the design plans and specifications. Reviews will not specify CM/GC techniques, sequencing, procedures, means or methods of construction or safety precautions.

304.1.6 Test Results. Receive and review test results provided by the CM/GC and/or Owner. These test results are anticipated to include: soil, aggregate, foundation improvements, rebar, pressure tests for pipes, pump tests, concrete, and asphalt test reports. These tests will be used to assess if results conform with the plans and specifications. The review of the test results will not be considered as an independent evaluation of the procedures used during testing.

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304.1.7 RFIs. Respond to requests for information (RFIs) from CM/GC or Owner and provide necessary clarification of Contract Documents.

304.1.8 Change Orders. Review of change orders and work directive requests

304.1.9 Field Orders. Prepare and issue field orders requiring minor changes in the work.

304.1.10 Specialty Inspection Services. Material testing services such as soil compaction, concrete, asphalt, steel, and pipe pressure to be coordinated with the CM/GC.

Owner Responsibilities:

- Review and process CM/GC pay requests, change orders and other construction related documents.
- Attend construction meetings.

Assumptions:

- Work will be performed by one CM/GC.
- Addenda will be updated in base files (Word and CAD) to create updated conformed set of drawings.
- Construction staking will be provided by CM/GC.
- The budget assumes 3 months of construction beginning in September 2025.
- Budget assumes a limited number of submittals, resubmittals, RFIs, field orders and change orders reviews. Consultant will notify the Owner that the Consultant is commencing an additional service when any of these limitations have been reached.
- The budget for construction services is anticipated to be revisited and increased with the subsequent amendment to establish the full scope and fee.

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MARION COUNTY
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EXHIBIT B - CONSULTANT COMPENSATION

B.1 BASIS OF COMPENSATION

B.1.01 Owner shall compensate Consultant for the performance of Services set forth in Exhibit A, as follows:

Consultant shall perform the Services for: a maximum, not-to-exceed price of ~~**$1,869,456**~~ **$2,397,829.**

Although individual task budgets may be exceeded, the total authorized budget amount shall not be exceeded without written authorization from Owner. For time and materials tasks, compensation will be according to Keller Associates' standard billing rates updated annually in January.

PHASE 1 – GENERAL ENGINEERING SERVICES	Cost	Type
Task 100 – Project Management	$ 141,245	T&M
Task 101 – Public Outreach and Land Use	$ 42,600	T&M
Task 102 – Land Acquisition and Relocation Services	$ 138,866	T&M
Task 103 – Financial Consultant Services	$ 34,631	T&M
Phase 1 Subtotal	**$357,342**	

T&M: Time and Materials, LS: Lump Sum

PHASE 2 – BROOKS-HOPMERE WASTEWATER IMPROVEMENT PROJECT	Cost	Type
200 – BROOKS – HOPMERE WASTEWATER STUDY		
Task 200.1 – Project Management	$ 8,030	LS
Task 200.2 – Data Acquisition & Facility Tours	$ 4,160	LS
Task 200.3 – Project Planning	$ 3,165	LS
Task 200.4 – Existing Facilities Evaluation	$ 15,310	LS
Task 200.5 – Need for system improvements	$ 6,800	LS
Task 200.6 – Collection System Alternatives Evaluation	$ 32,615	LS
Task 200.7 – Treatment Plant Alternatives Evaluation	$ 30,830	LS
Task 200.8 –Recommended Alternatives	$ 14,000	LS
Task 200.9 – Draft and Final WWFPS	$ 29,360	LS
Phase 2 Subtotal	**$144,270**	

T&M: Time and Materials, LS: Lump Sum

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PHASE 3 – BROOKS-HOPMERE DRINKING WATER IMPROVEMENT PROJECT	Cost	Type
300 - BROOKS – HOPMERE WATER STUDY		
Task 300.1 – Project Management	$ 12,500	LS
Task 300.2 – Data Acquisition & Facility Tours	$ 7,290	LS
Task 300.3 – Project Planning	$ 4,770	LS
Task 300.4 – Existing Facilities Evaluation	$ 4,500	LS
Task 300.5 – Need for system improvements	$ 4,200	LS
Task 300.6 – Storage Alternatives	$ 8,315	LS
Task 300.7 – Distribution System Recommendations	$ 27,200	LS
Task 300.8 – Community Well Evaluation	$ 66,410	LS
Task 300.9 – Connecting to Neighboring System	$ 20,690	LS
Task 300.10 – Recommendations	$ 17,840	LS
Task 300.11 – Draft and Final Water Feasibility Study	$ 19,070	LS
Subtotal	**$ 192,785**	
301 - BROOKS – HOPMERE WATER PRELIMINARY ENGINEERING		
Task 301.1 – Project Management	$ 120,647	LS
Task 301.2 – Topographical Survey	$ 85,863	LS
Task 301.3 – Preliminary Engineering Report	$ 206,036	LS
Task 301.4 – Geotechnical Investigation	$ 50,051	LS
Task 301.5 – 50% Design	$ 628,500	LS
Subtotal	**$1,091,097**	

302 - BROOKS – HOPMERE WELL WATER RIGHTS		
Task 302.1 – Preliminary Assessment of Water Rights and Wells	$ 35,628	LS
Task 302.2 – On-Call Services for Well Siting/Water Rights Transfer Feasibility (Additional Sites)	$ 32,152	LS
Task 302.3 – Fees and Direct Expenses	$ 16,182	T&M
Subtotal	**$83,962**	
303 - BROOKS – HOPMERE FINAL DESIGN		
Task 303.1 – Project Management	$ 15,180	LS
Task 303.2 - 90% and 100% Design	$ 379,753	LS

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Task 303.3 - Bidding Support	$ 20,045	LS
Subtotal	**$ 414,978**	

304 - BROOKS – HOPMERE CE&I		
Task 304.1 – Construction Services	$ 113,395	LS
Subtotal	$ 113,395	
Phase 3 Subtotal	**$ ~~$1,367,844~~ $ 1,896,217**	

T&M: Time and Materials, LS: Lump Sum

TOTAL	**~~$1,869,456~~ $2,397,829**

B.1.01 Payments for Services and Reimbursable Expenses shall be made monthly, following Owner's review and approval of detailed invoices submitted by Consultant and acceptance of the Services or approval of Reimbursable Expenses by Owner. Owner shall make payments only after Owner's receipt and approval of (i) Consultant's detailed monthly invoice as described in Section B.1.05, and (ii) all reports, designs, certificates, and documents covered by the invoice. Payments are subject to the provisions of ORS 293.462.

B.1.02 Reimbursable Expenses, as described in Section B.2, are defined as the direct costs expended by Consultant, Consultant's employees and Sub-consultants for performance of Services rendered to complete the Project. The estimated dollar amounts for each of the identified Reimbursable Expense items are as follows:

1	Travel Related Expenses	
2	General Reimbursable Expenses	
	Total	

It is understood that the actual total amount payable for each individual Reimbursable Expense item may be more or less than the estimate above, however, the total amount of all Reimbursable Expenses shall not exceed the maximum amount stated in Section B.1.01 for Reimbursable Expenses without a Contract amendment. Payments for Reimbursable Expenses shall be identified and tracked on monthly invoices according to the expense items listed above.

B.1.03 Consultant shall not submit invoices for, and Owner will not pay, any amount in excess of the maximum, not to exceed amount payable under this Contract set forth in Section B.1.01. If this amount is increased by Contract amendment, the amendment must be effective before Consultant performs Services subject to the amendment. Consultant shall notify Owner's Representative identified in this Contract in writing of the expiration of the Contract, thirty (30) days prior to such expiration. No payment will be made for any Services performed prior to the Effective Date or after the expiration date of the Contract.

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B.1.04 Consultant shall submit monthly invoices for Services performed. To be processed for payment by Owner, the invoices shall include the following basic information:

a. The correct name of Owner's authorized representative

b. Invoice date

c. Date range during which the Services being invoiced for were provided

d. The last invoice submitted on the Project must be clearly labeled "Final Invoice"

e. Original Contract total, not to exceed amount broken out by: Basic Services, Supplemental Services released to date by line item, and Reimbursable Expenses separated by two categories of Travel Expenses and General Reimbursables

f. Statement of changes to the original total, not to exceed amount by amendment(s) and broken out in the same way as in item F, showing the revised Contract amounts

g. Paid to date amounts showing the amounts submitted for prior to the current invoice (regardless of payment status) and broken out the same way as in item F

h. Amounts being invoiced for in the current invoice and broken out the same way as in item F, with a roll up of a "Total Amount Billed For This Invoice" line item amount

i. Balances Remaining after receipt of payment for the current invoice broken out the same way as in item F

Consultant shall describe all Services performed with particularity and by whom it was performed and shall itemize and explain all expenses for which reimbursement is claimed. Reimbursable Expenses shall be broken out into to line-item categories, 1) Travel Expenses and 2) General Reimbursable Expenses. Invoices for Basic Services under a specific Phase shall be for completed Basic Services only and shall indicate the percentage of the total Basic Services for that Phase that the amount invoiced represents. Invoice amounts for authorized fixed price Supplemental Services shall indicate the Supplemental Service, its contract reference number, the total amount of the fixed price Supplemental Service, and the total percentage and related dollar amount of the fixed price Supplemental Service completed by the end of the current invoice period, less the total dollar amount previously billed for, with the balance representing the total amount being currently billed for. Invoices for authorized Supplemental Services based on a not to exceed amount shall set forth the number of hours worked by Consultant's personnel on the identified Service, describe the Services performed by each such personnel in detail on a daily basis, and set forth the rate of compensation for each of such personnel as set forth in EXHIBIT F.

Consultant shall send invoices to Owner's Representative identified in this Contract, using the following address:

Marion County Public Works Department
Attn: Chris Einmo
5155 Silverton Road NE, Building 1
Salem, OR 97305

Consultant shall not indicate or invoice for any past due amounts in the current invoice. All such notifications of a past due amount must be handled by a separate Statement of Account.

Owner shall have the right to reject any invoice which does not have the proper information as required by this section without incurring penalty liabilities for late payment.

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B.1.05 Owner and Consultant agree in accordance with the terms and conditions of this Contract that:

a. If the scope of the Project or the Services are changed materially, Consultant shall request in writing an amendment to the Contract before additional Services are provided and before compensation is adjusted. All legally required approvals must be obtained for any Contract amendment before the amendment is effective and before Services may be performed or payment made under the amendment.

b. Consultant's fee for preparing routine change orders adding or deleting Services from the Project shall be included in the maximum not-to-exceed amount for Basic Services stated in Section B.1.03.

c. Upon Owner's request and without additional compensation, Consultant shall make such revisions to completed Contract Documents as are necessary to correct errors or omissions appearing therein, in accordance with the standard of care described in Section 2.1.1 of Consultant's Responsibilities; Representations and Warranties.

B.2 REIMBURSABLE EXPENSES

B.2.01 Reimbursable Expenses are in addition to compensation for Services and shall not exceed the maximum amount stated in Section B.1.03 without prior authorization by Owner. This amount is separated into two categories, Travel Expenses and General Reimbursable Expenses, as outlined below. Reimbursable Expenses include actual, allowable and reasonable expenditures made by Consultant and Consultant's employees in performing the Services required in Exhibit A. Reimbursable Expenses must be evidenced by copies of actual third-party invoices or receipts delivered to Owner to qualify for reimbursement and are limited to the types of actual expenses listed below.

a. General Reimbursable Expenses consist of:

i. Long distance communications.

ii. Reproductions, postage and handling of drawings and specifications and other documents, excluding reproductions of drawings, specifications and other documents used by Consultant and Consultant's sub-consultants.

iii. Data processing and photographic production techniques when used in connection with Supplemental Services.

iv. Third-party models and mockups requested by Owner.

v. The printing of master or reproducible sets of plans and project manuals including specifications.

vi. Plan check fees.

b. Travel Expenses:

All travel shall be allowed only when the travel is essential to the normal discharge of Consultant's responsibilities under the Contract. All travel shall be conducted in the most efficient and cost-effective manner resulting in the best value to the Owner. The travel must comply with all the requirements set forth in this section and must be for official Marion County business only. Personal expenses shall not be authorized at any time. All expenses are included in the total maximum Contract amount stated in Section B.1.01.

Current approved rates are as follows:

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i. Mileage. Mileage for travel in a private automobile, while Consultant is acting within the course and scope of his/her duties under this Contract and driving over the most direct and usually traveled route, will be reimbursed at ~~a rate of 67 cent per mile~~ the current IRS mileage rate. To qualify for mileage reimbursement, Consultant must hold a valid, current driver's license for the class of vehicle to be driven and carry personal automobile liability insurance in amounts not less than those required by (i) the Oregon Financial Responsibility Law (ORS 806.060) or (ii) the jurisdiction in which the vehicle is being operated, whichever is greater. No mileage reimbursement will be paid for the use of motorcycles or mopeds.

ii. Meals. Receipts are required for reimbursement.

Owner will not pay any mark up over actual allowable reimbursement costs. Any costs associated with recordkeeping or labor to create reproductions of receipts are considered indirect overhead and therefore part of Consultant's Professional Hourly Rates.

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MARION COUNTY
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EXHIBIT C- INSURANCE PROVISIONS

A. REQUIRED INSURANCE. Contractor shall obtain at Contractor's expense the insurance specified in this section prior to performing under this Contract and shall maintain it in full force and at its own expense throughout the duration of this Contract and all warranty periods. Contractor shall obtain the following insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in Oregon and that are acceptable to County:

i. WORKERS COMPENSATION. All employers, including Contractor, 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). Contractor shall require and ensure that each of its subcontractors complies with these requirements.

ii. PROFESSIONAL LIABILITY. Covering any damages caused by an error, omission or any negligent acts related to the services to be provided under this Contract. Contractor shall provide proof of insurance of not less than the following amounts as determined by the County:

☒ Required by County ☐ Not required by County.
- ☒ $1,000,000 Per occurrence limit for any single claimant; and
- ☒ $2,000,000 Per occurrence limit for multiple claimants
- ☐ Exclusion Approved by Risk Manager

iii. CYBER LIABILITY. Covering network security, breach of data, and coverage for regulatory fines and fees imposed against County due to failures in products and services provided under this Contract. Cyber Liability coverage must include errors, omissions, negligent acts, denial of service, media liability (including software copyright), dishonesty, fraudulent or criminal acts by a person or persons whether identified or not, intellectual property infringement, computer system attacks, unauthorized access and use of computer system, regulatory actions, and contractual liability.

☐ Required by County ☒ Not required by County.
- ☐ $2,000,000 Per occurrence limit for any single claimant; and
- ☐ $5,000,000 Per occurrence limit for multiple claimants
- ☐ Exclusion Approved by Information Technology Director and Risk Manager

iv. COMMERCIAL GENERAL LIABILITY. Covering bodily injury, death, and property damage in a form and with coverages that are satisfactory to the County. This insurance shall include personal injury liability, products and completed operations. Coverage shall be written on an occurrence basis. Contractor shall provide proof of insurance of not less than the following amounts as determined by the County:

☒ Required by County ☐ Not required by County.

Minimum Limits:
- ☒ $1,000,000 Per occurrence limit for any single claimant; and

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☒ $2,000,000 Per occurrence limit for multiple claimants
☐ Exclusion Approved by Risk Manager
☐ $500,000 Per occurrence limit for any single claimant
☐ $1,000,000 Per occurrence limit for multiple claimant

v. AUTOMOBILE LIABILITY INSURANCE. Covering all owned, non-owned, or hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for "Commercial General Liability" and "Automobile Liability"). Contractor shall provide proof of insurance of not less than the following amounts as determined by the County:

☒ Required by County ☐ Not required by County.

Minimum Limits:

☐ Oregon Financial Responsibility Law, ORS 806.060 ($25,000 property damage/$50,000 bodily injury $5,000 personal injury).
☒ $500,000 Per occurrence limit for any single claimant; and
☒ $1,000,000 Per occurrence limit for multiple claimants
☐ Exclusion Approved by Risk Manager

B. ADDITIONAL INSURED. The Commercial General Liability insurance required under this Contract shall include Marion County, its officers, employees, and agents as Additional Insureds but only with respect to Contractor's activities to be performed under this Contract. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

C. NOTICE OF CANCELLATION OR CHANGE. There shall be no cancellation, material change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without 30 days written notice from this Contractor or its insurer(s) to County. Any failure to comply with the reporting provisions of this clause shall constitute a material breach of Contract and shall be grounds for immediate termination of this Contract by County.

CERTIFICATE(S) OF INSURANCE. Contractor shall provide to County Certificate(s) of Insurance for all required insurance before delivering any Goods and performing any Services required under this Contract. The Certificate(s) must specify all entities and individuals who are endorsed on the policy as Additional Insured (or Loss Payees). Contractor shall pay for all deductibles, self-insured retention, and self-insurance, if any.

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MARION COUNTY
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EXHIBIT D - SPECIAL CONTRACT PROVISIONS

D.1 RESPONSIBILITIES OF OWNER

D.1.01 Owner's Project budget shall include contingencies for design, bidding, changes in the Work during construction, and other costs described below.

D.1.02 Owner, at Owner's sole option, may retain an inspector to inspect the Project in order to protect Owner's interests. The costs of the inspector are to be paid by Owner and the inspector shall serve at the pleasure of Owner. When retained by Owner, the inspector's duties are not to be interpreted as conflicting with the duties of Consultant or relieving Consultant of any responsibility or duty incurred under this Contract, nor may the inspector act as Consultant's agent.

D.1.03 Owner shall be responsible for payment of all plan check fees, review fees, permit fees, taxes, development charges, or any other costs related to obtaining governing bodies' approval for construction of the Project.

D.2 PROJECT RESPONSIBILITIES

D 2.01 Consultant shall prepare a schedule of its activities through all phases of the Project. Consultant shall schedule and prepare agendas for all meetings which involve Consultant's Services. Consultant shall chair such meetings and shall record and distribute minutes, in a format and level of detail acceptable to Owner, of decisions and actions to attendees.

D.2.02 Consultant shall confirm firsthand, through site investigations of the observable circumstances and existing conditions, the critical issues that may impact design criteria and shall not rely solely on furnished As Built documents. Consultant shall practice the standard of care in use of the combination of As Built drawings and field data collection which, if used solely for the design process without confirmation, create conflicts on site.

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EXHIBIT E - CRITICAL DATE SCHEDULE

Schedule of Deliverables

PHASE 1 – GENERAL ENGINEERING SERVICES	
Task 100 – Project Management	Monthly
Task 101 – Public Outreach and Land Use	
Task 102 – Land Acquisition and Relocation Services	
Task 103 – Financial Consultant Services	18 months from NTP
PHASE 2 – BROOKS-HOPMERE WASTEWATER IMPROVEMENT PROJECT	
200 - BROOKS – HOPMERE WASTEWATER STUDY	
Task 200.1 – Project Management	
Task 200.2 – Data Acquisition & Facility Tours	1 month from NTP
Task 200.3 – Project Planning	1 month from NTP
Task 200.4 – Existing Facilities Evaluation	2 months from NTP
Task 200.5 – Need for System Improvements	
Task 200.6 – Collection System Alternatives Evaluation	5 months from NTP
Task 200.7 – Treatment Plant Alternatives Evaluation	5 months from NTP
Task 200.8 – Proposed Projects (Recommended Alternatives)	6 months from NTP
Task 200.9 – Draft and Final WWFPS	8 months from NTP
PHASE 3 – BROOKS-HOPMERE DRINKING WATER IMPROVEMENT PROJECT	
300 - BROOKS – HOPMERE WATER STUDY	
Task 300.1 – Project Management	
Task 300.2 – Data Acquisition & Facility Tours	1 month from NTP
Task 300.3 – Project Planning	1 month from NTP
Task 300.4 – Existing Facilities Evaluation	2 months from NTP
Task 300.5 – Need for System Improvements	
Task 300.6 – Storage Alternatives	4 months from NTP
Task 300.7 – Distribution System Recommendations	4 months from NTP
Task 300.8 – Community Well Evaluation	4 months from NTP
Task 300.9 – Connecting to Neighboring System	4 months from NTP
Task 300.10 – Recommendations	6 months from NTP
Task 300.11 – Draft and Final Water Feasibility Study	8 months from NTP

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301 - BROOKS – HOPMERE WATER PRELIMINARY ENGINEERING	
Task 301.1 – Project Management	
Task 301.2 – Topographical Survey	6 weeks from Amendment 1 NTP
Task 301.3 – Preliminary Engineering Report	
Task 301.4 – Geotechnical Investigation	6 weeks from Amendment 1 NTP
Task 301.5 – 50% Design	
302 - BROOKS – HOPMERE WELL WATER RIGHTS	
Task 302.1 – Preliminary Assessment of Water Rights and Wells	12 months from Amendment 3 NTP
Task 302.2 – On-Call Services for Well Siting/Water Rights Transfer Feasibility (Additional Sites)	
Task 302.3 – Fees and Direct Expenses	
303 - BROOKS – HOPMERE FINAL DESIGN	
Task 303.1 – Project Management	5 months from Amendment 5 NTP
Task 303.2 – 90% and 100% Design	5 months from Amendment 5 NTP
Task 303.3 – Bidding Support	
304 - BROOKS – HOPMERE CE&I	
Task 304.1 –Construction Services	6 months from Amendment 5 NTP

MARION COUNTY
STANDARD PROFESSIONAL SERVICES CONTRACT

EXHIBIT F - RATE SCHEDULE

Keller Associates	Hourly Rate*
Project Engineer I	$137
Project Engineer II	$180
Project Engineer III	$260
Project Manager I/II	$189
Project Manager III	$260
Structural Engineer I/II	$180
Structural Engineer III	$260
Chief Engineer / Chief Structural Engineer	$325
CAD I/II	$137
CAD III	$175
CAD Manager	$200

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Electrical Controls I/II	$180
Electrical Controls III	$260
Principal	$335
Surveyor I/II	$158
Surveyor III	$194
Field Representative	$175
Engineering Student	$85
Administration I	$95
Administration II	$131

**Rates reported are for 2025. Rates updated annually in January.*
Reimbursable Expenses at Cost x 1.05

SUB-CONSULTANT RATE SCHEDULE**	
Land Acquisition and Relocation	Maximum Hourly Rate*
Principal	$332
Project Manager	$163
Project Control Specialist	$121
Financial Analysis	Maximum Hourly Rate*
Principal	$295
Project Manager	$220
Staff Analyst	$155
Administration	$95
Land Use & Planning	Maximum Hourly Rate*
Principal in Charge	$215
Project Manager	$241
Planner	$147
Project Associate	$115
Project Admin/Assistant	$105
Hydrogeologist	Maximum Hourly Rate*
Principal	$280
Supervisor	$235

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Manager	$200
Consultant	$185
Staff Geologist	$150
GIS/Graphics/Database	$175
Editor/Documents	$145
Project Admin	$120

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Surveying		Maximum Hourly Rate*
PLS Office Technician		$160
One Person Field Crew		$170
Project Surveyor		$170
Two Person Field Crew		$190
Survey Technician		$140
Geotechnical		**Maximum Hourly Rate***
Senior Principal		$284
Principal Engineer		$265
Principal Engineering Geologist		$238
Senior Associate Engineer		$227
Associate Engineer		$217
Project Manager II		$215
Project Manager I		$198
Engineering/Geological Staff III		$159
Engineering/Geological Staff II		$154
Engineering/Geological Staff I		$111
Senior Technician		$127
Field Technician II		$117
Field Technician I		$101
Senior Administrative Assistant		$106
Administrative Assistant		$102
Office Support		$90
EQUIPMENT/OTHER SERVICES		
Falling Weight Deflectometer	Daily	$2,450
Ground Penetrating Radar, Vehicle Mounted	Daily	$1,750
Global Positioning System (Differential)	Daily	$125
Dynamic Cone Penetrometer	Daily	$120
Hand Auger	Daily	$38
Drone Flight Services	Hourly	$245
Drone Hardware & Flight Fee	Daily	$160

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Nuclear Densometer	Daily	$85
Lab: #200 Wash	Each	$140
Lab: Atterberg Limits	Each	$250
Lab: In-Situ Dry Density and Moisture Content	Each	$55
Lab: Moisture Content	Each	$40
Lab: Proctor Moisture-Density	Each	$380
Lab: Sieve Analysis ¾-inch to 2-inch Max	Each	$380
Lab: Sieve Analysis <3/4-inch Max	Each	$330
Lab: Sieve Analysis > 2-inch Max	Each	$560
Lab: Soil Classification	Each	$45
Lab: Consolidation (Two Rebounds)	Each	$750
Lab: Specific Gravity of Coarse Aggregate	Each	$155
Specialty Software	Each	$250

**Rates reported are for 2025. Rates updated annually.*

***Sub-consultant Reimbursement Expense and Direct Labor at Cost x 1.10.*

Docusign Envelope ID: 771C26AF-7C6A-42CD-A321-C3DC7E9EDE2C

MARION COUNTY
STANDARD PROFESSIONAL SERVICES CONTRACT

EXHIBIT E - ASSUMPTIONS AND EXCLUSIONS

- Consultant shall be entitled to rely on the accuracy and completeness of the information provided by Owner, Owner's consultants and Contractors, information from public records, and information ordinarily or customarily furnished by others, including, but not limited to specialty Contractors, manufacturers, suppliers, and publishers of technical standards. This assumption applies to this task and subsequent tasks.

- Planning criteria will not be changed once established. Changing planning criteria may result in rework which can be completed as an additional service.

- Consultant's opinions of probable cost represent Consultant's judgment as an experienced and qualified design professional. Since Consultant has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Owner's and other contractor's methods of determining prices, or over competitive bidding or market conditions, the Consultant does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable cost prepared by the Consultant.

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SIGNATURE PAGE FOR
ARPA – BROOKS-HOPMERE DRINKING WATER IMPROVEMENT AND WASTEWATER PROJECT – PW-5182-22

Between
MARION COUNTY and KELLER ASSOCIATES, INC.

Except as expressly amended above, all other terms and conditions of the original contract are still in full force and effect. Contractor certifies that the representations, warranties and certifications contained in the original Contract are true and correct as of the effective date of this Amendment and with the same effect as though made at the time of this Amendment.

MARION COUNTY SIGNATURES
BOARD OF COMMISSIONERS:

_____
Chair Date

_____
Commissioner Date

_____
Commissioner Date

Authorized Signature: DocuSigned by: Brian Mcholas 9793BA7ACD6D443... 7/7/2025
Department Director or designee Date

Authorized Signature: DocuSigned by: Jan Fritz DC16351248DE4EC... 7/8/2025
Chief Administrative Officer Date

Reviewed by Signature: Signed by: Scott Norris 60C98A6F708240B... 7/8/2025
Marion County Legal Counsel Date

Reviewed by Signature: DocuSigned by: E4592AF8CAA542C... 7/7/2025
Marion County Contracts & Procurement Date

KELLER ASSOCIATES, INC. SIGNATURE

Authorized Signature: _____
Date

Title: _____

MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: 07/23/2025

Department: Public Works

Title: Public Hearing for Franchise Application - Bio Clean Industries Corp

Management Update/Work Session Date: May 8, 2025 **Audio/Visual aids** ■

Time Required: 15 minutes **Contact:** Cory Swartwout **Phone:** 503-365-3178

Requested Action: Staff requests the Board to hold a public hearing for a new Franchise Application for a Transfer Facility

Issue, Description & Background: Bio Clean, with over 20 years of experience operating in Marion County, is partnering with Marion Environmental Services to treat medical waste collected in Marion County and other regions, following the closure of Reworld Marion, Inc. The company will use the Oregon Health Authority-approved OMW-1000 machine to convert medical waste into solid waste, which will then be transferred to a DEQ-approved solid waste facility.

Financial Impacts: TBD

Impacts to Department & External Agencies: Continues the processing of medical waste within Marion County.

List of attachments: PowerPoint, Franchise Application, OHA Approval Letter, OMW-1000 Brochure

Presenter: Brian May

Department Head Signature: Brian Nicholl

Bio Clean Industries Corp.
Franchise Request

Marion County
OREGON

Public Hearing
July 23, 2025

Franchise Request Process

Marion County Solid Waste Code

- 8.05.240 Issuance of a franchise
  - A. Board shall review applications
    - Reviewed May 8th Work Session
    - Public Hearing Scheduled

Franchise Request Process

Marion County Solid Waste Code

- 8.05.240 Issuance of a franchise
  - B. Public Hearing posted
    - Two Locations
      - Marion County Courthouse
      - Statesman Journal
    - Published twice
      - June 26th
      - July 16th

Franchise Request Process

Marion County Solid Waste Code

- 8.05.240 Issuance of a franchise
  - C. Public Hearing
    - Staff testimony
    - Applicant
    - Any franchise holders
    - Public
    - Any submitted written testimony

Franchise Request Process

Marion County Solid Waste Code

- 8.05.240 Issuance of a franchise
  - D. Board shall make findings
    - Based upon
      - The application
      - Written & oral testimony
      - Documentary evidence
    - Grant or deny the application

Franchise Request Process

Marion County Solid Waste Code

- 8.05.240 Issuance of a franchise
  - E. Granting franchise
    - Order received granting franchise
      - Applicant shall enter into a written franchise agreement with Marion County

Franchise Request

Bio Clean Franchise Request Received – April 25, 2025

- ✓ Application Fee
- ✓ Completed Application
  - ✓ Applicant Information
  - ✓ Franchise Details (Type, Service, and Area)
  - ✓ Experience & Qualifications
  - ✓ Insurance Requirements
  - ✓ Transfer of Francise (if applicable)
  - ✓ Fee Payment Confirmation
  - ✓ Certification and Signature

Franchise Request

Bio Clean Industries Corp

- Requesting a New Franchise
- Transfer Facility
- Service Area – All of Marion County
  - Treatment of medical waste produced in Marion County
  - As well as medical waste collected in other counties
  - Marion Environmental Services holds the franchise to collect medical waste within Marion County

Franchise Request

Bio Clean Industries Corp

- Marion Environmental Services holds the franchise to collect medical waste within Marion County
  - Medical waste will be delivered to Bio Clean for processing
    - This material was processed by Reworld Marion prior to closure December 31, 2024

Franchise Request

Bio Clean Industries Corp

- 20+ years of experience in industry
  - Applicant obtained a conditional use permit for treatment & transfer of medical waste
  - Oregon Health Authority – Approval of treatment process

Franchise Request

Bio Clean Industries Corp

- Proof of Insurability
  - Liability insurance
    - At least $500,000 per occurrence, combined single limit for personal injury and property damage
    - Marion County listed as additional insured
    - Policy must require 30 days' prior written notice

Staff Recommendations

Marion County
OREGON

Based on information provided and obtained, staff recommends issuance of the franchise to Bio Clean Industries Corp.

Marion County Public Works Environmental Services
Solid Waste Management
Application for Franchise Form - Instructions
(MCC 8.05.220–8.05.360)

Application Fee: A non-refundable fee of $250.00 must accompany this application form.

Required Documentation: Attach all supporting documents, including letters of recommendation, proof of experience, proof of insurability, surety bond documentation (if applicable), transfer letters, and any other necessary materials. Provide any additional documentation or information as requested by the Marion County Public Works Department.

Notification: The Applicant will be notified of a public hearing date (MCC 8.05.240).

Note: *Incomplete submissions may result in delays or rejection of your application.*

Submission: Submit the completed application form, along with all required documentation and fees, to the Marion County Public Works Department at:

Marion County Public Works
ATTN: Environmental Services
5155 Silverton Rd NE
Salem, OR 97305

Application Form Requirements:

- **Section 1 - Applicant Information**
  - Name, address, contact information, business name (if applicable).
  - Applicant can be an individual or a partnership/corporation/LLC.
  - If applicant is going to operate under a trade name different from the applicant's name, please specify.
- **Section 2 - Franchise Details (Type, Service Provided, and Service Area):**
  - Specify the type of franchise (e.g., New Franchise, Transfer, etc.).
  - Specify the service provided (e.g., Collection, Disposal, or Transfer Facility).
  - Provide details about the proposed service area (area the applicant intends to cover and customer list, if applicable).

- **Section 3 - Experience and Qualifications:**
  - Include letters of recommendation.
  - Provide a summary of relevant experience in solid waste management.
- **Section 4 – Insurance Requirements:**
  - Attach proof of liability insurance with a minimum coverage of $500,000.
  - Marion County must be listed as an additional insured on the policy.
- **Section 5 - Transfer of Franchise (if applicable):**
  - If the application involves a transfer of an existing franchise, attach a letter of release or transfer from the current franchise holder.
- **Section 6 - Fee Payment Confirmation**
- **Section 7 – Certification and Signature**

Marion County Public Works Environmental Services
Solid Waste Management
Application for Franchise Form
(MCC 8.05.220–8.05.360)

Complete All Sections: Fill out every section of the application form accurately. Refer to form instructions for how to submit.

Section 1 – Applicant Information

Applicant Name:

Chad Robinson

Business/Trade Name (if applicable):

Bio Clean Industries Corp

Address:

Street:	PO Box 4043				
City:	Salem	State:	OR	ZIP:	97302

Contact Person (if different from Applicant Name):

Name:	Margaret Gander-Vo
Title:	Attorney

Contact Information:

Office Phone:	503-399-1070	Cell Phone:	503-485-4271
Email Address:	Margaret@sglaw.com		

Section 2 – Franchise Details

1. **Type of Franchise Requested (Check one):**

   ■ New Franchise
   ☐ Transfer of Existing Franchise
   ☐ Renewal (if applicable)
   ☐ Exemption Request (see separate instructions below)

2. **Type of Service Provided (Check one):**

   ☐ Collection
   ☐ Disposal
   ■ Transfer Facility

3. **Service Area Description:**
   (Provide a detailed description of the geographic area where you intend to operate)

   The applicant will be treating the medical waste produced in Marion County and collected by Marion Environmental Services, as well as treating medical waste collected in other counties.

4. **Existing Franchisee Service Area:**

   If requesting a franchise in a service area currently served by an existing franchisee, please explain and attach documentation showing that the current franchisee has not or is not willing to provide the required solid waste management service:

   The applicant will be working with Marion Environmental Services to collect medical waste, which will be treated and then transferred to the existing solid waste franchisee. The applicant is filling a needed treatment and transfer service due to the decommissioning of the Reworld Incinerator.

5. **For Collection Franchises Only:**

☐ I have a majority of the service accounts in the proposed area. (Please attach a current list of customers served in the area.)

☐ I have available collection vehicles, equipment, facilities, and personnel sufficient to meet the standards of equipment and service established by applicable law.

Section 3 – Experience and Qualifications

1. **Experience Statement:**

Describe your background and experience in providing solid waste management services and ensuring compliance with relevant local, state, and federal laws. (Attach any relevant documentation or additional explanation).

The applicant has been operating within and around Marion County for more than 20 years in compliance with the applicable rules and regulations. The applicant recently obtained a conditional use permit that will allow it to provide treatment and transfer services for medical waste. The applicant was previously collecting this waste and delivering it to the Reworld incinterator, however, upon approval of the conditional use permit and with forth coming DEQ approval, the Applicant will be treating the collected medical waste, converting it to solid waste using the OMW-1000 machine which has been approved by OHA.

The new components of the applicant's activities will be substantially similar to the activities the applicant was previously engaged in, meaning that the skills and experience associated with the applicant's previous operations are equally applicable in this setting.

2. **Letters of Recommendation:**

☐ **I have** attached the required letters of recommendation.
(If not, please explain below:)

The applicant has been operating a similar use in the vicinity for a significant period of time without a need for a franchisee agreement. The applicant is adding an additional component to that use, but has a demonstrated track record of compliance with the applicable health and safety regulations. The applicant's experience speaks for itself.

3. **Surety Bond (If applicable):**

■ I acknowledge that if my experience is deemed insufficient, I may be required to post a surety bond in the amount of **$50,000** to guarantee full and faithful performance of all duties and obligations. (Attach any relevant documentation or additional explanation.)

Section 4 – Insurance Requirements

1. **Proof of Insurability:**

I understand that I must obtain and maintain, or demonstrate the ability to obtain, liability insurance with at least a **$500,000 per occurrence, combined single limit** for personal injury and property damage (or a greater amount if required by the board).

- The policy must include Marion County as an additional insured.
- The insurance policy must provide for at least **30 days' prior written notice** to the county before cancellation, termination, amendment, or expiration.

■ I have attached my Certificate of Insurance (or other proof of insurability).

Section 5 – Transfer of Franchise (If applicable)

1. **Transfer Request Documentation:**

For applicants requesting a transfer of an existing franchise, attach a letter from the current franchise holder or other legal documentation showing the applicant's right to the franchise.

☐ Documentation attached

Section 6 – Fee Payment Confirmation

1. **Application Fee (except for exemptions)**

I hereby certify that a non-refundable fee of **$250.00** is enclosed with this application.

■ Fee enclosed

2. **Exemption fee:**

If applying for an exemption, a non-refundable fee of **$50.00** is required.

☐ Fee enclosed

3. **Make checks payable to (cash and credit are not accepted):**

   Marion County Public Works
   5155 Silverton Rd NE
   Salem, OR 97305

Section 7 – Certification and Signature

By signing below, I certify that the information provided in this application is true and complete to the best of my knowledge. I understand that any misrepresentation or omission may be grounds for the denial of this application or subsequent revocation, suspension, or modification of the franchise. I agree to abide by all applicable provisions of the chapter, including compliance with all local, state, and federal laws and regulations.

Printed Name:	Chad Robinson
Signature:	Chad Robinson Digitally signed by Chad Robinson Date: 2025.04.15 18:00:04 -07'00'
Title (if applicable):	President
Date:	04/15/2025

FOR OFFICE USE ONLY

Date Received: 04/25/2025

Reviewed By: Cory Swartwout

Amount Received: $250.00

Check No.: 64660

Comments: Application is complete and Certificate of Insurance was provided.

Action:

Approved: ☒ Denied: ☐ Incomplete: ☐

PUBLIC HEALTH DIVISION
Acute and Communicable Disease Prevention
Tina Kotek, Governor

Oregon Health Authority

800 NE Oregon Street, Ste 772
Portland, Oregon 97232
Voice: 971-673-1111
Fax: 971-673-1100

2 October 2024

Peter A. Jude
Executive Vice President / COO
200 Birch Ave South
Maple Lake, MN 55358-0304

Dear Mr. Jude:

Thank you very much for your application with regard to the OMW-1000 as an alternative method for processing infectious waste in Oregon, which includes "biological waste," "cultures and stocks," "pathological waste," and "sharps" (https://www.oregonlegislature.gov/bills_laws/ors/ors459.html).

We are revising our previous non-approval of the OMW-1000 to **approve it only for processing biological waste**, **cultures & stocks**, **and Sharps**.

"Biological waste" includes blood and blood products, excretions, exudates, secretions, suctionings and other body fluids that cannot be directly discarded into a municipal sewer system, and waste materials saturated with blood or body fluids, but does not include diapers soiled with urine or feces.

"Cultures & stocks" includes etiologic agents and associated biologicals, including specimen cultures and dishes and devices used to transfer, inoculate and mix cultures, wastes from production of biologicals, and serums and discarded live and attenuated vaccines. "Cultures and stocks" does not include throat and urine cultures.

"Sharps" includes needles, IV tubing with needles attached, scalpel blades, lancets, glass tubes that could be broken during handling and syringes that have been removed from their original sterile containers. Please note that "Syringe" means an instrument for the injection of medicine or the withdrawal of body fluids that consists of a hollow barrel fitted with a plunger and a hollow needle.

Therefore, your application is approved under the following conditions:

1. All waste generators using the OMW-1000 must make a hazardous waste determination. https://www.oregon.gov/deq/FilterDocs/HWDetermination.pdf.

2. The OMW-1000 will be used only to process "Biological Waste", "Cultures & Stocks" and "Sharps;" **pathological waste SHALL NOT be treated with this system in Oregon**; In Oregon, "(1) Pathological wastes shall be treated by incineration in an incinerator that provides complete combustion of waste to carbonized or mineralized ash. The ash shall be disposed of as provided in rules adopted by the Environmental Quality Commission. However, if the Department of Environmental Quality determines that incineration is not reasonably available within a wasteshed, pathological wastes may be disposed of in the same manner provided for cultures and stocks." ORS 459.395" (https://www.oregonlegislature.gov/bills_laws/ors/ors459.html). **You MUST consult with the Environmental Quality Commission and the Oregon Health Authority before attempting to treat any pathologic waste.**

3. **Chemotherapeutic, radioactive wastes, and vaccine vials of any kind are not to be processed in the OMW-1000.**

4. All waste must complete full cycles using the OMW-1000 in accordance with the Operations & Safety Manual, **which must explicitly indicate that no pathological waste is to be treated with the OMW-1000 in Oregon.** Failure to complete a full cycle will necessitate re-treatment until a full cycle is completed. Waste resulting from partial cycles will be handled and transported as infectious waste.

5. The OMW-1000 shall not be used for treating prions.

6. All records emanating from process monitoring, including tests of efficacy using accepted microbiological methodologies, shall be maintained and available for OHA review for a period of not less than one year. Efficacy testing is to be performed according to the instructions submitted for approval of this process. Spore testing will be conducted every 30 days of operation as a minimum.

7. OHA reserves the right to require periodic tests of efficacy should concerns arise regarding the level of disinfection attained when in actual use within the state.

8. This approval applies only to waste processed by the facility responsible for operating the system. Should use of the process qualify as a waste transfer station, approval for its use must be obtained from the Oregon Department of Environmental Quality (DEQ). If treated infectious waste is to be handled by Metro, information must be obtained regarding their requirements for such waste.

9. Disposal of effluent from the system shall be at the discretion of the waste treatment authority receiving the effluent.

10. Any changes in operating procedures or equipment must be approved by OHA prior to their implementation in Oregon.

11. Any discharges into the air or water and disposal of any solid waste resulting from the system must meet the requirements of the laws and administrative rules of the DEQ.

12. This approval will not preclude requirements for special accommodations for wastes treated with this system by solid waste personnel responsible for transportation, transfer stations and/or disposal sites.

13. This approval of the process and technology shall not be construed by any party as an endorsement of the system.

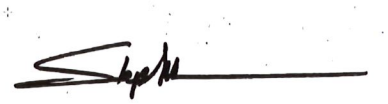
14. Any facility installing this system must notify OPHD in writing of that fact. Such notification must include expected date of beginning operation and a statement that the system will be used only for **biological**, **cultures and stocks, and Sharps** processed by that facility. **A prominent insert within in the OMW-1000 Operations and Safety Manual must explicitly state that it is illegal for the OMW-1000 to process or treat pathological waste in Oregon.**

15. Failure to abide by any of these conditions may result in revocation of this approval.

Please feel free to contact me with any questions or concerns.

CC Ellie Brown, Jaclyn Palermo, Steve Siegel – Oregon DEQ
Paul Cieslak, Medical Director, Acute and Communicable Disease Prevention Section

Thank you very much.



Stephen G. Ladd-Wilson
Electronic Reporting, Infectious Waste, & Administrative Rules Manager
Public Health Division
800 NE Oregon St, Suite 772
Portland, OR 97232
STEPHEN.G.LADD-WILSON@oha.oregon.gov
main office 971.673.1111
fax 971.673.1100

HELPING YOU DO **NO HARM**

APPROVED TECHNOLOGY

PATENTED

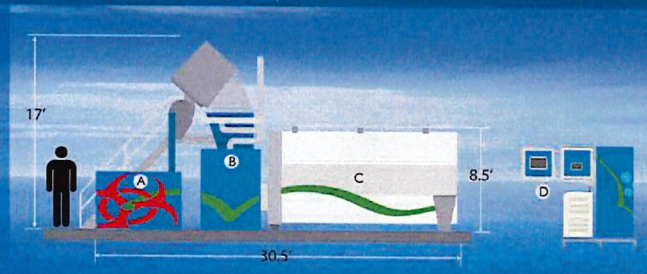
Clean Waste Systems OMW-1000

OZONE MEDICAL WASTE SYSTEM

- Easy to install
- Easy to operate
- Easy to own - flexible aquisition options
- Safe for the environment
- Safe for the community
- Safer and cleaner operation for employees
- Greatly reduced handling
- Volume reduction up to 90%
- Simple operation - no specialized training

The system

A. Bin/Loading system. B. Shredding system. C. Treatment/Transfer container. D. Ozone generator / Control system



Facility Managers and Executives

In addition to providing immediate cost savings and improved employee safety, the Clean Waste Systems OMW-1000 greatly enhances your organizations sustainability initiatives. This environmental leadership also creates a positive public image that is recognized by environmental groups, local communities and the media. If you are curretnly using a hauling service, do you know if they are using sustainable mehtods?

Technology Comparison

	Clean Waste OMW-1000	Incineration	Autoclave	Chemical	Microwave	Other Ozone
Energy used	very low ✓	high	high	med	high	med
Ease of operation	high ✓	low	low	low	low	med
Safety	high ✓	low	low	low	low	high
Cost of operation	low ✓	high	high	high	high	med
Environmental impact	low ✓	high	high	high	high	low
Odor	no ✓	yes	yes	yes	yes	no
Process	continuous ✓	batch/cont.	batch/cont	batch	continuous	batch
Effluent	none ✓	none	yes	yes	none	yes

A company with a mission.

Clean Waste Systems is a privately held company headquartered in Fargo North Dakota and is the designer, manufacturer, parts and service company for the OMW-1000 Medical Waste Processing System in the United States and foreign markets. Clean Waste Systems specializes in the design and development of ozone-based technologies using Humidizone™ for its sterilization and sanitation processes. The Clean Waste Systems OMW-1000 is the latest design in new technology for waste treatment related to the medical industry. This system is a stand-alone system using "patented" technology to provide complete sterilization of bio-hazardous waste with zero emissions and low energy usage. Clean Waste Systems provides marketing, sales, installation and service maintenance contracts for products sold in the United States. And manufacture support for its international distributors. Our mission is to be the premier professional provider of innovative technologies that assists the healthcare industry in meeting their goals of sustainability and safety.

CleanWasteSystems.Com 877-478-5195

3535 Plymouth Blvd. • Suite 112 • Minneapolis, MN 55447 • USA

Clean Waste SYSTEMS

IS YOUR WASTE PLAN REALLY DOING **NO HARM?**

Clean Waste SYSTEMS



we have a PROBLEM

The use of Incineration and autoclaves in the treatment of medical waste does not allow health care providers to fulfill the medical ethic to "first do no harm." It is their responsibility to manage medical waste in ways that help protect the public and the environment. The growing awareness of increasing waste output and the negative effects on the environment is resulting in unmatched efforts and legislation to curb this problem. At the top of this list will be the reduction in pollutants caused by the processing of bio-hazardous waste. In the United States alone, almost a half of a million tons of this waste is generated annually. Most of this waste is either incinerated or autoclaved. While incineration causes unacceptable levels of toxins, autoclaves create horrific smells and water runoff. One ton of medical waste incinerated produces one ton of greenhouse gases and autoclaves squander our valuable natural resources. And with recently initiated EPA regulations and more to come in the near future, the pressure is on medical facilities and third party processors to either substantially upgrade current disposal systems or find viable alternatives.





Breakthrough SOLUTION for the ENVIRONMENT

The **Clean Waste Systems OMW-1000** is the latest design in new technology for waste treatment related to the medical industry. This system is a stand-alone system using "patented" technology to provide complete sterilization of bio-hazardous waste with zero emissions and low energy usage. The **OMW-1000** is a sustainable technology. By using this technology, we no longer need to put the environment of our future generations at risk. Using only ambient air, a small amount of water and a little electricity, our unique technology has a very small environmental footprint.

HOW IT WORKS

1. Bio-hazardous waste is carted directly to the Clean Waste Systems OMW-1000 for processing. This highly efficient method of transferring this dangerous material eliminates the need for refrigeration and special packaging as required for typical haul-away disposal programs, and greatly reduces handling.
2. A Waste cart is automatically hoisted and dumped onto an industrial strength shredding mechanism substantially reducing the volume of the waste.
3. This process insures materials are reduced to a size optimized for effective decontamination. The material is exposed to Humidizone™ for ODOR CONTROL. Exposure to the Humidizone™ continues in the shredding system to pre-treat the waste.
4. The shredded waste is then transferred to a sealed treatment bin/transport container where Humidizone™ treatment is applied to ensure effective sterilization.
5. After processing, the ozone is then converted back into oxygen and harmlessly released into the air. The filled container can then be safely hauled to a solid landfill where it is emptied and returned for another load.











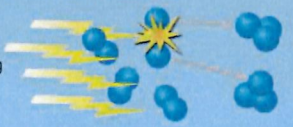


Using the natural power of OZONE

Ozone, (O3), sometimes called "activated oxygen", contains three atoms of oxygen rather than the two atoms we normally breathe. Ozone is the second most powerful sterilizer in the world and can be used to destroy bacteria, viruses and odors. Interestingly ozone occurs quite readily in nature, most often as a result of lightning strikes that occur during thunderstorms. In fact the "fresh, clean, spring rain" smell that we notice after a storm most often results from nature's creation of ozone.

HOW THE OMW-1000 USES OZONE

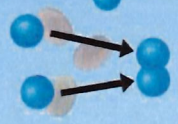
Oxygen molecules are electrically charged, splitting some apart. The split atoms then attach to remaining oxygen molecules and form OZONE.



An atom from the unstable OZONE then splits to attack and destroy pathogens.



After the pathogens cell walls are destroyed the rogue atoms reattach themselves and return to OXYGEN.



ZERO TOXIC EMISSIONS



The unrecognizable sterilized waste is then safely hauled to a municipal landfill.



improve your BOTTOM LINE immediately

Unlike many other green technologies, the Clean Waste Systems **OMW-1000** combines environmental leadership with lower cost of operation resulting in immediate impact on your bottom line.

- Greatly reduced energy consumption
- Reduced paperwork
- Reduced liability
- Predictable budgeting
- Improved financial controls
- No special packaging or handling
- No refrigeration required

types of waste PROCESSED

- Biohazardous/Infectious (red bag) Waste
- Cultures and stocks of infectious agents and associated biologicals
- Liquid human and animal waste, including blood and blood products and body fluids
- Pathological Waste
- Contaminated waste from animals
- Sharps
- Suction Canisters
- Household/Solid waste (i.e. hospital ward or kitchen waste, etc.)

Clean Waste SYSTEMS

CleanWasteSystems.Com 877-478-5195

MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: July 23, 2025

Department: Public Works

Title: Public Hearing to consider appeal of Hearings Officer decision denying Conditional Use 24-028/Marvin Klopfenstein

Management Update/Work Session Date: N/A **Audio/Visual aids** ☐

Time Required: 20 min **Contact:** Austin Barnes **Phone:** 503-566-4174

Requested Action: Receive testimony on appeal and approve or deny Conditional Use 24-028/Marvin Klopfenstein. Options for consideration: 1. Close the public hearing and approve the request. 2. Close the public hearing and deny the request. 3. Continue the public hearing to a date certain. 4. Close the public hearing and deliberate at a later date. 5. Remand the request to the hearings officer for further consideration.

Issue, Description & Background: Conditional Use 24-028 was for a commercial use in conjunction with farm use to operate a mulching service on a 9.72 acre parcel in an Exclusive Farm Use zone located at 5711 Brooklake Rd NE. The Planning Director approved the application which was subsequently appealed. On January 30, 2025 the Hearings Officer held a hearing with an open record and issued a decision on March 28, 2025 denying the request.

Applicants appealed the Hearings Officer's decision to the Board of Commissioners with a statement and appropriate filing fee. The Board chose to accept the appeal and now a hearing must be held.

Financial Impacts: None

Impacts to Department & External Agencies: None

List of attachments: Appeal, Hearings Officer Decision

Presenter: Austin Barnes

Department Head Signature: for Brandon Reich

RECEIVED
25 APR 14 P3:23
MARION COUNTY CLERK

RECD APR 16 2025

Saalfeld Griggs PC

April 14, 2025

VIA HAND DELIVERY:

Marion County Board of Commissioners
c/o Marion County Clerk
555 Court St NE, 2nd floor
Salem, OR 97301

RE: Appeal of Hearing Officer's Decision (CU 24-028)
Our File No: 44510-00001

Dear Honorable Commissioners:

My office represents Marin W. Klopfenstein, the property owner and applicant (the "***Applicant***") in the matter regarding Conditional Use 24-028 to operate a mulching service as a commercial activity in conjunction with farm use (the "***Application***") at 5711 Brooklake Rd NE, Salem (the "***Subject Property***"). Applicant's primary business is Mountain View Tree Service LLC. However, the proposed commercial activity on the Subject Property is the mulching operation. Applicant brings wood by-products obtained from Mountain View Tree Service to the Subject Property to be turned into mulch. The mulch is then delivered to local farm operations, including but not limited to cattle operations.

We submit this appeal of the Marion County Hearings Officer Order dated March 28, 2025, denying the Application (the "***Decision***"). This appeal is also supported by Mr. L.G. Billy Dalto, Applicant's corporate counsel. This appeal is timely as it is submitted prior to 5 p.m. on April 14, 2025. Applicant was the Applicant below and therefore has standing to appeal. Applicant respectfully requests that the Marion County Board of Commissioners accept this appeal for the reasons set forth below and hold a hearing pursuant to MCC 17.119.160.

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1) **The Hearings Officer applied the incorrect standard and therefore erred as a matter of law in finding that the mulching operation is not essential to the practice of agriculture under MCC 17.136.060(D)(4).**

The Hearings Officer stated that the relevant question of law was "whether the commercial activity is something *particularly unique* to farm users and farm use practices." This standard is inconsistent with Oregon law. The *City of Sandy v. Clackamas County*, LUBA No. 94-10 (1994) cited several examples to show that there must be a close relationship to the proposed commercial activity with farm uses. However, the *City of Sandy* did not create a bright line rule that an activity used in an industry other than farming cannot qualify as a commercial activity in conjunction with farm use as a matter of law. Applicant does not need to establish that farmers do not have any alternatives or that there are not any non-farm uses for the mulch. Unlike in *City of Sandy*, there is substantial evidence in this Application, including affidavits from local farmers to support that the mulch is essential to their farm operations and testimony from the Applicant that there are no nonfarm customers. Applicant has more control over the distribution of the mulch because it is delivered to local farmers free of charge rather than sold to the public. Continued compliance could be ensured with a condition of approval limiting the amount of mulch delivered to nonfarm operations. The Hearings Officer's finding under MCC 17.136.060(D)(4) is inconsistent with Oregon law.

2) **The Hearings Officer applied the incorrect standard and therefore erred as a matter of law in finding that Applicant was not primarily a supplier of farm uses under MCC 17.136.060(D)(1).**

The Hearings Officer found this criterion was not met because that the mulching operation is not the true commercial activity and mulching "occur[s] only because of the Applicant's need to store and destroy debris related to Applicant's tree trimming business." The source of the wood-by products and lack of consideration is irrelevant. The relevant question is whether the mulch is primarily supplied to farm uses. As stated above, Applicant has provided substantial evidence in this Application, including testimony by Applicant that the mulch is not supplied to nonfarm operations. Applicant could dispose of the wood by-products from Mountain View Tree Service in a landfill. However, because of Applicant's ingenuity and value of community service, Applicant uses the by-products to create mulch that is essential to the practice of agriculture and then provides the mulch free of charge to local farm operations. As stated on page 5 of the Decision, 9% of the total area is used for storing logs, and the remaining 91% of the total area is used for the mulching operation. The Hearings Officer found that a significant area is used for the storage of vehicles for the tree trimming service. Applicant provided a vehicle inventory showing that of the 17 vehicles and equipment stored, only 5 are solely related to the storage of logs. Mulch is only produced four times a year, but the mulching operation occurs year-round. The mulching operation is the proposed commercial activity and the fact that Applicant receives the wood by-products from another facet of his business is irrelevant to whether Applicant is primarily a supplier of farm uses.

3) **The Hearings Officer erred in finding that the Applicant did not satisfy the criterion under MCC 17.136.060(A)(4).**

Applicant provided substantial evidence to demonstrate that pursuant to MCC 17.136.060(A)(4), any noise associated with the proposed use will not have a significant adverse impact on nearby land uses. Applicant intends to provide a noise study to further demonstrate that the proposed use will not have a significant adverse impact on surrounding land uses. Applicant also intends to provide a traffic

memorandum from a licensed traffic engineer to demonstrate that the traffic impacts from the proposed use will not produce significant adverse impacts but rather will be consistent with or less than the traffic impacts from surrounding uses.

For the reasons set forth above, Applicant respectfully requests that the Board accept this appeal and hold a hearing pursuant to MCC 17.119.160 in order to correct the errors of law and fact in the Decision.

Sincerely,

MARK D. SHIPMAN
mshipman@sglaw.com
Voice Message #310

L.G. BILLY DALTO
L.G. BILLY DALTO ATTORNEY AT LAW
billy@daltolaw.com

MDS/EAR:hst
cc: Client

BEFORE THE MARION COUNTY HEARINGS OFFICER

In the Matter of the Application of:	)	Case No. CU 24-028
	)	
MARVIN KLOPFENSTEIN	)	**CONDITIONAL USE**

CORRECTED to add effective date on page 18

ORDER

I. Nature of the Application

This matter comes before the Marion County Hearings Officer on the Application of Marvin Klopfenstein for a conditional use permit to operate a mulching service as a commercial activity in conjunction with farm use on a 9.72-acre parcel in an EFU (Exclusive Farm Use) zone located at 5711 Brooklake Rd. NE, Salem (T6S; R2W; Section 16; Tax lot 2100).

II. Relevant Criteria

Standards and criteria relevant to this Application are found in the Marion County Code, Title 17, especially Chapter 17.119 (Conditional Use) and Chapter 17.136 (Exclusive Farm Use).

III. Public Hearing

A public hearing was held on this matter on January 30, 2025. The Planning Division file was made part of the record, and includes pre-hearing submissions in opposition to the application received on January 28, 2025. These pre-hearing submissions include correspondence from Nicholas Rhoten on behalf of Adelman Peony Gardens, LLC, and from Terry Beilke. The following persons appeared and provided testimony at the hearing:

1.	Alex Seifer	Marion County Planning
2.	Mark D. Shipman	Attorney for Applicant
3.	Marvin Klopfenstein	Applicant
4.	Courtney Reed	Appellant / Opponent
5.	Roger Weddle	Appellant / Opponent
6.	Nicholas Rhoten	Attorney for Opponent Adelman Peony Gardens
7.	Steve Adelman	Opponent
8.	Chad Goffin	Marion County Code Enforcement

There was no objection to notice, conflict of interest, or jurisdiction.

The following documents were offered by Steve Adelman, and entered into the record as exhibits without objection:

Exhibit 1:	Photograph of Area with Trees (taken by Mr. Adelman)
Exhibit 2:	Photographs of truck on right of way (taken by Mr. Adelman)

The record was left open to allow additional submittals by the Applicant, Opponents, or interested parties. The following submittals were received, and are included in the record:

Open Record Submittal 1:	Steve Adelman Statement with Exhibits (Received February 5, 2025)
Open Record Submittal 2:	Applicant's Open Record Response 1 (Received February 7, 2025)
Open Record Submittal 3:	Applicant's Open Record Response 2 (Received February 6, 2025)
Open Record Submittal 4:	Additional Argument in Opposition to CUP 24-028 (Received February 14, 2025)
Open Record Submittal 5:	Additional Argument in Opposition to CUP 24-028 (Received February 19, 2025)
Open Record Submittal 6:	Final Submission by Applicant (Rebuttal) (Received February 27, 2025)

IV. Executive Summary

Applicant seeks a conditional use permit to operate a mulching service as a commercial activity in conjunction with farm use on a 9.72-acre parcel in an EFU (Exclusive Farm Use) zone located at 5711 Brooklake Rd. NE, Salem, Oregon. Applicant proposes to designate his mulch production operation as a commercial activity in the EFU zone. Applicant primarily operates an off-site tree service company, and stores logs and tree debris on the Subject Property. Applicant seeks a conditional use permit to produce mulch chips as a commercial activity and to provide the mulch to nearby agricultural operations.

Marion County Planning Director approved the Application with conditions of approval, and the approval was appealed by multiple interested parties. Based on new information, Marion County Planning acknowledged after the appeal that additional information was necessary and proposed additional conditions of approval.

Appellants and Opponent Adelman Peony Gardens, LLC and Steve Adelman challenged whether the Application established that the proposed commercial activity had a sufficient connection with farm use and was essential to the practice of farming. Opponents argue that the proposed commercial activity fails the Farm Impacts Test. Opponents also argue that the proposed commercial activity is secondary to a commercial non-farm use of the property in conjunction with Applicant's tree service company. Opponents further dispute whether an approval could be granted with a claim of ongoing violations that would not be cured by approval.

Applicant argues that the storage of logs, vehicles, and equipment is incidental to the mulching operation, and that the Applicant meets criteria to support a sufficient connection with

farm use. Applicant argues that there is sufficient evidence for Applicant to pass the Farm Impacts Test. Applicant agrees with and proposes conditions of approval.

Applicant does not provide sufficient evidence to support a determination that the commercial activity is primarily a supplier of farm uses and is essential to the practice of agriculture as required by Oregon law. While the Applicant is mindful of the concerns of his neighbors and is willing to accept conditions of approval to mitigate impacts, Applicant has not met the criteria to establish that the commercial activity would not have a significant adverse impact on nearby land uses, specifically with respect to MCC 17.136.060(A)(d) (noise associated with use).

The Application for Conditional Use for a mulching operation service as a commercial activity in conjunction with farm use is DENIED. Although providing mulch without cost upon the request of a rancher or nursery may benefit the those opertions to whom the mulch is provided, there is insufficient evidence to establish that the commercial activity is a customer or supplier of farm uses and that the mulching operation is essential to agriculture.

V. Findings of Fact

The hearings officer, after careful consideration of the testimony and evidence in the record, issues the following findings of fact:

1. The subject property is designated Primary Agriculture in the Marion County Comprehensive Plan. The major purpose of this designation and the corresponding EFU (Exclusive Farm Use) zone is to promote the continuation of commercial agricultural and forestry operations. The zoning does also allow for certain commercial activities conducted in conjunction with agriculture subject to certain conditions and criteria.

2. The property is located at 5711 Brooklake Rd. NE on the north side of Brooklake Rd. It is roughly a half mile east of the intersection of Brooklake Rd. and Hwy 99E. The property contains a dwelling, a couple accessory structures, and there is a substantial amount of tree debris and heavy machinery located on the property according 2023 aerial imagery of the property. Further review of available street imagery shows large logs stored on the property that are visible from the road. Behind a mound of dirt separating the outside of the homesite area is a farm field that encompasses the remainder of the parcel.

3. Surrounding uses are predominantly agricultural operations located on all sides except for the northern half of the west property line, which is next to residential parcels zoned Acreage Residential within the Brooks-Hopmere community. Commercial uses within Brooks-Hopmere are located half a mile down Brooklake Rd. where it intersects with Hwy 99E. Additionally, a dedicated right-of-way for 57th Ave NE (a non-county road) runs along the full extent of the western property line, but most of this right-of-way is not actively used for a roadway.

4. Soil Survey of Marion County Oregon indicates 100% of the subject property is composed of high-value farm soils.

5. Applicant is proposing to establish a mulching business as a commercial use in conjunction with agriculture on the subject property. The business operations would include the storage of woody debris to be turned into mulch, the production of the mulch on-site, and the storage of mulch.

6. Various agencies were contacted with the proposal and given an opportunity to comment.

Public Works Land Development and Engineering Permits (LDEP) requested that the following be included in the land use decision:

Requirements:

A. Within 30 calendar days from the date of full land use approval, obtain an Access Permit to permanently close the private driveway approach to Brooklake Road in favor of taking all access off 57th Avenue. Rationale is that the property already has two accesses from 57th Avenue, which is considered reasonable access, and furthermore, the Brooklake Road approaches measuring only 25 feet apart from each other do not meet spacing criteria for a Major Collector. Also under the Permit, widen the 57th Avenue approach with hot mix asphalt including broadening the radius flares since evidence indicates wide vehicle turns are dragging gravel onto the edge of Brooklake Road. Note: it will not be required to re-address the property to 57th Avenue.

Marion County Building commented: "No Building Inspection concerns. Permit(s) are required to be obtained prior to any development of structures and/or utilities installation on private property, if applicable."

Marion County Septic commented: "An authorization is required if there is any proposed connection to the existing system."

Marion County Code Enforcement commented that the application is to help resolve a code enforcement violation on the property.

Marion County No 1 Fire District provided comments with fire code requirements for the proposed commercial option. See enclosed comments.

All other commenting agencies stated no objection to the proposal.

7. Prior to the public hearing, Attorney Nicholas A. Rhoten submitted a statement in objection to the Application, which was included in the record, on behalf of Adelman Peony Gardens, LLC. Adelman Peony Gardens operates a farm directly across from the Subject Property, and noted disruptions to their farm practices resulting from Applicant's proposed operations.

8. Prior to the hearing, Terry Beilke submitted a statement addressing his concerns that the sale of the wood chips is a minimal portion of the income for Applicant and his concerns

about the use of an easement being used as a parking lot by Applicant's employees. Mr. Beilke states that the use of the property seems to be industrial in nature and notes the possible expansion of use on EFU property.

9. Marion County Planning Department, Alex Seifer, presented the Staff Report. Mr. Seifer noted that this Application was in response to ongoing code violations. Mr. Seifer stated the specific criteria in the Marion County Code for approval of the application, and stated that the Applicant met the conditions for approval with the proposed conditions of approval.

   New information received by Planning after the appeal was filed indicates that there are potential impacts to nearby farming operations, which require additional support from Applicant. The new information was related to the impact of noise on surrounding uses. Mr. Seifer indicated that the noise that should be considered is the noise of the entire operation as a whole, not just the noise related to periods of active mulching. Mr. Seifer addressed the "75-25" rule which has historically been recognized, specifically with respect to farm stand code, and examines whether at least 75% of use or revenue is dedicated to the commercial operations. In this case, Mr. Seifer indicated that 9% of the total area is used for storing logs, and 91% of the total area is used for mulching operations. In reply to the hearings officer's inquiry, Mr. Seifer stated that the area used for the storage of vehicles should be considered as part of the percentage dedicated to commercial activity, to the extent that the vehicles and equipment are used for the mulching operation, including equipment and vehicles used to move material.

10. Mark Shipman, attorney for the Applicant, requested approval of the Staff Decision, and stated that issues raised in the appeal and opposition have been addressed, and would be further addressed during an open record period.

11. Marvin Klopfenstein, Applicant, testified at the hearing. Mr. Klopfenstein testified about the operations at the Subject Property. Mr. Klopfenstein testified that his primary operation is Mountain View Tree Service, and that he does not consider the Subject Property as part of his primary operations. Mr. Klopfenstein testified that he grew up on a farm and is understanding of the Appellants and Opponents' positions. Mr. Klopfenstein testified that material from the tree service is deposited at the Subject Property and divided out to some non-farm uses (wood), and then the mulch production operations supply farm uses in the surrounding area. Mr. Klopfenstein testified that, unlike his competitors who burn or place debris in landfills, he is committed to using the product to benefit multiple farmers. Mr. Klopfenstein testified that he benefits local farming operations by providing mulch without cost. Mr. Klopfenstein testified that the issues that have arisen with use of the Subject Property have been alleviated with the installation of a berm, dust mitigation practices, and the fact that there will not be burning on the property. Mr. Klopfenstein also addressed loading and unloading on the roadway, and concerns with the access. Mr. Klopfenstein testified that the grinding is about 40-60 hours annually, and acknowledged that there is also chainsaw noise. Mr. Klopfenstein acknowledged that the equipment and vehicles do move in and out of the site in addition to the active mulching operation.

Mr. Klopfenstein testified that there will not be storage tanks on the property, and will not be spraying on the property. With respect to visual concerns, Mr. Klopfenstein testified that the concern of the property being an "eyesore" has been addressed by a berm and planting trees. With respect to parking issues on the easement, Mr. Klopfenstein testified that there will no longer be parking by his workers in the easement, and that he is committed to being a good neighbor to his neighbors' farming operations

12. Courtney Reed testified in opposition to the Application. Ms. Reed testified that the surrounding areas in which there are farming operations also have homes that are impacted by the noise at the Subject Property arising from the proposed conditional use. Ms. Reed testified that she is aware of the typical noise of a farming operation, including tractors and harvesters; however, the noise that is associated with the Applicant's operations far exceeds the anticipated and typical farm noise. Ms. Reed testified that the decibel level of the grinder and the excavators is exceedingly high and precludes quiet enjoyment of her property. Ms. Reed stated that her children and family are unable to be outside during noisy operations. Ms. Reed also questioned the actual time of active grinding as vague. Ms. Reed inquired whether the "four times per year" suggestion meant four days per year or four weeks per year. Ms. Reed also addressed her concern that the noise from the operation would impact property values to the detriment of surrounding properties.

13. Roger Weddle, Appellant, testified at the hearing. Mr. Weddle has lived near the Subject Property for over thirty years. Mr. Weddle inquired about the direction that the proposed conditional use would expand on the Subject Property. Mr. Weddle stated his concern for the high value soils in the area being impacted by the dust, water, and noise created by the proposed activity that could occur about 100 feet from his property. Mr. Weddle testified that the extreme property noise rattles his windows. Mr. Weddle testified that he does not believe that the vegetative berm will not protect his family from possible disease from tree debris from diseased trees. Mr. Weddle stated that the Staff Approval did not consider the impacts on surrounding properties.

14. Nicholas Rhoten, attorney for Adelman Peony Gardens, LLC, and Steve Adelman, presented his client's objections to the Application. Adelman Peony Gardens is located across Brooklake Road from the Subject Property. Mr. Rhoten raises four arguments: (1) The Application lacks a sufficient connection to farm uses and is not essential to the practice of farming. (2) The proposed activity is not as characterized by the Applicant and is actually a commercial, non-farm use of the property in which the mulching operation is secondary. (3) The Application fails the Farm Impacts Test. (4) The Application should be denied based upon ongoing violations that would not be cured by approval of the Application.

15. Steve Adelman testified at the hearing. Mr. Adelman, member of Adelman Peony Gardens, LLC, operates the farming operations across Brooklake Road from the Subject Property. Mr. Adelman testified that noise from the activities at the commercial operations are audible over one-half mile away. Mr. Adelman states that the noise from the Subject Property impacts nearby farming operations. Mr. Adelman also addressed negative impacts of use of accessways by Applicant's vehicles. Mr. Adelman submitted the

photographs taken by him on the date of the hearing that were admitted as Exhibits 1 and 2. The first photograph shows an intersection and the second shows a vehicle on neighboring properties. Mr. Adelman addressed noise consideration, and the possible trespass to neighboring properties based upon Mr. Beilke's submission.

16. In addressing the "easement" described by Mr. Beilke's letter and Mr. Adelman's testimony, Marion County Planning Alex Seifer clarified that there is not an "easement" but a dedicated county right of way. There is a public right of way, but not an easement.

17. Marion County Code Enforcement Officer Chad Goffin testified at the hearing. Mr. Goffin testified that he wanted to testify after hearing testimony presented at the hearing. Mr. Goffin testified about his belief that Mr. Klopfenstein did not respond to his correspondence. Mr. Goffin testified about the events leading up to the citation issued to Applicant arising out of his use of the property which led to Applicant's seeking conditional use of the property. Mr. Goffin addressed the multiple attempts to contact Applicant about code enforcement issues regarding the property. Mr. Goffin stated that Applicant told him he would be removing the equipment from the Subject Property and would consider purchasing alternate property with zoning to allow the proposed use. Mr. Goffin testified that he did not recall any discussions with Applicant regarding a mulching business, and understood that the property was being used as a staging area for the tree service operations. Mr. Goffin has not conducted any further site visits to the Subject Property, and did not offer a statement regarding whether the Applicant was currently in compliance.

18. Marvin Klopfenstein presented testimony in rebuttal to the testimony in opposition. Mr. Klopfenstein addressed that the testimony presented addressed noise complaints prior to the time when the berm and trees were placed on the property. With respect to the northward development of the property, Mr. Klopfenstein indicated his willingness not to proceed toward Mr. Weddle's property. Mr. Klopfenstein noted that only approximately 2 acres of the property would be used for the mulching operations.

    Mr. Klopfenstein stated that diseased trees are not taken to the Subject Property but rather are taken to a designated site for diseased trees. Mr. Klopfenstein stated that the farmers to whom he delivers mulch have told him that it is essential to their operations and submitted declarations to support the importance of the wood chips and mulch to their farming operations. Mr. Klopfenstein testified that the tree service operations do not occur on the property, and that the recent noise experienced by Mr. Weddle was from the excavation required to construct the berm, which will mitigate the impacts on neighboring properties.

19. Mark Shipman stated that he was not involved with the Stipulated Judgment reached with Marion County, but presently, because of the Planning Approval and compliance with the Stipulated Judgment, Applicant is in not in violation of the code.

20. Alex Seifer, Marion County Planning, stated that given the testimony and information received after the Staff Decision was appealed, Marion County Planning would be proposing additional conditions of approval if the Application were to be approved. The additional conditions of approval would include: (1) No parking or storage of vehicles in the County right of way; and (2) The hours of operation for the commercial activity should be restricted to the hours of 8:00 a.m. to 5:00 p.m. Mark Shipman indicated that such conditions of approval would be accepted by Applicant.

21. Applicant requests that the testimony of Mr. Goffin be struck from the record as prejudicial to Applicant's rights to a fair and impartial hearing, and objects to the testimony on relevance grounds. Applicant states in his February 6, 2025 submission to the record that on November 12, 2024, Applicant and Marion County Legal Counsel entered into a Stipulated Judgment to resolve the outstanding citation matter. The Stipulated Agreement is included with Applicant's first submission during the open record period. The Stipulated Judgment provides that Marion County will not cite Applicant for alleged violations on the subject property until May 12, 2025. Applicant states that Applicant is in complete compliance with the Stipulated Judgment.

22. On February 5, 2025, Steve Adelman, member of Adelman Peony Gardens, LLC, submitted a Statement in Opposition to the Conditional Use Permit. Mr. Adelman stated that he believes Applicant uses a "grinder" to destroy debris generated by nonfarm activities. Mr. Adelman argues that the grinder is extremely loud with major impacts to surrounding farms and properties. Mr. Adelman's statement, supported by Exhibits 1 and 2, argues that the noise generated by the grinder creates noise with decibels equivalent to a jet plane engine and that such noise is detrimental to nearby farming operations.

23. On behalf of Adelman Peony Gardens, LLC, Attorney Nicholas Rhoten, Matheny Law, provided additional argument dated February 12, 2025. (Open Record Submittal 4). Mr. Rhoten argues on behalf of Adelman Peony Gardens, LLC that the record fails to establish that mulch is "essential" and fails MCC 17.136.060(D)(4). Mr. Rhoten argues on Adelman's behalf that the proposed commercial activity is not primarily a customer or supplier of farm uses, and that the Application fails the Farm Impacts Test.

    Adelman Peony Gardens, LLC, through attorney Mr. Rhoten, argues that there are ongoing violations that are not cured by the Staff Decision or the Stipulated Judgment. Adelman states that the permit is not yet effective, and then argues that the cited violations are arguably ongoing. Adelman argues that the Application must be denied because the "violations" cannot be cured with approval.

24. Applicant's final submission (Rebuttal) dated February 27, 2025 addressed the arguments submitted by Opponents, specifically the Farm Impacts Test, Connection to Farm Use, Incidental Uses on the Subject Property, and Compliance with Marion County Code.

VI. Additional Findings of Fact and Conclusions of Law

1. Applicant has the burden of proving all applicable standards and criteria apply as explained in *Riley Hill General Contractor, Inc. v. Tandy Corporation*, 303 Or 390, 394-395(1987).

   "Preponderance of the evidence" means the greater weight of evidence. It is such evidence that when weighed with that opposed to it, has more convincing force and is more probably true and accurate. If, upon any question in the case, the evidence appears to be equally balanced, or if you cannot say upon which side it weighs heavier, you must resolve that question against the party upon whom the burden of proof rests. (Citation omitted).

   Applicants must prove, by substantial evidence in the record, it is more likely than not that each criterion is met. If the evidence for any criterion is equal or less, Applicants have not met their burden and the application must be denied. If the evidence for every criterion is even slightly in Applicant's favor, the burden of proof is met and the application is approved.

2. Under MCC 17.119.100, the Planning Director has the power to decide applications for conditional uses. Under MCC 17.119.140, after the Planning Director's action on the application, interested persons may appeal the decision no later than 15 days after the decision is mailed. The Planning Director's approval was dated November 8, 2024. The Notice of Decision included the Appeal Procedure and stated that anyone who disagreed with the Director's decision may request the application be considered by a Marion County Hearings Officer. The Notice of Decision stated that all requests for reconsideration be received in the Marion County Planning Division by 5:00 p.m. on November 25, 2024.

   Courtney and Gordon Reed and Beverly and Chadwick McCarroll are interested persons and appealed the Planning Director's decision on November 25, 2024. Additional interested persons, Roger and Debby Weddle, appealed the Planning Director's decision on November 25, 2024. The appeals were timely because the Notices of Appeal submitted on November 25, 2024, which allows for a *de novo* public hearing.

   Under MCC 17.119.150, on appeal of the Planning Director's decision, the hearings officer shall conduct a *de novo* public hearing on the decision. The hearings officer may hear and decide the matter.

3. Under MCC 17.119.020, a conditional use application may only be filed by certain people, including the owner of the property subject to the application. A deed recorded in the county records at Reel 4491, Page 120 shows that Marvin W. Klopfenstein owns the subject property. The application was filed by appropriate persons. MCC 17.119.020 is satisfied.

4. Under MCC 17.119.025, a conditional use application shall include signatures of certain people, including all owners of the subject property. Marvin W. Klopfenstein owns the subject property and signed the application. MCC 17.119.025 is satisfied.

5. Under MCC 17.119.070, before granting a conditional use, the director, planning commission or hearings officer shall determine:

   A. That is has the power to grant the conditional use;

   B. That such conditional use, as described by the applicant, will be in harmony with the purpose and intent of the zone;

   C. That any condition imposed is necessary for the public health, safety, or welfare, or to protect the health or safety of persons working or residing in the area, or for the protection of property or improvements in the neighborhood.

6. Under MCC 17.119.030, the hearings officer may hear and decide only those applications for conditional uses listed in MCC title 17. Commercial activities in conjunction with farm use is listed as a conditional use under MCC 17.136.050 (D)(2).

MCC 17.136.060(D)

7. In order to approve a commercial activity in conjunction with farm use the applicant must demonstrate compliance with the specific criteria listed in Chapter 17.136.060(D) of the Marion County Code (MCC). These include:

   (a) The commercial activity must be primarily a customer or supplier of farm uses.

   Applicant is the proprietor and operator of Mountain View Tree Service (MVTS). The Subject Property is where MVTS stores various forms of woody material from the tree services provided. The materials include both logs that are sold to mills for lumber production and smaller debris that are turned into woodchip mulch. Applicant states that the mulch is provided to local farms for various applications.

   Applicant submitted supplemental information showing specific agricultural applications for mulch in connection with agricultural operations. Applicant argues that supplying farms with mulch material make Applicant a primary supplier for agricultural needs.

   Adelman Peony Gardens, LLC ("Adelman") disputes Applicant's characterization of the Applicant's commercial activity and argues that the real use of the property is for the storage and operation of MVTS's business equipment and is wholly unrelated to any farm use. Adelman argues that the mulching operations, to the extent they are connected to farm use, are secondary to the commercial use.

   Opponents argue that the "commercial activity" proposed is in fact an equipment and debris storage/disposal site for the tree trimming business, Mountain View Tree Services ("MVTS"), which does not exclusively or primarily supply to farm uses. Opponents argue that the mulch generated onsite is not sold. It is merely provided to some farmers

as a courtesy when it is delivered. and no consideration is paid. The mulch is created using trees/wood by-products/and other debris generated from Applicant's tree service business. Applicant only uses wood debris than cannot be otherwise sold to lumber mill.

Opponents argue that the commercial activity is not a customer or supplier of farm uses because vehicles and equipment come and go from subject property virtually every day for Applicant's business (MVTS), but the actual mulching only occurs approximately four times per year. Opponents posit that the mulching operation would not exist but for the nonfarm general commercial operations of MVTS and the need to dispose of tree debris (albeit responsible and beneficial use of the tree debris).

The statutory phrase "[c]ommercial activities that are in conjunction with farm use" is not defined and is determined on a case-by-case and fact specific basis. *Friends of Marion County v. Marion County* (Jones/Agritainment), LUBA No. 2021-088/89 at 17-19 (2022).

The inquiry is whether there is the "requisite connection between [the] commercial activity and a farm use." *Id* at 18. To that end, the commercial activity must "enhance the farming enterprises of the local agricultural community" given the goals of Oregon land use law. *Craven v. Jackson County* (Craven II), 308 Or. 281, 289 (1989).

The above inquiry turns on (1) whether the commercial operator is "exclusively or primarily a customer or supplier of farm uses" and (2) whether the proposed nonfarm operations are "essential to the practice of agriculture." *See, e.g., Friends of Yamhill County v. Yamhill County* (Ground 152, LLC), LUBA No. 2024-008 at 23-25 (2024) (citing *City of Sandy v. Clackamas County*, LUBA No. 94-104 (1994)).

The case of *Chauncy v. Multnomah County* (LUBA No. 91-012) is examined. In *Chauncey v. Multnomah County*, the Oregon Land Use Board of Appeals (LUBA) addressed whether a proposed wood by-products operation, specifically involving mulching activities, qualified as a "commercial activity in conjunction with farm use" within an Exclusive Farm Use (EFU) zone. The petitioners sought approval to operate a facility that would process wood by-products into mulch. Multnomah County denied the application, concluding that the proposed operation did not meet the criteria for a commercial activity associated with farm use as outlined in the county code.

Upon appeal, LUBA upheld the county's decision, emphasizing that for a commercial activity to be considered "in conjunction with farm use," there must be a demonstrable relationship between the proposed commercial activity and existing farm operations (emphasis added). In this instance, LUBA found insufficient evidence to establish that the mulching operation had a supportive relationship with agriculture in the area. The proposed use did not satisfy the necessary criteria to be deemed a commercial activity in conjunction with farm use.

Applicant seeks to justify that the mulching operation is a primary supplier of farm uses, and that there is a coinciding use of the property as a storage space for logs sold for lumber production does not primarily supply farming operations. Applicant's justification of this

use is that the logs sent to lumber mills spend up to two weeks on the property in storage, but that they do not spend much time beyond this on the Subject Property. Applicant identifies the staging area dedicated to storage of logs for lumber and stated it would take up no more than 6,000 square feet of the area dedicated to the proposed use (which the applicant calculated as 9% of the total area). However, apart from the 9%, a significant portion of the property is used for vehicles and equipment that are used for the tree services and enter and exit the property daily.

Applicant does not satisfy the requirements of MCC 17.136.060(D) because the record does demonstrate mulching is the true "commercial activity" proposed and because any mulching operations on the property are merely incidental, relatively infrequent, and occur only because of the Applicant's need to store and destroy debris related to Applicant's tree trimming business. The criterion is not met.

(b) The commercial activity must enhance the farming enterprises of the local agricultural community to which the land hosting that commercial activity relates.

Applicant must establish that the mulching operation must enhance the farming enterprises of the local agricultural community. In other words, does the proposed conditional use support or benefit existing agricultural activities.

In the Application, Applicant provides supplemental information discussing the role and uses of mulch in agricultural operations, including the retention of moisture and as padding for animals. Applicant argues that providing mulching products to local farmers will enhance their operations in various ways.

Applicant supplied additional information in the form of attestations by local farming operations that receive mulch from the Applicant to support its position that the commercial activity enhances local farming enterprises.

Applicant's Affidavits from local farming operations establish that the mulch does positively contribute to the farming operations. Applicant supplies and delivers the mulch to local cattle ranches and nurseries without cost.

In opposition to the Application, Adelman argues that the Oregon Land Use Board of Appeals has already held that a proposed mulching operation failed to demonstrate, as a matter of law, that the proposed activity qualified as a commercial activity in conjunction with farm use. *Chauncey v. Multnomah County*, LUBA No. 91-212 (1992). In the Chauncey decision, LUBA affirmed Multnomah County's denial of a conditional use permit when the record showed that the mulch and wood by-products were provided to both farm uses and nonfarm uses. Adelman argues that the potential universe of non-farm uses is too large to be limited to the farming community.

The use of mulch as provided by Applicant is beneficial to the cattle ranchers and nurseries who receive it. The record supports that mulch as provided to the recipients whom provided Affidavits enhances their farming practices. This criterion is met.

(c) The agricultural and commercial activities must occur together in the local community to satisfy the statute.

The subject property for this proposal is located just outside the Brooks-Hopmere community in an area otherwise surrounded by commercial agriculture operations. As described in criterion *b* above, Applicant provided statements by four of the agricultural operations that received mulch from the Applicant in the past. Three operations were located in Marion County and one in the neighboring Polk County. Applicant provides mulch product to the local agricultural community that are located within the central Willamette Valley around Salem. The criterion is met.

(d) The products and services provided must be essential to the practice of agriculture.

MCC 17.136.060(D)(4) implements state law and codifies requirements from caselaw. The criterion requires that a proposed commercial activity be "essential" to the practice of agriculture.

Applicant argues that the mulching operations and resulting product is essential to the practice of agriculture. Applicant provided information regarding the uses and benefits of mulch in agricultural operations to support the contention that the service is essential for the practice of agriculture. The Affidavit of Marvin Klopfenstein establishes that Mr. Klopfenstein delivers mulch to cattle ranchers, blueberry farmers, and nursery farms. Mr. Klopfenstein does not charge for the mulch or the delivery of the mulch. (Applicant's October 31, 2024 Submission, Exhibit G). Dale G. Kaufman submitted an Affidavit that states: "The Applicant's supply of Mulch Chips to the Cattle Ranch is significant to the Cattle Ranch operations. The Mulch helps fight against the hard ground becoming thick mud where the cattle are at risk of sinking and injury and without the mulch, alternative practices would need to be taken which could result in higher operating costs for KCC (Kaufman Cattle Ranch). (Applicant's October 31, 2024 Submission, Exhibit H). Applicant provided the Affidavit of Lynn Richman Construction, LLC, in which Lynn Richman states that "Applicant's supply of Mulch is valued throughout cattle ranch and farming communities. (Applicant's October 31, 2024 Submission, Exhibit I).

Applicant's October 31, 2024 submission argues that the affidavits submitted, in addition to the initial application, establishes that the "mulch is a necessity and benefit to cattle ranches.

Applicant provided support for the position that mulch can have a beneficial impact to the practice of agriculture. Applicant establishes that mulch can have the benefits of moisture retention, natural weed suppression, and the protection of soil erosion by mitigating the impact of rainfall and runoff.

Opponents counter Applicant's argument that mulching is essential to the practice of agriculture with support that mulching is beneficial for home uses, including yard appearance and landscaping. Adelman submits Exhibit 2 to its pre-hearing submission

which states that there can be problems with mulching attaching insects. Increased insects are a concern for Adelman's farming operations located directly across from the Subject Property.

Analyzing whether a nonfarm operation is "essential to the practice of agriculture" is paramount even when the operation primarily or exclusively supplies to farms. *See City of Sandy v. Clackamas County*, LUBA No. 94-104 at 9-10 (1994) (stating that connection must be "closer to the 'essential practice of agriculture'" to be valid). While there is no single test for what is "essential" to the practice of agriculture, the case law gives examples of what is sufficiently "essential" pursuant to Oregon's land use framework. It is not sufficient if the commercial activity's products or services are frequently used – or even indispensable – to farming. The relevant question is whether the commercial activity is something *particularly unique* to farm users and farm use practices.

As stated in *City of Sandy*, "the Oregon Court of Appeals had little difficulty concluding a hop warehouse that would store hops grown by many hops growers, and sell string and burlap used in hop production, qualified as a commercial activity in conjunction with farm use." *Id.* at 9. String and burlap are not exclusively used in hop production, but was approved as part of the commercial activity in conjunction with farm use because it is essential to the production of hops. However, in the hops case, all of the warehouses purchases and sales were to commercial hop growers.

While farmers must eat and farm equipment frequently operates on gasoline, that is not sufficient to make grocery stores or gas stations commercial activities in conjunction with farm use. The connection must be closer to the 'essential practice of agriculture. *Id.* at 9.

The Oregon Land Use Board of Appeals (LUBA) has emphasized the necessity of a direct and substantial relationship between the proposed use and existing farm practices. In *Friends of Marion County v. Marion County and Jones, Seasons at Red Oak Farm,* LUBA 2021-089 (2022), LUBA determined that a program aimed at inspiring youth to pursue agricultural careers did not meet the criteria set forth in MCC 17.136.060(D)(4).

LUBA concluded that the connection between participating in the program and future agricultural employment was "too remote and speculative," and thus did not qualify as providing products or services essential to agriculture. This interpretation underscores that for a conditional use to be approved under MCC 17.136.060(D)(4), Applicant must demonstrate a clear, immediate, and beneficial impact on agricultural practices. The inquiry demanded by caselaw is that indirect support, even if beneficial, does not satisfy the criterion.

The Affidavits submitted by Applicant establish that Applicant does not charge for the mulch. Although Applicant states that the supply of mulch to the cattle farmers and blueberry farmers is "essential to the aforementioned farm operations" (October 31, 2024 Submission, Exhibit G), the farm operators state that the mulch is "significant" to the cattle operations, and without the mulch, alternative practices would need to be taken. (Exhibit H). The supply of mulch is "valued through the cattle ranch and farming communities."

(Exhibit I). Mr. Klopfenstein does not charge for the mulch, and indicates the mulch is provided as service to the agricultural community. However, the lack of cost it is not considered as a significant factor in determining the "essential" nature of the mulch.

The Affidavits do not establish in the record that the mulch is "essential" or that other alternatives could not be used. Opponents establish that mulch has many non-farm or residential uses.

There is insufficient evidence to establish that mulch is essential to the practice of agriculture with particularity, and the criterion is not met.

MCC 17.136.060(A)

8. In addition to the specific criteria above, the proposal must also satisfy the conditional use criteria in MCC 17.136.060(A). Those requirements are:

   (a) The use will not force a significant change in, or significantly increase the cost of, accepted farm or forest practices on surrounding lands devoted to farm or forest use. Land devoted to farm or forest use does not include farm or forest use on lots or parcels upon which a non-farm or non-forest dwelling has been approved and established, in exception areas approved under ORS 197.732, or in an acknowledged urban growth boundary.

Marion County Code 17.136.060(A) outlines the Farm Impacts Test to evaluate whether a proposed conditional use within an Exclusive Farm Use zone will adversely affect existing agricultural operations.

Applicant claims that the proposed commercial use would not force a significant change in accepted agricultural practices in the local area because the location is on a portion of the parcel that was not previously dedicated to farming. Applicant states that the traffic impact will be limited as debris will be picked up and dropped off on an as-needed basis, and the use will be confined to the roughly 1.5-acre area identified on the site plan. Applicant also claims the site has been in commercial use for "many years." While this last claim is not substantiated by aerial imagery even as recent as 2021, the other three claims are generally substantiated by the available imagery and description of the business process in the application.

The proposed use as a site for commercial mulch generation brings has the potential to introduce tree diseases or insect pests into the local area that could significantly damage local agricultural operations (such as the hazelnut orchard on the adjacent western property) by acting as an introduction point and breeding ground for diseases and pests on a property where the impacted adjacent farmers cannot apply their fungicides or pesticides to combat these threats. While the level of pest introduction is not simple to predict, the proposed activity is capable of critically damaging the economic viability and force a change in local farming practices through the introduction of new pests or diseases that destroy crops grown in the local area.

Mr. Klopfenstein states that diseased trees are not taken to the Subject Property, but rather are taken to a specific location for disposal, which minimizes the risk of the introduction of disease to nearby crops.

Applicant proposes that mitigation measures can be taken against this significant threat and will be taken to protect the existing agricultural practices. Proposed conditions of approval also include setbacks and screening from neighboring agricultural uses to mitigate impacts to nearby properties. Although Mr. Weddle and Mr. Adelman dispute the efficacy of the mitigation measures, conditions of approval could address the concerns if the Application could satisfy all other criteria. It is possible that this criterion could be met.

(b) Adequate fire protection and other rural services are, or will be, available when the use is established.

The Marion County No. 1 Fire District provides the subject parcel with fire protection services and provided comments with their requirements for meeting fire safety code. Other rural services such as a well and septic are already present on site and the Marion County Sheriff provides police services to the site. All other necessary rural services are either present or will be available when the use is established. The criterion is or could be met with the requirements of the Marion County No. 1 Fire District made a condition of approval.

(c) The use will not have a significant adverse impact on watersheds, groundwater, fish and wildlife habitat, soil and slope stability, air and water quality.

The proposed activity is not anticipated to have an adverse impact on watersheds, groundwater, fish and wildlife habitat, soil and slope stability or water quality, as the activity would be contained to the roughly 1.5-acre area proposed on the site plan. Air quality is a concern, as the proposed use will be conducted out in the open and the dust from the mulching activity can reduce air quality in the local area. Applicant states that they use a watering truck during the mulching activity to prevent dust and small wood particles from escaping the property, which sufficiently addresses air quality concerns.

Mr. Adelman has serious concerns about dust or other airborne particulate matter which he indicates could have a significant impact on his farming practices. However, it is likely that these concerns could be addressed with conditions of approval, and the criterion could be met.

(d) Any noise associated with the use will not have a significant adverse impact on nearby land uses.

Applicant states that the actual mulching of the woody debris occurs on a limited basis. Applicant states that the actual grinding happens approximately 4 times a year, and the grinding does not occur in the summer to mitigate fire risk. Applicant states that the actual time for grinding is 40-60 hours per year. Applicant states that in addition to the actual grinding, other activities would generate typical noise from trucks and tractors. Applicant

states that the vegetative screening that can be made a condition of approval to mitigate the concerns of Opponents and that the condition of approval will reduce the impact of noise on nearby land uses.

Opponents argue that the grinding is "extremely loud with major impacts to surrounding farm uses" and that the noise is in the dangerous category. Steve Adelman argues that the level of noise far exceeds what is expected in an agricultural area and cannot be mitigated by the conditions of approval.

Ms. Reed testified that the level of noise is not similar to typical farm noise of tractors and harvesters. The evidence indicates that the operation is not just grinding, but also includes chainsaws, and equipment to transport the logs and tree debris. Although the actual grinding is approximately four times a year and averages 40-60 hours, the record indicates that there are significant additional noise concerns that impact surrounding farms.

Applicant states that the noise produced by the Commercial Use does not exceed the type of noise ordinarily permitted in the EFU zone and that residential structures to the north and northwest are at a distance that the noise is unlikely to reach them. However, Mr. Adelman's statement indicates that the noise can be heard approximately one-half mile away and is more akin to a jet engine that anticipated noise from farm equipment. The record is insufficient to establish that the noise from the commercial activity will not have a significant adverse impact on nearby land uses. The criterion is not met.

(e) The use will not have a significant adverse impact on potential water impoundments identified in the Comprehensive Plan, and not create significant conflicts with operations included in the Comprehensive Plan inventory of significant mineral and aggregate sites.

There are no nearby water impoundments or mineral and aggregate sites identified in the Comprehensive Plan which would conflict or be adversely impacted by the proposed use. The criterion is met.

MCC 17.110.680

9. Marion County Code authorizes denial of an application where there is noncompliance with the land use regulations or any other "local, state or federal law[.]" MCC 17.110.680 *see also* MCC 17.110.820. This principal was upheld by the Oregon Court of Appeals in *Woosley v. Marion County*, 118 Or. App. 206 (1993). The only exceptions to the rule are (1) noncompliance with federal marijuana laws is not a basis for denial, and (2) Marion County has discretionary authority to approve an application if "issuance of the permit or land use approval would correct the violation." *See* MCC 17.110.680.

The Oregon Land Use Board of Appeals recently construed the exact code provision. *See Ivanov v. Marion County*, LUBA No. 2023-076 (2024) In *Ivanov*, LUBA upheld Marion County's denial of a land use application based upon outstanding violations even when the application otherwise met the approval criteria for the permit. *Ivanov*, at 4-7.

Applicant argues that the Subject Property is no longer in violation of land use regulations because the Staff Decision dated November 8, 2024, granted an approval. The Stipulated Judgment, for its part, does acknowledge the Staff Decision and agrees to withhold any future citations until May 12, 2025.

Applicant suggests that the analysis of possible ongoing violations is not part of the standards and criteria upon which the decision can be based. However, as stated in *Ivanov*, standards and criteria can go beyond what the local government labels "approval criteria" for a specific permit. *See, e.g., Davenport v. Tigard*, 121 Or. App. 135, 141 (1993) (stating that relevant standards and criteria to base decisions on are "not limited to the provisions that may be characterized as approval criteria" (internal quotation marks omitted)); *Ivanov* at 11-14.

Opponents also argue that there are documented concerns that the right-of-way has been improperly used for parking, has been improperly widened, unauthorized parking has occurred in the neighbor's field, and the stop sign at 57th Ave NE has been knocked over on several occasions resulting in local code violations under MCC Chapter 10.10.

The Hearings Officer finds that Marion County Code Enforcement Officer Chad Goffin was entitled to present testimony and will not strike his testimony from the record. Mr. Goffin also provided comments to the Planning Division on August 23, 2024, which are included in the record. Any testimony provided by Mr. Goffin that purports to attack Applicant's character is not considered by the Hearings Officer and has no basis with respect to applicable criteria.

No determination is made whether the Applicant is in violation of Marion County Code because the issue of compliance is not imperative based on the prior findings that the proposed use is not primarily a supplier of farm uses and that farm impacts test is not satisfied. However, if the Applicant were in violation of the Code, Marion County has discretionary authority to approve the issuance of the permit or land use approval because with compliance with conditions of approval, the approval would correct the violation. MCC 17.110.680.

VII. Order

It is hereby found that Applicant has not met the burden of proving applicable standards and criteria for approval of a conditional use. Therefore, the conditional use application is **DENIED.**

IX. Effective Date

The application approved herein shall become effective on the 15th day of April, 2025, unless the Marion County Board of Commissioners, on their own motion or by appeal timely filed, is asked to review this Order. In the event of Board review, this Order shall be stayed and shall be subject to such final action as is taken by the Board.

X. Appeal Rights

An appeal of this decision may be taken by anyone aggrieved or affected by this Order. An appeal must be filed with the Marion County Clerk (555 Court Street NE, Salem, Oregon) by 5:00 on the 14th day of April, 2025. The appeal must be in writing, must be filed in duplicate, must be accompanied by a payment of $500.00, and must state wherein this Order fails to conform to the provisions of the applicable code provision(s). If the Board denies the appeal, $300.00 of the appeal fee will be refunded.

DATED this 28th day of March, 2025.

Jill F. Foster
Marion County Hearings Officer

CERTIFICATE OF MAILING

I hereby certify that I served the foregoing order on the following persons:

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By mailing to them copies thereof. I further certify that said copies were placed in sealed envelopes addressed as noted above, that said copies were deposited in the United States Post Office at Salem, Oregon, on the 26th day of March, 2025 and that the postage thereon was prepaid.

Administrative Assistant to the
Hearings Officer